

**TRANSNET PROPERTY**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP]**

**REQUEST FOR PROPOSAL FOR THE LEASE AND DEVELOPMENT OF PORTION OF REMAINDER OF  
ERF 1607 MONTAGUE GARDENS.**

<b>RFP NUMBER</b>	<b>TP/2024/08/0003/75375/RFP</b>
<b>ISSUE DATE:</b>	<b>23 August 2024</b>
<b>CLOSING DATE:</b>	<b>29 November 2024</b>
<b>CLOSING TIME:</b>	<b>17:00 PM</b>
<b>BID VALIDITY PERIOD:</b>	<b>180 Business Days from Closing Date</b>

**Note to the bidders:**

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

**SCHEDULE OF BID DOCUMENTS**

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**SECTION 1: SBD1 FORM**  
**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PROPERTY, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	TP/2024/08/0003/75375/RFP	ISSUE DATE:	23/08/2024	CLOSING DATE:	29/11/2024	CLOSING TIME:	17h00
DESCRIPTION	REQUEST FOR PROPOSAL FOR THE LEASE AND DEVELOPMENT OF PORTION OF REMAINDER OF ERF 1607 MONTAGUE GARDENS.						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED</b> (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	The Buyer			CONTACT PERSON	The Project Manager		
E-MAIL ADDRESS	<a href="mailto:Montagueleasedev@transnet.net">Montagueleasedev@transnet.net</a>			E-MAIL ADDRESS	<a href="mailto:Montagueleasedev@transnet.net">Montagueleasedev@transnet.net</a>		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE		NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: <b>MAAA</b>	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>							
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b>							

Respondent's Signature

Date &amp; Company Stamp

<b>BIDDER/CONSORTIUM INFORMATION – Lead Member</b>				
NAME OF LEAD MEMBER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
<b>BIDDER/CONSORTIUM INFORMATION – Member (1)</b>				
NAME OF CONSORTIUM TEAM MEMBER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
<b>BIDDER/CONSORTIUM INFORMATION – Member (2)</b>				
NAME OF CONSORTIUM TEAM MEMBER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
<b>BIDDER/CONSORTIUM INFORMATION – Member (3)</b>				
NAME OF CONSORTIUM TEAM MEMBER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
<b>BIDDER/CONSORTIUM INFORMATION – Member (3)</b>				
NAME OF CONSORTIUM TEAM MEMBER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				

Respondent's Signature

Date &amp; Company Stamp

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE:.....

**SECTION 2: NOTICE TO BIDDERS****1. INVITATION TO BID**

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

<b>DESCRIPTION</b>	Request for proposal for the lease and development of Portion of Remainder of Erf 1607 Montague Gardens.
<b>TENDER ADVERT</b>	The tender will be advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>• Click on "Tender Opportunities".</li> <li>• Select "Advertised Tenders".</li> <li>• In the "Department" box, select Transnet SOC Ltd.</li> </ul> <p>Once the tender has been in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome</b> to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>)</p>
<b>COMMUNICATION</b>	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website 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 who did not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
<b>COMPULSORY BRIEFING SESSION</b>	There will be a Compulsory Tender Clarification Meeting which will be conducted on the <b>30 September 2024, at 11:00 am</b> for ± 2 hours. <b>Address: Transnet Park Building, Robert Sobukwe Rd, Belville.</b>
<b>CLOSING DATE</b>	<p><b>On Friday 29 November 2024 at 17h00</b></p> <p>Bidders must ensure that bids are uploaded timeously onto the system. Bidders that submit late will not be accepted for consideration.</p> <p><b>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.</b></p>

<b>VALIDITY PERIOD</b>	<p><b>180 Business Days from Closing Date</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>Should a bidder fail to respond to a request for extension of the validity period before it expires, the bidder's offers will be considered as acceptable offer during the tender evaluation process. With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>
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Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

## **2. FORMAL COMPULSORY BRIEFING**

A compulsory RFP briefing session will be conducted on the **30 September 2024, at 11:00 am** for a period of ± 2 hours. The briefing session will start punctually, and information will not be repeated for the benefit of respondents arriving late.

## **3. PROPOSAL SUBMISSION**

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

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

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

## **4. RFP INSTRUCTIONS**

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

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

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

**4.4.** Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 11 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

## 5. JOINT VENTURES OR CONSORTIUMS

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

Respondents are to note that for the purpose of evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

## 6. COMMUNICATION

- 6.1.** For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [Montagueleasedev@transnet.net](mailto:Montagueleasedev@transnet.net) before **12:00 pm on 22 November 2024** 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.** No correspondence after the closing date of the RFP, Bidders will only be allowed to communicate **Bids Evaluation Committee Chairperson 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. COMPLIANCE**

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

## **9. EMPLOYMENT EQUITY ACT**

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

## **10. DISCLAIMERS**

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

- 10.1.** modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 10.2.** reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3.** disqualify Proposals submitted after the stated submission deadline [**29 November 2024, 17h00**].
- 10.4.** award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.5.** award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.6.** 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;
- 10.7.** cancel the bid process;
- 10.8.** validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 10.9.** request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10.** not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.11.** to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 10.12.** to award the business to the next ranked bidder, provided that the bidder is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process

on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

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

This RFP is not intended to, and will not, impose any legal obligation on Transnet other than as expressly set out herein.

By participating in the RFP process, Bidders expressly acknowledge, confirm, and agree that no contract, legal relationship, or obligation of any nature whatsoever arises from, or is formed under, this RFP or the Procurement Process described herein.

The information set out in this RFP, or any document related to this RFP is not intended, and does not purport, to contain all the information required to enable Bidders to prepare Proposals. Bidders are required to conduct and rely upon their own investigations and analysis pursuant of the opportunity.

Neither Transnet, nor any of its directors, officers, employees, consultants, Transaction Advisors, contractors, representatives, or agents make any representation or warranty, either express or implied, as to the accuracy, completeness, reliability or reasonableness of the contents of this RFP or of any information or material in the Information Memorandum. Transnet is under no obligation to correct, update or revise this RFP, or the Information Memorandum or any written or oral communications transmitted to any Bidders.

Transnet hereby expressly disclaims any and all liability for any costs, damages, liabilities or claims of any nature whatsoever, arising from or relating to the participation by any Person in the Procurement Process described herein or based upon or relating to any information, material, forecasts or estimates contained in this Request for Proposals or any written or oral communications by Transnet or any of its directors, officers, employees, consultants, Transaction Advisors, contractors or representatives.

As a condition of its participation in the Procurement Process described herein, Bidders agree and confirm that neither them nor any of their Consortium members, nor their advisors will make any claim or demand, or bring any action, suit or petition against Transnet, or any of its directors, officers, employees, consultants, Transaction Advisors or representatives, for any costs, damages, liabilities or claims of any nature whatsoever relating to its participation in the Procurement Process described herein or based upon or relating to any information, material, forecasts or estimates contained in this Request for Proposals or any written or oral communication by Transnet or any of its directors, officers, employees, consultants, Transaction Advisors, contractors or representatives.

## **11. LEGAL REVIEW**

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

## **12. SECURITY CLEARANCE**

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is

the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

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

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

### **14. TAX COMPLIANCE**

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


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

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

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


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

**TIP-OFFS ANONYMOUS:**




**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**



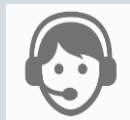
**AI Voice BoT "Jack"**  
Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.




**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**

- 1.1. Transnet is a state-owned company (constituted in terms of the Legal Succession to the South African Transport Services Act No. 9 of 1989), with the South African Government as the sole shareholder. As a state-owned company (SOC) and major public entity, the Companies Act No. 71 of 2008 and the Public Finance Management Act No. 1 of 1999 (PFMA), serve as Transnet's primary governing legislation. Transnet is also subject to the JSE Debt Listings Requirements as they pertain to (i) the registration of a debt listing programme; and (ii) debt securities listed and to be listed.
- 1.2. Transnet's Memorandum of Incorporation - approved by the Shareholder Minister on 25 June 2013 – aligns with the provisions of the PFMA, the Companies Act, and the National Ports Act 12 of 2005.
- 1.3. Transnet's mandate is to:
  - a) Assist in lowering the cost of doing business in South Africa;
  - b) Enable economic growth; and
  - c) Ensure security of supply by providing appropriate port, rail, and pipeline infrastructure in a cost-effective and efficient manner, within acceptable benchmarks.
- 1.4. Transnet signs an annual Shareholder's Compact with the Government of the Republic of South Africa, represented by the Minister of Public Enterprises. The Shareholder's Compact mandates Transnet to deliver on numerous strategic deliverables, including sustainable economic, social, and environmental outcomes. Transnet seeks to promote economic growth in the Republic of South Africa by providing its customers with access to world-class integrated logistics solutions and by creating transportation capacity ahead of demand.
- 1.5. Transnet is the owner of South Africa's Railway, Ports and Pipelines infrastructure and is structured to provide transport and handling services through its five operating divisions, namely:
  - a) Transnet Freight Rail (TFR),
  - b) Transnet Engineering (TE),
  - c) Transnet National Ports Authority (TNPA),
  - d) Transnet Port Terminals (TPT),
  - e) Transnet Pipelines (TPL) and
  - f) Transnet Property (TP)
- 1.6. The division is mandated to manage a portfolio of owned by Transnet. The portfolio currently under management comprises commercial, industrial and residential properties. Transnet Property also has in its holdings, retail, vacant land and agricultural space whilst the residential portfolio is made up of mainly vacant stands, residential houses, lodges and hostels.
- 1.7. Transnet Property's core business can be divided into two, i.e. portfolio management and specialised property services.
- 1.8. Portfolio Management is driven from the regional level and encompasses the following activities:

- Property Management,
- Facilities Management,
- Valuations,
- Land Surveys,
- Geographic Information Systems (GIS) and Spatial Planning,
- Finance and Administration

1.9. Specialised Property Services include amongst others,

- Geospatial services
- Valuations
- Acquisitions
- Disposals

1.10. Market Opportunities

- The subject property has been identified as a property with development potential that Transnet Property, through this RFP, can capitalise on.

## **2. EXECUTIVE OVERVIEW**

2.1. The objective of this Request for Proposals ("RFP") is to invite interested parties to submit proposals to Transnet Property ("TP"), an Operating Division of Transnet SOC Ltd, also referred to as the "Lessor", for the lease and development of portions of the following property: ***Portion of Remainder of Erf 1607 Montague Gardens***, collectively referred to as the "Subject Property" and demarcated in the Discussion plan attached as **Annexure A**.

2.1.1. Transnet Property owns a vast portfolio of properties and has been mandated to maximise the potential of these assets.

2.1.2. Transnet Property's main objective is to manage, redevelop, acquire, and dispose Transnet SOC Ltd owned immovable property assets and ensure optimum utilisation of said assets for the purpose of maximising development opportunities.

2.1.3. The Subject Property has been identified as a property with development potential.

2.1.4. Transnet Property intends to invite interested parties willing to lease the subject Property from Transnet Property and develop it to its highest and best use.

2.1.5. Interested parties are required to submit proposals that will express their interest to lease the subject property and inject capital into the assets through development. In turn, the successful Bidder will be able to recoup its capital expenditure over the duration of the lease period, after which, the property and improvements would revert to Transnet Property.

2.1.6. Preference will be given to the Bidders who will demonstrate the ability to achieve the subject property's highest and best use while offering Transnet Property the best commercial terms on the leasehold rights.

2.2. The Successful Bidder will be required to enter into a lease agreement with Transnet SOC Ltd, represented by Transnet Property, an Operating Division of Transnet SOC Ltd.

2.3. The Successful Bidder will be required to sign a standard Transnet Property lease agreement within two (2) weeks of the date of award. Failure to return the signed lease agreement within the stipulated timeframe will result in the lease offer being withdrawn (a copy of the standard Transnet Property lease agreement is attached).

### 3. SCOPE OF REQUIREMENTS

3.1. The Subject Property, comprising of portions of three erven, is to be leased on an as-is basis. The details of the erven that constitute the Subject Property are summarized in table below and demarcated in the Discussion Plan diagram attached as **Annexure A**.

ITEM	DETAIL	
<b>DESCRIPTION</b>	Portion of Remainder of Erf 1607 Montague Gardens	
<b>SG DIAGRAM NO.</b>	3720/1969	
<b>TITLE DEED NO.</b>	T7717/1977	
<b>EXTENT OF AREA TO BE LEASED</b>	105 376m <sup>2</sup>	
<b>ZONING</b>	<b>Utilities:</b> <i>"use or infrastructure that is required to provide engineering and associated services for the proper functioning of urban development and includes a water reservoir and purification works, electricity substation and transmission lines, stormwater retention facilities, and a waste-water pump station and treatment works, recycling facility, dumpsites and minor freestanding and rooftop base telecommunication station, but does not include road, wind turbine infrastructure or transport use."</i>	
<b>EXISTING ENCUMBRANCES/ SERVITUDES</b>	None. Bidders are to note that there may be encumbrances and services that Transnet Property is not aware of, and Bidders are therefore required to conduct their own due diligence to this effect.	
<b>EXISTING MUNICIPAL CONNECTIONS</b>	Electricity:	Yes
	Water	Yes
	Sewer	Yes
<b>CURRENT USE</b>	The Subject Property is currently vacant land and is not leased.	
<b>VISION FOR THE SUBJECT PROPERTY</b>	The Successful Bidder is required to lease and develop the premises at their own cost. The Successful bidder will also be required to ensure compliance with the relevant building standards, and Town planning restrictions.	
<b>EXISTING IMPROVEMENTS</b>	There are no improvements on the site.	
<b>LEASE OPTION / RENEWAL PERIODS</b>	There is no option to renew the lease.	
<b>RATES AND TAXES CHARGES</b>	The Successful Bidder will be responsible for the payment of rates and taxes to Transnet Property or the local municipality subject to annual adjustments effected by the relevant local municipality (including during the Beneficial Occupation period).	
<b>BENEFICIAL OCCUPATION</b>	A maximum of <b>Thirty- six (36)</b> months Beneficial Occupation will be considered, however, all related holding costs (municipal charges etc.) will be payable to the Lessor during the Beneficial Occupation period. The length of the proposed Beneficial Occupation period must be justified in the Bidder's Business Plan which will be subject to approval by Transnet Property.	

ITEM	DETAIL
<b>PUBLICITY</b>	Successful bidders will be announced.

- 3.2. The Successful Bidder is required to undertake any development at their own cost and ensure compliance with the relevant building standards, and Town planning restrictions. Should the Successful Bidder propose a use of the property that would require a Township Establishment or Rezoning of the property, the Bidder's proposal should explicitly state as such. Transnet will endeavour to assist with all necessary documentation to complete all Town planning processes.
- 3.3. Bidders are advised to ensure that an inspection of the Subject Property is conducted prior to submitting their Bids.
- 3.4. Each Bidder is solely responsible, at its own cost and expense, to carry out its own independent research and due diligence and to perform any other investigations, including seeking independent advice, considered necessary by the Bidder to satisfy itself as to all existing conditions affecting its proposal.
- 3.5. Transnet seeks to align with global efforts to reduce effects of climate change and the Sustainable Development ("SDG") Goal 13 and the National Development Plan and will give preference to Bidder's proposals that reflect the implementation of Green Building Standards and Sustainable initiatives that seek to improve building efficiencies, reduce greenhouse gas emissions as well as improve sustainability in water usage and power generation. Bidders are required to research Transnet's Environmental Stewardship goals as outlined in the latest Transnet Annual Integrated Report (2023), found on the Transnet website: Investor Relations >> Results on page 141 and ensure that their submissions detail how their proposals will assist Transnet in achieving the said goals.
- 3.6. The rental payable by the Successful Bidder to the Lessor for the premises shall be structured such that the Lessee shall pay to the Lessor the greater of the basic rental below, and the income participation rental below.

	Description	Value	Notes to pricing	Points
1	<b>Minimum Basic Rental</b>	R 1,264 512 per month (R15 126 144.00 per annum)	Excluding VAT	60
2	<b>Annual escalation rate</b>	≥7%	Which shall be exclusive of all municipal charges which shall be for the Lessee's cost and recovered from the Lessee by the Lessor separately.	10
3	<b>Income Participation Rental</b>	a. Turnover rental: ≥3%	a. Lessee's annual turnover from the retail proceeds of the property.	30

- 3.7. Transnet Property is expecting:

- 3.7.1 a minimum Basic Rental of **R1,264,512.00** (excluding VAT) per month (**R15,126,144.00**, excluding VAT per annum), with a minimum annual escalation rate of **7%**, which shall be exclusive of all municipal charges which shall be for the Lessee's cost and recovered from the Lessee by the Lessor separately and,
- 3.7.2 a minimum Income Participation Rental percentage of 3% of the Lessee's annual gross rental income generated by the completed development. Should the PREMISES or any portion thereof be used by the Lessee for his own business or trading purposes, a market related rental for such areas shall be determined in accordance with sub-clause 1.4 of Annexure B of the standard Transnet Property lease agreement and be included as part of the gross monthly rental income.

3.8. Figure 1 below, which is an excerpt from **Annexure A**, shows the entire site, the Subject Property situated along Railway Road, adjacent Chempet Station.

3.9. Transnet might require access to the adjacent parcels of land through the Subject Property. Bidders are required to demonstrate, in their proposals, how they plan to allow Transnet access to these adjacent parcels of land through the Subject Property, which will be included as a special condition to the lease agreement to be entered into between Transnet and the successful bidder.

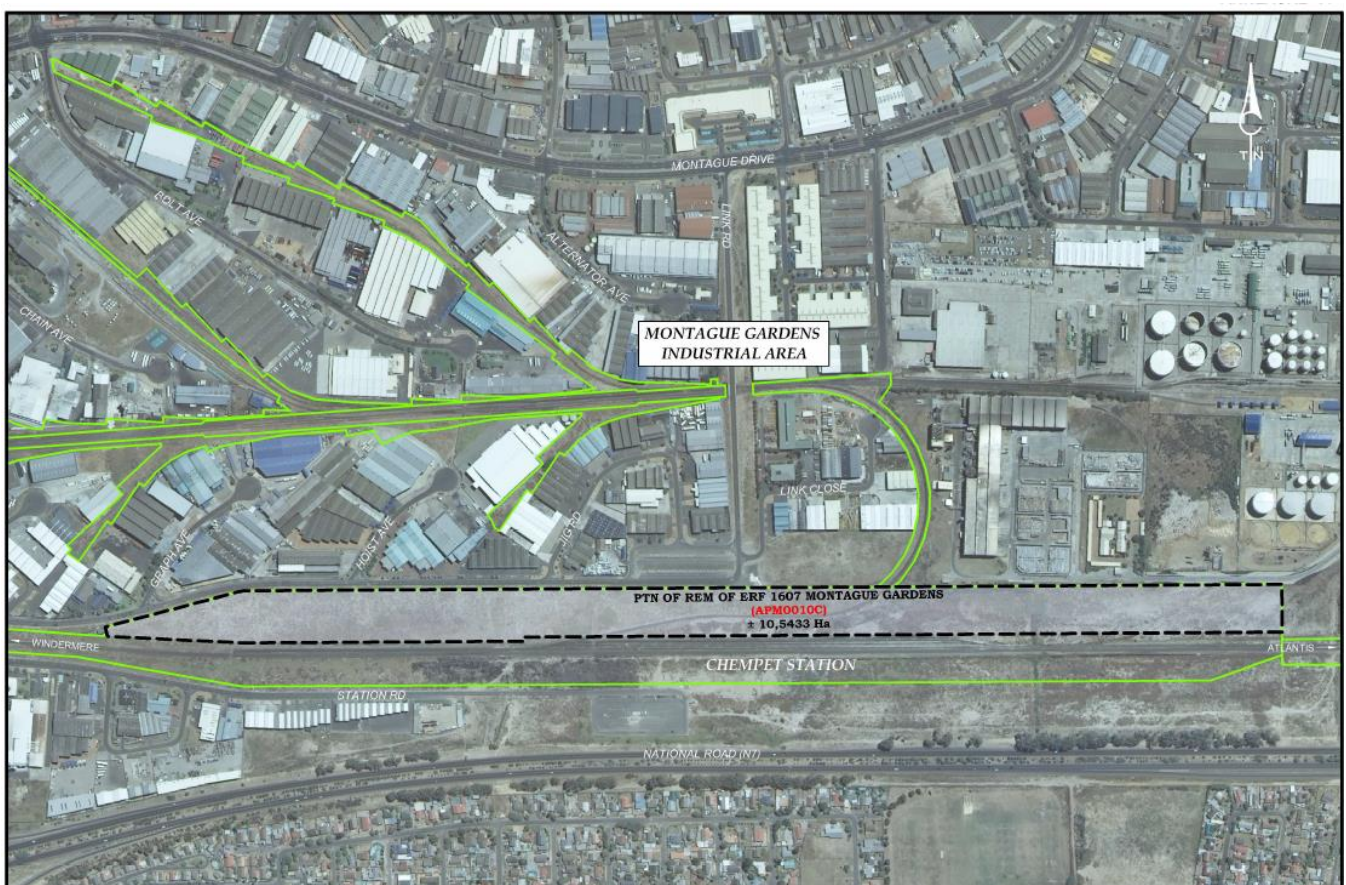


Figure 1: The site adjacent Transnet owned properties



**3.10. Lease Term**

The Lease Term is for a period of Thirty (30) years, inclusive of the Beneficial Occupation period. Transnet Property and the successful Bidder will enter into an appropriate lease agreement for the duration of the lease term.

**3.11. Beneficial Occupation**

A maximum of Thirty- six (6) months Beneficial Occupation will be considered, however, all related holding costs (municipal charges etc.) will be payable to the Lessor during the Beneficial Occupation period. The length of the proposed Beneficial Occupation period must be justified in the Bidder's Business Plan which will be subject to approval by Transnet Property.

**3.12. Lease option/Renewal periods**

There is no option to renew the lease.

**3.13. Rates and Taxes charges**

Please note that the Successful Bidder will be responsible for the payment of rates and taxes to Transnet Property or the local municipality subject to annual adjustments effected by the relevant local municipality (including during the Beneficial Occupation period).

**3.14. Service consumption charges.**

Please note that the Successful Bidder will be responsible for the payment of utilities to either Transnet Property or the local municipality subject to annual adjustments effected by the relevant local municipality (including during the Beneficial Occupation period).

Transnet Property will raise a distribution fee for the provision and maintenance of the utilities it provides (including during the Beneficial Occupation period).

**3.15. Maintenance and Repairs**

The successful Bidder will be responsible for all the maintenance and repair costs for the duration of the lease. To avoid any doubt, Transnet Property confirms that all improvements to the property brought about by the Successful Bidder will revert to and become the property of Transnet Property at the expiry of the lease.

**3.16. Ownership of Improvements Following Termination**

Any Improvements made to the Leased Premises shall accede to the land and the ownership thereof shall vest in the Lessor without any compensation whatsoever being payable by the Lessor to the Lessee.

Notwithstanding the provisions of the above paragraph, the Lessor shall have the right to either retain or, at its sole and unfettered discretion, to order the Lessee, at the Lessee's sole cost, to remove from the Leased Premises any such Improvement.

**3.17. Changes to Bid Documents:**

Any changes to Lease bid submission documents will be communicated in writing to Bidders via briefing notes.

**3.18. Confidentiality:**

All documents including any correspondence relating to the bid submission shall be treated as confidential and shall not be disclosed to the public unless authorized in terms of legal process.

**3.19. Intellectual Property:**

All intellectual property relating to this bid submitted in response to this document shall remain vested in Transnet Property

**3.20. Publicity:**

A public announcement or media statements shall be issued with regard to successful Bidders.

**3.21. Public Liability Cover:**

The Successful Bidder shall be required to arrange and maintain, at its own cost public and third-party liability and risk insurance cover (including any other insurances as may be required by Law) and shall keep the same valid for full period of the Lease Agreement.

**4. GREEN ECONOMY / CARBON FOOTPRINT**

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






**5. GENERAL SUPPLIER/SERVICE PROVIDER OBLIGATIONS**

5.1. The Supplier/Service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

5.2. The Supplier/Service provider(s) must comply with the requirements stated in this RFP.

## 6. EVALUATION METHODOLOGY

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

1. Stage 1 Test for Responsiveness		Stage 2 Test for Capability	Stage 3 Adjudication			Stage 4 Award
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Administrative responsiveness	Substantive responsiveness	Technical Capability/ Functionality	Evaluation and Final Weighted Scoring	Post Tender Negotiations	Objective Criteria	Award of business and conclusion of contract
Returnable documents/schedules  	Mandatory Requirements  <ul style="list-style-type: none"> <li>• COIDA;</li> <li>• Professional Registration,</li> <li>• Etc.</li> </ul>	Minimum Threshold 70 Points  	Evaluation of the bid against set evaluation criteria and scoring.	Post tender negotiation with preferred bidder [2nd and 3rd ranked bidders (if required) in a sequential and not simultaneous manner] if pricing is not market-related.	Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. Objective criteria may apply in this bid process.	  
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"> <li>• Whether the Bid has been lodged on time</li> </ul>	Section 2 paragraph 3
<ul style="list-style-type: none"> <li>• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	Section 5
<ul style="list-style-type: none"> <li>• Verify the validity of all returnable documents</li> </ul>	Section 5
<ul style="list-style-type: none"> <li>• Verify if the Bid document has been duly signed by the authorised respondent</li> </ul>	All sections
<b>The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification</b>	

### 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
Whether any general and legislation qualification criteria set by Transnet, have been met	All sections
Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule	Section 4
Whether the Bid materially complies with the scope and/or specification given	All Sections

Whether any Pre-qualification Criteria complied with	Section 3 – Scope of Work <b>Annexure A</b>
<b>The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation</b>	

**PRE-QUALIFICATION CRITERIA**

1	Completed Lease application form
2	Copy of registration documents (CIPC)
3	Company Resolution
4	ID copies of directors
5	Proof of address or copy of lease agreement (if renting)
6	Central Supplier Database (CSD) and Stamped bank letter
7	Three (3) Trade references (name and phone number of people who have worked with the company)
8	Tax clearance certificate if available (bidders will be granted an opportunity to obtain clearance)
9	Most recent five (5) years audited, consolidated financial statements (including auditor's report) EBITDA and operational free cashflow in a minimum of three of the last five years were positive

**6.3. STEP THREE: Minimum Threshold 70 points for Technical Criteria**

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

NO .	CRITERIA TO BE EVALUATED	OUTPUT	SCORING GUIDELINE		
1	Profile of Bidder:				30
1.1	Proven track record of property investment	Bidder's value of property portfolio held for investment purposes	No evidence submitted.	0	15
			Property Value ≤ R100m	2	
			R100M< Property Value ≤ R200m	4	
			R200m < Property Value ≤ R500m	8	
			R500m < Property Value ≤ R800m	10	
			R800m < Property Value ≤ R1bn	12	
			Projects value > R1bn	15	
1.2	Proof of development of a property	Bidder's cumulative projects value of investment of property development projects completed (supported by completion certificates)	No evidence submitted.	0	15
			R100m <Projects value ≤ R200m	3	
			R200m < Projects value ≤ R500m	6	
			R500m < Projects value ≤ R800m	9	
			R800m < Projects value ≤ 1bn	12	
			Projects value > R1bn	15	
2	Proposed scheme:				40
2.1	Sustainability Measures Sustainability Measures Five (5) Environmental goals and stewardship a detailed rehabilitation plan with specified	Proposed bidder is to reflect a plan that caters to and provides for sustainable measures in energy and water efficiencies, and rehabilitation of premises upon expiry of lease	0 ≤ 2 sustainable measures are reflected without a rehabilitation plan	0	10
			Bidder only included rehabilitation plan	5	
			Bidder reflects 3 or more sustainable measures to be implemented including but not limited to water and energy efficiencies and rehabilitation plan.	10	

	timeframes and the removal of tanks.				
2.2	The proposed scheme maintenance plan with timeframes to be stipulated (Refurbishments every 10 years)	Proposed programme (excel or Ms Projects) Looks at maintenance milestones, re-development etc.	No maintenance plan is provided.	0	<b>10</b>
			Proposal only details key dates but not types of maintenance proposed	5	
			Maintenance programme proposes key milestone dates and key dates with proposed maintenance output.	10	
2.3	A detailed Development Plan with specified timeframe	A proposed programme that includes key dates over the beneficial occupation period.	No programme submitted.	0	<b>10</b>
			Partial programme submitted containing durations without event milestones.	5	
			Full programme submitted containing durations and event milestones.	10	
2.4	Conceptual design	Bidders to submit conceptual designs of the proposed layout and uses of the premises	No conceptual designs submitted.	0	<b>10</b>
			High level conceptual design outlining the intended uses submitted.	5	
			High level conceptual design outlining the intended uses submitted as well as Integration of multiple uses within the development including parking	10	
<b>3</b>	<b>Financial Model/Feasibility</b>				<b>30</b>
3.1	Has the respondent submitted a standard financial model and feasibility study?	Feasibility study report (excel format) containing, amongst others, (Net Present Value (NPV), Profitability Index (PI), Initial Yield, IRR and the Discounted Payback Period (DPP)).	Financial model not submitted.	0	<b>20</b>
			Financial model is incomplete (does not contain a minimum of NPV, Initial Yield, IRR, Discounted Payback Period).	10	
			Financial model is complete (contains NPV, Initial Yield, IRR, Discounted Payback Period).	20	
3.2	Business Plan	Detailed business plans with timeframes containing -proposed operating model, company organogram, Market research, property management plan, leasing strategy, asset management.	No business plan submitted.	0	<b>10</b>
			Business plan with timeframes submitted including proposed operational plan.	5	
			Detailed business plan submitted included proposed operational model and property management plan, leasing strategy and asset management	10	
<b>Maximum score</b>					<b>100</b>
<p>Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met</p> <p><b>The minimum threshold for technical/functionality of 70 points must be met or exceeded for a Respondent's Proposal to progress to the next stage of evaluation.</b></p>					

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

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

Evaluation Criteria	RFP Reference
• Commercial offer (Rental offer)	Section 4

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

$$PS = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ OR } PS = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where:

*Ps* = Points scored for the price of Bid under consideration*Pt* = Price of Bid under consideration*Pmax* = Price of highest acceptable Bid**Specific Goals** [Weighted score 20/10 point]

- Specific goals claim form.
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 9 Table 3.2 of the specific goals Claim Form.

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

Thresholds	Minimum Threshold
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Rental Offer Price	80/90
Specific goals - Scorecard	20/10
<b>TOTAL SCORE:</b>	<b>100</b>

The standard rental offer template must be completed and returned. Bidders will be scored based on their annual Basic Rental and Income Participation Rental percentage.

- a) **Basic Rental Offer:** The highest acceptable annual Basic Rental offer will obtain the maximum percentage allocated for price. The other Applicants with lower Basic Rentals will proportionately obtain lower percentages based on the following formula:

$$Pr = (Pt / P_{high}) \times Ap$$

**Where:****Pr** = points to be awarded for the offer under consideration**Pt** = the annual Basic Rental offer under consideration**P high** = the highest annual Basic Rental offer received**Ap** = percentage allocated for the price **(50 points)**

- b) **Income Participation Rental percentage offer:** The highest acceptable Income Participation Rental Percentage offer will obtain the maximum percentage allocated for Turnover Rental

percentage. The other Applicants with lower Income Participation Rental Percentages will proportionately obtain lower percentages based on the following formula:

$$\mathbf{IPRr} = (\mathbf{IPRt}/\mathbf{IPR\ high}) \times \mathbf{Ap}$$

**Where:**

**IPRr** = points to be awarded for the Income Participation Rental percentage offer under consideration

**IPRt** = the Income Participation Rental percentage offer under consideration

**IPR high** = the highest Income Participation Rental percentage offer received

**Ap** = percentage allocated for the Income Participation Rental percentage (50 points)

#### **6.5. STEP FIVE: Post Tender Negotiations**

- 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 Negotiation with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
  - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

#### **6.6. STEP SIX: Objective Criteria**

Transnet will undertake a due diligence on the Preferred Bidder.

The purpose of the due diligence is –

- to assess the reliability of information submitted by Bidders as part of the RFP, Qualification Declaration (Form VIII), and in the RFP Declaration and Breach of Law (Form IV); and

Preferred Bidders will be required to provide such information and documentation as may be required for Transnet to complete the due diligence process for the purposes stated above, within ten (10) working days of a written request being issued by Transnet to the Authorised Representative.

Should the due diligence process elicit evidence that the information provided by the Preferred Bidder in response to the RFP is false or misleading, or that the Preferred Bidder does not qualify to participate as a Bidder in the Procurement Process by virtue of including non-eligible persons,

that evidence will be provided to the Preferred Bidder and an opportunity given to make representations.

Transnet has the right to terminate the Preferred Bidder's eligibility for participation in the Procurement Process on the grounds of misrepresentation.

#### **6.7. STEP SEVEN: Award of business and conclusion of contract**

The negotiating committee constituted by Transnet shall, to the extent necessary after provisional appointment of the Preferred Bidder, enter into final negotiation regarding the technical and financial terms of the Project Agreements with the Preferred Bidder. The Preferred Bidder will be required to provide the information and documentation required for Transnet to complete the due diligence process.

Subject to Transnet obtaining third party approvals as are required by law for Transnet to enter into the Project Agreements, it will then enter into final contract negotiations with the Preferred Bidder and will, if applicable, request the second ranked Bidder to extend the validity period of its Proposal pending completion of the final contract negotiations with the Preferred Bidder.

When the negotiations have been successfully concluded and any third-party approvals obtained by Transnet, the Preferred Bidder will be notified, in writing, of the award of the Project Agreements by Transnet. The Bidder with whom the negotiation of the Project Agreements has been successfully concluded, will be invited to sign the Project Agreements with Transnet. If the Project Agreements are not signed within a period of one (1) month of such invitation, Transnet has the right, but not the obligation, to stop the execution process with the Preferred Bidder and enter into negotiations with the second ranked Bidder.

In the letter of award, which may be subject to conditions as stated therein, the Preferred Bidder will be invited to sign the Project Agreements and to complete all actions envisaged therein, with a view to implementing the Project within the terms set out in the executed Project Agreements.



**SECTION 4: PRICING (RENTAL OFFER)**

Respondents are required to complete the table below:

<b>OFFER DETAILS</b>		
1	<b>Lease commencement date</b> (yyyy/mm/dd)	
2	<b>Lease term</b> (no. of months) <i>(Inclusive of Beneficial Occupation period)</i>	
3	<b>Beneficial occupation period</b> (no. of months)	
4	<b>Rental commencement date</b> (yyyy/mm/dd)	
5	<b>Capital expenditure to be invested in the property</b> (Rand)	
6	<b>Basic monthly rental</b> (Rand/month) <i>(Note: The basic rental is exclusive of all municipal costs, which will be for the Lessee's account and will be recovered separately from the Lessee.)</i>	
7	<b>Annual rental escalation rate</b> (% per annum)	
8	<b>Income Participation Rental</b> (% of gross rental income) <i>(Note: The income participation rental will be calculated as a percentage of the Lessee's gross rental income generated by the completed development)</i>	

**Notes to Pricing (Rental Offer):**

- a) Bidders must ensure that the annual escalation proposed is included in the overall rental offer submitted.
- b) Transnet Property will verify the correctness of the calculations provided in the above rental offer.
- c) Transnet Property reserves the right to consider the verified rental offer calculations in awarding the lease to the Bidder.
- d) Bidders are to note that if the rental offer by the highest scoring bidder is not market-related, Transnet may not award the lease to that Bidder. Transnet may-
  - (i) negotiate a market-related rental with the Bidder scoring the highest points or cancel the RFP;
  - (ii) if that Bidder does not agree to a market-related rental, Transnet Property may negotiate a market-related rental with the Bidder scoring the second highest points or cancel the RFP;
  - (iii) if the Bidder scoring the second highest points does not agree to a market-related rental, Transnet Property may negotiate a market-related rental with the Bidder scoring the third highest points or cancel the RFP.
  - (iv) If a market-related rental is not agreed upon with the Bidder scoring the third highest points, Transnet must cancel the RFP.
- e) Rental must be quoted in South African Rand inclusive of VAT.
- f) **To facilitate like-for-like comparison bidders must submit rental offers strictly in accordance with this schedule and not utilise a different format. Deviation from this schedule could result in a bid being declared non-responsive.**

**1. DISCLOSURE OF 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](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

**JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS**

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

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

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

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

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

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

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

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

I/We \_\_\_\_\_

*[name of entity, company, close corporation or partnership]* of *[full address]*

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

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

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

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

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

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

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

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

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

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal 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:

---

Address:

---

## **NOTIFICATION OF AWARD OF RFP**

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

## **VALIDITY PERIOD**

Transnet requires a validity period of 180 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

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

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

- (i) Registration number of company / C.C. \_\_\_\_\_
- (ii) Registered name of company / C.C. \_\_\_\_\_
- (iii) Full name(s) of director/member(s)                      Address/Addresses                      ID Number(s)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## 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.

### a) Mandatory Returnable Documents

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

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
SECTION 1: SBD1 FORM - Mandatory	
ANNEXURE C: Technical Pre-Qualification / Minimum requirement	
SECTION 5: Proposal Form and List of Returnable documents – Mandatory	

### b) Returnable Documents Used for Scoring

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

<b>RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP	
Insert any documents to be used for the technical evaluation that will not result in disqualification but a score of zero for that aspect of the technical evaluation, e.g. number of references or CVs required.	

**c) Essential Returnable Documents:**

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

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or Audited Financial Statements plus for the past five (05) years	
SECTION 5: Proposal Form Returnable documents – Mandatory	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 9: Specific goals points claim form	
SECTION 10: Certificate of attendance of compulsory / non-compulsory Site Meeting / RFP Briefing	
Proof of registration on the National Treasury Central Supplier Database (CSD)	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

1	Specifications and drawings attached
2	Transnet's General Bid Conditions
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement

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

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

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

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

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

SIGNATURE OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

ADDRESS OF WITNESSES

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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



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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

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

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

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

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

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
.....

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

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
.....

**14 DECLARATION**

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

- 14.1 I have read and I understand the contents of this disclosure;
- 14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required

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

by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

### **BREACH OF LAW**

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

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

NATURE OF BREACH:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**SECTION 8: RFP CLARIFICATION REQUEST FORM**

RFP No: **TP/2024/08/0003/75375/RFP**

RFP deadline for questions / RFP Clarifications: Before **17:00 pm on 29 November 2024**

TO: Transnet SOC Ltd

EMAIL [Montagueleasedev@transnet.net](mailto:Montagueleasedev@transnet.net)

DATE:

FROM:

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

REQUEST FOR RFP CLARIFICATION

**SECTION 9: SPECIFIC GOALS POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

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

**1. GENERAL CONDITIONS**

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

- the 80/20 for tenders to generate income with Rand value equal to or above R30 000 and up to Rand value of R50 million (Including all applicable taxes);
- the 90/10 for tenders to generate income with Rand value equal to or above R50 million (including all applicable taxes);

1.2 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level 1 or 2 of Contribution; and
- (c) B-BBEE status Level of 3 and above will score zero points

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

	POINTS
<b>PRICE</b>	<b>80/90</b>
<b>SPECIFIC GOALS</b>	
BBBEE Level 1 or 2 Contributor	<b>20/10</b>
Non-Compliant and/or B-BBEE Level 3-8 contributors	<b>0</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points are not claimed.

1.5 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) **"Ownership"** means 51% black ownership
- (e) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **"Price"** includes all applicable taxes less all unconditional discounts.
- (j) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (k) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (l) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (m) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

**3. POINTS AWARDED FOR PRICE****3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

$$PS = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ OR } PS = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where:

*Ps* = Points scored for the price of Bid under consideration

*Pt* = Price of Bid under consideration

*Pmax* = Price of highest acceptable Bid

**4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS**

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

<b>Specific Goals</b>	<b>Acceptable Evidence</b>
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
>50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural areas	Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section 10 Job Creation Schedule Returnable documents
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Section.....Job Creation Schedule Returnable documents
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women owned, 51% Black Youth and 51% Black people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs black-owned	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline.
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity

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

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

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

## **5. BID DECLARATION**

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

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

- 6.1 B-BBEE Status Level of Contribution: = 1 or 2 (based on point distribution per Table 3.1)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.



**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

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

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

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

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

8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

**WITNESSES**

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

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

DATE: .....

ADDRESS.....

**SECTION 10: JOB-CREATION SCHEDULE**

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

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

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

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

Respondent's Signature

Date &amp; Company Stamp

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

WITNESSES

.....

.....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

**SECTION 11 : PROTECTION OF PERSONAL INFORMATION**

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

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

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

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

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

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