

**TRANSNET NATIONAL PORTS AUTHORITY**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [GOODS]

FOR THE DESIGN, SUPPLY, COMMISSIONING, TESTING AND DELIVERY OF THE THREE (3) MARINE PILOT HELICOPTERS FOR THE PORTS OF DURBAN, RICHARDS BAY AND CAPE TOWN OVER A STAGGERED PERIOD OF EIGHTEEN (18) MONTHS

RFP NUMBER:	TNPA/2023/02/0017/22363/RFP
ISSUE DATE:	03 NOVEMBER 2023
COMPULSORY BRIEFING SESSION:	16 NOVEMBER 2023 VIA TEAMS at 10:00 (CAT)
CLOSING DATE:	30 NOVEMBER 2023
CLOSING TIME:	14:00 (CAT)
BID VALIDITY PERIOD:	120 BUSINESS DAYS FROM CLOSING DATE

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.

TECHNICAL PRE-QUALIFICATION CRITERIA/MINIMUM REQUIREMENTS:

EASA (European Union Aviation Safety Agency)/FAA (Federal Aviation Administration) Type Certification Data Sheet (TCDS) to operate under Category A, Performance Class 1 or higher

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RFP FOR THE DESIGN, SUPPLY, COMMISSIONING, TESTING AND DELIVERY OF THE THREE (3) MARINE PILOT HELICOPTERS FOR THE PORTS OF DURBAN, RICHARDS BAY AND CAPE TOWN OVER A STAGGERED PERIOD OF EIGHTEEN (18) MONTHS.
SECTION 1: SBD1 FORM

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2023/02/0017/22363/RFP	ISSUE DATE:	03 November 2023	CLOSING DATE:	30 November 2023	CLOSING TIME:	14:00 (CAT)
DESCRIPTION	FOR THE DESIGN, SUPPLY, COMMISSIONING, TESTING AND DELIVERY OF THE THREE (3) MARINE PILOT HELICOPTERS FOR THE PORTS OF DURBAN, RICHARDS BAY AND CAPE TOWN OVER A STAGGERED PERIOD OF EIGHTEEN (18) MONTHS.						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (<i>please refer to section 2, paragraph 3 for a detailed process on how to upload submissions</i>): https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	BONGI MACHI			CONTACT PERSON	BONGI MACHI		
E-MAIL ADDRESS	Bongi.Machi@transnet.net			E-MAIL ADDRESS	Bongi.Machi@transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <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		

Respondent's Signature

Date & Company Stamp

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]

<p>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER QUESTIONNAIRE BELOW]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. TAX COMPLIANCE REQUIREMENTS
<p>1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

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**].

DESCRIPTION	For the design, supply, commissioning, testing and delivery of the three (3) marine pilot helicopters for the Ports of Durban, Richards Bay and Cape Town over a staggered period of eighteen (18) months [the Goods]
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. <p>Once the tender has been 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 Portal at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>)</p>
COMMUNICATION	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
BRIEFING SESSION	<p>Yes – Compulsory Briefing session will be held on 16 November 2023 at 10:00 (CAT)</p> <p>Click here to join the meeting</p> <p>Refer to paragraph 2 for details.</p>
CLOSING DATE	<p>14:00 (CAT) on Thursday, 30 November 2023</p> <p>Bidders must ensure that bid s are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration.</p>
VALIDITY PERIOD	<p>120 Business Days from Closing Date</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),</p>

	<p>the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</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 RFP briefing will be conducted electronically via Teams on **16 November 2023**, at **10:00 (CAT)** for a period of ± 2hours. The briefing session will start punctually, and information will not be repeated for the benefit of prospective Respondents joining late. Bidders must join the briefing session via this link:

[Click here to join the meeting](#)

- 2.1 *A Certificate of Attendance in the form set out in Section 10 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** 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/ Portal (transnetetenders.azurewebsites.net) Please use **Google Chrome** to access Transnet link/site);
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

4 RFP INSTRUCTIONS

- 4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.

4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**

4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 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 (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

6 COMMUNICATION

6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [Bongi Machi] before **12:00 (CAT) on 24 November 2023**, substantially in the form set

6.2 out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.

6.3 After the closing date of the RFP, a Respondent may only communicate with the name of delegated individual (BEC chairperson), at the email Bongi.Machi@transnet.net on any matter relating to its RFP Proposal.

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

6.5 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

6.6 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.

6.7 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful

bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

7 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

8 COMPLIANCE

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

9 EMPLOYMENT EQUITY ACT

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

10 DISCLAIMERS

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

- 10.1 modify the RFP's Goods and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.5 award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFP;
- 10.6 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;
- 10.7 cancel the bid process;
- 10.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 10.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;

10.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods 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 outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

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

11 LEGAL REVIEW

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

12 SECURITY CLEARANCE

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

13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

14 TAX COMPLIANCE


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

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



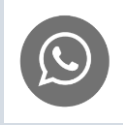






The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

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

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to TIP-OFFS ANONYMOUS:



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

				
	<p>AI Voice BoT "Jack" Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</p>	<p>What's App Speak to an Agent via What's App.</p>	<p>Speak to an Agent Speak to an Agent via the platform with no call or data charge</p>	<p>Telegram Speak to an Agent via Telegram</p>
 0800 003 056	 086 551 4153	 reportit@ethicshelpdesk.com	 *120*0785980808#	

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

For the purpose of this contract, "work" shall include the design, supply, commissioning, testing and delivery of the three (3) marine pilot helicopters for the Ports of Durban Richards Bay and Cape Town. The use of helicopters for marine pilot transfer over the past twenty-eight years (since 1995) has proven to enhance Port productivity. In comparison with a pilot boat, a helicopter can service four (4) vessels per hour whereas a pilot boat manages to service one (1) vessel per hour, making helicopters 75% more efficient than pilot boats. Pilotage services by helicopter enhances port efficiency through expediting vessel turnaround time.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its helicopter services nationally, it also seeks to improve its current processes for providing these Goods to its end user community throughout its locations.

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

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

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

3 SCOPE OF REQUIREMENTS

- 3.1 Respondents are required to refer to **Annexure A**, (Specification) for full details.
- 3.2 Functionality is included as a threshold with a prescribed percentage threshold of **66.67 points**.

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.*

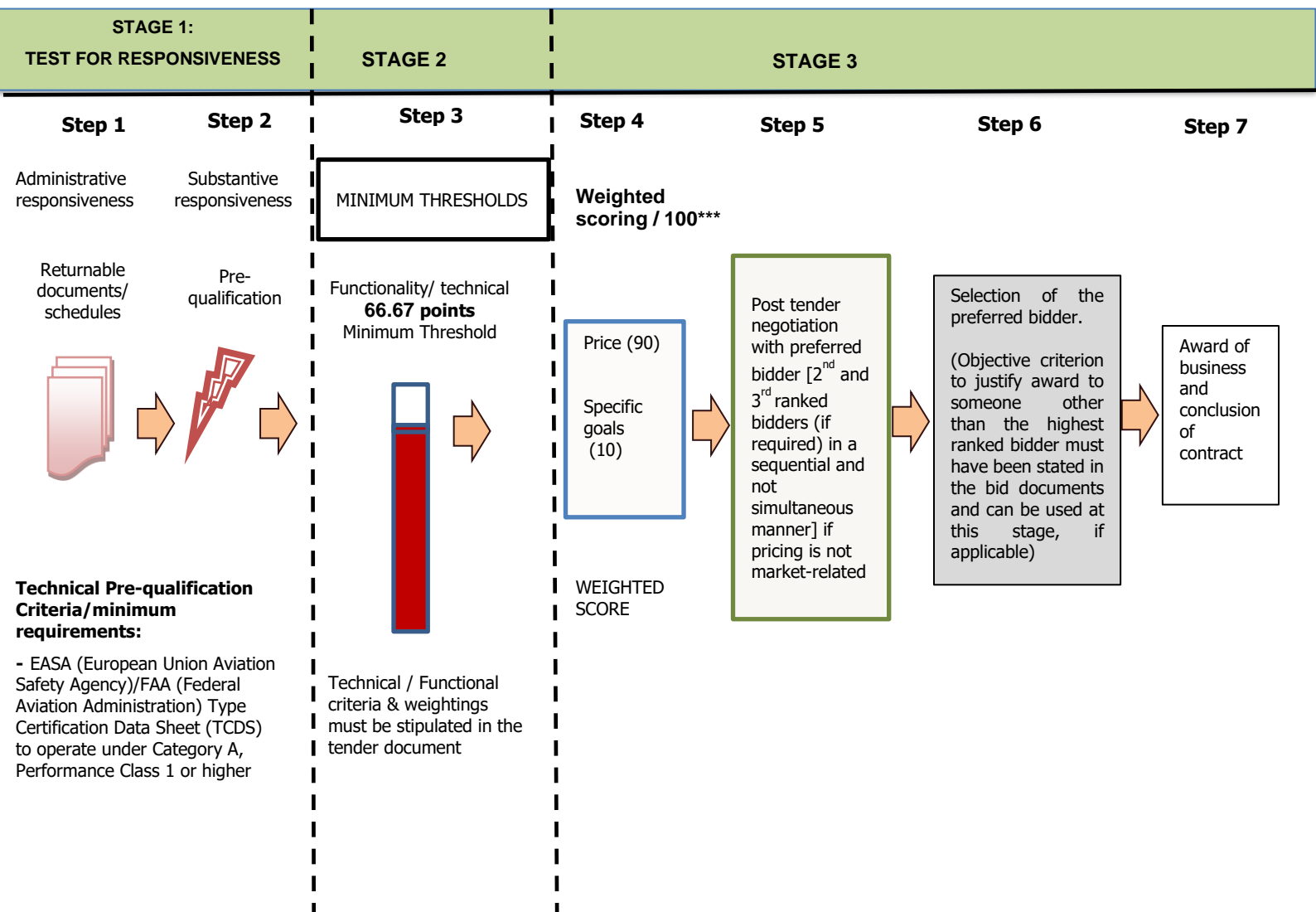
5 GENERAL SUPPLIER OBLIGATIONS

5.1 The Supplier shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

5.2 The Supplier 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 steps of the evaluation process in parallel. In such instances

the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>

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

6.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections including: Section 2 paragraphs, 2.2, 6, 11.2, General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: 	<i>Section 3 – Scope of Work Annexure A</i>
<ul style="list-style-type: none"> Whether the bidder attended the compulsory briefing session 	<i>Section 10</i>
<ul style="list-style-type: none"> Eligibility list below 	

Eligibility List

*******Bidders who do not meet the eligibility criteria will be disqualified**

The bidder must complete the table by ticking "Yes" or "No" to confirm whether your proposed offer meets the requirement in the "Description of Requirement" column. This is to test the bidder's eligibility to be evaluated further.

DURBAN AND RICHARDS BAY

	Description of requirement	Yes	No	Bidder notes
1.	Twin Engine helicopter which must be EASA/FAA certified to operate under Category A, Performance Class 1, Single/Dual Pilot Day/Night Visual Flight Rules (VFRs) and Day/Night Instrument Flight Rules (IFR) (Proof to be provided in the form of a TCDS)			
2.	Wheeled tricycle landing gear. (Proof to be provided in the form of a TCDS)			
3.	Must be in a Marine Pilot Transfer Configuration to include Rescue Hoist Dual type mounted on the starboard side with Hoist Camera installation, Hoist Operator crashworthy adjustable seat (with inertial reel and separate 5-point safety belt), (swivel type), Proof to be provided in the form of existing designs and installations.			
4.	The passenger cabin must be able to accommodate between 8 to 10 passengers (Proof to be provided in the form of a TCDS)			
5.	The passenger cabin must be able to accommodate at least 2 stretchers at the same time with doors closed (Proof to be provided in the form of approved configuration installations)			
6.	The helicopter Main Transmission Gearbox must have a run dry capability of a minimum of 30 minutes. Proof to be provided in the form of approved test results / simulations or equivalent			
7.	The helicopter must be equipped with an Obstacle Proximity System. Proof to be			

Respondent's Signature

Date & Company Stamp

	provided in the form of approved designs and installations.			
8.	The floatation gear on the helicopter must be compliant to function properly under sea state 6 conditions. Proof to be provided in the form certification documents			
9.	Helicopter Emergency Egress Light System (HEELS) Installation. Proof to be provided in the form of an STC or equivalent.			

Eligibility List

The bidder must complete the table by ticking "Yes" or "No" to confirm whether your proposed offer meets the requirement in the "Description of Requirement" column. This is to test the bidder's eligibility to be evaluated further.

CAPE TOWN HELICOPTER

	Description of requirement	Yes	No	Bidder notes
1.	Twin Engine helicopter which must be EASA/FAA certified to operate under Category A, Performance Class 1, Single/Dual Pilot Day/Night Visual Flight Rules (VFRs) and Day/Night Instrument Flight Rules (IFR) (Proof to be provided in the form of a TCDS)			
2.	Wheeled tricycle landing gear. (Proof to be provided in the form of a TCDS)			
3.	Must be in a Marine Pilot Transfer Configuration to include Rescue Hoist Dual type mounted on the starboard side with Hoist Camera installation, Hoist Operator crashworthy adjustable seat (with inertial reel and separate 5 point safety belt), (swivel type)Proof to be provided in the form of existing designs and installations.			
4.	The passenger cabin must be able to accommodate between 12 to 15			

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	passengers (Proof to be provided in the form of a TCDS)			
5.	The passenger cabin must be able to accommodate at least 3 stretchers at the same time with doors closed(Proof to be provided in the form of approved configuration installations)			
6.	The helicopter Main Transmission Gearbox must have a run dry capability of a minimum of 30 minutes. Proof to be provided in the form of approved test results / simulations or equivalent.			
7.	The helicopter must be equipped with an Obstacle Proximity System. Proof to be provided in the form of approved designs and installations.			
8.	The floatation gear on the helicopter must be compliant to function properly under sea state 6 conditions. Proof to be provided in the form certification documents			
9.	Helicopter Emergency Egress Light System (HEELS) Installation. Proof to be provided in the form of an STC or equivalent.			

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

6.3 STEP THREE: Minimum Threshold 66.67 points for Technical Criteria

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

Technical Evaluation Criteria	Points Weightings	Scoring guideline
Number of years manufacturing marine/Offshore/harbour pilot transfer helicopters	10	<i>Annexure B</i>
Service provider must submit a minimum of three traceable references for helicopters of similar spec delivered in the past three (3) years	10	<i>Annexure B</i>
Manufacture and deliver 3 helicopters within 18 months or less from the date of the purchase order. (Production and Delivery schedule to be produced)	20	<i>Annexure B</i>
Warranty period offered by the OEM (Warranty Plan document indicating time period that is being offered and as well as the details of the warranty plan. Warranties of the engines, hoist, floatation gear and any other items that are fitted to the aircraft and are of a different manufacturer must be included in the warranty document)	10	<i>Annexure B</i>
Compliance with the technical requirements (as per attached technical data, Annexure B1 & B2)	50	<i>Annexure B1</i>
Total Weighting:	100	
Minimum qualifying score required:	66.67	

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

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

6.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 90 points]:

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

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

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

Where:

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

b) **Specific Goals** [Weighted score 10 points]

- Specific goals claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

6.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	66.67

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals - Scorecard	10
TOTAL SCORE:	100

6.6 STEP FIVE: Post Tender Negotiations (if applicable)

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

6.7 STEP SIX: Objective Criteria

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

- To award of the contract between more than one Supplier/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations price of the helicopters. TNPA will negotiate any price disparities of the next ranked bidder(s) to ensure price reasonability;

6.8 STEP SEVEN: Award of business and conclusion of contract

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

SECTION 4: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table in **Annexure D**

PLEASE NOTE:

The following price schedule is split into three helicopters. Bidders are required to provide prices based on what they can offer. The financial evaluation will be conducted using the cost of a helicopter per size (10 seater or 15 seater).

Bidders to price for both shipment options. Transnet will conduct evaluations on both Option A and B separately. The lowest price between the two Options will be the determining factor on which Option will be selected, regardless of whether or not Bidders preferred to price only on one Option.

Respondents are required to complete Annexure D - Pricing Schedule and the table below:

Shipment option A- Sea freight

Description	Total Helicopter Price as per Annexure D
Helicopter 1 – Durban	
Helicopter 2 - Richards Bay	
Helicopter 3 – Cape Town	
TOTAL PRICE OF HELICOPTER INCLUSIVE OF VAT AT 15%	

Shipment option B - Ferry

Description	Total Helicopter Price as per Annexure D
Helicopter 1 – Durban	
Helicopter 2 - Richards Bay	
Helicopter 3 – Cape Town	
TOTAL PRICE OF HELICOPTER INCLUSIVE OF VAT AT 15%	

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

Notes to Pricing:

- a) Respondents are to note that price evaluations will be conducted per helicopter. **The financial evaluation will be conducted using price of a helicopter (inclusive of all applicable taxes).**
- b) The bidder should take note that each option should be priced separately if the bidder is responding for all three helicopters the bidders should do so.
- c) 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.
- d) Prices must be quoted in South African Rand inclusive of VAT.
- e) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- f) 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.
- g) Prices are to be quoted on a delivered basis to the Ports of Durban, Richards Bay and Cape Town.
- h) 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.
- i) Where a Respondent's price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and 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: ZAR
- j) In respect of incoterms conditions, if applicable, please refer to paragraph 25 of the General Bid Conditions which is attached to the RFP as Annexure E
- k) Manufacturing and delivery lead time calculated from date of receipt of purchase order: 78 weeks.
- l) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
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1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

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

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

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

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

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

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

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

Respondents declaring a commercial relationship with a 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. MANUFACTURERS

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

2.1 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS
Helicopter 1 – Durban		
Helicopter 2 - Richards Bay		
Helicopter 3 – Cape Town		

2.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS
Helicopter 1 – Durban		
Helicopter 2 - Richards Bay		
Helicopter 3 – Cape Town		

3. INSPECTION DETAILS

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

3.1 Local Manufacturer(s)

RFP ITEM NO.	NAME	BUSINESS ADDRESS
Helicopter 1 – Durban		
Helicopter 2 - Richards Bay		
Helicopter 3 – Cape Town		

3.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS
Helicopter 1 – Durban		
Helicopter 2 - Richards Bay		
Helicopter 3 – Cape Town		

4. IMPORTED CONTENT

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

RFP ITEM NO / DESCRIPTION.	VALUE	% COST	COUNTRY OF ORIGIN
Helicopter 1 – Durban			
Helicopter 2 - Richards Bay			
Helicopter 3 – Cape Town			

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

information separately.

5. EXCHANGE AND REMITTANCE

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

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

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

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

5.4 Beneficiary details:

Name [Account holder] _____

Bank [Name and branch code] _____

Swift code _____

Country _____

5.5 _____ [Applicable base date of Exchange Rate used]

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

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

6. EXPORT CREDIT AGENCY SUPPORTED FINANCE

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

Under such circumstances the successful Respondent will agree to undertake:

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

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

7. RISK

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

7.1 Quality and specification of Goods/Services delivered:

7.2 Continuity of supply:

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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

carrying on business trading/operating as

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this proposal and any

Respondent's Signature

Date & Company Stamp

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/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

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

- (i) NEC Contract;
- (ii) General Bid Conditions; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

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

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

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

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

Respondent's Signature

Date & Company Stamp

ADDRESS FOR NOTICES

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

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

Name of Entity:

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier**] will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

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

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

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

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

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

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

 Respondent's Signature

 Date & Company Stamp

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

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

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4 : Pricing and Delivery Schedule	
SECTION 10: Certificate of Attendance of Compulsory RFP Briefing	

b) Returnable Documents Used for Scoring

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

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP	
Number of years manufacturing marine/Offshore/harbour pilot transfer helicopters	
Service provider must submit three traceable references for helicopters of similar value and spec delivered in the past three (3) years	
Manufacture and deliver 3 helicopters within 18 months or less from the date of the purchase order. (Production and Delivery schedule to be produced)	
Warranty period offered by the OEM (Warranty Plan document indicating time period that is being offered and as well as the details of the warranty plan. Warranties of the	

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
engines, hoist, floatation gear and any other items that are fitted to the aircraft and are of a different manufacturer must be included in the warranty document)	
Compliance with the technical requirements (as per attached technical data, Annexure B1 & B2)	

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Section 1: SBD1 Form	
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	
SECTION 11: SBD 5 (NIPP)	
SECTION 12: Protection of Personal Information	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SIGNED at _____ on this ____ day of _____ 20__

Respondent's Signature

Date & Company Stamp

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

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

13 Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution
------------------	------------------------	----------------------------------

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

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

YES/NO

13.2.1. If so, furnish particulars:

.....
.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....
.....

14 DECLARATION

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

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

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

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

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

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

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: TNPA/2023/02/0017/22363/RFP

RFP deadline for questions / RFP Clarifications: Before 12:00 pm (CAT) on 24 November 2023

TO: Transnet SOC Ltd

ATTENTION: Bongji Machi

EMAIL Bongji.Machi@transnet.net

DATE: _____

FROM: _____

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

REQUEST FOR RFP CLARIFICATION

Respondent's Signature

Date & Company Stamp

SECTION 9 : SPECIFIC GOALS 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 specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in Transnet preferential procurement policy.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2	10
Total points for Price and Specific Goals must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points 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) **"Ownership"** means 51% black ownership
- (e) **"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;
- (f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"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);
- (h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **"Price"** includes all applicable taxes less all unconditional discounts.
- (j) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (k) **"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);
- (l) **"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.
- (m) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

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

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	Number of points allocated (90/10)
B-BBEE Level of contributor (1 or 2)	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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

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

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

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by Transnet or regulatory bodies such as National Treasury or the DTI. It is the

Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

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 any of the following enterprises:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional Supplier
- Other Suppliers/Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS.....

SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

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

attended the RFP briefing in respect of the proposed Goods to be rendered in terms of this RFP on **16 November 2023.**

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.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

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

4. PROCESS TO SATISFY THE NIPP OBLIGATION

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

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

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

Respondent's Signature

Date & Company Stamp

SECTION 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:

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

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

Signature of Respondent's authorised representative: _____

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


HOW TO ACCESS AND REGISTER ETENDERS

“HOW TO” GUIDE FOR BIDDERS

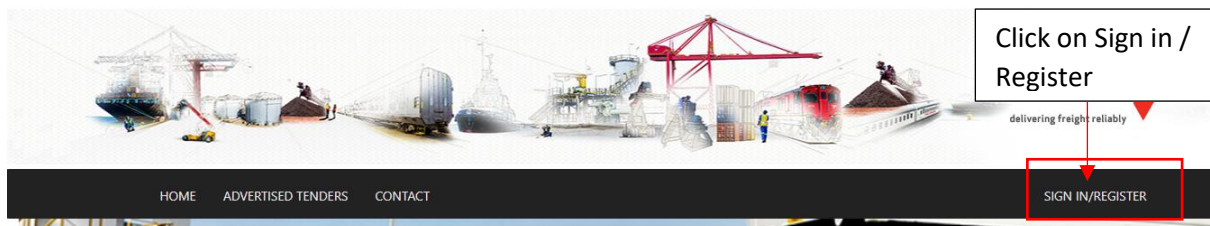
REGISTER ON ETENDER PORTAL

ACCESS TENDERS

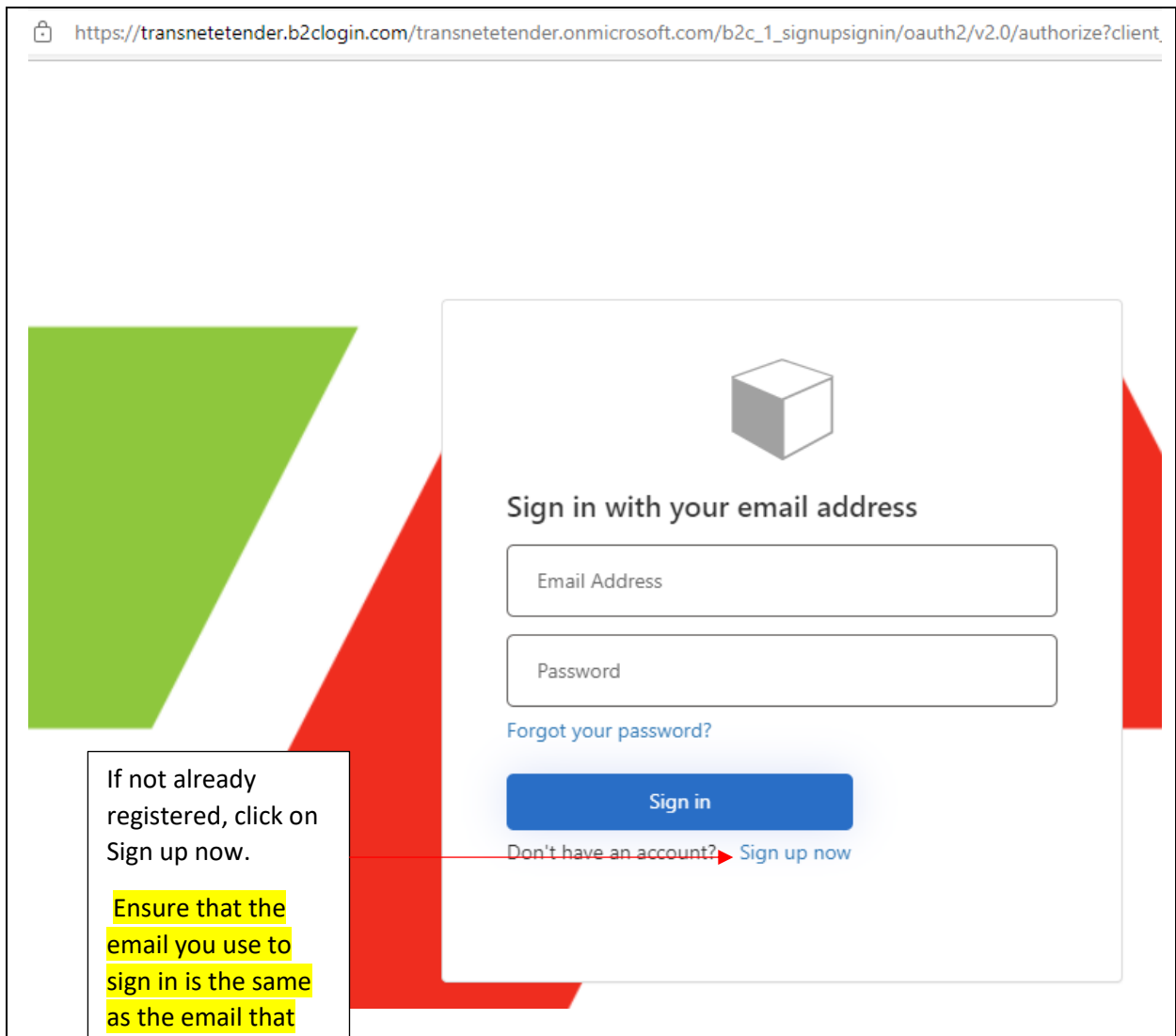
NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date

Go to Google Chrome 

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




https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsigin/oauth2/v2.0/authorize?client



If not already registered, click on Sign up now.

Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender

< Cancel



Email Address

Send verification code

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

State/Province

Street Address

Postal Code


Display Name

Create

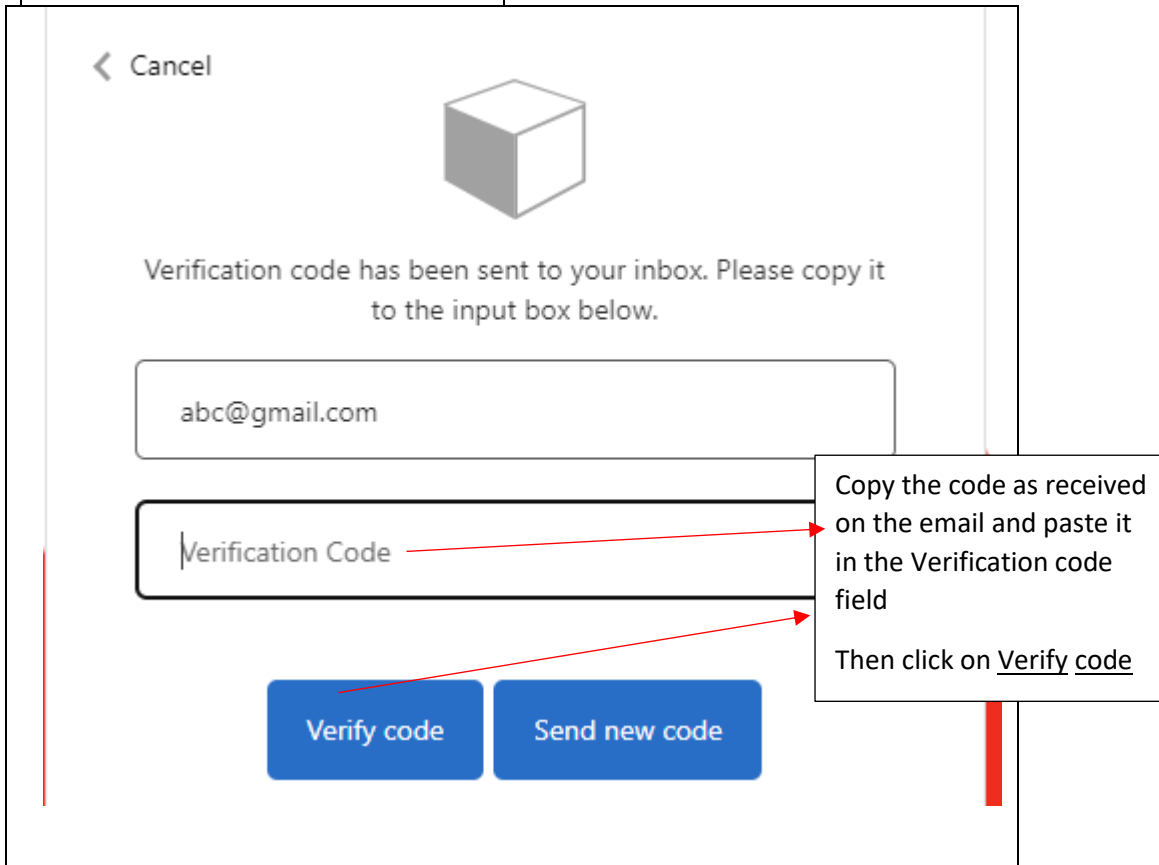
Complete all fields, before selecting “Send verification code” and confirm that all information is correct.

VERY IMPORTANT: Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.



After completing all fields, select "Send verification code". The code will be sent to your email.



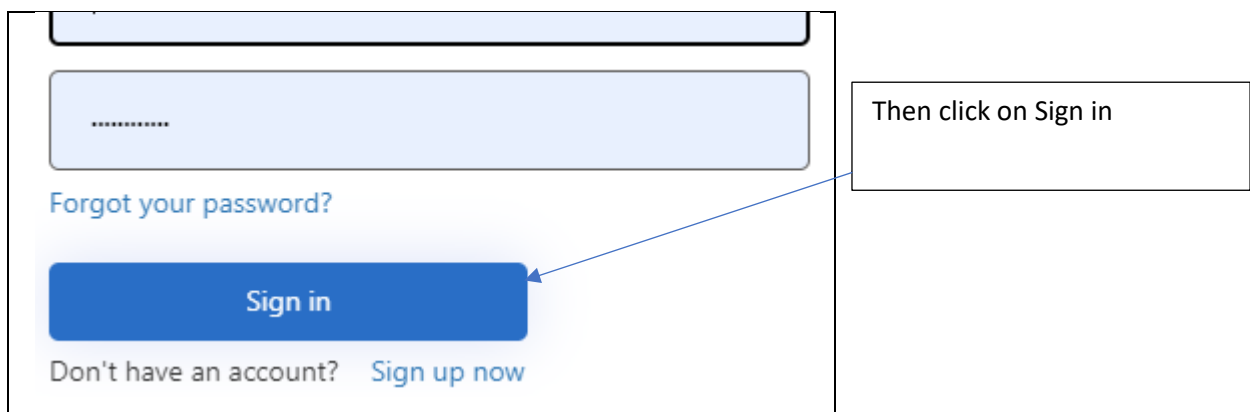
Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Verify code Send new code

Copy the code as received on the email and paste it in the Verification code field
Then click on Verify code



.....

Forgot your password?

Sign in

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

Then click on Sign in

Once registered and signed in, the home screen will have "WELCOME (Registered user)"

TRANSNET



DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

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

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

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

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

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,
Transnet eTenders

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

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

When signed in, select "ADVERTISED TENDERS".

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

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

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

The screenshot shows the 'TENDER DETAILS' page with a navigation bar at the top containing 'HOME', 'ADVERTISED TENDERS', 'MY SUBMITTED INTENTS', 'MY BID DOCUMENT SUBMISSIONS', 'CONTACT', 'WELCOME TESTING', and 'SIGN OUT'. The main content area is titled 'TENDER DETAILS' and includes a 'Tender Details' tab. The details are as follows:

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River

On the right side, there is a 'Briefing Session' section with a 'Closing Date' of 4/13/2022 10:00:00 AM. Below this is an 'Attachments' section with four items: 2.14 Standard Terms and Conditions of Contract, 2.18 Supplier Integrity Pact_April 2020_v1.pdf, 2.19 Non Disclosure Agreement_April 2020_v1.pdf, and 2.9 Request for Quotations TE22-SRX-1FG-02068. At the bottom right, there is a 'Log An Intent To Bid' toggle switch which is currently in the 'off' position.

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to "Submit Intent" or "Cancel". Click on **Submit Intent**

This screenshot shows the same 'TENDER DETAILS' page as above, but with the 'Log An Intent To Bid' toggle switch turned 'on'. Below the toggle, two buttons are visible: 'Submit Intent' and 'Cancel'. The rest of the page content, including the tender details and attachments, remains the same.

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

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

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

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

Your request to log an intent to bid has been successfully submitted.

[Close](#)

Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

Log An Intent To Bid

[Submit Intent](#) [Cancel](#)

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

delivering freight reliably

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

MY SUBMISSION INTENTS

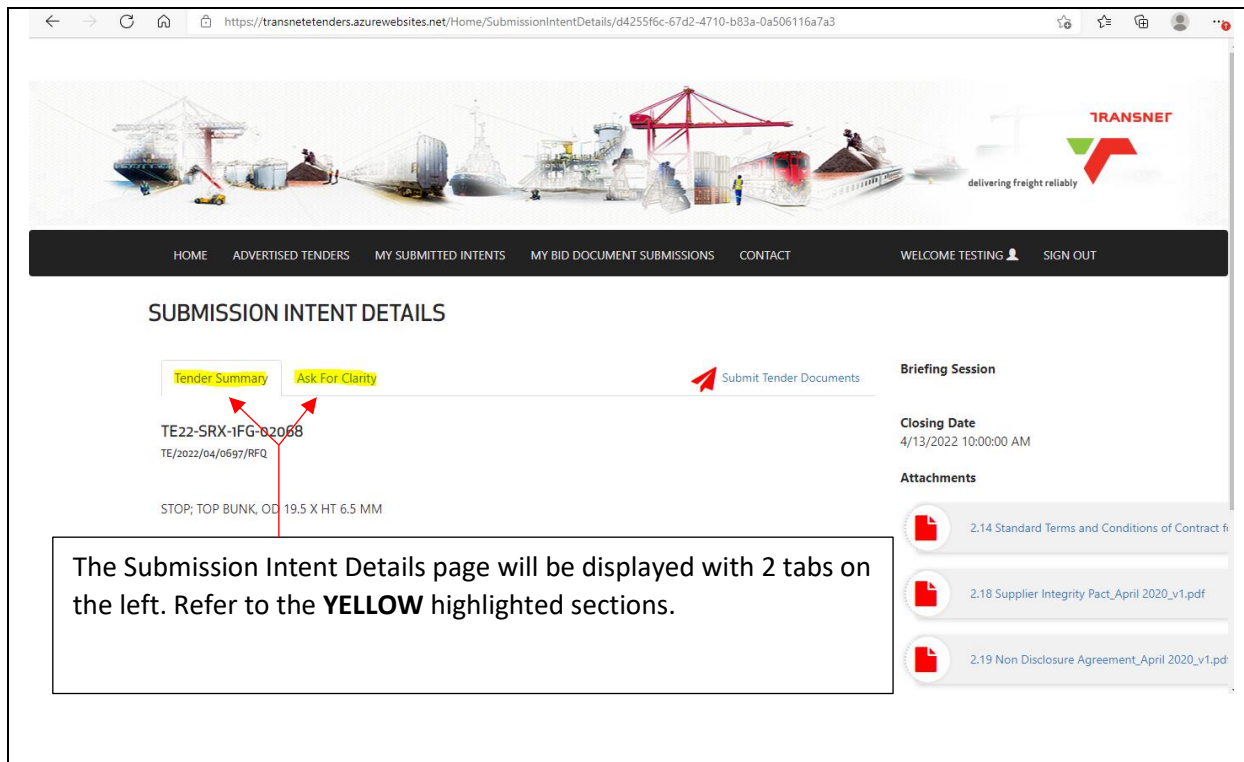
Show entries

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

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

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

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

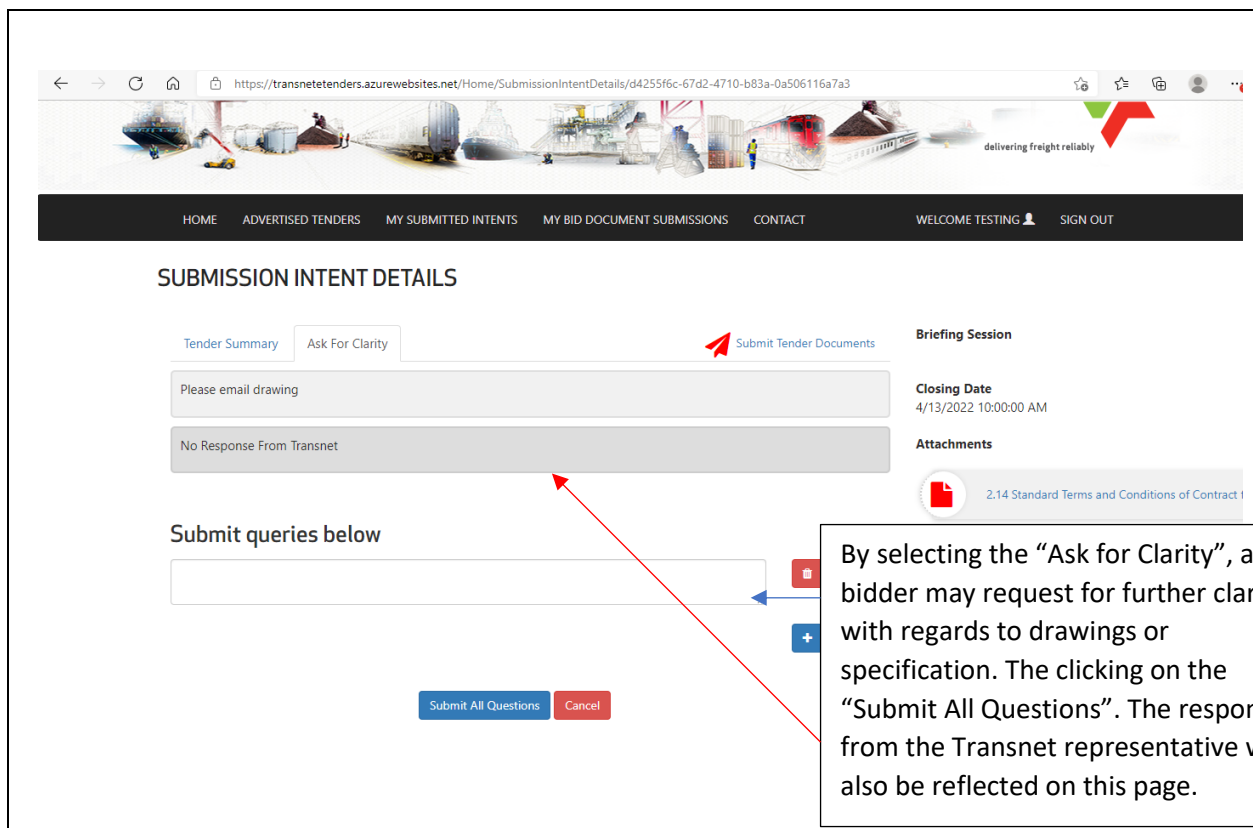
Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

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

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

Please email drawing

No Response From Transnet

Submit queries below

Submit All Questions Cancel

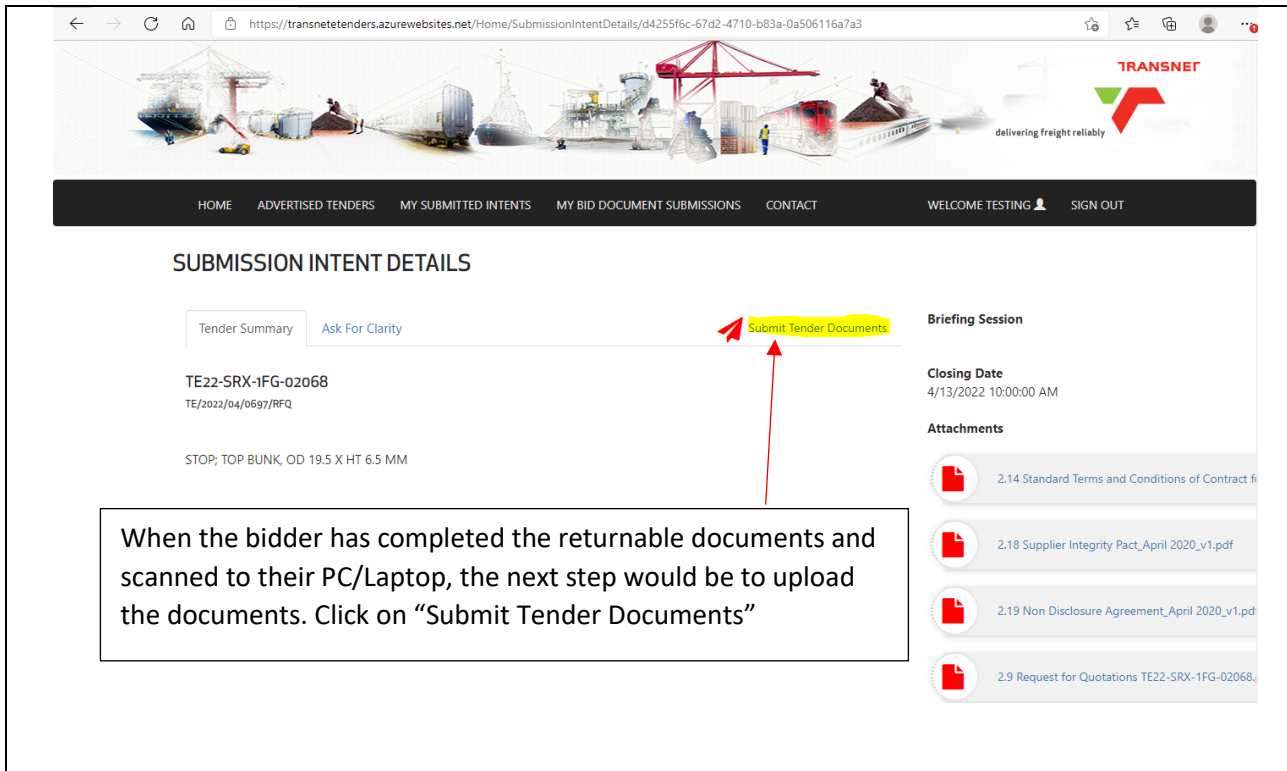
Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract f

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

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

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity **Submit Tender Documents**

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

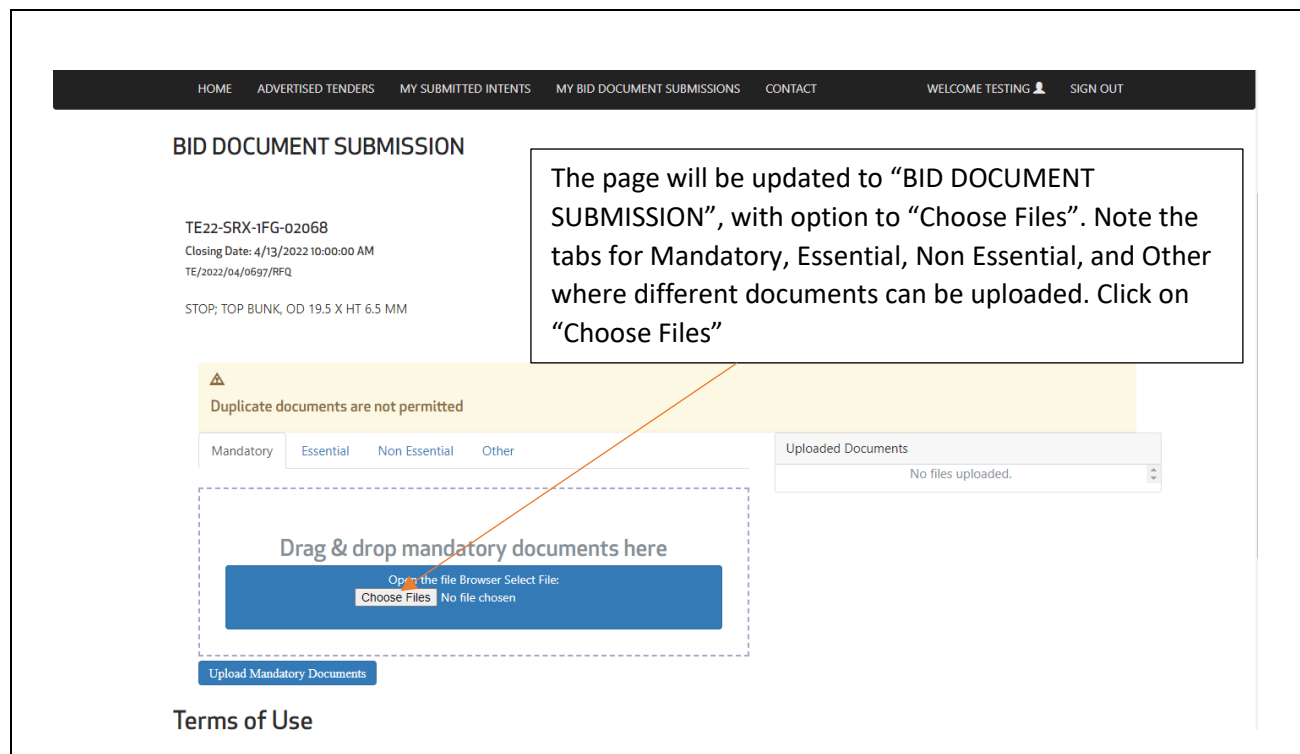
Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.

When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on "Submit Tender Documents"



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

BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

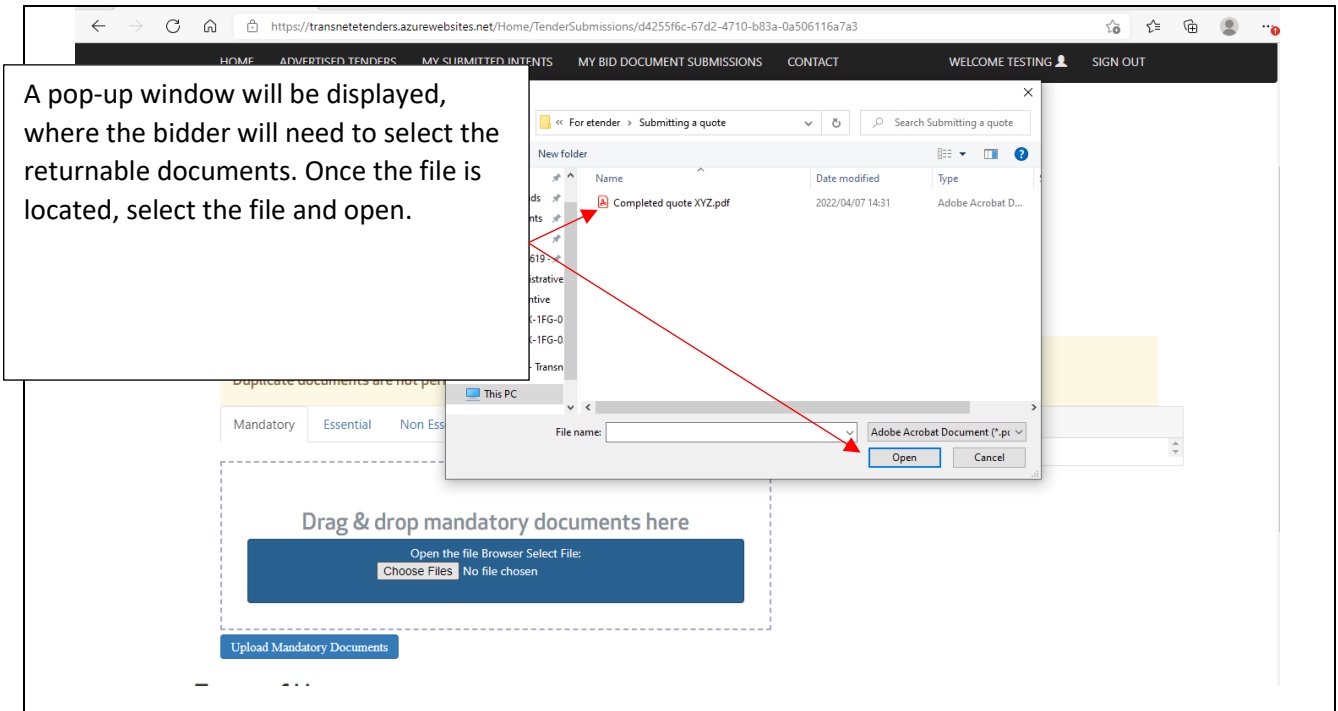
Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

The page will be updated to "BID DOCUMENT SUBMISSION", with option to "Choose Files". Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on "Choose Files"

A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
 Closing Date: 4/13/2022 10:00:00 AM
 TE/2022/04/0697/RFQ
 STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

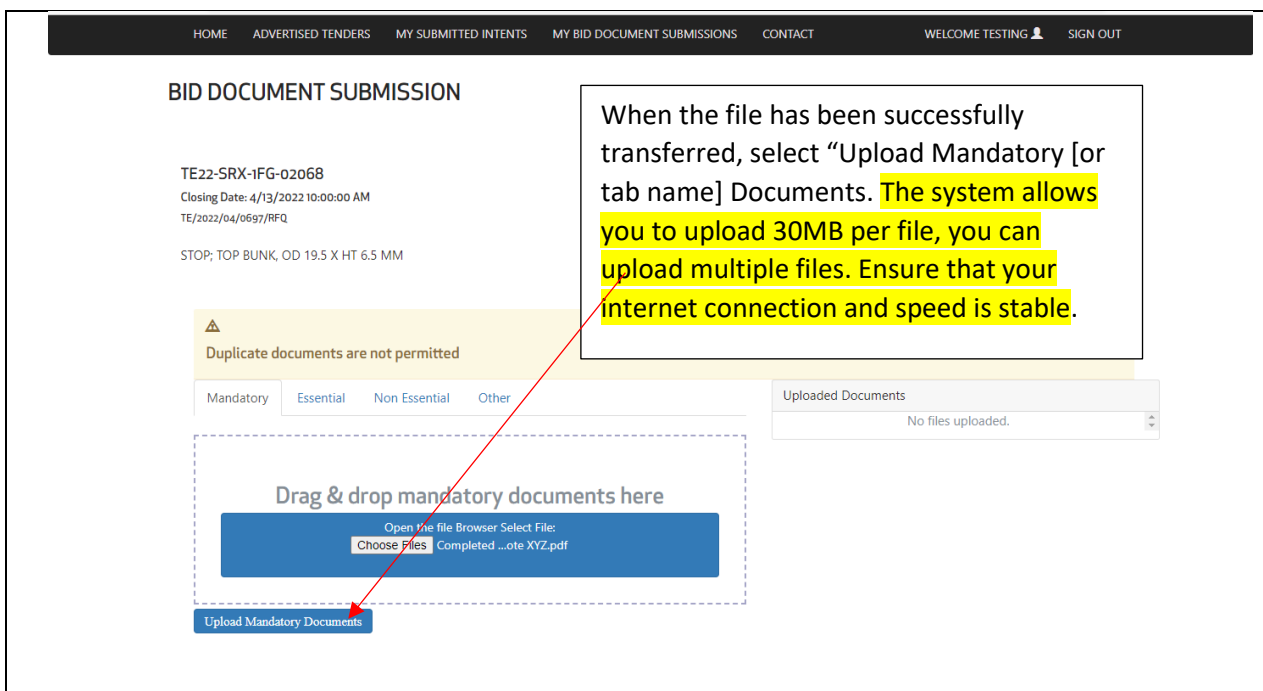
Drag & drop mandatory documents here

Open the file Browser Select File:
 Choose Files Completed ...ote XYZ.pdf

Upload Mandatory Documents

Uploaded Documents
 No files uploaded.

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.



The "Uploaded Documents" section will be updated to confirm that the document was uploaded, then click on "Submit Bid"

TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

← Back

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

→ Submit Bid

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

MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to "MY BID DOCUMENT SUBMISSION", where the "View Details" can be selected to confirm that all required information is submitted correctly.

ANNEXURE A: SPECIFICATION



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2023/02/0017/22363/RFP

DESCRIPTION OF THE WORKS: FOR THE DESIGN, SUPPLY, COMMISSIONING, TESTING AND DELIVERY OF THE THREE (3) MARINE PILOT HELICOPTERS FOR THE PORTS OF DURBAN, RICHARDS BAY AND CAPE TOWN OVER A STAGGERED PERIOD OF EIGHTEEN (18) MONTHS

PART C3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's Goods Information</i>	24
C3.2	<i>Supplier's Goods Information</i>	1
	LIST OF ACRONYMS	1
	Total number of pages	27

C3.1: PURCHASER’S GOODS INFORMATION

Contents

When the document is complete, insert a ‘Table of Contents’. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

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2 Specifications of the goods and services 5

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3 WEIGHTS 6

4 OPERATIONAL ENVELOPE 6

5 MINIMUM MANDATORY AIRCRAFT REQUIREMENTS..... 6

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7 POWER PLANT AND FUEL SYSTEM 8

8 INTERIOR 8

9 EQUIPMENT 9

10 INTERIOR 9

11 PAINTING 9

12 HPS (HARBOUR PILOT SHUTTLE) PACKAGE 10

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14 SUPPORT, TOOLING AND EQUIPMENT 11

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TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2023/02/0017/22363/RFP

DESCRIPTION OF THE WORKS: FOR THE DESIGN, SUPPLY, COMMISSIONING, TESTING AND DELIVERY OF THE THREE (3) MARINE PILOT HELICOPTERS FOR THE PORTS OF DURBAN, RICHARDS BAY AND CAPE TOWN OVER A STAGGERED PERIOD OF EIGHTEEN (18) MONTHS

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TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2023/02/0017/22363/RFP

DESCRIPTION OF THE WORKS: FOR THE DESIGN, SUPPLY, COMMISSIONING, TESTING AND DELIVERY OF THE THREE (3) MARINE PILOT HELICOPTERS FOR THE PORTS OF DURBAN, RICHARDS BAY AND CAPE TOWN OVER A STAGGERED PERIOD OF EIGHTEEN (18) MONTHS

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DESCRIPTION OF THE WORKS: FOR THE DESIGN, SUPPLY, COMMISSIONING, TESTING AND DELIVERY OF THE THREE (3) MARINE PILOT HELICOPTERS FOR THE PORTS OF DURBAN, RICHARDS BAY AND CAPE TOWN OVER A STAGGERED PERIOD OF EIGHTEEN (18) MONTHS

1 Overview of the goods and services

1.1 Executive overview

The design, supply commissioning, testing and delivery of 3 new marine pilot helicopters within a period of 18 months. The use of helicopters for marine pilot transfer over the past twenty-seven years (since 1995) has proven to enhance Port productivity. In comparison with a pilot boat, a helicopter can service four (4) vessels per hour whereas a pilot boat manages to service one (1) vessel per hour, making helicopters 75% more efficient than pilot boats. Pilotage services by helicopter enhances port efficiency through expediting vessel turnaround time.

The scope should include additional training of Transnet employees. TNPA project team will visit the supplier's premises to inspect the manufacturing of the helicopters at least 3 times whilst conducting progress meetings to ensure that the project is progressing well. Upon manufacturing completion, inspection tests will be conducted at the supplier's premises in order to accept the helicopters and upon delivery and re-assembly at TNPA's premises, further tests and acceptance will be conducted. Spare parts, service plans and warranty to be provided for by the supplier. Shipment of the 3 helicopters from the OEM's factory to Transnet's premises including packaging, insurance, sea freight, re-assembly, customs clearance are the responsibilities of the OEM.

2 Specifications of the goods and services

2.1 TNPA "MARINE PILOT HELICOPTER" SCOPE OF WORKS: (PORT OF DURBAN AND RICHARDS BAY)

EXTERNAL DIMENSIONS

FUSELAGE	METERS
Length	Range 12-13m
Width (at cabin doors)	Range 2-3m
Width (elevator)	Range 3-4m
Height (tail fin)	Range 3-4m
Fuselage minimum clearance	>0.40m
ROTORS	
Main rotor diameter	Range 12-13m
Conventional Type Tail rotor diameter	Range 2 - 3m
LANDING GEAR	

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2023/02/0017/22363/RFP

DESCRIPTION OF THE WORKS: FOR THE DESIGN, SUPPLY, COMMISSIONING, TESTING AND DELIVERY OF THE THREE (3) MARINE PILOT HELICOPTERS FOR THE PORTS OF DURBAN, RICHARDS BAY AND CAPE TOWN OVER A STAGGERED PERIOD OF EIGHTEEN (18) MONTHS

Tricycle landing gear	
OVERALL DIMENSIONS	
Length (rotors turning)	Range 13-15m

3 WEIGHTS

Weights	KG
Max Gross Weight	Between 3200kg & 5000kg

4 OPERATIONAL ENVELOPE

Maximum operational flight speed – ISA sea level Never exceed speed VNE	Above 160kts
Slope landing - Ship landing sloped deck	360 degrees
Range, Internal Fuel Only	Not less than 700 km / 400 Nautical Miles
Max Endurance, Internal Fuel Only (without Reserves)	Not less than 4 hours

5 MINIMUM MANDATORY AIRCRAFT REQUIREMENTS

- The helicopter must be EASA/FAA certified to operate under Category A, Performance Class 1, Single/Dual Pilot Day/Night Visual Flight Rules (VFRs) and Day/Night Instrument Flight Rules (IFR).
- The helicopter must be in the weight class with a Maximum All Up Mass between 3200kg and 5000kg.
- The helicopter must have a wheeled tricycle landing gear
- The rescue hoist must be mounted on the starboard side of the helicopter.
- The passenger cabin must be able to accommodate 10 passengers.

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- The passenger cabin must be able to accommodate a maximum of 6 passengers and one stretcher at the same time with doors closed
- The passenger cabin must also be able to accommodate a minimum of 2 passengers and Hoist Operator with two stretchers at the same time with doors closed.
- The helicopter Main Transmission Gearbox must have a run dry capability of a minimum of 30 minutes or more.
- The floatation gear on the helicopter must be compliant to function properly under sea state 6 conditions.
- Auxiliary Fuel Tank to increase range without compromising pax seating.
- Bubble windows for vertical referencing with ventilation e.g air scoops or hinged windows
- Environmental Control System
- Obstacle Proximity System (System to detect distance between main rotor blade tips and nearest obstacle)

Note: the above all relates directly to safety and/or mission capability.

6 SINGLE/DUAL PILOT VFR/IFR AVIONIC PACKAGE

Cockpit Avionics:

- Full Glass Cockpit capability
- Independent screen to display Maps and Instrument Approach charts
- Aircraft management and monitoring system
- HUMS
- Dual channel Four axis autopilot system, each channel to have full authority over auto-pilot system with search and rescue modes included.
- Auto Hover

Radio Comm and Navigation System:

- Two VHF-AM radios
- Two Radio VHF/FM-H Maritime
- Two NAV (VOR/ILS/MB) receivers

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- Performance Based Navigation
- One ADF
- One DME
- One Transponder with Enhanced Surveillance Mode (Mode S)
- First GNSS (GPS)
- Second GNSS (GPS)
- TCAS II
- Two Weather radars

Interphone Communication System:

- Three Audio Control Panels (Pilot and Co-pilot stations and Hoist Operator)
- One Audio Management Unit interfacing external transceivers
- One Passenger Intercom Amplifier

Primary Flight Instruments:

- Fibre Optic gyros
- Pilot Clock
- Co-Pilot Clock
- Standby magnetic Compass
- Moving map

7 POWER PLANT AND FUEL SYSTEM

- Twin Engine capable of Category A, Performance Class 1
- APU mode will be added advantage
- Two anti-icing fuel systems
- Two independent dual-channel FADEC systems (one per engine)
- Fire detection system
- Fire extinguisher system
- Crashworthy fuel cells
- Filler port for gravity refuelling

8 INTERIOR

- Cockpit panel sun-glare shields
- Pilot/ Co-pilot crashworthy seats (with inertial reels and separate 5 points safety belts)
- Hoist Operator crashworthy adjustable seat with capability to rotate 360 degrees (with inertial reels and separate 5 points safety belts)

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- 28V DC / 10A cockpit/cabin utility power socket
- Baggage compartment with extender
- Baggage smoke sensor
- Pilot / co-pilot/Hoist Operator headsets (David Clarke) x 3
- Floor rail installation
- Jepperson/Electronic Flight Bag mounts on either side of consol
- Additional RFM holder/Storage

9 EQUIPMENT

- Steps for cockpit / cabin access
- Rotor brake system
- Second radar altimeter
- One solid state Cockpit and Voice Flight Data Recorder
- One Emergency Locator Transmitter (ELT – 3 frequencies)
- Overhead cockpit windows sun shades
- First aid kit
- One cockpit and one cabin fire extinguisher
- USB Inter seat Console Socket/EFB
- Health and Usage Monitoring System
- Flight Data Monitoring system
- Helicopter Terrain Avoidance and Warning System
- Hardwire installation for Helitune system
- EMS kit and all installation provisions to be provided e.g Roof Rails and hooks
- Cargo Hook
- Seat Belt cutters x 8

10 INTERIOR

- Durable finished cabin walls
- Durable leather seat finishing

11 PAINTING

- TNPA approved paint scheme
- Main rotor and tail rotor blades high visibility painting

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12 HPS (HARBOUR PILOT SHUTTLE) PACKAGE

- Pax Transport Layout – Crashworthy comfortable passenger seats (Total Qty 10 seats).
- Utility Soft Liners
- Passenger cabin ambient LED lights, with reading lights and ventilation/AC outlets, emergency lights, emergency exit signs, passenger advisory lights (safety belt chimes) and Passenger Addressing Loudspeakers.
- 12 x Headsets ANR type (David Clarke) with holders
- Baggage compartment extension
- Sliding Door windows to have sliding windows for ventilation
- Approach plates chart holders with lights for pilot and co-pilot (USB power outlet included).
- Tablet cradle for chart holders
- ADELT with GPS NAV interface and GPS integrated
- TCAS II
- Weather Radar with MultiScan
- Emergency Floatation Gear with life rafts included
- Helicopter Emergency Egress Light System (HEELS)
- Maritime anti-corrosion protection
- Strobe lights
- Rescue hoist – Dual type will be advantageous, located on right hand side of helicopter with light
- Wireless ICS System for hoist operator
- Internal vertical tracks (Roof rails) and grab handle
- Search Light
- Right landing light control for hoist operator
- Camera on the tail fin
- Cargo hook monitoring cameras (Qty 2)
- Hoist Camera
- Sliding door fastener mechanism
- Lightweight manual cable cutter with safety line installed with quick release.
- Lightweight cabin fire axe
- Handheld search light - One million candle power installed with safety line.
- Cockpit and cabin camera installation
- Right hand trooping step installation
- Horizontal Hand rail installation on the right hand side of fuselage for hoisting operations

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13 UTILITY EQUIPMENT

- Extension Headset
- Covers and flags for engines, pitot and connectors
- Tie-down assemblies for main rotor blades
- Tail rotor blades flapping block (1)
- Main rotor blades sock pole (1)
- Main landing gear wheel chocks (2)
- Landing gear handle locking pin (1)
- Tow bar (1)
- Loose equipment bag (1)
- Baggage compartment cargo net
- Canopy, main rotor and tail rotor covers
- All Weather Cover Kit

14 SUPPORT, TOOLING AND EQUIPMENT

- Complete set of airframe; engines, maintenance tracking systems and vendor technical publications, revised, up to date, with update subscriptions for 10 years
- Ground support and tooling to enable first line maintenance for three bases.
- One OEM Field Technical representative on-site with SACAA Licence for each base for 12 months to support initial release to service of the helicopters.

15 SPARE PARTS

- The OEM is to recommend and Initial Provisioning List (IPL) of critical spare parts for consideration by TNPA.
- All special tooling to be included as well as for hoist assembly

16 SERVICE PLANS

- The OEM to propose various service plans to cover the airframe, engines and hoist for consideration by TNPA.

17 WARRANTY

- The OEM to provide their warranty option programs for consideration by TNPA.

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18 DELIVERY

- No more than 18 months

19 ADDITIONAL TRAINING (OEM to discuss options with regards to Training of additional crew, e.g onsite training)

- 24 x Helicopter Pilot's conversion to type training
- 20 x Helicopter Airframe Engineer training
- 12 x Helicopter Avionic Engineer training
- 5 x Helicopter Type Rating Instructor Course
- 12 x Hoist Operator Training Course

20 SHIPMENT

Shipment of the Helicopters from the OEM's factory to South Africa including packaging, insurance, sea freight, re-assembly, customs clearance by OEM and final test flight in South Africa. The final base/location will be determined by TNPA.

Option to be provided for TNPA to ferry the helicopter from seller's facility to South Africa for TNPA's consideration. All logistics, clearances and permits must be included in the option.

21 NOTE

Supplier to provide all available options in the above-mentioned categories over and above the standard equipment installed for TNPA's consideration.

All options to be presented to TNPA must take into consideration the following mission applications:

1. Harbour Pilot Shuttle
2. Offshore (Oil & Gas)
3. SAR
4. EMS
5. Aerial work operations

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2.2 TNPA “MARINE PILOT HELICOPTER” SCOPE OF WORKS: (PORT OF CAPE TOWN)

22 EXTERNAL DIMENSIONS

FUSELAGE	METERS
Length	Range 13-14m
Width (at cabin doors)	Range 2-3m
Width (elevator)	Range 4-4.5m
Height (tail fin)	Range 3-4m
Fuselage minimum clearance	>0.40m
ROTOR	
Main rotor diameter	Range 13-14m
Conventional Type Tail rotor diameter	Range 2 – 3 m
LANDING GEAR	
Tricycle landing gear	
OVERALL DIMENSIONS	
Length (rotors turning)	Range 16-17m

23 WEIGHTS

Weights	KG
Max Gross Weight	Between 5000 & 7000kg

24 OPERATIONAL ENVELOPE

Maximum operational flight speed – ISA sea level Never exceed speed VNE	Above 160kts
Slope landing - Ship landing sloped deck	360 degrees
Range, Internal Fuel Only	Not less than 900

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	km / 500 Nautical Miles
Max Endurance, Internal Fuel Only (without Reserves)	Not less than 4 hours

25 MINIMUM MANDATORY AIRCRAFT REQUIREMENTS

- The helicopter must be EASA/FAA certified to operate under Category A, Performance Class 1, Single/Dual Pilot Day/Night Visual Flight Rules (VFRs) and Day/Night Instrument Flight Rules (IFR).
- The helicopter must be in the weight class with a Maximum All Up Mass between 5000kg and 7000kg.
- The helicopter must have a wheeled tricycle landing gear
- The rescue hoist must be mounted on the starboard side of the helicopter, dual type hoist.
- The passenger cabin must be able to accommodate between 12 to 15 passengers.
- The passenger cabin must be able to accommodate at least 3 stretchers at the same time with doors closed
- The passenger cabin must also be able to accommodate a minimum of 2 passengers and a Hoist Operator with two stretchers at the same time with doors closed.
- Auxiliary Fuel Tank to increase range without compromising pax seating.
- The helicopter Main Transmission Gearbox must have a run dry capability of a minimum of 30 minutes or more.
- The floatation gear on the helicopter must be compliant to function properly under sea state 6 conditions.
- Bubble windows for vertical referencing with ventilation e.g air scoops or hinged windows
- Environmental Control System
- Obstacle Proximity System (System to detect distance between main rotor blade tips and nearest obstacle)

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Note: the above all relates directly to safety and/or mission capability.

26 SINGLE/DUAL PILOT VFR/IFR AVIONIC PACKAGE

Cockpit Avionics:

- Full Glass Cockpit capability
- Independent screen to display Maps and Instrument Approach charts
- Aircraft management and monitoring system
- HUMS
- Four axis autopilot system
- Auto Hover

Radio Comm and Navigation System:

- Two VHF-AM radios
- Two Radio VHF/FM-H Maritime
- Two NAV (VOR/ILS/MB) receivers
- Performance Based Navigation
- One ADF
- One DME
- One Transponder with Enhanced Surveillance Mode (Mode S)
- First SBAS GNSS (GPS)
- Second SBAS GNSS (GPS)
- TCAS II
- Two Weather radars

Interphone Communication System:

- Three Audio Control Panels (Pilot and Co-pilot stations and Hoist Operator)
- One Audio Management Unit interfacing external transceivers
- One Passenger Intercom Amplifier

Primary Flight Instruments:

- Fibre Optic gyros preferred
- Pilot Clock
- Co-Pilot Clock
- Standby magnetic Compass
- Moving map

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27 POWER PLANT AND FUEL SYSTEM

- Twin Engine capable of Category A, Performance Class 1
- APU Mode will be added advantage
- Two anti-icing fuel systems
- Two independent dual-channel FADEC systems (one per engine)
- Fire detection system
- Fire extinguisher system
- Crashworthy fuel cells
- Filler port for gravity refuelling

28 INTERIOR

- Cockpit panel sun-glare shields
- Pilot/ Co-pilot crashworthy seats (with inertial reels and separate 5 points safety belts)
- Hoist Operator crashworthy 360 degrees adjustable seats (with inertial reels and separate 5 points safety belts)
- 28V DC / 10A cockpit/cabin utility power socket
- Baggage compartment with extender
- Baggage smoke sensor
- Pilot / co-pilot/Hoist Operator headsets (David Clarke) x 3
- Floor rail installation
- Jepperson/Electronic Flight Bag mounts on either side of consol

29 ADDITIONAL EQUIPMENT

- Steps for cockpit / cabin access
- Rotor brake system
- Second radar altimeter
- One solid state Cockpit and Voice Flight Data Recorder
- One Emergency Locator Transmitter (ELT – 3 frequencies)
- Overhead cockpit windows sun shades
- First aid kit
- One cockpit and one cabin fire extinguisher
- USB Inter seat Console Socket
- Health and Usage Monitoring System

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- Flight Data Monitoring system
- Helicopter Terrain Avoidance and Warning System
- Hardwire installation for Helitune system
- EMS kit and all installation provisions to be provided e.g Roof Rails and Hooks
- Cargo Hook
- Seat Belt Cutters x 10
- Mast Vibration Absorbers or equivalent for VIP vibration damping

30 INTERIOR

- Primer finished cabin walls
- Durable leather seat finishing

31 PAINTING

- TNPA approved paint scheme
- Main rotor and tail rotor blades high visibility painting

32 HPS (HARBOUR PILOT SHUTTLE) PACKAGE

- Pax Transport Layout – Crashworthy comfortable passenger seats (Total Qty 12 to 15 seats).
- Utility Soft Liners
- Passenger cabin ambient LED lights, with reading lights and ventilation/AC outlets, emergency lights, emergency exit signs, passenger advisory lights (safety belt chimes) and Passenger Addressing Loudspeakers.
- 17 x Headsets ANR type (David Clarke) with Holders
- Baggage compartment extension
- Sliding Door windows to have sliding windows for ventilation
- Approach plates chart holders with lights for pilot and co-pilot (USB power outlet included).
- Tablet cradle for chart holders
- ADELTA with GPS NAV interface and GPS integrated
- TCAS II
- Weather Radar with MultiScan
- Emergency Floatation Gear with life rafts included
- Helicopter Emergency Egress Light System (HEELS)
- Maritime anti-corrosion protection
- Strobe lights

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- Rescue hoist - Dual type, located on right hand side of helicopter with light
- Wireless ICS System for hoist operator
- Internal vertical tracks and grab handle
- Search Light
- Right landing light control for hoist operator
- Camera on the tail fin
- Cargo hook monitoring cameras (Qty 2)
- Hoist Camera
- Sliding door fastener mechanism
- Lightweight manual cable cutter with safety line installed with quick release.
- Lightweight cabin fire axe
- Handheld search light - One million candle power installed with safety line.
- Cockpit and cabin camera installation
- Right hand trooping step installation
- Horizontal Hand rail installation on the right hand side of fuselage for hoisting operations

33 UTILITY EQUIPMENT

- Extension Headset
- Covers and flags for engines, pitot and connectors
- Tie-down assemblies for main rotor blades
- Tail rotor blades flapping block (1)
- Main rotor blades sock pole (1)
- Main landing gear wheel chocks (2)
- Landing gear handle locking pin (1)
- Tow bar (1)
- Loose equipment bag (1)
- Baggage compartment cargo net
- Canopy, main rotor and tail rotor covers
- All weather cover kit

34 SUPPORT, TOOLING AND EQUIPMENT

- Complete set of airframe; engines, maintenance tracking systems and vendor technical publications, revised, up to date, with update subscriptions for 10 years
- Ground support and tooling to enable first line maintenance for three bases.

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- One OEM Field Technical representative on-site with SACAA Licence for each base for 12 months to support initial release to service of the helicopters.

35 SPARE PARTS

- The OEM is to recommend and Initial Provisioning List (IPL) of critical spare parts for consideration by TNPA.
- 1 x spare rescue hoist assembly to be included per helicopter
- All Special tooling to be included and for hoist.

36 SERVICE PLANS

- The OEM to propose various service plans to cover the airframe, engines and hoist for consideration by TNPA.

37 WARRANTY

- The OEM to provide their warranty option programs for consideration by TNPA.

38 DELIVERY

- No more than 18 months

39 ADDITIONAL TRAINING (OEM to discuss options with regards to Training of additional crew, e.g onsite training)

- 24 x Helicopter Pilot's conversion to type training
- 20 x Helicopter Airframe Engineer training
- 12 x Helicopter Avionic Engineer training
- 5 x Helicopter Type Rating Instructor Course
- 12 x Hoist Operator Training Course

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40 SHIPMENT

Shipment of the Helicopters from the OEM's factory to South Africa including packaging, insurance, sea freight, re-assembly, customs clearance by OEM and final test flight in South Africa. The final base/location will be determined by TNPA.

Option to be provided for TNPA to ferry the helicopter from seller's facility to South Africa for TNPA's consideration. All logistics, clearances and permits must be included in the option.

NOTE

Supplier to provide all available options in the above mentioned categories over and above the standard equipment installed for TNPA's consideration.

All options to be presented to TNPA must take into consideration the following mission applications:

6. Harbour Pilot Shuttle
7. Offshore (Oil & Gas)
8. SAR
9. EMS
10. Aerial work operations

41 DESIGN AND MANUFACTURE

41.1 Stage 1: Design development

- Design and development of a horizontal hand rail for hoisting operations by the OEM. Refer to SOW.

41.2 Stage 2: Manufacture and installation Information:

- The OEM to manufacture the helicopters according to the specifications provided. Upon completion of helicopters manufacturing, factory acceptance testing will be done at the suppliers premises first, which will be followed by acceptance testing at the purchaser's premises upon delivery and assembling. The supplier to provide operating manuals and maintenance schedules which will be reviewed by the purchaser before acceptance.

41.2.1 Tests and inspections before Delivery

- Transnet project team will visit the supplier's premises at least 3 times (within the contract period) for inspections and progress meetings to ensure that the project is complying with quality, schedule and cost.
- Once manufacturing is complete, factory acceptance testing will be done at the suppliers premises first, which will be followed by acceptance testing at the purchaser's premises upon delivery and assembling. The supplier to provide operating manuals and maintenance schedules which will be reviewed by the purchaser before acceptance.

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41.2.2 Operating manuals and maintenance schedules

- Access to the Operating manuals and schedules come as standard with the purchase of the helicopter as well as revision thereof. Access to online publications and updates to be provided by the supplier for the first year free of charge.

41.3 Specification of the services to be provided

- Training of TNPA staff is included in the SOW

42 Constraints on how the *Supplier Provides the Goods and Services*

42.1 Work to be done by the Delivery Date

- Factory Acceptance flight will be conducted post assembly at purchaser's facility by the purchaser's pilots. Final acceptance flight will be conducted post assembly at purchaser's facility by the purchaser's pilots. All ground support equipment required for the assembly and manoeuvring of the helicopters at the designated facility of assembly must be provided by the supplier. The supplier's local representative must ensure that an adequate spare stock holding is maintained in support of the helicopters.

42.2 Services & other things to be provided by the *Purchaser or Supplier*

- The Purchaser will ensure that the South African Civil Aviation is available for the necessary processes of certification. The Supplier will ensure that travel and accommodation arrangements for the South African Civil Aviation Authority are handled.

42.3 Management meetings

- The Supply Manager will on a Monthly basis chair a Contract progress meeting and Feedback meeting in order to look at and discuss amongst other things; Contract data status, Progress against accepted programme/schedule, Contract costs, Risks & EW, Compensation events.
- Separate meetings for Specialist Activities such as Engineering & Design management and control may be convened as specified elsewhere in this Goods information or as specified in the accepted programme/schedule.

Meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title and purpose	Frequency	Location	Attendance by:
Risk reduction meetings.	As per Clause 16.1 & 16.2	As per Clause 16.2	As per Clause 16.3
Overall contract progress	Quarterly	Supplier premises	<i>Purchaser,</i>

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and feedback meeting.			<i>Supplier,</i>
Meetings of Specialist/Separate meetings	As and when required	To be decided by the Convener	To be decided by the Convener

- Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the manufacture of the goods. Records of these meetings shall be submitted to the Supply Manager by the person convening the meeting within five days of the meeting.
- All meetings shall be recorded using minutes and an attendance register prepared and circulated by the person who convened the meeting. The minutes shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

42.4 Documentation control

- All contract correspondence shall be issued through the Supplier manager. All hardcopy communication will be delivered to the Supplier Manager's office address. In the event of urgent communication, electronic communication can be transmitted to the Supplier manager.

42.5 Health and safety risk management

- All health and safety matters associated with the project shall be dealt with in accordance with Occupational Health & Safety Act 85 of 1993. The Supplier shall comply with the Health & Safety Management Plan

42.6 Environmental constraints and management

- No site environmental applicable as the project will be built off site. The new helicopters will meet all the environmental legislations applicable to helicopters.

42.7 Quality assurance requirements

- In terms of quality assurance, the Supplier is required to comply with South African Aviation Civil Association Regulations, 2011, as amended

42.8 Programming and Cash Flow Forecast

- The Supplier will submit a first programme to the Supplier Manager for acceptance in accordance with clause 31.1 of the contract. The Supplier's programme should show all items specified in clause 31.2 of the contract. The Supplier shall comply with the Purchaser's delivery plan.
- The Supplier shall submit a monthly cash flow forecast report to the Supplier Manager. The monthly cash flow report shall be based on the Accepted programme and will detail the anticipated monthly cash flow, represented by the expected assessments of the amounts due.

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- The Supplier shall, on a monthly basis, complete an assessment of all activities in progress and to completion, and accordingly revises and submits the updated cash flow forecast report detailing any variances and proposes remedial actions to rectify deviations.

42.9 Invoicing and payment

- The supplier shall address the tax invoice to Purchaser and include on each invoice the following information:
 - Name and address of the Supplier and the Supply Manager
 - The contract number and title
 - Supplier's VAT registration number
 - The Purchaser's VAT registration number
 - Description of goods and services provided for each item invoiced based on the Price Schedule
 - Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT
- The invoice to be sent to the attention of the Supply Manager

42.10 Insurance provided by the Purchaser (TNPA provides insurance)

- The insurance that will be provided by the Purchaser is as per Clause 87. The Supplier liaises with the Supply manager and the Purchaser at the contract date to declare the contract details to the Purchaser's insurance brokers.
- The Supplier liaises with the Supply manager and the Purchaser when a claim is made and assists in completing the claims advise forms that shall be provided.

42.11 Contract change management

- Contract change management will be conducted as outlined by core Clause 6. No scope changes are to be made by the Supplier without a formal approval from the Supply manager.

42.12 Provision of bonds and guarantees (Advance Payment Guarantee and Performance guarantee will apply accordingly)

In accordance with Clause X13.1, *the Supplier* shall give the *Purchaser* a performance bond, provided by a bank or insurer which the *Supply Manager* has accepted, for the amount stated in the Contract Data and in the form set out in the *Goods Information*. A reason for not accepting the bank or insurer should be that its commercial position is not strong enough to carry the bond.

In accordance with Clause X14.1 and 2, the Supplier shall give the Purchaser an Advance payment guarantee issued by a bank or insurer which the *Supply Manager* has accepted. A reason for not accepting the proposed bank or insurer should be that its commercial position is not strong enough to carry the bond.

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DESCRIPTION OF THE WORKS: FOR THE DESIGN, SUPPLY, COMMISSIONING, TESTING AND DELIVERY OF THE THREE (3) MARINE PILOT HELICOPTERS FOR THE PORTS OF DURBAN, RICHARDS BAY AND CAPE TOWN OVER A STAGGERED PERIOD OF EIGHTEEN (18) MONTHS

The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.

43 Procurement

43.1 Plant and materials

43.1.1 Plant & materials provided “free issue” by the *Purchaser*

- All plant and materials are to be provided by the *Supplier*.

43.1.2 Spares and consumables

- Supplier to provide all spares, fuel, oil, consumables, lifting equipment and any other items that will be required during the assembly process.

43.2 Marking the *goods* if payment is made before supply

- Serial numbers of the aircrafts will be allocated once all commercial processes are finalised.

44 Constraints at the Delivery Place

- The constraints at the delivery place are explained in 5.1 below

44.1 *Purchaser's* entry and security control, permits, and site regulations

- Permits will be made available by the purchaser for entry. The Supplier will comply with the Purchaser's Site entry security control, permits and regulations. The supplier will have to take out temporary entry permits for all staff working within the harbour, and all costs incurred shall be borne by the Supplier or his staff.
- The Supplier ensures that all his staff and equipment remains within the demarcated area.
- All Supplier staff & labour shall comply with Transnet National Authority operational safety requirements and are equipped with all necessary PPE.
- The Supplier ensures that all equipment, parts, plant and their staff are safe. The Supplier needs to comply with waste materials and site cleanliness regulations.
- The Supplier keeps records of all people, plant and equipment engaged on the site.

44.2 Equipment provided by the *Purchaser*

- The Supplier will make available all equipment necessary for re assembly at the purchaser's premises

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44.3 Work to be done at the Delivery Place by the Delivery Date

- Upon the delivery of the helicopters at the Transnet premises, the OEM will need to re assemble the helicopters and final tests and acceptance inspections will be conducted accordingly.

44.4 Start-up procedures required to put the *goods* into operation

- A test flight will be carried out at the purchaser's facility after the re-assembly of the helicopters to ensure that the helicopters are in a good working order.

44.5 Access given by the *Purchaser* for correction of Defects

- The Supplier will have to follow the same guidelines outlined in point 5.1 above.

44.6 Performance tests after Delivery

- A test flight will be carried out at the supplier's facility which will constitute as the "Performance Test". A test flight will be conducted at the purchaser's facility after the re-assembly of the helicopters.

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C3.2 SUPPLIER'S GOODS INFORMATION

Supply and delivery of the 3 helicopters according to the scope of work.

This section could also be compiled as a separate file.

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LIST OF ACRONYMS

Acronyms	Definition
ISA	Indicated Air Speed
VNE	Velocity Never Exceed
EASA	European Aviation Safety Agency
FAA	Federal Aviation Administration
IFR	Instrument Flight Rules
ADF	Automatic Directional Finder
DME	Distance Measuring Equipment
GPS	Global Positioning System
TCAS	Traffic Collision Avoidance Systems
APU	Auxiliary Power Unit
FADEC	Full Authority Digital Engine Control
RFM	Rotor Flight Manual
LED	Light Emitting Diode
OEM	Original Equipment Manufacturer
SAR	Search and Rescue
EMS	Emergency Medical Service
ELT	Emergency Locator Transmitter
SOW	Scope of Works
CAA	Civil Aviation Authority
EW	Early Warning
CE	Compensation Event

**ANNEXURE B: TECHNICAL EVALUATION
CRITERIA**

TECHNICAL EVALUATION - FOR THE MANUFACTURE,SUPPLY & DELIVERY OF THREE (3) MARINE PILOT HELICOPTERS FOR THE PORTS OF DURBAN, RICHARDS BAY AND CAPE TOWN OVER A STAGGERED PERIOD OF EIGHTEEN (18) MONTHS.

Technical Evaluation Sheet

Bidder Name: _____

Evaluator Name: _____

Nr	Category	Total Weight	Weight	Requirements	Type of Proof / Detail to be submitted	Model Answer
	Scope of Work: EvaluationCriteria					3 - The bidder fully meets requirements and value adding is extensive 2 - Meets critical requirements 1 - Partially meets requirements 0 - Company can not meet, high risk
1	Experience	20				Model Answer
1.1	Number of years manufacturing marine/Offshore/harbour pilot transfer helicopters		10	Bidder to provide evidence of years of experience in the manufacturing offshore/marine/harbour pilot transfer helicopters	Letter stating the years that the bidder has been manufacturing helicopters for the offshore/marine/harbour pilot transfer environment and a list of these helicopters supplied in that period to operators worldwide. The list must be endorsed by the company for whom the helicopters were manufactured	≥ 30 years and a list of the offshore/marine/harbour pilot transfer helicopters provided = 3 points 20 - 29 years of experience in the manufacturing offshore/marine/harbour pilot transfer helicopters plus a list of the offshore/marine/harbour pilot transfer helicopters provided= 2 points 15 - 19 years of experience in the manufacturing offshore/marine/harbour pilot transfer helicopters plus a list of the offshore/marine/harbour pilot transfer helicopters provided= 1 point ≤ 14 years = 0 points
1.2	Service provider must submit a minimum of three (3) traceable references for helicopters of similar spec delivered in the past three (3) years		10	References to substantiate experience indicated showing: •Project description •Customer name and contact details •Contract duration •Evidence of project completion i.e. Completion Certificate, Past or existing customers Reference letter •All references to be submitted on the clients letterhead The bidder to submit the following: •Previous experience based on similar work (specific to the scope) •References to substantiate experience indicated (project description, Client name and contact details, contract monetary value and duration).	Bidder to provide references which must be on a letterhead of the company that work was done for which must include contact details, types of helicopters supplied and for what function the helicopters are being used for .References must be from 3 different companies and accompanied by completion certificates	> 3 references with completion certificates submitted that are relevant = 3 points 3 reference with completion certificates submitted that are relevant = 2 points 2 referencewith completion certificates submitted that are relevant = 1 point 1 reference with completion certificates submitted that is relevant = 0 points
2	Manufacturing and Delivery Times	20				Model Answer
2.1	Manufacture and deliver 3 helicopters within 18 months or less from the date of the purchase order.		20	Manufacture and deliver helicopters between 12 to 18 months	Production and Delivery schedule to be produced or letter of commitment indicating time frames for the manufacturing and delivery times of the helicopters. (The delivery schedule to be in Microsoft Project level 3 showing critical milestones for delivery)	Manufacture and deliver helicopters in less than 12 months from the date of the purchase order = 3 points; Manufacture and deliver helicopters between 12 to 18 months from the date of the purchase order= 2 points; Manufacture and deliver helicopters between 19 to 22 months or more from the date of the purchase order = 1 point; Manufacture and deliver helicopters greater than 22 months from the date of the purchase order = 0 points;
3	Warranties and local support	10				Model Answer
3.1	Warranty period offered by OEM		10	OEM to offer warranties for all components and sub components that will be installed on the helicopters	Warranty Plan document indicating time period that is being offered and as well as the details of the warranty plan. Warranties of the engines, hoist, floatation gear and any other items that are fitted to the aircraft and are of a different manufacturer must be included in the warranty document.	2500 hours/ 3 years = 3 points 2000 hours/3 years = 2 points 1500 hours/2 years = 1 points 1000 hours/2 years or warranty period provided not as per the model answers above = 0 points
4	Technical Compliance	50				Model Answer
4.1	Compliance with the technical requirements (as per attached technical data, Annexure B		50	Bidder to ensure that the technical requirements of the helicopter are provided	Bidder to use Annexure B1 and B2 to indicate if they can provide the equipment as well as attach the supporting documentation of items are already approved and available for use.	98% - 100% compliance with Annexure B1 / B2 providing that items 1 - 68 are provided = 3 points 95%-97% compliance with Annexure B1 / B2 providing that items 1 - 68 are provided = 2 points 93%-94% compliance with Annexure B1 / B2 providing that items 1 - 68 are provided= 1 point ≤ 92% compliance with Annexure B1 / B2 = 0 points
Threshold 66.67		100.00	100.00	Threshold 66.67		

**ANNEXURE B1: PORTS OF DURBAN RICHARDS
BAY SPECIFICATION LIST**

Annexure B1: Durban and Richards Bay Specification List

NO	Criteria	Score	Yes	No	Comments
1	Pilot Clock	1			
2	Co-Pilot Clock	1			
3	Standby magnetic Compass	1			
4	Moving map	1			
5	Twin Engine capable of Category A, Performance Class 1	2			
6	Two anti-icing fuel systems with suction mode engine fuel pump capability	2			
7	FADEC	2			
8	Fire detection system	2			
9	Fire extinguisher system	2			
10	One ADF	1			
11	One DME	1			
12	One Transponder	1			
13	First and second GNSS (GPS)	1			
14	TCAS II	1			
15	Two Weather radars	2			
16	Four Audio Control Panels (Pilot, Co-pilot stations, Hoist Operator and Marine Pilot Stations)	2			
17	Fibre Optic gyros preferred	2			
18	Crashworthy fuel cells	1			
19	Full Glass Cockpit	1			
20	Independent screen to display Maps and Instrument Approach charts	1			
21	Health and Usage Monitoring System	1			
22	Four axis autopilot system with Auto Hover Function and SAR function Modes	2			
23	Two VHF radios	2			
24	Two Radio FM Maritime Radios	2			
25	Two NAV receivers	1			
26	Glare shields for instrumentation	1			
27	Overhead Cockpit Sun Shields	1			
28	One cockpit and one cabin fire extinguisher	1			
29	USB Socket	1			
30	Hardwire installation for Helitune system would be advantageous	1			
31	EMS kit and all installation provisions to be provided e.g Roof Rail	1			
32	Primer finished cabin walls	1			
33	Durable leather seat finishing	1			
34	Pilot/ Co-pilot crashworthy seats	1			
35	Hoist Operator seat, crashworthy	1			
36	Cockpit/cabin utility power socket	1			
37	Baggage compartment extender	1			
38	Fire detection system in baggage compartment	1			
39	Pilot / co-pilot/Hoist Operator headsets (David Clarke or equivalent) x 15	1			
40	Floor rail installation	1			
41	Access steps for pilot / co-pilot and cabin	2			
42	Rotor brake system	2			
43	2 additional radar altimeters	2			
44	Cockpit and Voice Flight Data Recorder	2			
45	Automatic Deployable Emergency Locator Transmitter	2			
46	Pax Transport Layout	1			
47	Sliding Door windows to have sliding windows for ventilation or equivalent	1			
48	Approach plates chart holders with lights for pilot and co-pilot (USB power outlet included).	1			
49	Tablet cradle for chart holders	1			
50	Maritime anti-corrosion protection	2			
51	Strobe lights	2			
52	Wireless ICS System for hoist operator	1			
53	Internal vertical tracks and grab handle	2			
54	chocks	1			
55	Search light control from hoist operator position	1			
56	Camera on the tail fin	2			
57	Cargo hook monitoring cameras (Qty 2)	1			
58	Manual cable cutter with safety line installed.	1			
59	Cabin fire axe	1			
60	Cockpit and cabin camera installation	3			
61	Right hand trooping step installation	1			
62	Hand rail installation on the right hand side of fuselage for hoisting operations	2			
63	All weathers covers to include tail blade locking mechanism and main rotor blade cover installation tool.	1			
64	TNPA approved paint scheme	1			
65	Main rotor and tail rotor blades high visibility painting	1			
66	Conventional Type Tail Rotor	3			
67	Range Not less than 700 km / 400 Nm (Internal Fuel Only)	2			
68	Max Endurance Internal Fuel only (without reserves) not less than 4 hours	2			
69	All weathers covers to include tail blade locking mechanism and main rotor blade cover installation tool.	1			
70	Tow bar	1			
71	Cargo net	1			
72	1 Million candle search light to be powered by the aircraft electrical system	1			
73	Landing gear locking pin	1			
TOTAL		100			

**ANNEXURE B2: PORT OF CAPE TOWN
SPECIFICATION LIST**

NO	Criteria	Score	Yes	No	Comments
1	Pilot Clock	1			
2	Co-Pilot Clock	1			
3	Standby magnetic Compass	1			
4	Moving map	1			
5	Twin Engine capable of Category A, Performance Class 1	2			
6	Two anti-icing fuel systems with suction mode engine fuel pump capability	2			
7	FADEC	2			
8	Fire detection system	2			
9	Fire extinguisher system	2			
10	One ADF	1			
11	One DME	1			
12	One Transponder	1			
13	First and second GNSS (GPS)	1			
14	TCAS II	1			
15	Two Weather radars	2			
16	Four Audio Control Panels (Pilot, Co-pilot stations, Hoist Operator and Marine Pilot Stations)	2			
17	Fibre Optic gyros preferred	2			
18	Crashworthy fuel cells	1			
19	Full Glass Cockpit	1			
20	Independent screen to display Maps and Instrument Approach charts	1			
21	Health and Usage Monitoring System	1			
22	Four axis autopilot system with Auto Hover Function and SAR function Modes	2			
23	Two VHF radios	2			
24	Two Radio FM Maritime Radios	2			
25	Two NAV receivers	1			
26	Glare shields for instrumentation	1			
27	Overheard Cockpit Sun Shields	1			
28	One cockpit and one cabin fire extinguisher	1			
29	USB Socket	1			
30	Hardwire installation for Helitune system would be advantageous	1			
31	EMS kit and all installation provisions to be provided e.g Roof Rail	1			
32	Primer finished cabin walls	1			
33	Durable leather seat finishing	1			
34	Pilot/ Co-pilot crashworthy seats	1			
35	Hoist Operator seat, crashworthy	1			
36	Cockpit/cabin utility power socket	1			
37	Baggage compartment extender	1			
38	Fire detection system in baggage compartment	1			
39	Pilot / co-pilot/Hoist Operator headsets (David Clarke or equivalent) x 15	1			
40	Floor rail installation	1			
41	Access steps for pilot / co-pilot and cabin	2			
42	Rotor brake system	2			
43	2 additional radar altimeters	2			
44	Cockpit and Voice Flight Data Recorder	2			
45	Automatic Deployable Emergency Locator Transmitter	2			
46	Pax Transport Layout	1			
47	Sliding Door windows to have sliding windows for ventilation or equivalent	1			
48	Approach plates chart holders with lights for pilot and co-pilot (USB power outlet included).	1			
49	Tablet cradle for chart holders	1			
50	Maritime anti-corrosion protection	2			
51	Strobe lights	2			
52	Wireless ICS System for hoist operator	1			
53	Internal vertical tracks and grab handle	2			
54	chocks	1			
55	Search light control from hoist operator position	1			
56	Camera on the tail fin	2			
57	Cargo hook monitoring cameras (Qty 2)	1			
58	Manual cable cutter with safety line installed.	1			
59	Cabin fire axe	1			
60	Cockpit and cabin camera installation	3			
61	Right hand trooping step installation	1			
62	Hand rail installation on the right hand side of fuselage for hoisting operations	2			
63	All weathers covers to include tail blade locking mechanism and main rotor blade cover installation tool.	1			
64	TNPA approved paint scheme	1			
65	Main rotor and tail rotor blades high visibility painting	1			
66	Conventional Type Tail Rotor	3			
67	Range Not less than 700 km / 400 Nm (Internal Fuel Only)	2			
68	Max Endurance Internal Fuel only (without reserves) not less than 4 hours	2			
69	All weathers covers to include tail blade locking mechanism and main rotor blade cover installation tool.	1			
70	Tow bar	1			
71	Cargo net	1			
72	1 Million candle search light to be powered by the aircraft electrical system	1			
73	Landing gear locking pin	1			
TOTAL		100			

ANNEXURE C: NEC CONTRACT



TRANSNET NATIONAL PORTS AUTHORITY
 CONTRACT NUMBER: TNPA/2023/02/0017/22363/RFP
 CONTRACT TITLE: FOR THE DESIGN, SUPPLY, COMMISSIONING, TESTING AND DELIVERY OF THE THREE
 (3) MARINE PILOT HELICOPTERS FOR THE PORTS OF DURBAN , RICHARDS BAY AND CAPE TOWN OVER
 A STAGGERED PERIOD OF EIGHTEEN (18) MONTHS

C1.1 Form of Offer & Acceptance

Offer

The *Purchaser*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

FOR THE DESIGN, SUPPLY, COMMISSIONING, TESTING AND DELIVERY OF THE THREE (3) MARINE PILOT HELICOPTERS FOR THE PORTS OF DURBAN AND RICHARDS BAY OVER A STAGGERED PERIOD OF EIGHTEEN (18) MONTHS

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Supplier* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

This Offer may be accepted by the *Purchaser* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Supplier* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

¹ This total is required by the *Purchaser* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.



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Acceptance

By signing this part of this Form of Offer and Acceptance, the *Purchaser* identified below accepts the tenderer's Offer. In consideration thereof, the *Purchaser* shall pay the *Supplier* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Purchaser* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Goods Information including Supply Requirements

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Purchaser* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Purchaser's Supply Manager* (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the *starting date* as set out in Clause 30.1 of the Contract Data by *Purchaser*.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the *Purchaser* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Purchaser**

Name &
signature of
witness

**Transnet National Ports Authority
237 Mahatma Gandhi Road
Queens Warehouse
Durban
4001**

Date



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Schedule of Deviations to be completed by the *Purchaser* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the *Purchaser* and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the *Purchaser* during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Purchaser

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

**Transnet National Ports Authority
 237 Mahatma Gandhi Road
 Queens Warehouse
 Durban
 4001**

Name & signature of witness

Date



C1.2 SC Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	<p>General</p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p>	<p>A: Priced contract with activity schedule</p>
	Dispute resolution Option	<p>W1: Dispute resolution procedure</p>
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for Options</p>	<p>X2: Changes in the law</p> <p>X3: Multiple Currencies</p> <p>X7: Delay damages</p> <p>X13: Performance bond</p> <p>X14: Advanced payment to the Supplier</p> <p>X16: Retention</p> <p>Z: <i>Additional conditions of contract</i></p>
	<p>of the NEC3 Supply Contract (December 2009 and amended April 2013)</p>	
10.1	<p>The <i>Purchaser</i> is (name):</p> <p>Address</p>	<p>Transnet SOC Ltd, trading through its operating division as Transnet National Ports Authority(Reg. no. 1990/000900/30)</p> <p>Transnet National Ports Authority 138 Eloff Street Braamfontein</p>



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		JOHANNESBURG 2000
	Having elected its Contractual Address for the purposes of this contract as: Transnet National Ports Authority	Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (eMendi Building) Port of Ngqura
10.1	The <i>Supply Manager</i> is (name): Address	TBA Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (eMendi Building) Port of Ngqura
	Tel e-mail	TBA
11.2(13)	The <i>goods</i> are	Design, Supply, Commissioning, Testing and Delivery of 3 marine pilot helicopters for the ports of Durban, Richards Bay and Cape Town.
11.2(13)	The <i>services</i> are	Testing and Final assessment by Authorised Engineers and Pilots. Training of the Pilots and Engineers.
11.2(14)	The following matters will be included in the Risk Register	Possible delays in delivery of the Helicopters due to ongoing battle between Russia and Ukraine. Possible price escalations.
11.2(15)	The Goods Information is in	Part 3: Scope of Supply and all documents and drawings to which it refers.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Two (2) weeks
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract



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		Data.																								
3	Time																									
30.1	The <i>starting date</i> is.																									
30.1	The <i>delivery date</i> of the <i>goods and services</i> and <i>services</i> is:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 70%;"><i>goods and services</i></th> <th style="width: 25%;"><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Manufacturing of the helicopters in line with the specifications.</td> <td>As per date indicated in the latest Accepted Programme.</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Pre-delivery inspection of the helicopters by Authorised Engineers.</td> <td>As per date indicated in the latest Accepted Programme.</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Licensing and registration by the Supplier.</td> <td>As per date indicated in the latest Accepted Programme.</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Delivery of the helicopters by the Supplier.</td> <td>As per date indicated in the latest Accepted Programme.</td> </tr> <tr> <td style="text-align: center;">5</td> <td></td> <td>As per date indicated in the latest Accepted Programme.</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Testing and Final assessment by Authorised Engineers and Pilots.</td> <td>As per date indicated in the latest Accepted Programme.</td> </tr> <tr> <td></td> <td>Training of pilots and engineers.</td> <td></td> </tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1	Manufacturing of the helicopters in line with the specifications.	As per date indicated in the latest Accepted Programme.	2	Pre-delivery inspection of the helicopters by Authorised Engineers.	As per date indicated in the latest Accepted Programme.	3	Licensing and registration by the Supplier.	As per date indicated in the latest Accepted Programme.	4	Delivery of the helicopters by the Supplier.	As per date indicated in the latest Accepted Programme.	5		As per date indicated in the latest Accepted Programme.	6	Testing and Final assessment by Authorised Engineers and Pilots.	As per date indicated in the latest Accepted Programme.		Training of pilots and engineers.	
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5		As per date indicated in the latest Accepted Programme.																								
6	Testing and Final assessment by Authorised Engineers and Pilots.	As per date indicated in the latest Accepted Programme.																								
	Training of pilots and engineers.																									
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	2 weeks of the Contract Date.																								
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.																								
32.2	The <i>Supplier</i> submits revised programmes at intervals no	2 weeks.																								



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	longer than	
4	Testing and defects	
42	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the works.
42.2	The <i>defect correction period</i> is	2 weeks.
5	Payment	
50.1	The <i>assessment interval</i> is monthly	On the 18th of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Rand Merchant Bank of South Africa.
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i>. The compensation events will be treated in line with core clause 6 of the NEC 3 supply contract option A.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>. The time will be treated in line with core clause 7 of the NEC 3 supply contract.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	1. None



9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of The Association of Arbitrators (Southern Africa)
94.4(2)	The <i>tribunal</i> is:	Arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).
94.4(5)	The place where arbitration is to be held is	Durban, South Africa
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa).
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	

10 Data for Option clause

11 Data for Option W1

W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration



W1.4(5) The *arbitration procedure* is **The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**

The place where arbitration is to be held is **Durban, South Africa**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is **The Chairman of the Association of Arbitrators (Southern Africa)**

X2 Changes in the law

X2.1 A change in the law of **[•] is a compensation event if it occurs after the Contract Date**

X3 Multiple currencies

X3.1	The <i>Purchaser</i> will pay for these items in the currencies stated	Items	Other currency	Total maximum payment in the currency
		[•]		
		[•]		
		[•]		

X3.1 The *exchange rates* are those published in **[•] on [•] (date)**

The items will be paid in the other currency
 - to a foreign Bank account nominated by the *Supplier*
 - to a valid SARB approved CFC account in South Africa
 - in accordance with an alternative payment method agreed with the *Purchaser* before the Contract Date.

(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)

X7 Delay damages

X7.1	Delay damages for Delivery are	Delivery of	amount per day
		Three (3) marine	R 250 000.00 per not Helicopter



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		pilot helicopters to the ports of Durban, Cape Town and Richards Bay.	delivered at the specific port as stated
X13	Performance bond		
X13.1	The amount of the performance bond is	5% of the total of the Prices at the Contract Date).	
X14	Advanced payment to the Supplier		
X14.1	The amount of the advanced payment is	30% of the contract value	
X14.2	An advanced payment bond	is required.	
X14.3	The <i>Supplier</i> repays the instalments in assessments starting not less than	26 weeks after the Contract Date.	
X14.3	The instalments are	10% monthly	
Z	The <i>additional conditions of contract</i> are		
Z1	Additional clause relating to Performance Bonds and/or Guarantees		
Z1.1		The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Purchaser</i> by a financial institution reasonably acceptable to the <i>Purchaser</i> .	
Z2	Additional clauses relating to Joint Venture		



Z2.1

Insert the additional core clause
 27.5

27.5. In the instance that the *Supplier* is a joint venture, the *Supplier* shall provide the *Purchaser* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

A brief description of the Contract and the Deliverables;

The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;

The constituent's interests;

A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;

Details of an internal dispute resolution procedure;

Written confirmation by all of the constituents:

of their joint and several liabilities to the *Purchaser* to Provide the *Goods*;

identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Supplier's* representative;

Identification of the roles and responsibilities of the constituents to provide the *Goods*.

Financial requirements for the Joint Venture:

the working capital requirements for the Joint Venture and the

extent to which and manner

whereby this will be provided and/or guaranteed by the

constituents from time to time;



Z2.2		Insert additional core clause 27.6
		27.6. The <i>Supplier</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Purchaser</i> .

Z3 Additional obligations in respect of Termination

Z3.1		<p>The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
------	--	--

Z3.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
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Z3.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
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Z4 Right Reserved by the Purchaser to Conduct Vetting through SSA



Z4.1

The *Purchaser* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Supplier* who has access to National Key Points for the following without limitations:

Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.

Secret – this clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.

Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

Z5

Additional Clause Relating to Collusion and/or Tender Rigging

Z5.1

The contract award is made without prejudice to any rights the *Purchaser* may have to take appropriate action later with regard to any collusion and/or tender rigging including blacklisting.

Z6

Protection of Personal Information Act



Z6.1	The <i>Purchaser</i> and the <i>Supplier</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
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Z7 Additional clause relating to Compensation events

Z7.1	The following will be added as an additional compensation event. <ul style="list-style-type: none"> • (16) Payment of foreign exchange fluctuations.
Z7.2	Fluctuations in the Foreign exchange rates will be treated as a compensation event based on the actual cost of the Forward Exchange Contract (Forward Cover) arranged by the <i>Supplier</i> , if instructed so by the <i>Supply Manager</i> , in accordance with the conditions stated.
Z7.3	The <i>Supplier</i> shall obtain a quote for a Forward Exchange Contract (Forward Cover) in respect of the imported Goods from a recognized financial institution registered in South Africa (an institution registered with the Financial Services Board) for comparative purposes within two weeks of the Contract date, and must submit this to the <i>Supply Manager</i> for acceptance before it is entered into. If accepted by the <i>Supply Manager</i> , this will be a compensation event and the Prices will be increased or reduced accordingly and the <i>Supply Manager</i> will not accept any further changes in prices due to exchange rate fluctuations as thereafter the total of the Prices will be fixed in ZAR (South African Rands).
Z7.4	The resulting compensation event will be based on an actual Forward exchange Contract (FEC) between the <i>Supplier</i> and a recognized financial institution registered in South Africa. It shall be the <i>Supplier's</i> responsibility to liaise directly with the <i>Supply Manager</i> and or any other person as directed by the <i>Supply Manager</i> to finalise the foreign currency hedging process (Forward Exchange Contract) to be entered into by the <i>Supplier</i> .
Z7.5	If the <i>Supplier</i> fails to provide the Forward Exchange Contract (Forward Cover) within two weeks of the Contract Date, the <i>Supply Manager</i> will assess the compensation event based on his own assessment of the foreign currency cash flow and projected forward rates.

Z8 Incoterms



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Z8.1	The purchaser selected CIP – Carriage and Insurance Paid incoterm. The Supplier delivers the goods to the carrier or another person nominated by the Supplier at an agreed place, but the Supplier also contract for insurance cover against the Purchaser’s risk of loss of or damage to the goods during the carriage. Supplier is required to obtain insurance only on minimum cover.
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Z9	Retention	
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Z9.1	The retention free amount is	Nil
	The retention percentage is	10% on each payments certified



C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (December 2009 with amendments dated April 2013) and the relevant parts of its Guidance Notes (SC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Data is required relevant to the option selected. Complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data												
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.													
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:													
11.2(11)	The tendered total of the Prices is	R, (in words)												
11.2(12)	The <i>price schedule</i> is in:													
11.2(14)	The following matters will be included in the Risk Register													
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are													
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table border="1"> <thead> <tr> <th></th> <th><i>goods and services</i></th> <th><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1			2			3		
	<i>goods and services</i>	<i>delivery date</i>												
1														
2														
3														
31.1	The programme identified in the Contract Data is contained in:													
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%												



C1.3 Forms of Securities

Pro formas for Guarantees

For use with the NEC3 Supply Contract (December 2009 with amendments April 2013)

The *conditions of contract* stated in the Contract Data Part 1 may include the following Options:

Option X14 Advanced payment to the *Supplier*

These Options require a guarantee "in the form set out in the Goods Information".

Pro forma documents for these guarantees are provided here for convenience but are to be treated as part of the Goods Information.

The organisation providing the guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Purchaser* within the time stated in the contract.



Pro forma Advanced Payment Guarantee (for use with Option X14)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

[Insert *Purchaser's* name and registered address]

Bank ref no. [•]

Date: [•]

Dear Sirs,

Advanced Payment Guarantee for Contract No. [•]

With reference to the above numbered contract made or to be made between

Transnet National Ports Authority
N2 Neptune Road,
Entrance Foyer, TNPA Admin Building (eMendi Building)
Port of Ngqura

(the *Purchaser*) and

{Insert registered name and address of the *Supplier*}

(the *Supplier*), for

**Supply of three (3) marine pilot helicopters to the ports of Durban,
 Richards Bay and Cape Town**

(the *goods and services*).

I/We the undersigned [•]

on behalf of the Surety [•]

of physical address [•]

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and proper repayment by the *Supplier* to the *Purchaser* of the advanced payment made by the *Purchaser* to the *Supplier* under the Contract, and for all losses and expenses that may be suffered or incurred by the *Purchaser* as a result of non-payment by the *Supplier*, subject to the following conditions

1. The terms *Purchaser*, *Supplier*, and the *goods and services* have the meaning as assigned to them by the *conditions of contract* listed in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" "Revision of Accounts", "Cession of Action" and any other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Purchaser* has the absolute right to arrange his affairs with the *Supplier* in any manner which the *Purchaser* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the



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foregoing compromise, extension of the supply period, indulgence, release or variation of the *Supplier's* obligation shall not affect the validity of this Advance Payment guarantee.

- 4. This guarantee expires on the date when the Surety receives a notice from the *Supply Manager* stating that the advanced payment has been repaid to the *Purchaser* in terms of the Contract, or liquidated by deductions from other payments due to the *Supplier*.
- 5. The amount of the guarantee shall be payable to the *Purchaser* upon the *Purchaser's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Supply Manager* stating the amount of the *Purchaser's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Purchaser's* loss, damage and expense.
- 6. Our total liability hereunder shall not exceed the sum of (R) which is equal to the advance payment.
- 7. This Advanced Payment Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 20_

Signature(s)	_____	_____
Name(s) (printed)	_____	_____
Position in Surety company	_____	_____
Signature of Witness(s)	_____	_____
Name(s) (printed)	_____	_____

ANNEXURE D: PRICING SCHEDULE



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PART C2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	5



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C2.1 Pricing assumptions

1. The *conditions of contract*

1.1. How *goods* and *services* are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, December 2009 (SC)(with amendments April 2013) core clauses states:

Identified and defined terms	11 11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate. (12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is <ul style="list-style-type: none"> • the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, • where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, • plus other amounts to be paid to the <i>Supplier</i>, • less amounts to be paid by or retained from the <i>Supplier</i>. <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

1.2. Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *Supplier* Provides the Goods and Services in accordance with the Goods Information". Hence the *Supplier* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

1.3. Preparing the *price schedule*

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC Guidance Notes before preparing the *price schedule*. Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

1 As the *Supplier* has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to a *Supplier's* risk, the lump sum Prices and rates must also include for the correction of Defects.



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2 If the *Supplier* has decided not to identify a particular item in the *price schedule* at the time of tender the cost to the *Supplier* of doing the work is assumed to be included in, or spread across, the other Prices and rates in the *price schedule* in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item of *goods* or *services* later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Supplier* in the *price schedule* are inclusive of everything necessary and incidental to Providing the Goods and Services in accordance with the Goods Information, as it was at the time of tender, as well as correct any Defects not caused by a *Purchaser's* risk.

5 The *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of a *Purchaser's* risk event listed in core clause 80.1.

1.4. Format of the *price schedule*

(From Appendix 5 on page 78 of the SC Guidance Notes)

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item which is the rate for the item multiplied by the quantity completed, the tendering *Supplier* enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

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C2.2 the price schedule

Bidders to price for both shipment options. Transnet will conduct evaluations on both Option A and B separately. The lowest price between the two Options will be the determining factor on which Option will be selected, regardless of whether or not Bidders preferred to price only on one Option.

PORT OF DURBAN

Item no	Description	Amount (ZAR)
1	Helicopter Price	
1.1	Singe/Dual Pilot VFR/IFR/ CAT A System Requirements	
1.2	Equipment Requirements(as per scope of works)	
1.3	Marine Pilot Transfer Equipment Requirements	
1.4	Utility Equipment	
1.5	Painting	
1.6	Warranty	
1.7	Spare Parts (One (1) x spare rescue hoist)	
2	Final acceptance test at buyer's premises	
3	Customer Support Package (Ground Support, Tooling and FSR)	
4	Additional Training	
5	Shipment	
5.1	Option A - Sea freight (incl. insurance, CIP incoterms and any other costs not mentioned associated with this option including clearing costs)	
	Total price excluding VAT	



TRANSNET NATIONAL PORTS AUTHORITY
 CONTRACT NUMBER: TNPA/2023/02/0017/22363/RFP
 CONTRACT TITLE: FOR THE DESIGN, SUPPLY, COMMISSIONING, TESTING AND DELIVERY OF THE THREE (3) MARINE PILOT HELICOPTERS FOR THE PORTS OF DURBAN, RICHARDS BAY AND CAPE TOWN OVER A STAGGERED PERIOD OF EIGHTEEN (18) MONTHS

Item no	Description	Amount (ZAR)
1	Helicopter Price	
1.1	Singe/Dual Pilot VFR/IFR/ CAT A System Requirements	
1.2	Equipment Requirements(as per scope of works)	
1.3	Marine Pilot Transfer Equipment Requirements	
1.4	Utility Equipment	
1.5	Painting	
1.6	Warranty	
1.7	Spare Parts (One (1) x spare rescue hoist)	
2	Final acceptance test at buyer's premises	
3	Customer Support Package (Ground Support, Tooling and FSR)	
4	Additional Training	
5	Shipment	
5.1	Option B - Ferry (incl. insurance, CIP incoterms and any other costs not mentioned associated with this option including clearing costs)	
	Total price excluding VAT	

TRANSNET NATIONAL PORTS AUTHORITY
 CONTRACT NUMBER: TNPA/2023/02/0017/22363/RFP
 CONTRACT TITLE: FOR THE DESIGN, SUPPLY, COMMISSIONING, TESTING AND DELIVERY OF THE THREE (3) MARINE PILOT HELICOPTERS FOR THE PORTS OF DURBAN, RICHARDS BAY AND CAPE TOWN OVER A STAGGERED PERIOD OF EIGHTEEN (18) MONTHS

PORT OF RICHARDS BAY

Item no	Description	Amount(ZAR)
1	Helicopter Price	
1.1	Singe/Dual Pilot VFR/IFR/ CAT A System Requirements	
1.2	Equipment Requirements(as per scope of works)	
1.3	Marine Pilot Transfer Equipment Requirements	
1.4	Utility Equipment	
1.5	Painting	
1.6	Warranty	
1.7	Spare Parts (One (1) x spare rescue hoist)	
2	Final acceptance test at buyer's premises	
3	Customer Support Package (Ground Support, Tooling and FSR)	
4	Additional Training	
5	Shipment	
5.1	Option A - Sea freight (incl. insurance, CIP incoterms and any other costs not mentioned associated with this option including clearing costs)	
	Total price excluding VAT	

Item no	Description	Amount(ZAR)
1	Helicopter Price	
1.1	Singe/Dual Pilot VFR/IFR/ CAT A System Requirements	
1.2	Equipment Requirements(as per scope of works)	
1.3	Marine Pilot Transfer Equipment Requirements	
1.4	Utility Equipment	
1.5	Painting	
1.6	Warranty	
1.7	Spare Parts (One (1) x spare rescue hoist)	
2	Final acceptance test at buyer's premises	
3	Customer Support Package (Ground Support, Tooling and FSR)	
4	Additional Training	
5	Shipment	
5.1	Option B - Ferry (incl. insurance, CIP incoterms and any other costs not mentioned associated with this option including clearing costs)	
	Total price excluding VAT	



TRANSNET NATIONAL PORTS AUTHORITY
 CONTRACT NUMBER: TNPA/2023/02/0017/22363/RFP
 CONTRACT TITLE: FOR THE DESIGN, SUPPLY, COMMISSIONING, TESTING AND DELIVERY OF THE THREE (3) MARINE PILOT HELICOPTERS FOR THE PORTS OF DURBAN, RICHARDS BAY AND CAPE TOWN OVER A STAGGERED PERIOD OF EIGHTEEN (18) MONTHS

PORT OF CAPE TOWN

Item no	Description	Amount(ZAR)
1	Helicopter Price	
1.1	Singe/Dual Pilot VFR/IFR/ CAT A System Requirements	
1.2	Equipment Requirements(as per scope of works)	
1.3	Marine Pilot Transfer Equipment Requirements	
1.4	Utility Equipment	
1.5	Painting	
1.6	Warranty	
1.7	Spare Parts (One (1) x spare rescue hoist)	
2	Final acceptance test at buyer's premises	
3	Customer Support Package (Ground Support, Tooling and FSR)	
4	Additional Training	
5	Shipment	
5.1	Option A - Sea freight (incl. insurance, CIP incoterms and any other costs not mentioned associated with this option including clearing costs)	
	Total price excluding VAT	

Item no	Description	Amount(ZAR)
1	Helicopter Price	
1.1	Singe/Dual Pilot VFR/IFR/ CAT A System Requirements	
1.2	Equipment Requirements(as per scope of works)	
1.3	Marine Pilot Transfer Equipment Requirements	
1.4	Utility Equipment	
1.5	Painting	
1.6	Warranty	
1.7	Spare Parts (One (1) x spare rescue hoist)	
2	Final acceptance test at buyer's premises	
3	Customer Support Package (Ground Support, Tooling and FSR)	
4	Additional Training	
5	Shipment	
5.1	Option B - Ferry (incl. insurance, CIP incoterms and any other costs not mentioned associated with this option including clearing costs)	
	Total price excluding VAT	

**ANNEXURE E: TRANSNET'S GENERAL BID
CONDITIONS**

GENERAL BID CONDITIONS

[September 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.

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 and may also be downloaded from the Transnet website at 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 (BEC chairperson), 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.

**ANNEXURE F: TRANSNET'S SUPPLIER
INTEGRITY PACT**



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.

ANNEXURE G: NON-DISCLOSURE AGREEMENT



NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

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

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

and

the Company as indicated in the RFP bid response hereto

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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