

**TRANSNET RAIL INFRASTRUCTURE MANAGER (TRIM)**an Operating Division of **TRANSNET SOC LTD**[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP]****FOR THE SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF RADIO PLANNING AND SPECTRUM MANAGEMENT TOOLS TO TRANSNET RAIL INFRASTRUCTURE MANAGER (TRIM) NATIONALLY FOR A PERIOD OF FIVE (5) YEARS.**

<b>RFP NUMBER</b>	<b>HOAC HO 52268</b>
<b>ISSUE DATE:</b>	<b>29 August 2025</b>
<b>CLOSING DATE:</b>	<b>30 September 2025</b>
<b>EXTENDED CLOSING DATE:</b>	<b>17 October 2025</b>
<b>SECOND EXTENDED CLOSING DATE</b>	<b>11 NOVEMBER 2025</b>
<b>CLOSING TIME:</b>	<b>10:00AM</b>
<b>BID VALIDITY PERIOD:</b>	<b>180 Business Days from Closing Date</b>
<b>SUBMISSION TO:</b>	<b>Transnet e-tender submission portal – see SECTION 2 for details</b>

**PLEASE NOTE THE FOLLOWING AMENDMENTS IN THE RFP DOCUMENT:**

The addendum shall address the following:

- Amendment of closing date from 17 October 2025 11 November 2025
- Amendment of Section 3-Scope of work
- Amendment of Mandatory Returnable Document Section 4 -SECTION 4: pricing and delivery schedule, page 26-35. **Please refer to below Addendum 02-Section 4 Price and Delivery Schedule – Updated for bidders to completed and submitted.**

**ADDENDUM 02**

- Amendment of Annexure E2 - Scope of Work.
- Amendment of Clarification deadline- 02 October 2025-22 October 2025 (Section 2 (page 10), Section 8 (Page 48)).
- Other Annexures and Sections

All other tender documentation as per Issued RFP, Addendum 01 remains unchanged and all other terms and conditions remain unchanged

**RFP FOR THE SUPPLY AND DELIVERY OF RADIO PLANNING AND SPECTRUM MANAGEMENT TOOLS TO TRANSNET RAIL INFRASTRUCTURE MANAGER (TRIM) FOR A PERIOD OF FIVE (5) YEARS**

**SECTION 1: SBD1 FORM**

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TFR, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	<b>HOAC HO 52268</b>	ISSUE DATE:	<b>29 August 2025</b>	CLOSING DATE:	<b>11 November 2025</b>	CLOSING TIME:	<b>10:00</b>
DESCRIPTION	<b>FOR THE SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF RADIO PLANNING AND SPECTRUM MANAGEMENT TOOLS TO TRANSNET RAIL INFRASTRUCTURE MANAGER (TRIM) NATIONALLY FOR A PERIOD OF FIVE (5) YEARS.</b>						
BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS							
<p>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.</p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ol style="list-style-type: none"> <li>Log on to the Transnet eTenders management platform website/Portal using <b>Google Chrome:</b> <a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a>;</li> <li>Click on "ADVERTISED TENDERS" to view advertised tenders;</li> <li>Click on "SIGN IN/REGISTER to register new bidder information and ensure that all mandatory information is completed OR to sign in if already registered;</li> <li>Toggle (click to switch) the "Log an Intent" button to submit a bid;</li> <li><b>Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.</b></li> <li><b>Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.</b></li> <li>No late submissions will be accepted.</li> <li><b>Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid. Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.</b></li> <li><b>In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.</b></li> <li>A detailed bidder guide can be found on the Transnet Portal <a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a></li> </ol>							
BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:							
CONTACT PERSON	<b>Dominic Maroka</b>						
TELEPHONE NUMBER	<b>011 308 1667</b>						
FACSIMILE NUMBER	<b>N/A</b>						
E-MAIL ADDRESS	<b>Dominic.Maroka@Transnet.net</b>						



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				
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.				
	TCP PIN		OR	CSD NO
SUPPLIER COMPLIANCE STATUS	<input type="checkbox"/> Yes  <input type="checkbox"/> No		OR	BBEEE STATUS LEVEL SWORN AFFIDAVIT
If Yes, Who was the Certificate issued by?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>				
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]	
Signature of the Bidder	.....	Date:	.....	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE BIDDER HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.				

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. TAX COMPLIANCE REQUIREMENTS**



- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 1.7 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. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT [HTTPS://SECURE.CSD.GOV.ZA/](https://secure.csd.gov.za/).

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

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

## SECTION 2 : NOTICE TO BIDDERS

### 1 INVITATION TO BID

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

<b>DESCRIPTION</b>	<b>RFP FOR THE SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF RADIO PLANNING AND SPECTRUM MANAGEMENT TOOLS TO TRANSNET RAIL INFRASTRUCTURE MANAGEMENT NATIONALLY FOR A PERIOD OF FIVE (5) YEARS.</b>
<b>TENDER ADVERT</b>	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>• Click on "Tender Opportunities";</li> <li>• Select "Advertised Tenders";</li> <li>• In the "Department" box, select Transnet SOC Ltd.</li> </ul> <p>Once the tender has been 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 <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (</p>
<b>COMMUNICATION</b>	<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>
<b>BRIEFING SESSION</b>	<p>Yes Non-compulsory</p> <p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: <a href="mailto:Dominic.Maroka@Transnet.net">Dominic.Maroka@Transnet.net</a></p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session.</p> <p>A non-compulsory pre-proposal RFP briefing will be conducted at Microsoft Teams on the 09 September 2025 at 11:00 for a period of ± 1,5 hours via <b>MS TEAM .PLEASE CLICK ON LINK <a href="#">Join the meeting now</a></b></p> <p>Refer to paragraph <b>Error! Reference source not found.</b> for details.</p>
<b>CLOSING DATE</b>	<p><b>10:00 am on Tuesday 11 November 2025</b></p> <p>Bidders must ensure that bids are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration.</p> <p>Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.</p>

	<p>Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.</p>
<p><b>VALIDITY PERIOD</b></p>	<p><b>180 Business Days from Closing Date</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>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 9.10</p>

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

**2 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.

COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)

2.1 For specific clarification relating to this RFP, an RFP Clarification Request Form should be submitted to [Dominic Maroka] before 12:00 on 22 October 2025, substantially in the form set out in Section 8

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

- 2.2 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to [groupscmcomplaints@transnet.net](mailto:groupscmcomplaints@transnet.net). Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.
- 2.3 After the closing date of the RFP, a Respondent may only communicate with the **Prudence Nkabinde** (Secretariat of the acquisition council), at telephone number **011 584 0821**, email [Prudence.Nkabinde@Transnet.net](mailto:Prudence.Nkabinde@Transnet.net) on any matter relating to its RFP Proposal.
- 2.4 Respondents are to note that changes to its submission will not be considered after the closing date.
- 2.5 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.
- 2.6 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.
- 2.7 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 reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

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

### 1 SCOPE OF REQUIREMENTS-REFER TO DETAILED ANNEXURE E1 TECHNICAL SPECIFICATION SPC-01293 AND ADDENDUM 02- E2 SCOPE OF WORK

#### Scope of work

- 1.1 The planning tool must evaluate radio transmitter sites; predict, map, and analyse radio coverage; plan land mobile radio, conduct intermodulation and adjacent channel interference studies.
- 1.2 The tool must be able to evaluate dual polarization modulation, E-band (Licensed and unlicensed) radio frequencies, azimuth, site coordinates, radiations patterns, site codes, Line of Sight, Fresnel clearance zone, fade margin, availability, and receive levels.
- 1.3 It must model the physical layer of communication systems – specifically, RF propagation over terrain and clear line of sight between sites.
- 1.4 The software must have the intelligence of storing site information for future referencing.
- 1.5 On the Radio Planning sphere, the software must support these technologies: Analogue radio technologies (Open channel radio, MPT1327), 4G (Mission critical and commercial), 5G, IoT, DMR, P25 Wi-Fi (All standards)
- 1.6 On the Microwave planning sphere, the software must support all legacy microwave technologies and new technologies that support wide range frequency planning including E-Band. The tool must also support planning for capacities of at least up to 20Gb/s and Channel Bandwidth from at least 7MHz to 112MHz and more.
- 1.7 RF planning capabilities must give an up-to-date view of the mobile networks and should enable RF engineers to focus on the right mobile network planning and optimization tasks.
- 1.8 It is essential for the software to address every stage of the network lifecycle, from strategic RF planning to mobile network design and management. It must also cater for re-planning and multi-technology and multi-vendor mobile network optimization, including small cells and heterogeneous networks (HetNets).

#### Other Requirements

##### Training

- Three training sessions with a minimum of **06 delegates** per session
- Technical training on the core of the Tool should be provided.
- Training should be offered on the system management.
- User manuals should be developed.
- Onsite functional training should be offered.

##### Support

- Support through an SLA must be provided.
- Integration of the operation manuals into the application.
- Visualisation of the data structure.
- Technical support.
- Support must be specified on bid document

## 2. STEP ONE: Test for Administrative and Substantive Responsiveness

The test for administrative responsiveness will include the following:

<b>Administrative &amp; Substantive responsiveness check</b>	<b>RFP Reference</b>
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 5</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 5</i>
<ul style="list-style-type: none"> <li>Verify if the Bid document has been duly signed by the authorised respondent</li> </ul>	<i>All sections</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer- (fully completed on all line items)</li> </ul>	<i>Section 4 - Quotation Form- <b>Addendum 02</b></i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows:           <ul style="list-style-type: none"> <li>- Valid Certificate from a recognised Electronic and Computer engineering/ Telecommunication Laboratory or affiliated with Institute of Electrical and Electronic Engineering (IEEE) or International Telecommunication Union (ITU) standards or a letter from the Original Equipment Manufacture OEM stating its support and affiliation with the bidder.</li> </ul> </li> </ul>	<i>Annexure . E2-Addendum <b>02</b></i>

***The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for Technical and Functional threshold***

**ADDENDUM 02-SECTION 4: PRICING AND DELIVERY SCHEDULE**

**PLEASE SEE PRICING SCHEDULE BELOW:**



<b>SECTION A- SUPPLY, INSTALLATION , CONFIGURATION AND CALLIBRATION</b>						
<b>Type</b>	<b>Requirement</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit (Excl (ZAR)</b>	<b>Price (VAT)</b>	<b>Total Price (Excl (VAT) (ZAR)</b>
Software	Mandatory	Open channel radio and MPT1327 Planning module	6 User			
Software	Mandatory	point to point and point to multi point for all frequencies 200 MHz to 90 GHz (E-band) Microwave Planning Module -	6 User			
Software	Mandatory	Mission critical and Commercial), LTE,5G, IoT, DMR, P25 Wi-Fi Planning Module	6 User			
Software	Mandatory	GIS updated maps and interchange with google earth with high resolution	2			
Software	Mandatory	Calibration of propagation models	6 User			
Software	Mandatory	Spectrum Licenses	2			
Software	Mandatory	Installation and Commissioning of Service-	1			
Software	Mandatory	Configurations of LTE and MPT 1327	1			
Software	Mandatory	Training 10 users in Johannesburg	1			
Software	Mandatory	Training 10 users in Durban	1			
Software	Mandatory	Training 10 users in Cape Town	1			
<b>SECTION A- SUPPLY, INSTALLATION, CONFIGURATION AND CALLIBRATION TOTAL PRICE (EXCL VAT)</b>						



<b>SECTION B -BUSINESS TRAVEL FOR TRAINING FOR SITE 1, SITE 2 AND SITE 3 (JOHANNESBURG, CAPETOWN &amp; DURBAN)</b>				
<b>Business Travel at Transnet Freight Rail - Once off Johannesburg</b>	<b>Number of Site</b>	<b>Estimate Number of Days Required</b>	<b>Estimate Day Rate Excl VAT</b>	<b>Total Price (Excl (VAT) (ZAR)</b>
Accommodation	1	1		
Flights Return	1	1		
Additional Fees (meals, car rental, Parking , tolls, Contingency )	1	1		
<b>Business Travel -Total Price (ex (VAT) (ZAR) for Site 1 –Johannesburg</b>				
<b>Business Travel at Transnet Freight Rail Once off to Cape Town</b>	<b>Number of Site</b>	<b>Estimate Number of Days Required</b>	<b>Estimate Day Rate Excl VAT</b>	<b>Total Price (Excl (VAT) (ZAR)</b>
Accommodation	1	1		
Flights Return	1	1		
Additional Fees (meals, car rental, Parkng , tolls, Contingency )	1	1		
<b>Business Travel -Total Price (Excl (VAT) (ZAR) for Site - Cape Town</b>				
<b>Business Travel at Transnet Freight Rail - Once off to Durban</b>	<b>Number of Site</b>	<b>Estimate Number of Days Required</b>	<b>Estimate Day Rate - Excl VAT</b>	<b>Total Price (Excl (VAT) (ZAR)</b>



Accommodation	1	1		
Flights Return				
	1	1		
Additional Fees (meals, car rental, Parkng , tolls, Contingency )	1	1		

**Business Travel - Total Price (Excl (VAT) (ZAR) for Site 3-Durban .**

**SECTION B- BUSINESS TRAVEL FOR SITE 1, SITE 2 AND SITE 3 TOTAL PRICE (EXCL VAT)**

**SECTION C- ONLINE SUPPORT LINCESSES AND UPDATES**

Type	Requirement	Description	Quantity	Unit Price (Excl VAT) (ZAR)	Total Price (Excl (VAT) (ZAR)
Software	Mandatory	Onsite Support for the first 12 months	1		
Software	Mandatory	Online support Year 2	1		
Software	Mandatory	Online support Year 3	1		
Software	Mandatory	Online support Year 4	1		



Software		Mandatory	Online support Year 5	1		
Licences Updates	and	Mandatory	MPT1327, Open Channel radio, Microwave Planning module, Mission critical and Commercial, LTE,5G, IoT, DMR, P25 Wi-Fi planning module, and Maps Update Year 1	1		
Licences Updates	and	Mandatory	MPT1327, Open Channel radio, Microwave Planning module, Mission critical and Commercial, LTE, 5G, IoT, DMR, P25 Wi-Fi planning module, and Maps Update Year 2	1		
Licences Updates	and	Mandatory	MPT1327, Open Channel radio, Microwave Planning module, Mission critical and Commercial, LTE, 5G, IoT, DMR, P25 Wi-fi planning module, and Maps Update Year 3	1		
Licences Updates	and	Mandatory	MPT1327, Open Channel radio, Microwave Planning module, Mission critical and Commercial, LTE, 5G, IoT, DMR, P25 Wi-Fi planning module, and Maps Update Year 4	1		
Licences Updates	and	Mandatory	MPT1327, Open Channel radio, Microwave Planning module, Mission critical and Commercial LTE, 5G, IoT, DMR, P25 Wi-Fi planning module, and Maps Update Year 5	1		
<b>SECTION C- ONLINE SUPPORT LINCESSES AND UPDATES- TOTAL EXCL VAT</b>						

DESCRIPTION	TOTAL EXCL VAT AND INCL VAT
<b>SECTION A- SUPPLY, INSTALLATION, CONFIGURATION AND CALLIBRATION</b>	
<b>SECTION B- BUSINESS TRAVEL FOR SITE 1, SITE 2 AND SITE 3 (JOHANNESBURG, CAPETOWN &amp; DURBAN)</b>	
<b>SECTION C- ONLINE SUPPORT LINCESSES AND UPDATES</b>	
<b>VAT</b>	
<b>TOTAL INCL VAT (SECTION A, SECTION B AND SECTION C)</b>	

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

**Notes to Pricing:**

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

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

.....  
.....

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

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

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 outcome of the RFQ and information of the successful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 09 of 2022/2023.

**JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS**

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

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

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

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

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

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

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

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

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

## 2. "AS AND WHEN REQUIRED" CONTRACTS

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

## 3. 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 service provider, 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:

- 3.1 ZAR 1.00 [South African currency] being equal to \_\_\_\_\_ [*foreign currency*]
- 3.2 \_\_\_\_\_ % in relation to tendered price(s) to be remitted overseas by Transnet
- 3.3 \_\_\_\_\_ [Name of country to which payment is to be made]
- 3.4 Beneficiary details:
- Name [Account holder] \_\_\_\_\_
- Bank [Name and branch code] \_\_\_\_\_
- Swift code \_\_\_\_\_
- Country \_\_\_\_\_
- 3.5 \_\_\_\_\_ [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].

#### 4. 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.

#### 5. SERVICE LEVELS

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

#### Acceptance of Service Levels:

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

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

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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If “yes”, please specify details in paragraph 6.2 below.

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

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**7. RISK AND SAFETY**

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:**

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**7.2 Continuity of supply:**

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

The specification for general work and works on, over, under or adjacent to railway lines and near high voltage equipment (E7/1) must be complied with by the successful tenderer as issued by the Project Manager. The successful tenderer must submit to Transnet COIDA letter of good standing, complete Section 37 (2) agreement, valid medical certificates for all employees working on this project and safety file to Transnet before start of any activities to ensure compliance with Health and Safety, Act No. 85 of 1993 as well as other applicable legislation and standards. The successful tenderer must apply for health and safety induction before mobilising employees to site.

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

**SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS**

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

\_\_\_\_\_ carrying on business trading/operating as

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

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

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

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

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

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

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the 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

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

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

any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

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

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

**ADDRESS FOR NOTICES**

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

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

Name of Entity:

\_\_\_\_\_

Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**NOTIFICATION OF AWARD OF RFP**

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. 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 180 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)

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

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

**RETURNABLE DOCUMENTS**

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

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

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

**a) Mandatory Returnable Documents**

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

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
<b>Addendum 02-SECTION 4: Pricing and Delivery Schedule (fully completed on all line items)</b>	
Valid Certificate from a recognised Electronic and Computer engineering/ Telecommunication Laboratory or affiliated with Institute of Electrical and Electronic Engineering (IEEE) or International Telecommunication Union (ITU) standards or a letter from the Original Equipment Manufacture OEM stating its support and affiliation with the bidder.	

**c) Essential Returnable Documents:**

Respondents are further required to submit the following **Essential Returnable Documents** with their and to confirm submission of these documents by so indicating [Yes or No] in the table below:

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
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 9: Specific Goal Points Claim Form	
SECTION 10 : Certificate of attendance of non-compulsory RFP Briefing	
Proof of Active and Valid Registration on the National Treasury Central Supplier Database	
Technical Support Organogram	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
Annexure A - Transnet's General Bid Conditions	
Annexure B - Master Agreement	
Annexure C - Transnet's Supplier Integrity Pact	
Annexure D - Non-disclosure Agreement	
Annexure E 1- Technical Specification Spc-01293	
<b>Addendum 02 - Annexure E2 - Scope Of Work</b>	
<b><u>SAFETY PACK</u></b>	
Annexure F: Safety Specification Bbd8210_Ver_1 E7 1	
Addendum 01 - Annexure G: Section 37 Mandatory Agreement	
Addendum 01 - Annexure H: Health And Safety Assessment for Planning Tool-Assessment Schedule	
Addendum 01 - Annexure I: T2 2-08b Hs Cost Breakdown for Planning Tool Project	
Annexure J: SHE Specification for Planning Tool Project	
Annexure L: t2 2-08a health and safety questionnaire for planning tool	
Annexure M: Health and Safety specification	
<b><u>RISK PACK</u></b>	

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 Respondent's Signature

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 Date & Company Stamp

Annexure K: Risk Assessment Criteria	
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**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
 Respondent’s Signature

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

## SECTION 6: RFP DECLARATION CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM WITH RFP

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

1	Annexure A - Transnet's General Bid Conditions
2	Annexure B - Master Agreement
3	Annexure C - Transnet's Supplier Integrity Pact
4	Annexure D - Non-disclosure Agreement
5	Annexure E 1 - Technical Specification Spc-01293
6	<b>Addendum 02</b> - Annexure E2 - Scope of Work
7	Annexure F: Safety Specification Bbd8210_Ver_1 E7 1
8	Addendum 01 - Annexure G: Section 37 Mandatory Agreement
9	Addendum 01 - Annexure H: Health and Safety Assessment for Planning Tool-Assessment Schedule
10	Addendum 01 - Annexure I: T2 2-08b Hs Cost Breakdown for Planning Tool Project
11	Annexure J: SHE Specification for Planning Tool Project
12	Annexure K: Risk Assessment Criteria
13	Annexure L: T2 2-08a Health and Safety Questionnaire for Planning Tool
14	Annexure M: Health and Safety Specification

**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.

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

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

