

## **Transnet Freight Rail**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

## **ADDENDUM 5**

### **REQUEST FOR PROPOSAL [RFP]**

**TO FIND ALTERNATIVE ORIGINAL EQUIPMENT MANUFACTURER(S) (OEM) TO SUPPORT THE RETURN TO SERVICE OF THE ESTIMATED 160 LONG-STANDING LOCOMOTIVES AND THE SUPPLY OF COMPONENTS FOR THE 20E, 21E AND 22E FLEETS**

<b>RFP NUMBER:</b>	<b>HOAC-HO-40346</b>
<b>ISSUE DATE:</b>	<b>23 January 2023</b>
<b>CLOSING DATE:</b>	<b>30 June 2023</b>
<b>CLOSING TIME:</b>	<b>14:00 PM (SAST)</b>
<b>BID VALIDITY PERIOD:</b>	<b>240 Business Days from Closing Date</b>

#### **Technical Pre-Qualifying Criteria**

Only Respondents who meet the following criteria may respond to this RFP:

- **Confirmation of OEM Status:**

Respondents who provide confirmation of Manufacturing, Repair, Engineering, Parts Supply and Maintenance activities specifically for locomotives with respect to previous works done with clients in South Africa or any other country.

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

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

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ANNEXURE D	TRANSNET'S SUPPLIER INTEGRITY PACT
ANNEXURE E	NON-DISCLOSURE AGREEMENT

## RFP FOR THE

**TO FIND ALTERNATIVE ORIGINAL EQUIPMENT MANUFACTURER(S) (OEM) TO SUPPORT THE RETURN TO SERVICE OF THE ESTIMATED 160 LONG-STANDING LOCOMOTIVES AND THE SUPPLY OF COMPONENTS FOR THE 20E, 21E AND 22E FLEETS**

## SECTION 1: SBD1 FORM

## PART A

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	<b>HOAC-HO-40346</b>	ISSUE DATE:	<b>23 January 2023</b>	CLOSING DATE:	<b>30 June 2023</b>	CLOSING TIME:	<b>14:00</b>
DESCRIPTION	<b>TO FIND ALTERNATIVE ORIGINAL EQUIPMENT MANUFACTURER(S) (OEM) TO SUPPORT THE RETURN TO SERVICE OF THE ESTIMATED 160 LONG-STANDING LOCOMOTIVES AND THE SUPPLY OF COMPONENTS FOR THE 20E, 21E AND 22E FLEETS</b>						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED</b> (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	<b>Lerato Tseke</b>			CONTACT PERSON	<b>Lerato Tseke</b>		
TELEPHONE NUMBER	<b>n/a</b>			TELEPHONE NUMBER	<b>n/a</b>		
FACSIMILE NUMBER	<b>-</b>			FACSIMILE NUMBER	<b>-</b>		
E-MAIL ADDRESS	<a href="mailto:Lerato.Tseke@transnet.net">Lerato.Tseke@transnet.net</a>			E-MAIL ADDRESS	<a href="mailto:Lerato.Tseke@transnet.net">Lerato.Tseke@transnet.net</a>		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. TAX COMPLIANCE REQUIREMENTS</b>
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER: .....

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

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

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

## SECTION 2 : NOTICE TO BIDDERS

### 1. INVITATION TO BID

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

<b>DESCRIPTION</b>	TO FIND ALTERNATIVE ORIGINAL EQUIPMENT MANUFACTURER(S) (OEM) TO SUPPORT THE RETURN TO SERVICE OF THE ESTIMATED 160 LONG-STANDING LOCOMOTIVES AND THE SUPPLY OF COMPONENTS FOR THE 20E, 21E AND 22E FLEETS <b>[the Goods]</b>
<b>TENDER ADVERT</b>	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>Click on "Tender Opportunities";</li> <li>Select "Advertised Tenders";</li> <li>In the "Department" box, select Transnet SOC Ltd;</li> </ul> <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome</b> to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>).</p>
<b>COMMUNICATION</b>	<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 requested must be directed to the contact person stated in the SBD 1 form.</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal and Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
<b>BRIEFING SESSION</b>	<p>Yes, <b>Compulsory</b></p> <p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: <a href="mailto:Lerato.Tseke@transnet.net">Lerato.Tseke@transnet.net</a></p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session. Failure to attend the briefing session will result in disqualification.</p> <p>Refer to paragraph 2 for details.</p>
<b>CLOSING DATE</b>	<p><b>14:00 on 30 June 2023</b></p> <p>Bidders must ensure that bids are uploaded timeously onto the system.</p> <p>As a general rule, if a bid is late, it will not be accepted for consideration.</p> <p><b><i>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i></b></p>

<b>VALIDITY PERIOD</b>	<p><b>240 Business Days from Closing Date</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 12.12</p>
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Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

## 2. FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted on Microsoft Teams on **3 February 2023** at 11:00am for a period of ± 2 hours. The details of the briefing session will be shared closer to the time and will start punctually.

- 2.1 A Certificate of Attendance in the form set out in **Section 10** hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory RFP briefing.
- 2.2 To ensure that the locomotive inspection is controlled, a deadline will be set for the submission of attendance certificates. Only those entities that send a signed certificate by the stipulated date to the tender administrator will have their certificate countersigned. Only those entities that have been issued with a fully signed attendance certificate may conduct locomotive inspections.
- 2.3 Respondents failing to attend the compulsory RFP briefing will be disqualified.

## 3. PROPOSAL SUBMISSION

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

a) The Transnet e-Tender Submission Portal can be accessed as follows:

- Log on to the Transnet eTenders management platform website/ Portal ([transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)) Please use **Google Chrome** to access Transnet link/site)
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)

## 4. RFP INSTRUCTIONS

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

- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 13 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

## 5. JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) as per the B-BBEE Preferential Procurement Regulations, 2022 preference point scoring.

## 6. COMMUNICATION

- 6.1. For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [Lerato.Tseke@transnet.net](mailto:Lerato.Tseke@transnet.net) before **12:00 pm on 05 May 2023**, 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.
- 6.2. After the closing date of the RFP, a Respondent may only communicate with Prudence Nkabinde, at email [Prudence.Nkabinde@transnet.net](mailto:Prudence.Nkabinde@transnet.net) on any matter relating to its RFP Proposal.
- 6.3. Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.4. It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 6.5. Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 6.6. 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. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.

## 7. CONFIDENTIALITY

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



## **8. COMPLIANCE**

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

## **9. EMPLOYMENT EQUITY ACT**

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

## **10. DISCLAIMERS**

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

- 10.1. modify the RFP's Goods and request Respondents to re-bid on any such changes;
- 10.2. reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3. disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4. award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.5. award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFP;
- 10.6. split the award of the contract between more than one Supplier, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations; The split may be in the following areas:
  - 10.6.1. The various locomotive classes
  - 10.6.2. The required technologies (electrical/mechanical)
- 10.7. cancel the bid process;
- 10.8. validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 10.9. request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10. not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.11. to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law. Bidders that are restricted by either Transnet or National Treasury for previous procurement transgressions after issuing of this RFP but prior to contract award, will also be disqualified from the bidding process;
- 10.12. to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

Note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract. This includes all site visits to be conducted.

#### **11. LEGAL REVIEW**

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

#### **12. SECURITY CLEARANCE**

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

#### **13. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

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

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

#### **14. TAX COMPLIANCE**

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

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

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

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

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

**TIP-OFFS ANONYMOUS:**



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

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



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



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



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



**Telegram**  
Speak to an Agent via Telegram



**0800 003 056**

**086 551 4153**

**[reportit@ethicshelpdesk.com](mailto:reportit@ethicshelpdesk.com)**

**\*120\*0785980808#**

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

### **1 BACKGROUND**

Since 2013 Transnet Freight Rail (TFR) has taken delivery of new generation 20E, 21E and 22E Electric locomotives. As these locomotives have been in operation, they have not been maintained because of non-availability of spares and Intellectual Property challenges which prevented Transnet from conducting any repairs. Locomotives within each of the new generation fleets have been staged and are out of service, some up to 2337 days, for various reasons, including, but not limited to derailments, accidents, incidents of vandalism, waiting component change outs, etc. There is a requirement to expedite the repairs (including the procurement of all necessary material/parts for the repairs) and the return of commissioned/tested locomotives back to service. The current estimated number of locomotives parked due to spares unavailability stands at one hundred and sixty (160) and this has led to a gradual deterioration of services that TFR offers to its freight customers as a result of a shortage of locomotives. Respondents are to note that this number may increase over the duration of the contract.

These locomotives have been termed "Long-standing", which is defined as locomotives that are out of service exceeding 90 days due to various incidents. For Transnet to maintain the required efficiencies and capacity, the long-standing locomotives need to be brought back to service through the repairs based on statement of work (sow) signed off between TFR and the locomotive OEM. This will enhance Transnet's competitiveness, achievement of the required life span of the locomotives thus supporting the Fleet Plan and inevitably deliver on its mandate from the shareholder.

TFR is now requesting suitable bidders to make a proposal to TFR for:

- a) The return to service of the estimated 160 (this value might increase as more locomotives become unusable) longstanding locomotives in the 20E, 21E and 22E fleets and may include the redesign of components and sub-systems.
- b) The supply of components for the 20E, 21E and 22E fleets as and when required.
- c) The potential alternative OEM(s) should indicate capability and ability to support the organisation with a long-term maintenance and support agreement for the entire fleet.

The proposed duration of the contract is a maximum period of ten (10) years due to all the required activities, some of which may take up to 2 years to redesign and conclude. This contract will not only provide the required support that will ultimately see the return to service of the approximately 160 long standing locomotives but will also provide ongoing support for the entire 20E, 21E and 22E fleets.

### **2 EXECUTIVE OVERVIEW**

Whereas Transnet is seeking a partner(s) to provide solutions for its repair of long-standing locomotives, it also seeks to improve its ability to render logistics services to its end user community throughout its locations.

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

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

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

### **3 SCOPE OF REQUIREMENTS**

TFR is now requesting suitable bidders to make a proposal to TFR for:

- a) The return to service of the estimated 160 (this value might increase as more locomotives become unusable) longstanding locomotives in the 20E, 21E and 22E fleets and may include the redesign of components and sub-systems.
  - b) The supply of components for the 20E, 21E and 22E fleets as and when required.
  - c) The potential alternative OEM(s) should indicate capability and ability to support the organisation with a long-term maintenance and support agreement for the entire fleet.
- 
- 3.1 Repairs include the full scope of work required to bring a locomotive back into service, inclusive of component repairs and replacement; and material and parts supply to effect the repairs. Repairs shall be done either at Transnet's facilities using Transnet's workforce, equipment and tools or at the supplier proposed alternative facilities and workforce.
  - 3.2 In addition to the repair of the above-mentioned locomotive quantities, the service provider must include a proposal for component repairs and replacement, and material and parts supply for the repair and maintenance of the respective locomotive fleet for a maximum period of 10 years.
  - 3.3 Regardless of whether the repair is work performed at Transnet's or the bidder's facilities, the bidder shall provide maintenance training and detailed documentation to nominated Transnet employees.
  - 3.4 The bidder shall provide all technical drawing and documentation required to effect the repairs/manufacture as well as ordinary maintenance of the locomotive components and subsystems to Transnet.
  - 3.5 The locomotives that are staged, require varying degrees of repair: some requiring major accident and wreck repairs, some locomotives requiring repairs due to stripping of components resulting from vandalism, and others requiring component repairs and replacements.

### 3.6 Standards

Unless stated otherwise, all requirements/regulations set forth in the following specifications/ policies are applicable to this tender and should thus be read in conjunction with this document.

- a) SANS 3000 (1-4): Railway Safety Management.
- b) EN 50121: Railway Applications - Electromagnetic Compatibility
- c) EN 50155: Railway Applications - Rolling Stock - Electronic Equipment.
- d) IEC 60571: Railway Applications - Electronic Equipment used on Rolling Stock.
- e) IEC 61373: Railway Applications - Rolling Stock Equipment - Shock and Vibration Tests
- f) EN 50126: Railway Applications - The Specification and Demonstration of Reliability, Availability, Maintainability and Safety (RAMS).
- g) IEC 61133: Railway applications – Rolling stock – Testing of rolling stock on completion of construction and before entry into service
- h) ISO 9000 Series: Quality Management Principles.
- i) Occupational Health and Safety Act: Statutes of The Republic Of South Africa Mines, Works And Factories
- j) RT/TE/POL/0017: Rolling Stock Electrical Safety Instructions

### 3.7 South African Railway Safety Regulator Documents

South African Railway Safety Regulator (RSR) documents applicable in this specification are listed below:

- a) National Railway Safety Regulator Act, no. 16 of 2002
- b) New Works and Technology Developments: Minimum Submission Contents; Railway Safety Regulator document.

### 3.8 Areas of deployment

- a) General Freight (across the country)
- b) North Corridor
- c) Cape Corridor

### 3.9 Delivery timeline:

Delivery of the repaired long-standing locomotives will be agreed with the successful bidder.

## FUNCTIONAL REQUIREMENTS

For Transnet to maintain the required efficiencies and capacity, the long-standing locomotives need to be brought back to service through the repairs based on statement of work (sow) signed off between TFR and the successful bidder. The proposed duration of the contract is a maximum period of ten (10) years due to all the required activities, some of which may take up to 2 years to redesign and conclude.

The repair of long-standing locomotives shall comprise:

- a) Fault finding and repair of failed components on the locomotives,
- b) Like for like replacement with components sourced from the components OEM,
- c) Replacement with similar components in accordance with railway industry technical standards and Transnet Specifications – Where a non-service proven component is used, a detailed component technical review and type test will be required. Prior permission and successful type testing will be required before the use of any alternate parts is proposed.

For the items that are Intellectual Property (IP) confined, the approach to these will be as follows:

- a) Where items are not localised by the current OEM, Transnet in conjunction with the alternative OEM will re-engineer, design, test and approve the new systems and/or products provided no aftermarket components are available that might replace the existing OEM components.
- b) Where items have been localised by the current OEM, the successful bidder must explore options with the local supplier(s) to continue supply to Transnet while taking the necessary precautions to avoid any IP infringements.
- c) For the existing local OEMs of the systems within the locomotive, the bidder shall collaborate with these suppliers to resolve any supply issues.

Respondents must be aware that the purpose of the tender is to ensure operational availability of Transnet's locomotive fleet and that Transnet must have access to all Intellectual Property (IP) required to ensure uninterrupted repair and maintenance of the locomotive fleet. To that end:

- (i) All IP in respect of re-designed and/or re-engineered components shall be owned by Transnet; and
- (ii) All IP required to integrate components, whether the components of the OEM and/or re-designed and/or re-engineered components to ensure an operational locomotive, including but not limited to electronic systems, will be owned by Transnet.

### **Redesign process**

- a) The process of redesigning and engineering will be undertaken by the successful alternative OEM(s) under the approval of Transnet. Where it is possible to re-engineer the non-software and parts not fully integrated into the control software of the locomotive, consideration must be given to the testing and approval timelines, as it may include Rail Safety Regulator (RSR) approvals.
- b) For the complicated software integrated systems, the process will be to redesign the core of the locomotive with the alternative OEM(s) designs and systems. The redesign process will include the design and approval of the new systems and sub-systems, as well as the testing of components, systems, etc.
- c) The proposed duration of the contract is a maximum period of ten (10) years due to all the required activities, some of which may take up to 2 years to redesign and conclude.
- d) Where required a standardised approach should be followed, i.e. the same re-designed component should be used across the fleet.

### **Responsibilities**

The responsibilities of the successful bidder/s:

- (i) Will have or will establish technical capability and capacity to repair locomotives
- (ii) Will have to supply spares to Transnet Engineering as per outstanding work on the locomotive which Transnet Engineering is currently working on using the signed off statement of work as a base.
- (iii) Will ensure full engineering input, technical support and documentation to enable repairs to the locomotives.
- (iv) Will secure labour and the appropriately equipped workshops where the locomotives will be repaired.
- (v) Will procure and store all material, parts and components to repair the locomotives
- (vi) Will procure and store all material, parts and components to repair the subsystems and components where necessary.

- (vii) It is the sole responsibility of the Contractor to ensure that the components and/or equipment, whether supplied by itself or any Sub-Contractor, are manufactured or refurbished to specified requirements.
- (viii) Materials used shall be to prescribed specifications and free from any defects whatsoever and, shall be manufactured by the Contractor or be obtained from makers whose names shall be submitted to, and approved by, TRANSNET who shall have the right to adopt any means considered advisable in order to ascertain that only the types of material stipulated are actually used.
- (ix) The standard of workmanship on materials and equipment shall be according to all relevant documentation, procedures, drawings, specifications and TRANSNET's and/or its representatives' requirements. The standard of workmanship shall be defined upfront or agreed upon by TRANSNET and/or its representatives.
- (x) Commit to minimum time frames as to when locomotives will be returned to service.
- (xi) Enforce proper project management by competent project managers to ensure the above.
- (xii) Provide regular progress updates at a frequency to be agreed with the Transnet project Management Teams, this may be weekly, bi-weekly, Monthly, Quarterly and recovery plans should delays be experienced.
- (xiii) All repaired locomotives shall be fully commissioned, subjected to test run, TFR Quality Assurance sign-off and complete 3 fault free trips in Operations (running under load) to ensure working conditions and locomotive is made available to TFR Operations to run volumes.
- (xiv) Commit to warranties on the work executed. The Contractor warrants, for a period of 12 (twelve) months commencing when the Rolling Stock is Commissioned, declared Service Worthy and completed 3 Fault free trips.
- (xv) Where alternative and/or modified components/systems are used, comprehensive design and maintenance information must be provided. This information must be fully integrated to the Transnet IEM (Interactive Electronic Manual) system.
- (xvi) All components removed for testing, repairs and evaluation from the locomotive remain property of Transnet and should be returned to Transnet.

**The responsibilities of Transnet:**

- (xvii) Will ensure all locomotives requiring repair are moved to an agreed repair facility.

Transnet reserves the right to reject a Contractor or Sub-Contractor if such is considered not to be competent or has been black-listed to supply services and/or goods by either Transnet or the South African National Treasury.

**Bidders Technical Response:**

- i) Respondents will be required to visit the locomotives at various sites around the country. This is required for the Respondent to draw up a statement of work and bill of material which will be used to prepare their response to the tender.
- ii) Each tenderer will submit the quotation and linked financial response in accordance with the scope of work applicable to each locomotive.
- iii) The Respondent must supply a proposal outlining the details of each individual locomotive requiring repairs.



- iv) Where applicable, Respondents must indicate specifications that will be used for the repairs or the supply of components. It is to be noted that no detailed repair specifications are available at Transnet, and the requirement is that the tenderer will prepare the details of the expected work to be executed, supply detailed specifications and conformance to railway standards of parts used for the repair of the locomotives, and supply full details of testing and commissioning so that a commissioned working locomotive is returned to service.
- v) Prior permission by TFR Technology Management will be required before the use of any alternate parts is proposed after award of contract(s) to the successful bidder(s). The Respondent must supply all designs, and/or datasheets along with corresponding test results if alternate parts are used. This includes comprehensive information on performance and efficiency.
  - a. Respondents shall provide drawings, diagrams and additional literature to clearly describe the operation of the proposed system and highlight any noteworthy features.
  - b. Where applicable, Respondents must indicate specifications and standards where the units are new designs and will be tested.
- vi) Each locomotive shall be commissioned and tested;
- vii) The Contractor is responsible for providing an Inspection and Test Plan for the repaired locomotives. The inspection and Test Plan shall be submitted to a duly authorised Transnet Representative for review, by no later than 2 (two) weeks prior to the commencement of the Works. Transnet reserves the right to witness any or all of the tests and inspections. The Contractor shall carry out all testing and commissioning on the repaired locomotives.

#### **4 GREEN ECONOMY / CARBON FOOTPRINT**

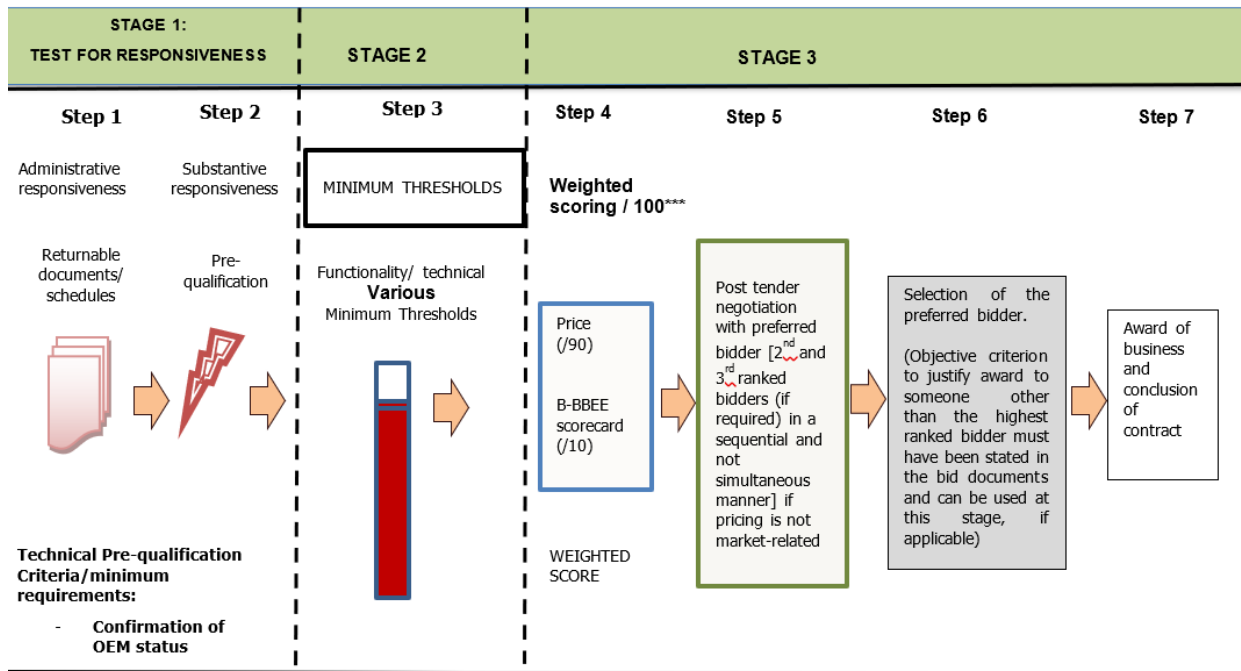
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

#### **5 GENERAL SUPPLIER OBLIGATIONS**

- 5.1 The Supplier(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Supplier(s) must comply with the requirements stated in this RFP.

#### **6 EVALUATION METHODOLOGY**

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier:



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

#### 6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

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

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> <li>Whether any Technical pre-qualification criteria set by Transnet, have been met:</li> <li><b>Confirmation of OEM Status</b></li> </ul>	<i>Section 3 – Scope of Work</i>
<ul style="list-style-type: none"> <li>Certificate of attendance of compulsory briefing</li> </ul>	
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer</li> </ul>	<i>Section 4</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>

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

**6.3 STEP THREE: Minimum Thresholds for Technical Criteria**

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

The Technical Evaluation will comprise of three phases:

**Phase 1A and 1B:** Mandatory Technical criteria - 100% threshold [1A] and 80% threshold [1B]

**Phase 2:** Mandatory Technical documentation – 100% threshold

**Phase 3:** Operational readiness which may include a site visit – 100% threshold

Phase	Criteria	Scoring	Evidence
<b>1</b>	Mandatory compliance to the technical criteria Phase 1A Phase 1B	100% 80%	Evidence required as per Technical criteria questionnaire
<b>2</b>	Submission of Mandatory Technical Documents	100%	Scope of work per locomotive completed and submitted for the repairs. (Indicative timelines and cost to be provided for each locomotive repair)  Proposal for replacements/redesign, parts supply and drawings.
<b>3</b>	Operational Readiness (May include a site visit by Transnet team)	100%	Evidence of agreements or MOUs, Alternative facilities for repairs, Existing facilities/ Partnership JV' facilities, Machinery, tools and resources e.g. Crane capacity, shore supply, staff capacity and capability, Storage, tooling for the work undertaken. Certificates of authority to work under high voltage e.g. Green, brown etc

Respondent's Signature

Date & Company Stamp

**Phase 1: Mandatory Technical criteria – 100% Threshold**

Respondents are to complete the following documents for this phase:

**Phase 1A: 100% threshold - Mandatory Questionnaire which must be completed [Annexure B]**

**Phase 1B: 80% threshold - Mandatory Evaluation Criteria Sheet which requires evidence to be provided. This document does not need to be completed, however corresponding documents for each criteria must be provided.**

**Phase 2: Mandatory Technical documents – 100% Threshold**

Item #	Documents Required	Submitted Yes/No
1	Scope of work per locomotive completed and submitted for the required repairs. (Indicative timelines and cost to be provided for each locomotive repair)	
2	Proposal for replacements/redesign, parts supply and drawings.	

**Phase 3: Operational Readiness – 100% Threshold**

Item #	Criteria/Capability and evidence required	Submitted Yes/No
1	<p>Respondents to provide evidence of agreements or MOUs relating to the proposed repair facilities. Alternative facilities for repairs/Existing facilities/Partnership or JV facilities location.</p> <p>Evidence must demonstrate the following at a minimum: Staff capacity and capability Storage facilities Machinery Tooling Crane capacity, jacks, slings, etc. Certificates of authority to work under high voltage eg. Green, brown etc. Security</p>	

*Respondents must complete and submit **Annexure B** which includes the Technical Questionnaire and the corresponding evidence/document. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to **Annexure B** and the provision of the required evidence. Respondents must pass all phases to proceed to the next step of evaluation.*

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

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

**6.4 STEP FOUR: Evaluation and Final Weighted Scoring**

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

Evaluation Criteria	RFP Reference
• Commercial offer as per the statement of works per locomotive	Section 4

Respondent's Signature

Date & Company Stamp

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

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

Where:

$Ps$  = Score for the Bid under consideration

$Pt$  = Price of Bid under consideration

$Pmin$  = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 10 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Point Claim Form.

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

Threshold	Minimum Threshold
Technical	Various thresholds as per 6.3 above

Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

6.6 **STEP FIVE: Post Tender Negotiations (if applicable)**

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

6.7 **STEP SIX: Objective Criteria (If applicable)**

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

- Geographical location;
- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:

- the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
- a due diligence to assess functional capability and capacity. This could include a site visit and verification of **Annexure A: Components Capability List**;
- A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
- Reputational and Brand risks

**6.8 STEP SEVEN: Award of business and conclusion of contract**

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

## SECTION 4 : PRICING AND DELIVERY SCHEDULE

### Locomotive Assessment

The Respondent is to arrange for the assessment of the locomotives. Following this assessment, the following will be provided to Transnet:

- i. Full Statement of works
- ii. Delivery Schedule
- iii. Costing for the repairs and redesign where required
- iv. Costing of components/parts
- v. Any other applicable documents required for the execution of this contract.

All potential bidders are to ensure that they have sufficient resources to perform the required site visits. All the site visits must be completed in the specified timeframe as indicated by Transnet and run concurrently. The maximum time allowed will be six (6) weeks to complete all sites. All site visit costs will be at the expense of the bidder.

No	Depot	Total Locos	Estimation of duration to assess
1	Richards Bay	68	6 weeks
2	Koedoespoort	44	4 weeks
3	Ermelo	12	2 weeks
4	Kimberley	4	1 week
5	Pyramid South	2	1 week
6	Sentrarand	1	2 days
7	Swartkops (PE)	27	4 weeks
8	Vryheid	1	2 days
9	Welgedacht	2	1 week

### Notes to Pricing:

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

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.

- b) All Prices must be quoted in South African Rand inclusive of VAT.
- c) Prices of any spares/components/materials are to be quoted on a delivered basis.
- d) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- e) Where a Respondent's price(s) includes imported content, the rate of exchange to be used must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid: **If the bidder uses a different exchange rate his/her bid will be disqualified.**

Currency rate of exchange utilised: \_\_\_\_\_

- f) In respect of incoterms conditions, if applicable, please refer to paragraph 25 of the General Bid Conditions which is attached to the RFP as Annexure C.
- g) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing the following price index/indices/adjustment formula. [Not to be confused with bid validity period Section 2, clause 1]

Consumer Price Index (CPI)

YES	
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## 1 DISCLOSURE CONTRACT INFORMATION

### PRICES TENDERED

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

### JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

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

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

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

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



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

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

## 2 PRICE REVIEW

The successful Respondent(s) [the Supplier] will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Supplier's price(s) is/are found to be higher than the benchmarked price(s), then the Supplier shall match or better such price(s) within 30 [thirty] days, failing which the contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

## 3 EXCHANGE AND REMITTANCE

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

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

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

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

3.4 Beneficiary details:

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

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

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

Country \_\_\_\_\_

3.5 \_\_\_\_\_ [Applicable base date of Exchange Rate used]

Respondent's Signature

Date & Company Stamp

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

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

#### 4 NATIONAL RAILWAY SAFETY REGULATOR ACT

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

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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#### 5 SERVICE LEVELS

- 5.1 Transnet will measure the performance of the Respondent in accordance to the Delivery Schedule that will be provided following the assessment of the locomotives. The applicable penalties will be contained in the final contract to be agreed between the parties.
- 5.2 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 5.3 Transnet will have quarterly reviews and regular meetings where required with the Supplier's account representatives on an on-going basis for the duration of the subsequent contract.
- 5.4 Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 5.5 The Supplier must provide a telephone number for customer service calls.
- 5.6 Failure of the Supplier to comply with stated service level requirements and the delivery schedule will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Supplier of its intention to do so.

**Acceptance of Service Levels:**

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

- 6.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [**TCO**], which will reduce the overall

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

**Accepted:**

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

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

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**7 RISK**

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

- 7.1 Quality and specification of Goods delivered:

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- 7.2 **Continuity of supply:**

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_

carrying on business trading/operating as

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

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

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

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

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

- a) General Bid Conditions; and
- b) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Goods within 90 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 to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods due to non-performance by ourselves, failure to meet Local Content, etc.

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

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

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

### ADDRESS FOR NOTICES

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

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

Name of Entity:

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Facsimile:

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Address:

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### NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

### VALIDITY PERIOD

Transnet requires a validity period of 240 [two hundred and forty] Business Days [from closing date] against this RFP, excluding the first day and including the last day.

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

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

(i) Registration number of company / C.C. \_\_\_\_\_

(ii) Registered name of company / C.C. \_\_\_\_\_

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

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Respondent's Signature

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Date & Company Stamp

**RETURNABLE DOCUMENTS**

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

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

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

**a) Mandatory Returnable Documents**

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

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
Section 1: SBD1 Form	
Section 4: Pricing and Delivery Schedule	
Section 10: Certificate of attendance of compulsory briefing	
Costing/Pricing Documents: <ul style="list-style-type: none"> <li>• Full statement of works including a per locomotive breakdown of the cost</li> <li>• Costing for the repairs and redesign where required</li> <li>• Costing of components/parts</li> </ul>	
<b>Confirmation of OEM Status documents:</b> Respondent to provide a signed confirmation letter on their official letterhead and supporting evidence with details of the following locomotive specific activities: <ul style="list-style-type: none"> <li>• Manufacturing activities</li> <li>• Repair work</li> <li>• Engineering/Design</li> <li>• Parts Supply</li> <li>• Maintenance</li> </ul>	

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 Respondent's Signature

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 Date & Company Stamp

**b) Returnable Documents Used for Scoring**

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

<b><u>RETURNABLE DOCUMENTS USED FOR SCORING</u></b>	<b>SUBMITTED [Yes or No]</b>
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	
Technical Response Documents: <ul style="list-style-type: none"> <li>Annexure A – Fully Completed</li> <li>Annexure B – Fully Completed where required</li> <li>All corresponding evidence for Phase 1, 2 and 3</li> </ul>	

**c) Essential Returnable Documents:**

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

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Y/N]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: Certificate of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Claim Form	
SECTION 11: Job-Creation Schedule	
SECTION 12: SBD 5 (NIPP)	
SECTION 13: Protection of Personal Information	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

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

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

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



**SIGNATURE OF WITNESSES**

**ADDRESS OF WITNESSES**

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

1	Transnet's General Bid Conditions
2	Transnet's Supplier Integrity Pact
3	Non-disclosure Agreement

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

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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**SECTION 7 : RFP DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

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

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

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

ADDRESS:

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Indicate nature of relationship with Transnet:

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

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

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

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

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

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

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

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

**YES/NO**

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

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

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

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
.....

#### **14 DECLARATION**

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

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

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

- 14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

#### **BREACH OF LAW**

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

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

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

NATURE OF BREACH:

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

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

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

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

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





**SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**1. GENERAL CONDITIONS**

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

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
<b>PRICE</b>	<b>90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good

Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - (i) the B-BBBEE status level certificate issued by an authorised body or person;
  - (ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - (iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

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

- 4.1 In terms of Transnet SCM Policy on preferential procurement and Procurement Manuals, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4

6	3
7	2
8	1
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>3</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

## 5. BID DECLARATION

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

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

v) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Supplier
- ☐ Other Suppliers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4

and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1. ....
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS.....

**SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ *[name of entity]*

attended the virtual RFP briefing in respect of the proposed Services to be rendered in terms of this RFP  
on \_\_\_\_\_ 2023

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

**NOTE:**

- Respondents are to confirm their attendance of the briefing session prior to the meeting.
- After the briefing, this certificate of attendance must be filled in by the bidder and sent to the tender administrator for confirmation and a completed certificate will be returned to the bidder.
- The fully completed document must be returned with the bid proposal as failure to do so will result in disqualification.

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

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

**SECTION 11: JOB-CREATION SCHEDULE****(Please ensure that you return this schedule with your bid submission)**

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%. In order to give effect to these job creation objectives, Respondents are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this bid.

Note that this undertaking is not required if a NIPP obligation is applicable to a Respondent's bid as indicated in Section 11. **Respondents are required to indicate below whether the NIPP obligation is applicable to their bid:**

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

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

<b>Year 1</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

<b>Year 2</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

<b>Year 3</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				



Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 4	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 5	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

**Note:** The job creation commitment(s) shall be reviewed after the first five (5) years. Where required, new or amended plans shall be agreed to and submitted by the successful Respondent.

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 Respondent's Signature

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 Date & Company Stamp

**SECTION 12: SBD 5**

This document must be signed and submitted together with your bid

**THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME****INTRODUCTION**

The National Industrial Participation Programme (NIPP), which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIPP requirements. NIPP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

**1. PILLARS OF THE PROGRAMME**

1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$5 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$5 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.

1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

**2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

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 Respondent's Signature

---

 Date & Company Stamp

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

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

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid number;
- Description of the goods or services;
- Date on which the contract was awarded;
- Name, address and contact details of the contractor;
- Value of the contract; and
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

### **4. PROCESS TO SATISFY THE NIPP OBLIGATION**

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIPP obligation;
- b. the contractor and the DTI will sign the NIPP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

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

Bid number .....

Closing date: .....

Name of bidder.....

Postal address .....

.....

Signature.....

Name (in print).....

Date.....

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

**SECTION 13: PROTECTION OF PERSONAL INFORMATION**

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

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

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

<b>YES</b>		<b>NO</b>	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: \_\_\_\_\_

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