



TRANSNET NATIONAL PORTS AUTHORITY

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL NO: PEH/12/2025/FPF

REQUEST FOR PROPOSAL FOR THE DEVELOPMENT OF PREMISES DESCRIBED AS A PORTION OF ERF 1051 HUMWOOD, FOR A FISH PROCESSING FACILITY, LOCATED IN THE PORT OF PORT ELIZABETH FOR A PERIOD OF UP TO 20 YEARS

| | |
|--|--|
| ISSUE DATE: | 12 December 2025 |
| NON-COMPULSORY BRIEFING SESSION DATE: | 7 January 2026 |
| NON-COMPULSORY BRIEFING SESSION TIME: | 12H00 |
| CLOSURE OF CLARITY SEEKING: | 13 FEBRUARY 2026 |
| CLOSING DATE: | 27 FEBRUARY 2026 |
| CLOSING TIME: | 12H00 PM |
| BID VALIDITY PERIOD: | 120 Business Days from Closing Date |

Note to the Bidders:

Bid submissions must be done electronically and uploaded onto <https://transnetenders.azurewebsites.net>

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REQUEST FOR PROPOSAL FOR THE DEVELOPMENT OF PREMISES DESCRIBED AS A PORTION OF ERF 1051 HUMWOOD, FOR A FISH PROCESSING FACILITY, LOCATED IN THE PORT OF PORT ELIZABETH FOR A PERIOD OF UP TO 20 YEARS.

SECTION 1: STANDARD BIDDING DOCUMENT (SBD)1 FORM

PART A

INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ENTERING INTO A LEASE WITH TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD | | | | | | | |
|--|--|-------------|------------------|-------------------------------------|------------------|--|-------|
| BID NUMBER: | PEH/12/2025/FPF | ISSUE DATE: | 12 December 2025 | CLOSING DATE: | 27 February 2026 | CLOSING TIME: | 12H00 |
| DESCRIPTION | REQUEST FOR PROPOSAL FOR THE DEVELOPMENT OF PREMISES DESCRIBED AS A PORTION OF ERF 1051 HUMWOOD, FOR A FISH PROCESSING FACILITY, LOCATED IN THE PORT OF PORT ELIZABETH FOR A PERIOD OF UP TO 20 YEARS. | | | | | | |
| BID RESPONSE DOCUMENTS SUBMISSION | | | | | | | |
| BIDDERS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): https://transnetetenders.azurewebsites.net | | | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO E-MAIL ADDRESS: POPELEASEAPPLICATIONS@TRANSNET.NET | | | | | | | |
| BIDDER INFORMATION | | | | | | | |
| NAME OF BIDDER | | | | | | | |
| POSTAL ADDRESS | | | | | | | |
| STREET ADDRESS | | | | | | | |
| TELEPHONE NUMBER | CODE | | | | NUMBER | | |
| CELLPHONE NUMBER | | | | | | | |
| FACSIMILE NUMBER | CODE | | | | NUMBER | | |
| E-MAIL ADDRESS | | | | | | | |
| VAT REGISTRATION NUMBER | | | | | | | |
| BIDDER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | | | | | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT] | | | | | | | |

Respondent's Signature

Date & Company Stamp

| | | | |
|---|--|--|--|
| <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 [IF YES ENCLOSE PROOF]</p> | <p>2 ARE YOU A FOREIGN BASED BIDDER FOR THE GOODS /SERVICES /WORKS OFFERED?</p> | <p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES, ANSWER QUESTIONNAIRE BELOW]</p> |
|---|--|--|--|

QUESTIONNAIRE TO BIDDING FOREIGN BIDDERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
 YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES NO

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

SECTION 2 : NOTICE TO BIDDERS

1 INVITATION TO BID

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

| | |
|---|---|
| DESCRIPTION | REQUEST FOR PROPOSAL FOR THE DEVELOPMENT OF PREMISES DESCRIBED AS A PORTION OF ERF 1051 HUMEWOOD, FOR A FISH PROCESSING FACILITY, LOCATED IN THE PORT OF PORT ELIZABETH FOR A PERIOD OF UP TO 20 YEARS. |
| TENDER ADVERT | All Transnet tenders are advertised on the Transnet National Ports Authority website. |
| COMMUNICATION | <p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website within 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 request 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 Transnet National Ports Authority website.</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> |
| NON-COMPULSORY BRIEFING SESSION AND SITE VISIT | <p>A Non-compulsory briefing session will be held via Microsoft Teams on 7 January 2026 at 12h00 to 13h00. Bidders can join the non-compulsory briefing session by using the following Microsoft teams details on:</p> <p>meeting link Join the meeting now OR Meeting ID: 356 508 683 989 18</p> <p>Passcode: Mg9GM9M8</p> <p>Upon completion of the non-compulsory briefing session Bidders may make arrangements for a site visit at a time to be agreed.</p> |
| CLOSING DATE | <p>Bidders must ensure that bids are uploaded onto the system by the stipulated time.</p> <p>If a bid is late and/or loaded incorrectly by the closing date, it will not be accepted or receive further consideration.</p> <p>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 their technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted. Bidders may only use alphabetical and/ or numerical characters in the file names of electronic documents which are uploaded. Use of any other characters may result in the documents being corrupted, for which TNPA takes no responsibility.</p> |
| 12h00 pm on Friday 27 February 2026 | |

| | |
|------------------------|---|
| VALIDITY PERIOD | One hundred and twenty (120) Business Days from Closing Date Validity period is the period for which the Bid remains valid. 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 agreement has been concluded. Should a Bidder fail to respond to a request for extension of the validity period before it expires, that Bidder will be excluded from the tender process. Bidders who fail to respond to a request for extension of bid validity before the validity lapses, or who declines such a request shall not be considered further in the Tender evaluation process. |
|------------------------|---|

Any additional information or clarification will be published on the Transnet National Ports Authority website, if necessary.

2 FORMAL NON-COMPULSORY BRIEFING SESSION AND SITE VISIT

A non-compulsory RFP briefing session will be conducted online. The briefing session will start punctually, and information will not be repeated for the benefit of Bidders arriving late. Bidders must join the briefing session by using the meeting details link [Join the meeting now](#) OR Meeting ID: **356 508 683 989 18** Passcode: **Mg9GM9M8**. Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Bidders to attend. Transnet will not be held responsible if any Bidder who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.

- 2.1 Bidders are encouraged to have a copy of the RFP at the RFP briefing.
- 2.3. Bidders who wish to view the property must make arrangements through the dedicated email address.

3 PROPOSAL SUBMISSION

- 3.1 Log on to the Transnet eTenders management platform website/portal (transnetetenders.azurewebsites.net). Please use Google Chrome to access Transnet link/site;
- 3.2 Click on "ADVERTISED TENDERS" to view advertised tenders;
- 3.3 Click on "SIGN IN/REGISTER" – for Bidder to register their information (must fill in all mandatory information);
- 3.4 Click on "SIGN IN/REGISTER" - to sign in if already registered;
- 3.5 Toggle (click to switch) the "Log an Intent" button to submit a bid;
- 3.6 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 the documents [**sign, stamp and date the bottom of each page**]. The person(s) signing the submission/documents must be legally authorised by the Bidder 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 11 below (Legal Review) and **Section 6** of the RFP, alterations, additions, or deletions **must not** be made by the Bidder to the actual RFP documents.

5 JOINT VENTURES

- 5.1 Bidders who would wish to respond to this RFP as a Joint Venture [**JV**] with B-BBEE entities, must state their intention to do so in their RFP submission. Bidders must ensure that the bid is submitted under the name of the intended JV and not in the name of a singular entity that is a member of the JV. Such Bidders must also submit a signed JV 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 agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV 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 agreement is submitted to Transnet.
- 5.2 Bidders 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 paragraph 4.1 of Section 9 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 before **12h00 pm on 13 February 2026** 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. No further responses to clarification will be provided after the stipulated date and time.
- 6.2 Bidders are to note that changes to its submission will not be considered after the closing date.
- 6.3 It is prohibited for Bidders 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.
- 6.4 Bidders 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.
- 6.5 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website within 10 days after the award has been finalised. Bidders 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 request 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, Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent agreement, 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 agreement, written approval must be obtained from Transnet.

8 COMPLIANCE

The successful Bidder(s) shall be in full and complete compliance with any and all applicable laws and regulations.

9 EMPLOYMENT EQUITY ACT

Bidders must comply with the requirements of the Employment Equity Act (Act No. 55 of 1998) applicable to it including (but not limited to) **Section 53** of the Employment Equity Act.

10 DISCLAIMERS

Bidders 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 and request Bidders to re-bid on any such changes;
- 10.2 Reject any Proposal which does not conform to instructions and scope of requirements which are detailed herein;
- 10.3 Disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 Award an agreement in connection with this Proposal at any time after the RFP's closing date;
- 10.5 Award an agreement for only a portion of the proposed Premises which are reflected in the scope of this RFP;
- 10.6 Split the award of the agreement between more than one Bidder, should it at Transnet's discretion be more advantageous in terms of, amongst others, revenue, or developmental considerations;
- 10.7 Cancel the bid process;
- 10.8 Validate any information submitted by Bidders in response to this bid. This would include, but is not limited to, requesting the Bidders to provide supporting evidence. By submitting a bid, Bidders 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 Bidder to the rental offer after the closing date and/or after the award of the business;
- 10.11 Cancel the agreement and/request that the National Treasury to place the Bidder on its Database of Restricted Bidders for a period not exceeding 10 years, on the basis that an agreement was awarded on the strength of incorrect information furnished by the Bidder or on any other basis recognised in law; and
- 10.12 Award the business to the next ranked Bidder, provided that he/she is still prepared to provide the required rental offer, should the preferred Bidder fail to sign or commence with the agreement 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 bid process has been published on the National Treasury e-tender Portal and Transnet website.

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

11 LEGAL REVIEW

A Proposal submitted by a Bidder will be subject to evaluation and adjudicated by the relevant governance structures within Transnet. Any changes to the standard terms and conditions of Transnet's lease agreement shall be subject to review and acceptance of Transnet's Legal Counsel, prior to the finalisation of an award of a lease agreement.

12 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the successful Bidder and personnel 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 Bidder. Acceptance of the bid is also subject to the condition that the successful Bidder will implement all such security measures as the safe performance of the agreement may require.

13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Bidders are required to self-register on the 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 Bidder information. Bidders must register on the CSD prior to submitting their bids. Business may not be awarded to a Bidder who has failed to register on the CSD. Only foreign Bidders with no local registered entity need not register on the CSD. Such Bidders should note however, that it will be required to incorporate and register a South African company in accordance with South African company laws for the purpose of concluding a lease agreement.

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


Bidders must be compliant when submitting a proposal to Transnet and remain compliant for the entire agreement 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 Bidders be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Bidders tax obligations.










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

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

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


Ethics Helpdesk (Pty) LTD.
Ethics Management System™

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

| | | | | |
|---|--|---|---|---|
|  |  |  |  |  |
| | <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: EXECUTIVE OVERVIEW AND SCOPE OF REQUIREMENTS

1. EXECUTIVE OVERVIEW

- 1.1. TNPA is established through the National Ports Act 12 of 2005 to serve as the ports authority and landlord, responsible for the safe, efficient and economic functioning of the national ports system, which it manages, controls and administers on behalf of the State.
- 1.2. **Section 11** of the National Ports Act prescribes the core functions of TNPA, including:
 - 1.2.1 To plan, provide, maintain and improve port infrastructure;
 - 1.2.2 To prepare and periodically update a port development framework plan for each port;
 - 1.2.3 To promote the use, improvement and development of ports and control land use within the ports, having the power to lease port land under conditions that it determines;
 - 1.2.4 To promote greater representation, in particular to increase participation in port operations of historically disadvantaged people;
 - 1.2.5 To provide or arrange marine-related services, i.e. pilotage services, tug assistance, berthing services, dredging and hydrographic services;
 - 1.2.6 To ensure that adequate, affordable and efficient port services and facilities are provided, including regulatory oversight of all port activities; and
 - 1.2.7 To provide aids to assist the navigation of vessels within port limits and along the coast.
- 1.3. The South African fish market is projected to experience an annual growth of 8.23% from 2025 to 2030 driven by several factors, such as a growing population, increasing demand for seafood, and advancements in fishing technologies. Government initiatives, including new fishing quotas and investments in infrastructure for processing and distributing fish products, further support this growth.
- 1.4. The Port of Port Elizabeth (PoPE), located in Algoa Bay off the Indian Ocean on South Africa's southern shores in the Nelson Mandela Bay Metropolitan, has long been home to many fishing companies. Currently, it has two leased facilities, one of which, built in 1989, is earmarked for demolition following a structural integrity assessment. The site will be available for redevelopment after the current lease ends on 31 March 2026.
- 1.5. The Port Development Framework Plan (PDFP), includes provisions for the fishing industry, accommodating both sea-based and land-based activities that contribute to exports and local distribution.
- 1.6. This RFP pertains to a parcel of land identified for the development of a Fish Processing Facility (FPF), strategically located near the Jetty and Flemming Street entrances of the port with direct quay access. Site/Phase 1 is approximately 1,907m² in extent, including ±379m² quay space, approximately 51m in length (including backup area) and Site/Phase 2 is approximately 5,414m² in extent, including ±1,005m² quay space, approximately 72m in length.
- 1.7. The development of the FPF is viewed as a catalytic project to increase the port's capacity and ability to support to the fishing industry value chain within the port limits, based on industry demand.
- 1.8. The development of the FPF aims to:

- 1.8.1. Respond to the market’s need for fish processing, freezing, packaging and distribution facilities;
- 1.8.2. Provide back-of-port facilities that directly support fishing product exports;
- 1.8.3. Service the operational requirements of the industry; and
- 1.8.4. Ensure spatial alignment with the envisaged port development.

NB: It is important to note that the submission of a high-level development proposal/Capital Investment Plan as part of the Technical Proposal/Business Plan is a central requirement of this RFP. The proposal must demonstrate a clear and integrated approach to demolition (where applicable), design, construction phasing, infrastructure servicing, statutory approvals and readiness of operations. TNPA will rely on this plan to assess feasibility, practicability and credibility of the proposed development.

2. SCOPE OF REQUIREMENTS

2.1. The below sites are the subject of this RFP. Bidders are to indicate by marking an “x” as to the subject of their bid submission:

| Site | Extent | Mark with “X” |
|--------|---------------------|---------------|
| Site 1 | 1,907m ² | |
| Site 2 | 5,414m ² | |

2.2. Bidders are invited to submit a response to this RFP for:

- 2.1.1 The design, construction, and long-term lease (20 years) of the land for the operations of the FPF to provide value-added services to the fishing industry.
- 2.1.2 The development is divided into two phases (sites), each designated for fishing operations and available for lease:
 - 2.1.2.1 Phase 1 being a vacant site measuring approximately 1,907m² in extent, including ±379m² quay space, for design, construction and long-term lease; and
 - 2.1.2.2 Phase 2, being a site measuring approximately 5,414m² in extent, including ±1,005m² quay space, becoming available on 1 April 2026 for the partial or complete demolition, design, construction and long-term lease.
 - 2.1.2.2.1 Site 2 is currently occupied and comprises several structures utilised for fish processing, packaging, training and administrative activities.
 - 2.1.2.2.2 A structural integrity and condition assessment was conducted in 2020 by independent consultants – refer to Annexure 11.
 - 2.1.2.2.3 The assessment determined that several buildings on the site do not comply with latest SANS 10160 (Structural Design) and SANS 10400 (National Building Regulations) standards.
 - 2.1.2.2.4 As a result, occupation is allowed until the current lease expires on 31 March 2026, after which the site will be made available for demolition and redevelopment as part of this RFP.

- 2.1.2.2.5 In the event that the Successful Bidder, during the design phase, elects to retain any portion of the existing structures rather than proceed with full demolition:
- 2.1.2.2.5.1 A detailed structural assessment must be undertaken by a suitably qualified and registered structural engineer. This assessment shall guide the development approach by evaluating the structural integrity of the existing buildings, identifying any required modifications, and specifying the necessary reinforcements to ensure the ongoing safety, compliance, and functional suitability of the retained structures. The cost of this assessment and any resulting design implications shall be for the Bidder's account. This process must be undertaken in a manner that does not delay the overall design phase or implementation timelines.
- 2.1.2.2.5.2 Any asbestos roofing present on the retained buildings must be safely removed and replaced in full compliance with all applicable legislation and health and safety regulations. Replacement roofing materials must be selected based on criteria that include durability, regulatory compliance, environmental impact, and long-term sustainability, appropriate to the proposed future use of the facility. The cost of asbestos removal and replacement shall also be for the Bidder's account and must be managed in a manner that does not delay progress during the design or construction phases.
- 2.1.2.2.5.3 Any proposal to retain existing structures is subject to TNPA's written approval, which will be granted at its sole discretion.
- 2.1.3 Respondents may submit bids for one or both sites, with the option to consolidate the operations into one facility where a bid is submitted for both sites. Bidders must clearly indicate their chosen option in the space allocated under paragraph 2.1 above.
- 2.1.4 With respect to demolition of the structure(s) in Phase 2, the successful Bidder must:
- 2.1.4.1 Adhere to South African laws and regulations governing demolition activities;
- 2.1.4.2 Obtain necessary permits and approvals from local authorities;
- 2.1.4.3 Comply with environmental regulations and ensure safe demolition practices, including the handling of hazardous materials, noise control and dust management; and
- 2.1.4.4 Dispose of demolition waste in accordance with National Environmental Management: Waste Act (No. 59 Of 2008).

- 2.1.5 Should either one or two leases be awarded, the leasing approach will be as follows:
- 2.1.5.1 The lease will be a triple net lease, with the successful Bidder(s) being responsible for insurance, repairs, maintenance and upkeep, including ensuring compliance to all relevant legislation, of the leased areas; and
- 2.1.5.2 TNPA will conduct oversight on the tenant's activities in terms of the above as well as during the construction of the infrastructure.
- 2.1.6 The design and construction phase shall precede the lease tenure offered. Bidders must justify the total period of this phase in motivation of a beneficial occupation period. The parties must reach agreement during the negotiation phase on the practicality of the proposed period, particularly where speculative development is involved.
- 2.1.7 During the design and construction phase, the successful Bidder(s) will bear the upfront capital cost of the demolition (if applicable) and development, executed in accordance with the agreed design.
- 2.1.8 Upon completion of the development, the successful Bidder(s) will lease the land (and remaining structure(s), if applicable) to operate the facility and provide value added services to the fishing industry.
- 2.1.9 The tenure offered will be a maximum twenty (20) years, with the design and construction phase preceding the lease tenure.
- 2.1.10 After the expiry of the lease tenure, all infrastructure constructed on the land will revert to Transnet as the landowner.

2.2 The rental proposal over the lease term shall include and be subject to the following:

- 2.2.1 The successful Bidder may be considered for a reduced rental or rental reprieve during the initial development phase. Where a full reprieve is granted, only applicable holding costs will be recoverable. A stepped rental structure may also be proposed, aligned to the progressive occupation and activation of portions of the site within clearly defined timeframes.
- 2.2.2 Rental during the operational phase shall be calculated on the:
- 2.2.2.1 Market value of the land; or
- 2.2.2.2 Market value of the land including the improvements thereon in their original condition, if improvements are not completely demolished; with
- 2.2.2.3 A market related annual escalation; and

2.3 The conditions of the development of the premises shall be as follows:

- 2.3.1 Bidders must ensure the development accommodates and complements the environment of the site(s) and aligns to the port's immediate and future needs, planning principles and sustainable development goals.
- 2.3.2 Bidders must ensure the facility to be developed ideally incorporates the following elements:
- 2.3.2.1 Administration office accommodation, including related requirements such as training facilities, locker rooms, ablutions, and parking for staff and visitors;

- 2.3.2.2 Fish offloading facilities;
 - 2.3.2.3 Packaging facilities;
 - 2.3.2.4 Cold storage facilities;
 - 2.3.2.5 Ice plant; and
 - 2.3.2.6 Renewable energy sources, specifically related to water and electricity supply, to support the operation.
- 2.3.3 Bidders will be required to comply with the Port Elizabeth Town Planning Scheme, the approved Port Development Framework Plan (PDFP), Construction Regulations, relevant sections of the Occupational Health and Safety Act (OHS Act), relevant South African National Standards, Nelson Mandela Bay Municipality municipal bylaws, National Heritage Resources Act, Integrated Coastal Management Act, National Environmental Act and any other applicable regulatory requirements.
- 2.3.4 Bidders are to acquaint themselves with all requirements for undertaking the development, including all the necessary applications to obtain approval for construction and any other necessary approvals which may apply, including (without limitation):
- 2.3.4.1 Building plan and site development plan approvals;
 - 2.3.4.2 Civil Aviation Authority approvals (for flight path restrictions which may apply);
 - 2.3.4.3 Site licenses (if required); and
 - 2.3.4.4 Environmental Authorization (if required), which must be transferred into the name of TNPA.
- 2.3.5 Costs for obtaining approvals must be included in the servicing and site enablement plans. These costs should cover all necessary built environment professional and allied disciplines. The successful Bidder(s) will bear these costs as part of the overall total development expenses.
- 2.3.6 The timeframe for approvals and the construction phase will be considered a Beneficial Occupation period, during which a rental reprieve or reduced rentals will apply. This period will precede the operational phase of the lease. The Bidder's submission must clearly articulate the period of beneficial occupation and provide justification based on proven timelines to bring the facilities into operation. Therefore the Technical Proposal/Business Plan must clearly indicate the sequencing, dependencies and timelines associated with approvals, demolition, design and construction phases to ensure operational readiness within the proposed time frame.
- 2.3.7 The successful Bidder(s) shall be responsible for obtaining all necessary permits and licenses for the demolition and/or construction of buildings, as well as any approvals related to connecting bulk infrastructure to the site boundary, if applicable. Lead times for procuring these licenses and approvals must be included in the draft program submitted with the RFP. This ensures the property becomes fully operational by the dates specified in the development program and aligns with the dates in the agreement(s). The time and costs for achieving

these milestones must be incorporated into the overall development cost and program submitted as part of the RFP response.

2.3.8 The successful Bidder(s) shall be responsible for the entire procurement process required in the successful implementation and completion of the demolition and/or development, including:

2.3.8.1 Overall responsibility for the design of the buildings and any associated infrastructure;

2.3.8.2 Local authority approvals;

2.3.8.3 All construction activities associated with the development, costs and quality management;

2.3.8.4 Environmental and safety compliance in terms of the demolition and/or construction regulations;

2.3.8.5 Overall project and program management; and

2.3.8.6 The necessary insurances and guarantees required to successfully complete the demolition and/or development subject to terms and conditions as stipulated in the Lease Agreement.

2.4 TNPA reserves the right to evaluate development costs and may elect to invest capital into the development. Should TNPA invest capital, rental terms will be negotiated in accordance with the investment cost. In this regard, certain provisions contained in this RFP may be revisited in the case of TNPA electing to invest in part or whole of the development as may be applicable.

2.5 Bidders are required to include the following in their response to this RFP (essential deliverables):

2.5.1 Commercial terms (rental offer, escalation, estimated operating costs);

2.5.2 **High-level Development Proposal / Capital Investment Plan (CIP) — this is central.** At a minimum the CIP must include: proposed uses and functional zoning (processing, cold storage, admin, training), indicative site layout, phasing, access/circulation/servicing assumptions, building typologies and design principles, key assumptions and dependencies, and feasibility concept designs or architectural impressions; Proposed use and functional zoning (e.g., processing, cold storage, admin, training, etc.);



2.5.3 Project feasibility indicating projected income from operations, full development costs (including land and finance costs) and anticipated returns from the development;

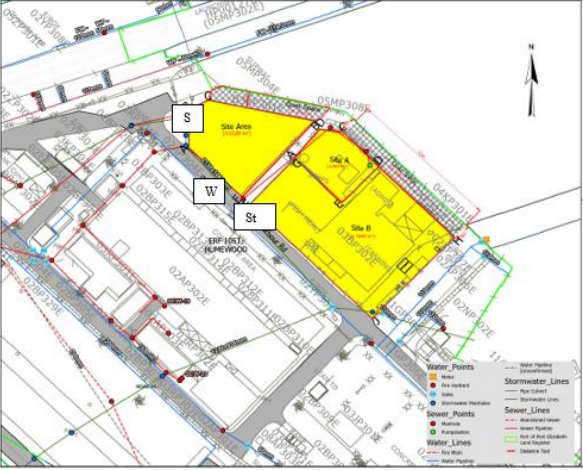

2.5.4 Indicative development program and schedule (including lead times for approvals and a Beneficial Occupation period);

2.5.5 Confirmation of funding sources, if funding is to be obtained from a third party. TNPA does however acknowledge that the confirmation of funding will be subject to the Bidder first securing the development opportunity as well as the viability of the proposed development. In this case a letter of intent shall suffice indicating conditions to be met by the Bidder should they be successful.

NB: Why the High-level Development Proposal / Capital Investment Plan matters: TNPA will use the CIP to assess whether a bid is technically and commercially feasible, whether the proposed phasing and program are realistic, and whether the bidder can deliver on time and to standard. The CIP must therefore be credible, site-specific and implementable — it will form part of the technical evaluation and, if awarded, will be incorporated into contractual commitments.

2.6 Below is a table indicating details of the property:

| Description | Detail |
|-------------------------------|---|
| Erf details and extent | <p>1. Phase 1 – A vacant portion of Erf 1051, Humewood, measuring 1,907m² in extent, including ±379m² quay space. The topography of the site is sloping on the northern boundary, gradually reducing towards a gentle slope on the southern boundary.</p> |
| |  |
| | <p>2. Phase 2 – A portion of Erf 1051, Humewood, measuring approximately 5,414m² in extent, including ±1,005m², with improvement(s) thereon becoming available on 1 April 2026. The topography of the site is sloping on the northern boundary, gradually reducing towards a gentle slope on the southern boundary. Access to the site is from the upper slopes thereof.</p> |
| |  |
| Zoning | Special Purposes Zone No. 273 in terms of the Port Elizabeth Zoning Scheme. Uses permissible by special consent include industrial, commercial, recreational and specialised facilities. |
| Height Restrictions | 2 storeys, however departures can be applied for from the local authority |
| Access | Access to the site(s) is available through Jetty Street and Flemming Street port entrances |
| | |

| | |
|------------------------------|--|
| <p>Bulk Services</p> | <p>Site 1:</p>  <p>Water: Location – indicative point indicated on drawing above Pipe Size – 50mm diameter Meter – to be installed</p> <p>Electricity: Supply – 200A 3-phase may be supplied, however, available capacity will be verified using a load logger Distance – The kiosk is situated at 25m from the site boundary Meter – The switch room has a metering panel, however, configurations have to be made</p> <p>Sewer: Indicative connection indicated on drawing above</p> |
| <p>Site 2:</p> |  <p>Water: Location – indicative points indicated on drawing above Pipe Size – 75mm diameter 2 meters installed</p> <p>Electricity: Currently supplied by 1250A 3-phase supply (860KVA) 3 meters installed</p> <p>Sewer: Pumpstation</p> |
| <p>Other Services</p> | <p>Quayside: The jetty wall extends approximately 246m with an advertised berth depth of approximately -4.00m CD. The current berth depth along the quayside of Phase 1 ranges between -2.50 CD to -3.50m CD and between -3.50m CD and -4.0m CD for Phase 2. An upgrade project to the pile wall is currently underway that is</p> |

| | |
|----------------------|--|
| | <p>expected to increase the berth depth along the quay to between -2.70m CD and -5.20m CD. This should be considered as a potential future state and not a guaranteed condition. . It is important to note that access to the quay may be disrupted during the project’s implementation, the details of which will be shared with all affected parties in advance to support operational planning. Furthermore, bidders are to assess whether the vessels the intend to serve can safely berth at the quay. Where direct berthing is not feasible, alternative arrangements such as transporting produce or ice to and from the vessel must be considered.</p> <p>Security: The Successful Bidder(s) will be required ensure that their activities do not compromise Port Security or the broader operations of the Port. This includes all provisions as stipulated in the lease agreement as well as adherence to access control protocols for entry into their facility. Implementation of additional security control measures to prevent any illegal activities within their designated area is strongly advised, e.g. camera/alarm systems.</p> |
| Use | Fish Processing Facility providing value-added services to the fishing industry |
| Environmental | <ol style="list-style-type: none"> 1. CWDP – If the successful Bidder(s) intend to discharge effluent into coastal waters, a Coastal Waters Discharge Permit (CWDP) would need to be obtained from the Department of Forestry, Fisheries and the Environment (DFFE). This permit is mandated by the National Environmental Management: Integrated Coastal Management Act, 2008 (Act No. 24 of 2008), which stipulates that no person may discharge land-derived effluent into coastal waters without proper authorization. 2. Wastewater & Industrial Effluent – The successful Bidder(s) would also need to adhere to local municipal by-laws regarding wastewater and industrial effluent. These regulations set limits on various parameters of the effluent, such as temperature, pH value, chemical oxygen demand, and concentrations of specific chemicals and metals. 3. Environmental Management Plans – decommissioning-, construction-, and operations specific EMPs will be required for approval. |
| Green Energy | Bidders are encouraged to ensure that their design and proposed operations take into consideration green design elements. |

3. GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to understand the Bidder’s position regarding environmental commitments, including key environmental characteristics such as waste disposal, recycling, and energy conservation.

4. GENERAL BIDDER OBLIGATIONS

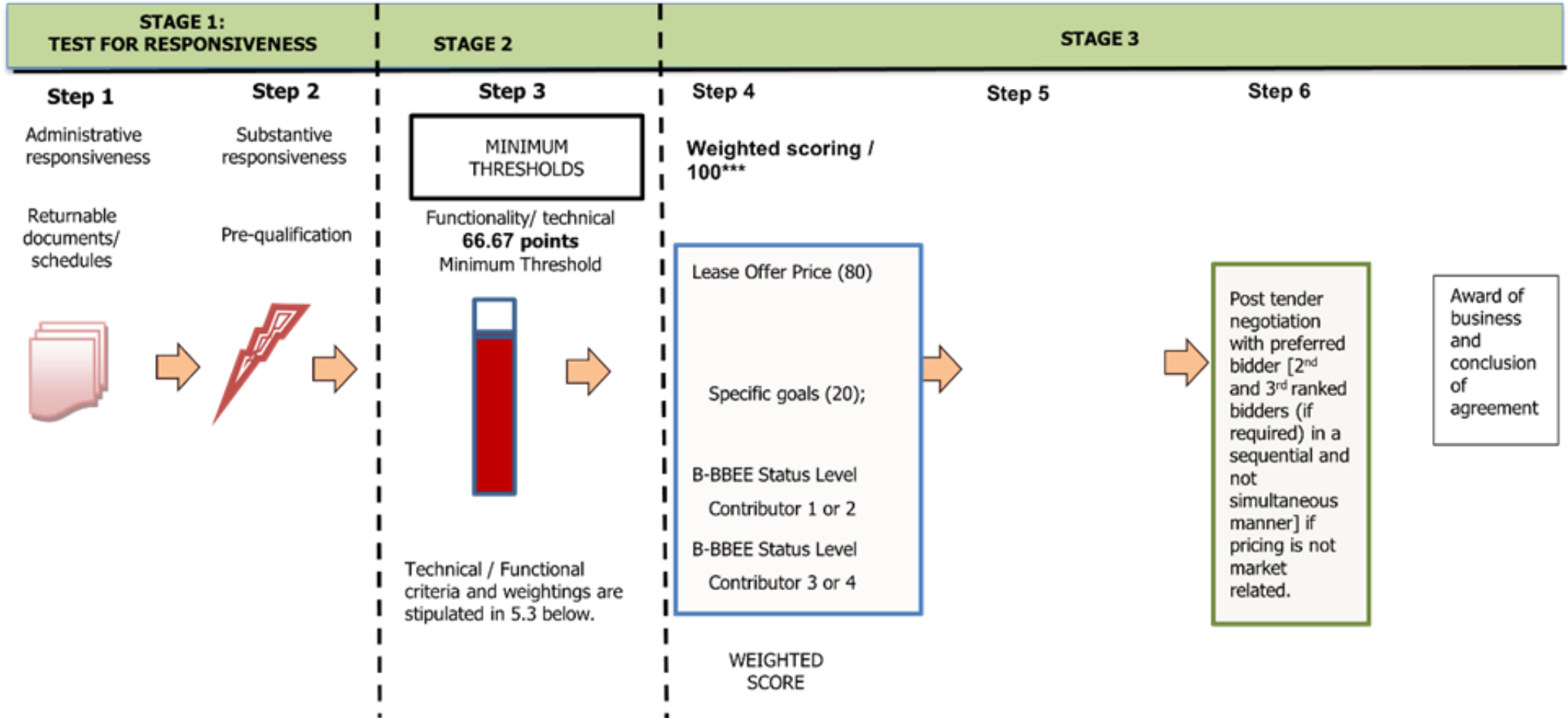
- 4.1. The Bidder shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 4.2. The Bidder must comply with the requirements stated in this RFP.

5. EVALUATION METHODOLOGY

Transnet will utilise the following methodology as diagram 1 and criteria in selecting a preferred Bidder:

NB: Evaluation of the various stages will normally take place in a sequential manner and will be undertaken by no less than three personnel. 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).

Diagram 1: Evaluation Methodology



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STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

| Administrative responsiveness check | RFP Reference |
|---|----------------------|
| Whether the Bid has been lodged on time | <i>Section 1</i> |
| Verify if the bid document has been duly signed by the authorised Bidder representative | <i>All Sections</i> |

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

5.1. STEP TWO: Test for Substantive Responsiveness to RFP

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

| Check for substantive responsiveness | RFP Reference |
|--|----------------------|
| Whether the Bid contains a priced rental offer as prescribed in the schedule | <i>Section 4</i> |

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

5.2. STEP THREE: Minimum Threshold 66.67 points for Functionality/Technical Criteria

5.3.1 Bidders will be evaluated on previous experience and track record as well as the Business Plan/Technical Proposal. Weighted scores for each criterion will be allocated and Bidders are required to achieve a minimum of **66.67/100** in order to progress to the next evaluation stage.

| No. | Weight | Criteria | Requirements | Type of Proof / Evaluation Document/s | Scoring Guide | Points | Min Requirement | | | |
|---------|--------|---|--|---|--|---|---|--------------------------------------|----|---|
| 5.3.1.1 | 10 | Bidder's Previous Experience, Track Record and Financial Status | The Bidder must have a minimum of 10 years' operational experience in the fishing industry, specifically in providing value-added services that support fish processing, packaging, and distribution. A comprehensive company profile must be submitted, detailing the full scope of services the Bidder has provided within the fishing industry. Acceptable proof may include, but is not limited to, copies of lease agreements, operating licences, permits, or any other formal documentation demonstrating such operational history. | Company profile with evidence of number of years | >10 years' experience with supporting evidence | 10 | 6 | | | |
| | | | | | 10 years experience with supporting evidence | 8 | | | | |
| | | | | | <10 years' experience with supporting evidence | 6 | | | | |
| | | | | | No submission / company profile without supporting evidence | 0 | | | | |
| 5.3.1.2 | 10 | | Bidder's Previous Experience, Track Record and Financial Status | Bidder's bank rating issued by a financial institution confirming the rating of the entity as a going concern, which is not older than 3 months | Bank Rating not older than 3 months | Bank Rating A not older than 3 months | 10 | 6 | | |
| | | | | | | Bank Rating B not older than 3 months | 8 | | | |
| | | | | | | Bank Rating C not older than 3 months | 6 | | | |
| | | | | | | No Submission / D rating and below / report older than 3 months | 0 | | | |
| 5.3.1.3 | 5 | | | Bidder's Previous Experience, Track Record and Financial Status | The Bidder provides at least 4 reference letters from clients as testimonials on services provided. Services referenced shall be value-added services in support of fishing industry for services as required by this RFP. Reference letters shall include the contact information of the client and shall not be older than 5 years. Format to Include: Customer/ Company Name, Customer/ Company Address, Customer/Company contact details and email address, Project Scope/Services provided and Project Duration | Reference Letters not older than 5 years | >4 reference letters not older than 5 years | 10 | 6 | |
| | | | | | | | 4 reference letters not older than 5 years | 8 | | |
| | | | | | | | <4 reference letters not older than 5 years | 6 | | |
| | | | | | | | No submission or reference letter is older than 5 years | 0 | | |
| 5.3.1.4 | 10 | | | | Bidder's Previous Experience, Track Record and Financial Status | The Bidder shall demonstrate confirmed financial backing from reputable financiers or provide evidence of sufficient self-funding to undertake the proposed development. Acceptable proof may include, but is not limited to: <ul style="list-style-type: none"> formal letters of financing approval or pre-approval from registered financial institutions; letters of intent from recognised funders confirming funding capacity and conditions; bank-issued proof of available funds or credit facilities; | Letter of Financial Support/Proof of available funds | Approval of Financing/Proof of funds | 10 | 6 |
| | | | | | | | | Pre-approval of Financing | 8 | |
| | | | | | | | | Letter of intent of Financing | 6 | |
| | | | | | | | | No proof submitted | 0 | |

Respondent's Signature

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| No. | Weight | Criteria | Requirements | Type of Proof / Evaluation Document/s | Scoring Guide | Points | Min Requirement |
|---------|--------|----------|--|---------------------------------------|--|------------------|-----------------|
| | | | <ul style="list-style-type: none"> audited financial statements demonstrating adequate capital reserves; or any other credible documentation confirming the Bidder's ability to finance the development. | | | | |
| 5.3.1.5 | 15 | | The Bidder's financial ratios shall be within the required risk appetite for TNPA. Bidders must submit audited Annual Financial Statements of the last three financial years. | Audited Financial Statements | Solvency Ratio ≥ 0.4 Liquidity Ratio ≥ 1.2 EBITDA = Positive Working Capital ≥ 1.2 | 2 2 2 2 | 8 |

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| No. | Weight | Criteria | Requirements | Type of Proof / Evaluation Document/s | Scoring Guide | Points | Min Requirement |
|---------|--------|---|---|---------------------------------------|--|--------|-----------------|
| 5.3.1.6 | 5 | Align to Port Development Framework Plan (PDFP) and Port Priority | Nature of Operations as a minimum must detail the following details: 1. Use of the premises, 2. Prove the use is Port related, and 3. Use will support the Port business | Technical Proposal/Business Plan | Proposed operations address all 3 elements with additional benefits to the Ports | 3 | 2 |
| | | | | | Proposed operations address all 3 elements | 2 | |
| | | | | | Proposed operations address less than 3 elements | 1 | |
| | | | | | No submission / Proposed operations do not align to PDFP | 0 | |
| 5.3.1.7 | 5 | Market Analysis | Market Analysis must demonstrate the following: 1. Identification of status quo market and services. Bidder to demonstrate a clear undertaking of business operating environment. 2. Identification of the potential market or segment analysis. 3. Gap analysis identification of discrepancy between actual and potential market. 4. Bidder to provide a SWOT analysis. 5. Bidder to identify and illustrate economic spin-offs per market segment. | Technical Proposal/Business Plan | Market analysis is a Port related commercial activity that addresses more than 5 elements. | 3 | 2 |
| | | | | | Market analysis is a Port related commercial activity that addresses all 5 elements. | 2 | |
| | | | | | Market analysis is a Port related commercial activity that addresses less than 5 elements. | 1 | |
| | | | | | No submission / market analysis is not a Port related commercial activity. | 0 | |
| 5.3.1.8 | 5 | Value Add to Port Operations | Bidder's operations must add Value to Port operations in the following ways: 1. Vision and Mission statement to clearly articulate major goals and ambitions. 2. Applicant to demonstrate relevant and achievable strategic objectives. 3. Applicant to indicate how they will bring innovation to the fore. 4. Proposed value to Port (short- and medium-term). | Technical Proposal/Business Plan | Prospective Bidder's operations will add Value to Port operations by addressing more than 4 elements | 3 | 2 |
| | | | | | Prospective Bidder's operations will add Value to Port operations by addressing all 4 elements | 2 | |
| | | | | | Prospective Bidder's operations will add Value to Port operations by addressing less than 4 elements | 1 | |
| | | | | | No submission / Prospective Bidder's operations will NOT add Value to Port operations | 0 | |

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| No. | Weight | Criteria | Requirements | Type of Proof / Evaluation Document/s | Scoring Guide | Points | Min Requirement |
|----------|------------|--|---|---------------------------------------|--|------------|-----------------|
| 5.3.1.9 | 15 | Capital Investment | <p>Capital Upgrade Plan Bidder to submit a detailed Work Breakdown Structure and Project schedule. The Plan must explicitly incorporate the sequencing, timelines and dependencies for all required statutory approvals, site enablement work, demolition (where applicable), and construction milestones. TNPA will rely on this plan when assessing feasibility, practicality and readiness for implementation</p> | Technical Proposal/Business Plan | Concise WBS and Project Schedule | 3 | 2 |
| | | | | | Good WBS and Project Schedule | 2 | |
| | | | | | Average WBS and Project Schedule | 1 | |
| | | | | | No submission / Inadequate information provided on WBS and Project Schedule | 0 | |
| 5.3.1.10 | 10 | Maintenance Expenditure Plan | <p>Maintenance Plan Bidder to submit a detailed maintenance plan aligned to the property and proposed use of the property (must show identification and prioritisation, scoping and objectives, allocation of resources, timeframes and cost of the works)</p> | Technical Proposal/Business Plan | Concise Maintenance Plan | 3 | 2 |
| | | | | | Good Maintenance Plan | 2 | |
| | | | | | Average Maintenance Plan | 1 | |
| | | | | | No submission / Inadequate information provided on the maintenance plan | 0 | |
| 5.3.1.11 | 10 | Transaction Financial Viability | <p>Bidder must submit cashflow projections over the proposed lease period, with assumptions where applicable, demonstrating the ability for the entity to remain a going concern. The cashflows must be signed off by a Finance Professional.</p> | Technical Proposal/Business Plan | Detailed cash flow | 3 | 2 |
| | | | | | High level/summarised cashflow | 2 | |
| | | | | | No submission / Bidder's Revenue and Cash flow is NOT viable over the lease term | 0 | |
| | 100 | TOTAL OVERALL TECHNICAL EVALUATION | | | | 66 | 44 |
| | | TOTAL OVERALL TECHNICAL EVALUATION WEIGHTED SCORE | | | | 100 | 66.67 |

 Respondent's Signature

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Technical Proposal Guidelines

TNPA wishes to obtain a holistic view of the RFP response in undertaking the development and entering into the lease. Bidders are required to prepare and submit a business plan/technical proposal, which will be implemented by the Bidder should it be appointed as the preferred Bidder to undertake the development and enter into the lease with TNPA. It is imperative that the business plan reflects credible, realistic, and achievable targets as the Bidder will be bound thereby with these proposals being incorporated as binding obligations in the lease agreement.

Value proposition: In this section, Bidders are required to outline what value their appointment would add to the Port and its service offering to the fishing industry, supported by the vision, mission, and strategic objectives of the Bidder. It should not exceed **500 words** and should be cross-referenced to relevant points set out in the body of the Business Plan.

Market analysis: In this section, Bidders are required to set out a comprehensive market analysis on fish processing, packaging, and distribution operations in and around the Nelson Mandela Bay Metro and the hinterland of the Port. It should cover a status quo analysis of the existing market with reference to the growth and direction of the fishing industry, a SWOT analysis, competitor and trend analysis, identifying target markets and potential growth in volumes that could be handled in terms of the project together with sustainability and growth assumptions. In addition, it should cover current trends in the fishing industry as it relates to value-added facilities, major players in the industry, challenges the industry faces and is likely to face, national and global events that influence the industry, industry growth forecasts, and the impact current South African legislation has on the fishing industry.

Financial Viability: The financial plan must cover all operational and non-operational expenditures, all capital outlays, integrate capital expenditures with the term and funding from capital providers in terms of equity, loans and others. Demonstrate the funder's support in terms of sufficient capital to cover unexpected and recurrent expenditures, it derives value in procuring all equipment required for the operation and is aligned to their financial model. The financial plan should, where possible, be supported by equity support letters where applicable. The financial model should cover the business, financial and industry risk, moderate scenarios with clear income and expenditure projections and demonstrate the Bidder's ability to meet its obligations to shareholders, TNPA and lenders with key assumptions cross-referenced to the rest of the business plan and from which the key financial ratios could be easily ascertained.

Capital and Maintenance Cost Methodology:

- **Concise** - The schedule is linked to the methodology at every activity level; the applicable activities are detailed to level 3; the representation is calendar and Gantt; the activities are numbered; the sequence of execution is clear from the Gantt chart; activities sequencing is in parallel as far as is practical; the activities are grouped according to best practice.
- **Good** - The schedule is linked to the methodology at every activity level; the applicable activities are detailed to level 3; the representation is calendar and Gantt; the activities are numbered; the sequence of execution is clear from the Gantt chart.
- **Average** - The schedule is linked to the methodology; the high-level activities are represented as a calendar or Gantt chart; the activities are numbered; the sequence of execution is clear from the representation.

Capital Upgrade Plan: The CAPEX plan shall clearly show all elements of managing the demolition and/or development phase of the facility including clear work breakdown schedules, resource management, communication plan, cost and identification of all stakeholders that will be required to ensure completion of project on budget, time and acceptable industry quality standards.

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

5.3. **STEP FOUR: Evaluation and Final Weighted Scoring**

5.4.1 Rental Offer Price Criteria [Weighted score 80/90 points]:

| Evaluation Criteria | RFP Reference |
|---------------------------|------------------|
| Commercial offer (Rental) | <i>Section 4</i> |

Transnet will utilise the following either of the following formulae in its evaluation of Price which will be **determined by the highest priced bid received** inclusive of all applicable taxes:

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

Where:

- Ps* = Points scored for the price of Bid under consideration
- Pt* = Price of Bid under consideration
- Pmax* = Price of highest acceptable Bid

OR

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

Where:

- Ps* = Points scored for the price of Bid under consideration
- Pt* = Price of Bid under consideration
- Pmax* = Price of highest acceptable Bid

5.4.2 Specific Goals [Weighted score 20/10 points]

5.4.2.1. Specific goals preference points claim form.

5.4.2.2. 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 (SBD 6.2).

5.4.2 Specific Goals [Weighted score 20/10 points]

- 5.4.2.1 Bidders must complete and return the Specific goals preference points claim form- SBD6.1.
- 5.4.2.2. 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 (SBD 6.2).

| | Points | Points |
|--|---------------|---------------|
| SPECIFIC GOALS | 20 | 10 |
| BBBEE Level 1 and 2 Contributor | 10 | 5 |
| Non-Compliant and/or B-BBEE Level 3-8 contributors | 0 | 0 |
| Entities +50% black youth owned | 5 | 2 |
| Entities +30% black female owned | 3 | 2 |
| Entities +50% people living with disabilities | 2 | 1 |

SUMMARY: Applicable Thresholds and Final Evaluated Weightings

| Thresholds | Minimum Threshold |
|---------------------------|--------------------------|
| Technical / functionality | 66.67 |

| Evaluation Criteria | Final Weighted Scores |
|----------------------------|------------------------------|
| Rental Offer | 80/90 |
| Specific goals | 20/10 |
| TOTAL SCORE: | 100 |

5.4. STEP FIVE: Objective Criteria

Transnet reserves the right to award the business to the highest scoring Bidder unless objective criteria justify the award to another Bidder as per the requirements of the PPPFA. The objective criteria Transnet may apply in this bid process include:

- 5.5.1 Rotation of Bidders to promote opportunities for other Bidders including new entrants, by overlooking a Bidder that already hold leases within the type of service that is envisaged by this RFP for similar operations within the Port save for where additional premises are required for expansion purposes or where current operations will be impacted by Port redevelopment;
- 5.5.2 Utilising the NDP to evaluate the commitment made by the Bidder in terms of achieving transformation objectives.
- 5.5.3 Transnet may apply the objective criteria in this bid process as follows:
 - 5.5.3.1 Bidder(s) is not in good standing with TNPA due to a poor track record of past performance with Transnet SOC Ltd.
 - 5.5.3.2 There are clear, uncontrived and/or overwhelming evidence and/or facts that the Bidder has or continued to be in breach of any of the provisions contained in the Integrity Pact (Annexure 6);

- 5.5.3.3 The Probity check undertaken by TNPA establishes the existence of any unmitigated risks which would have a negative impact on the agreement.
- 5.5.3.4 Unless the appointment of the Bidder would result in a negative impact on Transnet's Return on Investment aligned to the guidelines provided in the RFP;
- 5.5.3.5 The tenderer or its members, directors, partners:
 - a) Is under restrictions as contemplated in the Integrity Pact (Annexure 6),
 - b) Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- 5.5.3.6. has no legal capacity to enter into the agreement.
- 5.5.3.7. is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- 5.5.3.8. does not comply with the legal requirements, if any, stated in the tender data; and
- 5.5.3.9. is not able to perform the agreement free of conflicts of interest.
- 5.4.4. In relation to the proposed agreement, a due diligence exercise to validate the Bidder's proposal that demonstrate that it does not possess the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the agreement.

5.5. STEP SIX: Post Tender Negotiations (if applicable)

Bidders are to note that Transnet may not enter into a lease if the rental offered is below a market – related rental. In this regard, Transnet reserves the right to engage in Post Tender Negotiations (PTN) with a view of achieving a market-related return or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

- 5.6.1. 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.
- 5.6.2. In the event of any Bidder 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.

5.6. STEP SEVEN: Award of business and conclusion of agreements

- 5.6.1. Immediately after approval to enter into a lease agreement has been received;
- 5.6.2. Unsuccessful Bidders will be informed of the outcome of the evaluation process;
- 5.6.3. The successful Bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award.
- 5.6.4. Thereafter the final Lease and Development Agreement will be concluded with the successful Bidder(s).

SECTION 4: PRICING (RENTAL OFFER)

Bidders are required to complete tables below:

| RENTAL OFFER SUMMARY | | | | | |
|-----------------------------------|---|------------------------------|---------------------------------------|-----------------|---------------------------------------|
| | Extent (m²) | Rate Per Square Meter | Monthly Rental Offer Excl. VAT | Vat @15% | Monthly Rental Offer Incl. VAT |
| Phase 1 (if applicable) | 1,907m ² including ±379m ² quay space | | | | |
| Phase 2 (if applicable) | 5,414m ² including ±1,005m ² quay space | | | | |
| Total Monthly Rental Offer | | | | | |
| Escalation Rate Offer | | | | | |

| Rental Year | Monthly Rental (Excl. VAT) | Period (No. of months) | Annual Rental (Excl. VAT) | Annual Rental (Incl. VAT) |
|--------------------|-----------------------------------|-------------------------------|----------------------------------|----------------------------------|
| Year 1 | | 12 | | |
| Year 2 | | 12 | | |
| Year 3 | | 12 | | |
| Year 4 | | 12 | | |
| Year 5 | | 12 | | |
| Year 6 | | 12 | | |
| Year 7 | | 12 | | |
| Year 8 | | 12 | | |
| Year 9 | | 12 | | |
| Year 10 | | 12 | | |
| Total | | | | |

Notes to Pricing (Rental Offer):

- a) Bidders are required to propose rental amounts applicable only for the first ten (10) years of the Lease Agreement. Rentals for the remaining lease period will be determined through the rent review process stipulated in the agreement.
- b) Bidders must ensure that the annual escalation proposed is included in the overall rental offer submitted.
- c) TNPA will verify the correctness of the calculations provided in the above rental offer.
- d) TNPA reserves the right to consider the verified rental offer calculations in awarding the lease to the Bidder.
- e) TNPA will further consider the thresholds achieved in terms of the yield, net present value, profitability index and internal rate of return in alignment with the minimum thresholds as indicated in the bid.

Respondent's Signature

Date & Company Stamp

- f) Bidders are to note that if the rental offer by the highest scoring Bidder is not market-related, Transnet may not award the lease to that Bidder. Transnet may-
- (i) negotiate a market-related rental with the Bidder scoring the highest points or cancel the RFP;
 - (ii) if that Bidder does not agree to a market-related rental, TNPA/TSOC may negotiate a market-related rental with the Bidder scoring the second highest points or cancel the RFP;
 - (iii) if the Bidder scoring the second highest points does not agree to a market-related rental, TNPA may negotiate a market-related rental with the Bidder scoring the third highest points or cancel the RFP.
 - (iv) If a market-related rental is not agreed upon with the Bidder scoring the third highest points, Transnet must cancel the RFP.
- g) Rental must be quoted in South African Rand inclusive of VAT.
- h) **To facilitate like-for-like comparison Bidders must submit rental offers strictly in accordance with this schedule and not utilise a different format. Deviation from this schedule could result in a bid being declared non-responsive.**

1. DISCLOSURE OF AGREEMENT INFORMATION

RENTAL OFFER TENDERED

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

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

Transnet may also be required to disclose information relating to the subsequent agreement i.e., the name of the company and lease tenure entered into 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 the applicable legislation. Transnet shall not conduct or conclude business transactions, with any Bidders 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>, Bidders 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 of 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 be unreasonably withheld. | | | | | | |
|--|---------------------------|--|----------------|--|--|------------|
| Is the Bidder (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 | | | | | | |
| 4 | | | | | | |

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

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 enter into a lease at the value quoted in the rental offer schedule 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) Standard Lease 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 agreement between Transnet and me/us.

Should Transnet decide that a formal lease 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 an intension to enter into a binding agreement between Transnet and me/us until the Lease Agreement is signed.

Respondent's Signature

Date & Company Stamp

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 agreement if called upon to do so within 5 [five] business days 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 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 agreement and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any agreement 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 Bidder hereunder, at which all legal documents may be served on the Bidder who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Bidders 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 agreement 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 agreement.

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

Name of Entity:

Email Address: _____

Address: _____

NOTIFICATION OF AWARD OF A LEASE OPPORTUNITY

As soon as possible after approval to enter into a lease, the successful Bidder 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 Bidder 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 Bidders are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

| | |
|---------------------------------------|--|
| Mandatory Returnable Documents | <i>Failure to provide all these Mandatory Returnable Documents on the Closing Date and time of this RFP <u>will</u> result in a Bidder'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 Bidder'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 Bidders a further opportunity to submit by a set deadline. Should a Bidder thereafter fail to submit the requested documents, this may result in a Bidder'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 Bidder.

a) Mandatory Returnable Documents

Bidders 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] |
|---------------------------------------|-------------------------------|
| Rental Offer Price | |

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Bidders 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] |
|---|----------------------------------|
| Bidder's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP | |
| Valid proof of Bidder's compliance to B-BBEE requirements stipulated in Section 9 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines) | |
| Capital Expenditure Plan | |
| Maintenance Expenditure Plan | |
| Company Profile of the Bidder and any supporting documents | |
| Audited Financial Statements (3 years) | |
| Business Plan/Technical Proposal | |
| Reference Letters | |
| Bank Rating Letter | |
| Letter of Financial Support from a reputable financial institution | |

c) Essential Returnable Documents:

Over and the above the requirements of section (a) and (b) mentioned above, Bidders 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 | SUBMITTED [Yes/No] |
|---|-------------------------------|
| SECTION 1: SBD 1 Form | |
| SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents | |
| SECTION 7: RFP Declaration and Breach of Law Form | |
| SECTION 9: SBD 6.1: Specific Goals Points Claim Form | |
| SECTION 10: Job Creation and Skills Development | |
| SECTION 11: Protection of Personal Information | |
| SECTION 12: Certificate of Attendance of Compulsory/Non-Compulsory RFP Briefing | |
| Company Resolution | |
| Tax Pin or Tax Clearance Certificate | |
| Environmental Management Plan | |
| 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 | |
| Letter of Good Standing | |
| Traffic Management Plan | |
| Public Liability Insurance | |

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Bidder(s) 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 the Lease Agreement emanating from this RFP. Should the Bidder be awarded the Lease 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 Lease Agreement, to terminate such Lease Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Bidder.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
 Name _____

2 _____
 Name _____

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, LEASE AGREEMENT AND APPLICABLE DOCUMENTS

By signing this certificate, the Bidder 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 Bidder overlooked any such term or condition or failed properly to take it into account for the purpose of calculating tendered rental offer or any other purpose:

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

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 BIDDER’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent’s Signature

Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by us 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 Premises as well as Transnet information and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements. Transnet will therefore not consider or permit any pre- or post-agreement verification or any related adjustment to rental offer or any other provisions/conditions based on any incorrect assumptions made by the Bidder in arriving at his Rental Offer;
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 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 Lease Agreement 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 Bidder 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 Bidder from doing future business with Transnet. Information provided in

Respondent's Signature

Date & Company Stamp

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 Bidders, 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 |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

- 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 **YES/NO**

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.

any interest in any other related enterprise whether or not they are bidding for this agreement?

13.3.1. If so, furnish particulars:

.....
.....

14 DECLARATION

I/We, 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/We have read and I understand the contents of this disclosure;
- 14.2 I/We 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 venture² will not be construed as collusive bidding.
- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, 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 agreement.
- 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/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and agreements, 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 (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 (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

² Joint venture 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 agreement.

but not limited to a breach of the Competition Act, (Act No.89 of 1998), by a court of law, tribunal or other administrative body. The type of breach that the Bidder 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 Bidder 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 9: SPECIFIC GOALS POINTS CLAIM FORM – SBD 6.1

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 for tenders to generate income with Rand value equal to or below of R50 million (all applicable taxes included); OR
- the 90/10 for tenders to generate income with Rand value equal to or above R50 million (all applicable taxes included);

1.2 TNPA will determine the applicable points system based on the highest rental offer received..

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 | Points |
|--|------------|------------|
| PRICE | 80 | 90 |
| SPECIFIC GOALS | 20 | 10 |
| BBBEE Level 1 and 2 Contributor | 10 | 5 |
| Non-Compliant and/or B-BBEE Level 3-8 contributors | 0 | 0 |
| Entities +50% black youth owned | 5 | 2 |
| Entities +30% black female owned | 3 | 2 |
| Entities +50% people living with disabilities | 2 | 1 |
| Total points for Price and Specific Goals must not exceed | 100 | 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 TNPA 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 TNPA.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means Broad-Based Black Economic Empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the lease of premises, through rental offer, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a Bidder to respond to the RFP in accordance with specification as set out in the bid documents
- (h) **"Price/Rental Offer "** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a agreement in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"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 agreements in line with section 2(1) of the PPPFA.
- (m) **"tender for income-generating contracts"** means a written offer in the form determined by TNPA in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between TNPA and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (n) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. POINTS AWARDED FOR PRICE/RENTAL OFFER

3.1 THE PREFERENCE POINT SYSTEMS

The maximum points is allocated for rental offer price on the following basis:

$$PS = 80 (1+(Pt-Pmax)/Pmax)$$

Where:

Ps = Points scored for the price of Bid under consideration

Pt = Price of Bid under consideration

Pmax = Price of highest acceptable Bid

OR

$$PS = 90 (1+(Pt-Pmax)/Pmax)$$

Where:

Ps = Points scored for the price of Bid under consideration

Pt = Price of Bid under consideration

Pmax = Price of highest 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.

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 Level 1 and 2 | B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |
| +30% Black Women Owned Entities | B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |
| +50% Black Youth Owned Entities | Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |
| +50% Entities Owned by People with Disability (PWD) | Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability |
| South African Enterprises | CIPC Certificate |
| EME or QSE 51% Black Owned | B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate |
| Entities that are 51 % Black Owned | CI 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 DTIC'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 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 agreement 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 an agreement may not sub-contract more than 25% of the value of the agreement to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the agreement 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 DTIC. 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.

| |
|---|
| WITNESSES 1. 2. |
|---|

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|---|
| SIGNATURE(S) OF BIDDER(S) DATE: ADDRESS..... |
|---|

SECTION 10: JOB CREATION AND SKILLS DEVELOPMENT

Applicants are required to complete the below Tables which summarises the Bidder’s proposed job creation and skills development commitment over the proposed **LEASE TERM** aligned to government’s National Development Plan (NDP).

The Bidder hereby certifies that the information completed in this Section 10 commitment is true, aligned to the size of the Bidder’s business operations, realistic and implementable over the lease term.

| NEW SKILLS DEVELOPMENT | | | | |
|--|---|------------|----------------------|--|
| Description | Indicator | Number | Estimated Rand Value | |
| New skills development initiatives indicating the Bidder’s commitment to skills education and how this would match with targeted groups. Consideration needs to be directed towards the adequate quality and value of proposed skills development. Bidders are to indicate the nature of the training to be provided. | Number and Rand value of artisans and or technicians to be trained over the term of the Lease | | | |
| | Number and Rand value of apprentices to be trained over the term of the Lease | | | |
| | Number and Rand value of Black People and or Youth to be trained over the term of the Lease. Is the level of training offered above in compliance with the National Qualification Framework (NQF) Guidelines (indicate YES or NO below) | | | |
| | <table border="1" style="width: 100%; text-align: center;"> <tr> <td>YES</td> <td>NO</td> </tr> </table> | YES | NO | |
| YES | NO | | | |
| | Number and Rand value of higher education bursaries and or scholarships to be offered by the Applicant, if applicable (specify) | | | |

 Respondent’s Signature

 Date & Company Stamp

| JOB CREATION AND PRESERVATION | | | |
|--|--|---------------|-----------------------------|
| Description | Indicator | Number | Estimated Rand Value |
| <p>The potential for job creation and/or preservation as result of the award of the lease to the Bidder, allowing for the assessment of the Bidder's intention to increase labour absorption focusing on skilled and unskilled workers and the Youth.</p> <p>*Skilled jobs refer to jobs for people in a specialised field of work requiring a defines training path and or a requisite level of experience in order for them to perform their role. These people could be in possession of a certificate, diploma or degree from an institute of higher education.</p> <p>**Unskilled jobs refer to jobs for people where the field of work does not require extensive formal training or from whom no minimum level of education is required</p> <p>***Youth refer to individuals between the ages of 18 and 35.</p> | Number of new *skilled jobs to be created due to award of the lease to the Applicant | | |
| | Number of new **unskilled jobs to be created due to award of the lease to the Applicant | | |
| | Number of jobs that would be preserved due to the award of the contract (includes both skilled and unskilled) | | |
| | Number of jobs to be created for Black ***Youth, Black Women and Black People Living with Disabilities due to the award of the lease to the Applicant | | |

 Respondent's Signature

 Date & Company Stamp

| SMALL BUSINESS PROMOTION | | | |
|--|---|-------------------|-----------------------------|
| Description | Indicator | Percentage | Estimated Rand Value |
| These supplier development measurements give an indication of the Bidder's commitment to developing small businesses in line with BBBEE requirements | Percentage of the Bidder's projected procurement spend from small businesses i.e., Emerging Micro Enterprises (EME), Qualifying Small Enterprises (QSE) and Start Ups | | |
| | Percentage of estimated contract value that would be subcontracted to EME's, QSE's and Start Ups | | |
| RURAL DEVELOPMENT AND RURAL INTERGRATION | | | |
| Description | Indicator | Number | Estimated Rand Value |
| These tenant development value measures give an indication of the Bidder's commitment towards rural development and regional integration. | Number of local jobs to be created due to the award of the lease | | |
| | Number of local jobs which would be preserved due to the award of the lease | | |

WITNESSES

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.....

SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS.....

SECTION 11: PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in **Section 1** of the Protection of Personal Information Act (ActNo.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 Bidder 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 "Bidder". Transnet will process personal information only with the knowledge and authorisation of the Bidder 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 Bidder 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 Bidder. Transnet agrees that it shall only process the information disclosed by Bidder 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 Bidder is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, agreement award, agreement 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 Bidder or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Bidder. Similarly, Transnet requires the Bidder 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 Bidder 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 Bidder 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 Bidder may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Bidder and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Bidder 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 Bidder 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 Bidder 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

Bidders are required to provide consent below:

| | | | |
|------------|--|-----------|--|
| YES | | NO | |
|------------|--|-----------|--|

12. Further, the Bidder 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 Bidder submitted.
13. The Bidder 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 Bidder's authorised representative: _____

Should a Bidder have any complaints or objections to processing of its personal information, by Transnet, the Bidder 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