



TRANSNET PROPERTY

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

**INVITATION TO TENDER
FOR THE PURCHASE OF
THE CARLTON CENTRE COMPLEX
LOCATED IN THE JOHANNESBURG CENTRAL BUSINESS DISTRICT (CBD)
SOUTH AFRICA, A TRANSNET IMMOVABLE PROPERTY ASSET**

RFP NUMBER	TP/2023/03/0002/25867/RFP
ISSUE DATE:	30 MARCH 2023
BRIEFING SESSION:	03 MAY 2023, 12H00 GMT
SITE INSPECTION:	ON APPOINTMENT POST THE BRIEFING SESSION
CLOSING DATE:	05 JUNE 2023
CLOSING TIME:	12H00 GMT
BID VALIDITY PERIOD:	180 Business Days from Closing Date

NOTE: LATE TENDERS WILL NOT BE ACCEPTED

Bidders are advised to submit their bid early at the least a day before the closing date to prevent possible delays due to their internet speed, bandwidth, or the size and the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by Bidders because of such technical challenges. Please do not wait for the last hour to submit. Bidders are advised to process maximum 30MB permitted per upload, making multiple uploads to complete the submission.

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SECTION 1

SBD 1 FORM

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PROPERTY, A DIVISION TRANSNET SOC LTD

BID NUMBER:	TP/2023/03/0002/25867/RFP	ISSUE DATE:	30 MARCH 2023	CLOSING DATE:	05 JUNE 2023	CLOSING TIME:	12H00
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DESCRIPTION **TENDER FOR THE PURCHASE OF THE CARLTON CENTRE COMPLEX LOCATED IN THE JOHANNESBURG CENTRAL BUSINESS DISTRICT (CBD) SOUTH AFRICA, A TRANSNET IMMOVABLE PROPERTY ASSET**

BID RESPONSE DOCUMENTS SUBMISSION

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):

<https://transnetetenders.azurewebsites.net>

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	The Buyer	CONTACT PERSON	The Project Manager
E-MAIL ADDRESS	CarltonCentreDisposal@transnet.net	E-MAIL ADDRESS	Same

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE
			UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT
	Yes	No	[TICK APPLICABLE BOX]
			Yes
			No

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

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes	No	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes	No
	[IF YES ENCLOSE PROOF]			[IF YES, ANSWER QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES	NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES	NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES	NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES	NO

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

PART B TERMS AND CONDITIONS FOR BIDDING**1. TAX COMPLIANCE REQUIREMENTS**

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / 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].

Description	Detail
DESCRIPTION	TENDER FOR THE PURCHASE OF THE CARLTON CENTRE COMPLEX LOCATED IN THE JOHANNESBURG CENTRAL BUSINESS DISTRICT (CBD) SOUTH AFRICA, A TRANSNET IMMOVABLE PROPERTY ASSET
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, Bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> Click on "Tender Opportunities"; Select "Advertised Tenders"; In the "Department" box, select Transnet SOC Ltd. <p>Once the tender has been 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 Portal at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link/site) free of charge (refer to section 2, paragraph 3 below for detailed steps)</p>
COMMUNICATION	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful Bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
BRIEFING SESSION	<p>Non-Compulsory</p> <p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: CarltonCentreDisposal@transnet.net</p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session.</p>
CLOSING DATE	<p>12h00 on Monday 05 June 2023</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>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.</p>

VALIDITY PERIOD	<p>180 Business Days from Closing Date</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Bidder(s), 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 11.12</p>
2 FORMAL BRIEFING	
<p>2.1 A non-compulsory pre-proposal RFP briefing will be conducted on Microsoft Teams on the 03 May 2023, at 12h00 GMT for a period of \pm 2 hours. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents logging in late.</p> <p>2.2 Respondents are required to submit their interest to attend the non-compulsory briefing session to CarltonCentreDisposal@transnet.net well before the start of the briefing session to enable the team to send a meeting invite.</p> <p>2.3 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the non-compulsory session subsequently feels disadvantaged as a result thereof.</p>	
3 SUBMISSION	
<p>Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.</p> <p>a) The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> ▪ Log on to the Transnet eTenders management platform website/ Portal (transnetetenders.azurewebsites.net) Please use Google Chrome to access Transnet link/site); ▪ Click on "ADVERTISED TENDERS" to view advertised tenders; ▪ Click on "SIGN IN/REGISTER – for Bidder to register their information (must fill in all mandatory information); ▪ Click on "SIGN IN/REGISTER" - to sign in if already registered; ▪ Toggle (click to switch) the "Log an Intent" button to submit a bid; ▪ Submit bid documents by uploading them into the system against each tender selected. ▪ No late submissions will be accepted. The Bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net 	
4 RFP INSTRUCTIONS	
<p>4.1 Please sign documents [sign, stamp/name 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.</p> <p>4.2 All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.</p>	

- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

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

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) 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 The Buyer before **01 June 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 the The Buyer, at email CarltonCentreDisposal@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 with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful Bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.

7 CONFIDENTIALITY

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

8 EMPLOYMENT EQUITY ACT

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

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.

9 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:

- 9.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 9.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 9.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 9.4 award a contract in connection with this Proposal at any time after the RFP's closing date;

- 9.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 9.6 split the award of the contract between more than one Supplier/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 9.7 cancel the bid process;
- 9.8 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;
- 9.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 9.10 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;
- 9.11 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;
- 9.12 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.

10 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.

11 SECURITY CLEARANCE

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

12 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.

13 TAX COMPLIANCE

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

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

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

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to
TIP-OFFS ANONYMOUS:**Ethics Helpdesk (Pty) LTD.
Ethics Management System™**You can choose to be Anonymous or Non-Anonymous on ANY of the platforms**
PLEASE RETAIN YOUR REFERENCE NUMBER**AI Voice BoT "Jack"**

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

**What's App**

Speak to an Agent via What's App.

**Speak to an Agent**

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

**Telegram**

Speak to an Agent via Telegram

0800 003 056**086 551 4153****reportit@ethicshelpdesk.com*****120*0785980808#**

SECTION 3:**BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS****1 BACKGROUND**

Transnet Property (TP) main objective is to manage, acquire and dispose Transnet SOC Ltd (Transnet) owned immovable property assets and ensure optimum utilization of property for the purpose of maximizing developments opportunities. TP is embarking on a process of acquiring an interested qualifying party to make an offer to purchase this immovable property. Transnet has approved the alienation of the Carlton Centre Complex in Johannesburg CBD, South Africa. The property is situated on Erf 1120, Erf 1126 and Erf1239, Marshalls Town, situated at 150 Commissioner Street, Johannesburg. The property is located in the Inland Region (Gauteng area). The bidders should note that the property is subject to the registered Notarial Deed of Cession and Assignment of Leases K221/2000 and K222/2000.

2 EXECUTIVE OVERVIEW

This Request for Proposal (RFP) seeks to find the highest Bidder for the acquisition of the said property. Bidders are to comply with all the requirements set out in this RFP. Failure to comply with or to fully respond to requirements of the RFP will render the bid non-responsive.

The transaction is a sale of a commercial property voetstoots as a going concern. This property is legally owned by Transnet SOC Ltd.

3 SCOPE OF REQUIREMENTS

Bidders are hereby invited to present their market related offers to acquire the property described below, which is the subject of disposal. This property shall be disposed to the qualifying Bidder at no less than market value.

The construction of the Carlton Centre Complex began in the early 1960's and was completed in 1973. At 223m high the Carlton Office Tower is amongst the top 3 tallest buildings in Africa since 1973 to date. The complex consists of the Office Tower, Retail Section, Skylink and Hotel. Currently the hotel is mothballed, whilst the retail section is the only section fully functional. The Office Tower is partially occupied by Transnet employees and the Skylink is currently vacant.

The Carlton Centre Complex is measuring approximately 165 056 m², with the Carlton Tower being 67 552 m² of which various Transnet Divisions currently occupy about 25 140m². The Carlton Shopping Centre, a very busy shopping mall, is 41 843 m² of retail and the Carlton Hotel with 663 rooms but currently mothballed measures approximately 43 500 m². The Carlton Court measuring 3 952 m² has 63 rooms and is the smaller hotel annex across Kruis Street from the hotel and connected by a pedestrian bridge into the old Carlton Hotel lobby. The vacant Skylink is 8 209 m² in size.

The Carlton Court (smaller hotel) on the first-floor level currently has no direct street access with access only being via the Kruis Street bridge into the Carlton Hotel lobby. The Carlton Parking is made up of approximately 1 662 parking bays in the Carlton Centre basement and an additional 720 bays in Skylink parkade (total of approximately 2 382 on-site parking bays) connected under Main Street.

3.1 RESPONSIBILITIES/DUTIES OF THE BIDDER

- a) Sign a Non-Disclosure Agreement and abide by it.
- b) Perform Property Valuation exercises where applicable to determine the Market Value using market best practices;
- c) Attend the non-compulsory briefing session as scheduled.
- d) Inspect the property.
- e) Present the market related bid/proposal to Transnet by the closing date and time.
- f) Comply with the following conditions of tender
 - Neither the seller nor its respective directors, officials, employees or agents will assume any obligations for any costs or expenses incurred by the Bidders/prospective Purchasers;
 - In the event that the sale did not materialise, the Bidders will not have any financial claims against Transnet or employees for any financial loss incurred;
 - The “huur gaat voor koop” principle shall apply where there are active leases;
 - Bidders will be liable for obtaining the certificate of compliance after the registration of the property;
 - Bidders must comply with all the legislative requirements of the country when undertaking redevelopment of these properties and taking into account the existing circumstances and arrangements;
 - The winning Bidder shall be liable for all the costs incidental to the conveyancing, rezoning, subdivision, consolidation, surveying and any other statutory obligations;
 - In the event that the evictions have to be effected, the purchaser shall comply with the legislative requirements in relation to the eviction proceedings. This condition shall be carried in the Sale Agreement;
 - The winning Bidders shall act to protect the image and reputation of Transnet and not conduct activities or acts that shall compromise Transnet values and brand;
 - Transnet reserves the right not to sell these properties or to withdraw certain properties from the tender and or reject tenders and/or readvertise part of this tender;
 - The disposal of the proposed property is subject to Ministerial approval from the Department of Public Enterprises, South African Government and any other requisite authority;
 - The timeframes as indicated in the project execution schedule are subject to change and the affected parties shall be informed of the period of extension;
 - Provide proof of availability of funding to acquire the property (e.g. Letter of Interest or Proof of Cash Reserves from a banking institution registered in the Republic of South Africa that proves existence of funds),
 - In the event a company is acquiring this property, a Board of Directors or partners/trustees’ resolution authorising the representative to submit the tender bids is required. Transnet reserves the right to verify even after closing of the bids whether the signatory is authentic;
 - Transnet does not bind itself to accepting below market value tenders; and

- Purchase price must be paid into the account of the Transnet appointed conveyancers within thirty (30 days from the date of Acceptance of the Offer to Purchase. Failure to deposit the purchase price within the stipulated timeframes will lead to the cancellation of this bid and Transnet reserves the right to recover any costs incurred from the Bidder.

The conclusion of the sale transaction will be determined by the successful transfer of the property to the preferred Bidder with the most competitive market-related offer.

- Bidders may be requested to clarify information in their proposal. This information must be supplied free of charge.

3.2 POST TRANSACTION/SALE RESPONSIBILITIES

It is the responsibility of the Bidder to ensure that they complete all buyer responsibilities post the completion of the sale transaction.

3.3 RESPONSIBILITY OF TRANSNET PROPERTY

- TP will nominate a project lead to represent it and who will be the contact person for all communication with and between it and the Bidder on the property disposal. All instructions to the Bidder shall be in writing in electronic format and delivered to an e-mail address to be provided to TP's project lead by the Bidder;
- TP will appoint a transfer attorney (conveyancer) for purposes of registration of transfer of ownership;
- The name and contact details of the attorney shall be provided to the Bidder subsequent to the acceptance of Bidder's offer by TP's relevant delegated authority.
- TP has the final discretion in regard to all disposals;
- TP will sign all transfer documents on request of its attorney;

3.4 PAYMENT STRUCTURE

Payment will be made through the Transnet appointed Conveyancers.

4 GREEN ECONOMY / CARBON FOOTPRINT






Transnet supports the green economy on environmental sustainability, including key environmental characteristics such as waste disposal, recycling and energy conservation.

5 GENERAL BIDDER OBLIGATIONS

The Bidder shall be fully responsible for the acts and omissions of persons directly or indirectly employed by them and representing them in this transaction.

6 EVALUATION METHODOLOGY

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

Stage 1 Test for Responsiveness		Stage 2 Test for Capability	Stage 3 Price & BBEE, Adjudication and Award			
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Administrative responsiveness	Substantive responsiveness	Technical Capability/ Functionality	Weighted scoring / 100	Post tender negotiation	Selection of the preferred bidder	Award of business and conclusion of contract
Returnable documents/schedules 	Pre-Qualification 	Minimum Threshold 60 Points Functionality Score 	Price (80/90) B-BBEE scorecard (20/10)	Post tender negotiation with preferred bidder if pricing is not market-related [2nd and 3rd ranked bidders (if required) in a sequential and not simultaneous manner]	(Objective criterion to justify award to someone other than the highest ranked bidder must have been stated in the bid documents and can be used at this stage, if applicable)	 
NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).						

6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

6.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	All sections including: Section 2 paragraphs, 2.2, 6, 11.2, General Bid Conditions clause 20
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	Section 5
<ul style="list-style-type: none"> Whether the Bid contains a priced offer chargeable to the buyers as prescribed in the pricing and delivery schedule 	Section 4
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	All Sections

<ul style="list-style-type: none"> Whether any Technical pre-qualification/eligibility criteria set by Transnet have been met as per the evaluation criteria 	Section 3 – Scope of Work Evaluation Criteria; Step 6.3 below
<ul style="list-style-type: none"> Entity's financial stability 	Bidders Latest Financial Statements
The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation	
6.3 STEP THREE: Minimum Threshold 60 points for Technical Criteria	
a) Phase 1: 100% Technical Compliance to Specification	
Required technical Mandatory Document	Score Allocation
Bidders must comply 100% to the clause by clause statement in order to progress to the next step of the tender evaluation. See Annexure A (Clause by Clause Statement of Acceptance)	No submission or Less than 100% acceptance of clauses is a disqualifier from further bidding process
Provide proof of availability of funding to acquire the property (e.g. Bank guarantees and/or Proof of Cash Reserves from a Banking institution registered in the Republic of South Africa that proves existence of funds).	No submission of specified proof of funding is a disqualifier from further bidding process.

b) Phase 2: Technical Capability Evaluation Criteria: Minimum Score Threshold of 60%			
Technical Evaluation Criteria	Output	Scoring Guidelines	Weight
Property Valuation Report			
Property Valuation Report Property Valuation Report from a valuer registered with the South African Council for Property Valuers Profession (SACPVP) submitted	Property Valuation Report	No submission (0)	25
		Submitted (25)	
Proven Track Record			
Proven track record of property investment Proof of ownership of or investment in a property portfolio (i.e., Title Deed and Windeed/Deeds Search report) in the name of the bidding company.	Proven track record of property investments	No evidence submitted (0)	50
		Property Value < R100 million cumulative value (5)	
		Property Value => R100 million < R200 million cumulative value (10)	
		Property Value => R200 million < R500 million cumulative value (20)	
		Property Value => R500 million < R800 million cumulative value (30)	
		Property Value => R800 million < R1bn million cumulative value (40)	
		Property Value > R1bn cumulative value (50)	
Redevelopment or Refurbishment of a Property			
Proof of Redevelopment Proof in the form of project completion certificates of a property development project	Ability to redevelop a large property	No evidence submitted (0)	25
		Project Value < R100 million cumulative value (5)	
		Project Value => R100 million < R200 million cumulative value (10)	
		Project Value => R200 million < R500 million cumulative value (15)	
		Project Value => R500 million < R800 million cumulative value (20)	
		Project Value > R800m cumulative value (25)	
TOTAL POINTS			100

The 60 points minimum threshold for technical capability/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

Bidder must complete and submit **Section 5 Paragraph b) Returnable Documents Used for Scoring**. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses (and attachment where there is a need) to the afore-mentioned section.

Bidders is 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.

Bidder is to attach documents for each evaluation criterion mentioned in the table above. Failure to complete the exercise will disadvantage the supplier as they will lose the scores.

1.2 STEP FOUR: Evaluation and Final Weighted Scoring –

a) Price and TCO Criteria [Weighted score 90 points]

Evaluation Criteria	RFP Reference
Commercial offer	Section 4

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

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

Where:

Ps = Points scored for the price of Bid under consideration
 Pt = Price of Bid under consideration
 Pmax = Price of highest 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 Points Claim Form.

1.3 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Evaluation Criteria	Minimum Threshold
Phase 1	
100% Technical Clause by Clause Acceptance of the Specification	100%
Provide proof of availability of funding to acquire the property (e.g. Bank guarantees and/or Proof of Cash Reserves from a Banking institution registered in the Republic of South Africa that proves existence of funds).	100%
Thresholds	Minimum Threshold
Phase 2	
Technical / functionality	60
Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
TOTAL SCORE:	100
1.1 STEP FIVE: Post Tender Negotiations (if applicable)	
<ul style="list-style-type: none"> ▪ 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 Post Tender Negotiations with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.: <ul style="list-style-type: none"> ○ 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). 	
1.2 STEP SIX: Objective Criteria (if applicable)	
<p>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:</p> <ul style="list-style-type: none"> - 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: <ul style="list-style-type: none"> ▪ the financial stability of the Bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency; ▪ a due diligence to assess functional capability and capacity. This could include a site visit; 	

- A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
- Reputational and Brand risks

1.3 STEP SEVEN: Award of business and conclusion of contract

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

SECTION 4

PRICING SCHEDULE

Respondents are required to complete the table below:

Bid specifications may not make any reference to any particular trademark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

DESCRIPTION OF PROPERTY AND PHYSICAL ADDRESS	ERVEN	LETTABLE AREA M ²	OFFER/BID
The Carlton Centre Complex 150 Commissioner Street JOHANNESBURG	Erf 1120, Erf 1126, Erf 1239, Marshalls Town	Offices, Retail, Hotels, Skyrirk Total Area: ±165 056 m²	
Total Excluding Value Added Tax			
Value Added Tax (VAT)			
TOTAL INCLUDING VAT			

Notes to Pricing:

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

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of Value Added Tax (VAT).
- c) To facilitate like-for-like comparison Bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- d) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.

e)	Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.		
f)	Where a Respondent's price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid:		
Currency rate of exchange utilised:			
Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]			YES
1. DISCLOSURE OF CONTRACT INFORMATION			
PRICES TENDERED			
Respondents are to note that, on award of business, Transnet is required to publish the tendered prices of the successful and unsuccessful Respondents inter alia on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.			
JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS			
Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.			
DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)			
<p>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:</p> <ul style="list-style-type: none"> ▪ 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. <p>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:</p>			
The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.			

Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						
<p>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.</p>						
2. AS AND WHEN REQUIRED" CONTRACTS (WHERE APPLICABLE)						
<p>2.1 Purchase orders will be placed on the Supplier/Service provider(s) from time to time as and when Services are required.</p> <p>2.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.</p> <p>2.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.</p> <p>2.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.</p> <p>2.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 4 [Pricing and Delivery Schedule]</p> <p>2.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:</p>						
<p>2.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays.</p>						

3. EXCHANGE AND REMITTANCE (WHERE APPLICABLE)

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

3.1 ZAR 1.00 [South African currency] being equal to:	[State Foreign Currency]
3.2 Percentage in relation to tendered price(s) to be remitted overseas by Transnet	[State Percentage]
3.3 Name of country to which payment is to be made	[State Name of Country]
3.4 Beneficiary Details:	
Name [Account holder]	
Bank [Name and branch code]	
Swift code	
Country	
3.5 Applicable base date of Exchange Rate used	

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

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

4. SERVICE LEVELS (WHERE APPLICABLE)

- 4.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 4.2 Transnet will have quarterly reviews with the Supplier/Service provider's account representative on an on-going basis.
- 4.3 Transnet reserves the right to request that any member of the Supplier/Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 4.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

a) Random checks on compliance with quality/quantity/specifications

b) On-time delivery

If the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

4.5 The Supplier/Service provider must provide a telephone number for customer service calls.

4.6 Failure of the Supplier/Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Supplier/Service provider of its intention to do so.

Acceptance of Service Levels:

YES

NO

SIGNED at _____ on this _____ day of 20_.....

SIGNATURE OF
WITNESS 1

NAME

ADDRESS OF
WITNESS 1

SIGNATURE OF
WITNESS 2

NAME

ADDRESS OF
WITNESS 1

SIGNATURE OF
RESPONDENT'S
AUTHORISED
REPRESENTATIVE

NAME

DESIGNATION

SECTION 5:

PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS	
I/We	
[name of entity, company, close corporation or partnership] of [full address]	
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)	SIGNATURE
<p>I/We hereby offer to supply/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.</p> <p>I/We agree to be bound by those conditions in Transnet's:</p> <ul style="list-style-type: none"> (i) Master Agreement (which may be subject to amendment at Transnet's discretion if applicable); (ii) General Bid Conditions; and (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal. <p>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.</p> <p>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</p>	

with Transnet's Letter of Award, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

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

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity:	
Facsimile:	
E-mail:	
Address:	

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

Transnet requires a validity period of 180 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)
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	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.	
Returnable Documents Used for Scoring	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.	
Essential Returnable Documents	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.	
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 <u>Mandatory Returnable Documents</u> , and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:		
MANDATORY RETURNABLE DOCUMENTS		SUBMITTED [Yes/No]
SECTION 1: SBD1 Form completed and signed		
SECTION 4 : Pricing Schedule		
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 <u>Returnable Documents Used for Scoring</u> and also to confirm submission of these documents by so indicating [Yes or No] in the table below:		
NO.	RETURNABLE ITEMS	SUBMITTED YES/NO
1	100% Technical Clause by Clause Acceptance of the Specification	
2	Provide proof of funding to acquire the property (i.e. bank guarantees and/or letters from the registered financial institutions that prove existence of funds)	
3	Property Valuation Report from a valuer registered with the South African Council for Property Valuers Profession (SACPVP) submitted	
4	Proof of ownership of or investment in a property portfolio (i.e., Title Deed and Windeed/Deeds Search report) in the name of the bidding company	
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 <u>Essential Returnable Documents</u> and also to confirm submission of these documents by so indicating [Yes or No] in the table below:		
CONTINUED VALIDITY OF RETURNABLE DOCUMENTS		
ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES		SUBMITTED Yes or No or Not Applicable (N/A)
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 1 previous years'		
Tax PIN and Central Supplier Database (CSD) Registration Number. Complete in SBD 1.		

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 13	Protection of Personal Information		
<p>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.</p>			
<p>SIGNED at _____ on this _____ day of 20_.....</p>			
SIGNATURE OF WITNESS 1		ADDRESS OF WITNESS 1	
NAME			
SIGNATURE OF WITNESS 2		ADDRESS OF WITNESS 1	
NAME			
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE			
NAME			
DESIGNATION			

SECTION 6:

CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS			
<p>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:</p>			
1	Transnet's General Bid Conditions		
2	Transnet's Supplier Integrity Pact		
3	Specifications enclosed as scope of work		
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.		
<p>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.</p> <p>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.</p> <p>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.</p>			
<p>SIGNED at _____ on this _____ day of 20_.....</p>			
SIGNATURE OF WITNESS 1		ADDRESS OF WITNESS 1	
NAME			
SIGNATURE OF WITNESS 2		ADDRESS OF WITNESS 1	
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:	
<ol style="list-style-type: none"> 1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes; 2. We have received all information we deemed necessary for the completion of this Request for Proposal [RFP]; 3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Goods/Services as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price. 4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents; 5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner; 6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet; 7. We declare that a family, business and/or social relationship exists / does not exist [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid; 8. We declare that an owner / member / director / partner / shareholder of our entity is / is not [delete as applicable] an employee or board member of Transnet; 9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity has / has not been [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 	

10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and

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

**FULL NAME OF
OWNER/MEMBER/D
IRECTOR/PARTNER/
SHAREHOLDER/
EMPLOYEE:**

ADDRESS

**Indicate nature of
relationship with
Transnet:**

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

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																																			
<p>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.</p> <p>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.</p>																																			
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 ¹ in the enterprise, employed by the state?	YES	NO																																	
<p>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.</p> <table border="1"> <thead> <tr> <th>Full Name</th> <th>Identity Number</th> <th>Name of State institution</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Full Name	Identity Number	Name of State institution																														
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:																																			

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

13.3 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
13.2.2. If so, furnish particulars:		
14 DECLARATION		
I, the undersigned, (name)		
<p>in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:</p> <p>14.1 I have read and I understand the contents of this disclosure;</p> <p>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;</p> <p>14.3 The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.</p> <p>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.</p> <p>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.</p> <p>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.</p>		

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

<p>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.</p>	
<p>I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.</p>	
<p>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.</p>	
<p>BREACH OF LAW</p>	
<p>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:</p>	
<p>NATURE OF BREACH:</p>	
<p>DATE OF BREACH</p>	
<p>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.</p>	
<p>SIGNED at _____ on this _____ day of _____ 20____</p>	
<p>For and on behalf of</p>	<p>As Witness:</p>
<p>duly authorised hereto</p>	

Name:		Name:	
Position:		Position:	
Signature:		Signature:	
Date:		Date:	
Place:		Place	
Registration No of Company/CC			
Registration Name of Company/CC			

[illegible]

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 or 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

90/10 preference point system will apply

1.2 Preference points for this bid shall be awarded for:

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

1.3 The maximum points for this bid are allocated as follows

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

1.4 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.

1.5 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:

90/10

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

Where:

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

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

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)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

4.1	The table below indicates the required proof of B-BBEE status depending on the category of enterprises:
Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]</p>
EME³	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
4.2	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.
4.3	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.
4.4	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.
4.5	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.
4.6	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	<p>BBBEE Status Level of Contribution: _____ = _____...(maximum of 10 points)</p> <p>(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.</p>

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
	i) 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	[TICK APPLICABLE BOX]
	Partnership/Joint Venture / Consortium	
	One person business/sole propriety	
	Close corporation	
	Company	
	(Pty) Limited	
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES	
8.6	COMPANY CLASSIFICATION	[TICK APPLICABLE BOX]
	Manufacturer	
	Supplier	
	Professional Service provider	
	Other Service providers, e.g. transporter, etc.	
8.7	Total number of years the company/firm has been in business:.....	
8.8	<p>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:</p> <p>i) The information furnished is true and correct;</p> <p>ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;</p> <p>iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;</p> <p>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</p> <p>(a) disqualify the person from the bidding process;</p> <p>(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;</p> <p>(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;</p> <p>(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;</p> <p>(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</p>	

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.	
SIGNATURE OF WITNESS 1	
NAME	
SIGNATURE OF WITNESS 2	
NAME	
SIGNATURE(S) OF BIDDER(S)E	
NAME	
DESIGNATION	

SECTION 10:

CERTIFICATE OF ATTENDANCE OF THE NON-COMPULSORY BRIEFING	
It is hereby certified that –	
1.	
2.	
3.	
4.	
Representative(s) of	
Name of Entity	
At Email Address	
attended the site meeting / RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP on	
DATE:	
SIGNATURE: TRANSNET'S REPRESENTATIVE	SIGNATURE: RESPONDENT'S REPRESENTATIVE
DATE:	DATE:
NOTE: This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the Bidder.	

SECTION 11 :

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			
Respondents are required to indicate below whether the NIPP obligation is applicable to their bid:	YES		NO
(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			
Black men			
Black women			
Black Youth			

(d)

	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			

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

Insert additional tables for each year of the contract period:

Year 1	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 2	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 3	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				

SECTION 12:

SBD 5
This document must be signed and submitted together with your bid
THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME
INTRODUCTION
<p>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.</p>
1. PILLARS OF THE PROGRAMME
<p>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:</p> <p style="text-align: center;">or</p> <p>(a) Any single contract with imported content exceeding US\$5 million.</p> <p style="text-align: center;">or</p> <p>(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.</p> <p style="text-align: center;">or</p> <p>(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.</p> <p style="text-align: center;">or</p> <p>(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.</p> <p>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.</p> <p>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.</p> <p>1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.</p>
2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY
<p>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.</p>

<p>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.</p>
<p>3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)</p>
<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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. <p>3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.</p>
<p>4. PROCESS TO SATISFY THE NIPP OBLIGATION</p>
<p>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:</p> <ol style="list-style-type: none"> a. the contractor and the DTIC will determine the NIPP obligation; b. the contractor and the DTI will sign the NIPP obligation agreement; c. the contractor will submit a performance guarantee to the DTI; d. the contractor will submit a business concept for consideration and approval by the DTI; e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts; f. the contractor will implement the business plans; and g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIPP obligation agreement is between the DTI and the successful Bidder (contractor) and, therefore, does not involve the purchasing institution.	
Bid number	
Closing date:	
Name of Bidder	
Postal address	
Signature	
Name in Print	
Date	

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:

YES

NO

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

Signature of Respondent's authorised representative:

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

