

TRANSNET CORPORATE CENTRE

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [GOODS AND SERVICES]

**FOR THE FRAMING OF AN APPROVED LIST OF FUNDERS FOR SUPPLIER FUNDING SOLUTIONS
WITHIN THE TRANSNET SUPPLY CHAIN FOR A PERIOD OF FIVE (5) YEARS.**

RFP NUMBER	TCC/2026/09/0002/114771/RFP
ISSUE DATE:	08 October 2026
CLOSING DATE:	30 October 2026
CLOSING TIME:	16:00 pm
BID VALIDITY PERIOD:	180 Business Days from Closing Date

SUBMISSION TO: **Transnet e-tender submission portal – see SBD 1 for details**

SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1: SBD1 FORM.....	3
SECTION 2 : NOTICE TO BIDDERS	5
1 INVITATION TO BID.....	5
2 FORMAL BRIEFING.....	6
3 PROPOSAL SUBMISSION.....	6
4 RFP INSTRUCTIONS	7
5 JOINT VENTURES OR CONSORTIUMS	7
6 COMMUNICATION.....	7
7 CONFIDENTIALITY	8
8 COMPLIANCE	8
9 EMPLOYMENT EQUITY ACT	8
10 DISCLAIMERS	8
11 LEGAL REVIEW	9
12 SECURITY CLEARANCE	9
SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS	11
SECTION 4: PRICING AND DELIVERY SCHEDULE	33
SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS.....	36
SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS	44
SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM	47
SECTION 8: RFP CLARIFICATION REQUEST FORM.....	ERROR! BOOKMARK NOT DEFINED.
SECTION 10 : PROTECTION OF PERSONAL INFORMATION (FOR NORMAL CONTRACT)	51

RFP ANNEXURES:

ANNEXURE A MASTER AGREEMENT

ANNEXURE B TRANSNET'S GENERAL BID CONDITIONS

ANNEXURE C TRANSNET'S SUPPLIER INTEGRITY PACT

ANNEXURE D NON-DISCLOSURE AGREEMENT

RETURNABLE ANNEXURES FOR SORCING

ANNEXURE E – PRE-QUALIFICATION CRITERIA

ANNEXURE F- BIDDER`S CLIENT REFERENCE

ANNEXURE G- FUNDING CAPACITY & FINANCIAL STRENGTH

ANNEXURE H- FUNDING SOLUTIONS & PRODUCT OFFERING

ANNEXURE I- RISK MANAGEMENT & GOVERNANCE

ANNEXURE J- SYSTEMS & REPORTING CAPABILITY

ANNEXURE K- TURNAROUND TIME

SECTION 1: SBD1 FORM**PART A****INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET CORPORATE CENTRE A DIVISION TRANSNET SOC LTD**

BID NUMBER:	TCC/2026/09/0002/114771/RFP	ISSUE DATE:	08/10/26	CLOSING DATE:	30/10/26	CLOSING TIME:	16:00pm
DESCRIPTION	FOR THE FRAMING OF AN APPROVED LIST OF FUNDERS FOR SUPPLIER FUNDING SOLUTIONS WITHIN THE TRANSNET SUPPLY CHAIN FOR A PERIOD OF FIVE (5) YEARS.						

BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

(please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):

<https://transnetetenders.azurewebsites.net>

BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Nhlanhla Caluza
TELEPHONE NUMBER	011-3083508
E-MAIL ADDRESS	Nhlanhla.Caluza@transnet.net

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.

	TCP PIN	OR	CSD NO
SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No	OR	BBEE STATUS LEVEL SWORN AFFIDAVIT

If Yes, Who was the Certificate issued by?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) ☐ A REGISTERED AUDITOR	NAME:	

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

Respondent's Signature

Date & Company Stamp

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

NO

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:_____

Respondent's Signature

Date & Company Stamp

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

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

DESCRIPTION	FOR THE FRAMING OF AN APPROVED LIST OF FUNDERS FOR SUPPLIER FUNDING SOLUTIONS WITHIN THE TRANSNET SUPPLY CHAIN FOR A PERIOD OF FIVE (5) YEARS.
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website only. If you receive tender adverts for Transnet in any other platform other than the ones mentioned, it is your duty to verify the authenticity, accuracy, latest updates and reliability of the information with the platforms mentioned. Should both of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. To download RFP and Annexures: - Click on "Tender Opportunities"; - Select "Advertised Tenders"; - In the "Department" box, select Transnet SOC Ltd. Once the tender has been in the list, click on the "Tender documents" tab and process to download all uploaded documents. The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net (
COMMUNICATION	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 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. Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.
BRIEFING SESSION	No
CLOSING DATE	30 October 2026 Bidders must ensure that bids are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration. Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted. Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number

	of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges. NB! In accordance with Section 217 of the Constitution, the Preferential Procurement Policy Framework Act (PPPFA), the Preferential Procurement Regulations, the Public Finance Management Act (PFMA), and applicable National Treasury Instructions, each bidder is <u>strictly permitted to submit only one proposal or offer per bid invitation</u>, unless expressly stated otherwise in the bid documents.
VALIDITY PERIOD	180 Business Days from Closing Date 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. Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process. With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12

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

2 FORMAL BRIEFING

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 5.1 [*Communication*] below:

3 PROPOSAL SUBMISSION

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

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

- a) Log on to the Transnet eTenders management platform website/ Portal (transnetetenders.azurewebsites.net)
- b) Click on "ADVERTISED TENDERS" to view advertised tenders;
- c) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all mandatory information is completed) OR;
- d) to sign in if already registered;
- e) Toggle (click to switch) the "Log an Intent" button to submit a bid;
- f) Submit bid documents by uploading them into the system against each tender selected.
- g) Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.
- h) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.

- i) No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net
- j) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- k) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- l) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- m) A detailed bidder guide can be found on the Transnet Portal 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 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

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

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

COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)

- 5.1 For specific clarification relating to this RFP, an RFP Clarification Request Form should be submitted to **[Nhlanhla Caluza Nhlanhla.Caluza@transnet.net]** before **20 October 2026 on 12:00pm,**

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.

- 5.2 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to groupscmcomplaints@transnet.net. Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.
- 5.3 After the closing date of the RFP, a Respondent may only communicate with the Nhlanhla Caluza, at telephone number 011-3083508 email Nhlanhla.caluza@transnet.net on any matter relating to its RFP Proposal.
- 5.4 Respondents are to note that changes to its submission will not be considered after the closing date.
- 5.5 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 5.6 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 5.7 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

6 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.

7 COMPLIANCE

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

8 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.

9 DISCLAIMERS

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

- 9.1 modify the RFP's Goods/Services;
- 9.2 split the award of the contract between more than one Supplier/Funder, as may be explicitly articulated in the conditions or objective criteria to this RFP;
- 9.3 cancel the bid process;

- 9.4 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 9.5 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 9.6 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 9.7 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 9.8 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.
- 9.9 Request a bidder to furnish further information relating to its Environmental, Social and Governance (ESG) standing at any stage of the procurement or contracting process. This information may not be used for purposes of evaluation and/or disqualify bidder, but may be use for purpose of record and analysis of ESG compliance.
- 9.10 Where sub-contracting is applied in a tender, conduct due diligence assessment on the sub-contractor(s) and this may entail requesting the bidder to provide further information relating to the sub-contractor(s) or directly requesting the information from the sub-contractor(s) as well as conducting any necessary investigations on the sub-contractor(s) to detect issues of "FRONTING".

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

10 LEGAL REVIEW

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

11 SECURITY CLEARANCE

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

TRANSNET URGES ITS CLIENTS, SUPPLIERS AND THE GENERAL PUBLIC TO REPORT ANY FRAUD OR CORRUPTION TO

IF YOU DON'T REPORT IT, YOU SUPPORT IT!



Email: Transnet.Reportit@outlook.com

Toll free: 0800 003 056

SMS: 0637867403

Please Call Me number: *120*0637867403

Website: <https://whistleblowersoftware.com/secure/Transnet>

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Transnet depends on a diverse supplier base to deliver critical goods and services across its operations. However, many suppliers, particularly Exempted Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs), face working capital constraints that limit their ability to mobilise resources, procure materials, manage operating expenses, and execute contracts effectively. These liquidity challenges can impact contract performance, business sustainability, supplier growth, and transformation objectives.

To address this need, Transnet seeks to establish two categories within an Approved List of financial institutions, development finance institutions, and alternative funders to provide structured funding solutions linked to verified Transnet contracts, purchase orders, invoices, payment certificates, and contractual milestones. The programme aims to improve supplier access to finance, support successful contract delivery, strengthen supplier sustainability, and promote inclusive economic growth through increased participation of black-owned, women-owned, youth-owned, and other designated suppliers within the Transnet supply chain.

2 EXECUTIVE OVERVIEW

Transnet SOC Ltd ("Transnet") seeks to appoint two categories within an Approved List of financial institutions, development finance institutions and alternative funders ("Funders") for a period of five (5) years to provide funding solutions to qualifying Exempted Micro Enterprises (EMEs), Qualifying Small Enterprises (QSEs) and Large Suppliers within the Transnet supply chain.

3 SCOPE OF REQUIREMENTS

The appointment of Funders to the Approved List shall be non-exclusive and shall not constitute a guarantee of any minimum funding allocation, transaction volume, revenue or funding opportunity.

FUNDING SOLUTIONS

Appointed Funders will be required to provide structured funding solutions to qualifying Transnet suppliers.

Funding solutions must, where applicable, be linked to verified Transnet contracts, purchase orders, invoices, payment certificates and/or contractual milestones and must take into consideration the supplier's cash-flow cycle, repayment ability and funding requirements.

The Funder shall remain responsible for determining the appropriate funding product and conducting its own credit, risk, compliance and affordability assessment before approving any funding.

Transnet's verification of a contract, purchase order, invoice, milestone or payment certificate shall not constitute a representation, warranty or guarantee by Transnet that the supplier qualifies for funding or that the supplier's obligations to the Funder will be repaid.

FUNDING STRUCTURING REQUIREMENTS

Where appropriate, Funders must be able to structure funding packages that combine financing facilities with appropriate security instruments, including contract or receivables cessions, where legally permissible and appropriate to the transaction.

Funders must demonstrate the ability to:

- Structure funding facilities linked to contract value, duration and payment cycles;
- Align repayment arrangements with contractual payment flows;
- Provide flexibility for milestone-based or staged disbursements;
- Structure appropriate security arrangements;
- Provide funding solutions that support supplier growth and contract execution; and
- Provide clear and transparent funding terms and associated costs.

Supplier Assessment and Monitoring

Appointed Funders shall be responsible for their own:

- Supplier onboarding;
- FICA requirements;
- Credit and due diligence assessments;
- Affordability and repayment assessments;
- Risk assessment;
- Approval or decline of funding applications;
- Ongoing monitoring of funded suppliers;
- Portfolio management;
- Arrears management; and
- Recovery processes.

Transnet shall not be responsible for the Funder's credit decision or risk assessment.

Declined Funding Applications

Where a funding application is declined by a Funder, the decision shall remain the independent decision of that Funder based on its applicable credit, affordability, risk and compliance assessment criteria. The Funder shall communicate the outcome to the Supplier and, where legally permissible, provide the reason(s) for the decline.

A decline by one Funder shall not prevent the Supplier from approaching another Funder on the Approved List. In accordance with the Supplier Choice Model, the Supplier shall remain responsible for selecting and approaching an alternative Funder that may be suitable to its funding requirements.

Transnet may facilitate access to information regarding the Funders and funding solutions available on the Approved List and may verify relevant Transnet contractual documentation. Transnet shall, however, not allocate the Supplier to a Funder, select a Funder on behalf of the Supplier, influence the credit assessment or funding decision, or guarantee that an alternative Funder will approve the application.

Each Funder approached by the Supplier shall conduct its own independent assessment and determine whether funding can be provided and on what terms.

Where funding is subsequently approved and a cession of the Supplier's right to receive payment from Transnet is required as part of the funding arrangement, such cession shall be considered and processed separately in accordance with the applicable provisions of the Transnet Procurement Manual and Delegation of Authority. **A cession shall not constitute a guarantee by Transnet of the Supplier's indebtedness, repayment obligations or performance under the funding agreement.**

Developmental Support

Funders must demonstrate the capability, where applicable, to support funded suppliers through:

- Basic financial literacy and business management support;
- Assistance with financial record-keeping and financial management;
- Assistance with compliance and governance matters;
- Business sustainability and growth support; and
- Other initiatives aimed at improving supplier resilience and sustainability.

Where developmental support is provided, Funders shall report on the nature, frequency and beneficiaries of such interventions.

Systems and Reporting Capability

Funders must have systems capable of:

- Tracking funding linked to Transnet contracts and/or purchase orders;
- Monitoring portfolio performance;
- Tracking applications and funding decisions;
- Monitoring disbursements, repayments and arrears;
- Producing accurate and timely reports;
- Supporting digital or automated reporting;
- Verifying contracts, invoices and/or other relevant funding documentation;
- Maintaining a secure and auditable record of transactions; and
- Protecting supplier and Transnet information in accordance with applicable legislation.

Reporting Requirements

Appointed Funders will be required to submit monthly and quarterly reports to Transnet containing, at a minimum:

- Number of applications received;
- Number of applications approved;
- Number of applications declined;
- Reasons for declined applications, where appropriate and legally permissible;
- Average application turnaround time;
- Funding approved;
- Funding disbursed;
- Outstanding exposure;
- Arrears and recoveries;
- Default rate;
- Number and value of active funding transactions;
- Funding by supplier category, including EME, QSE and Large Supplier;
- Funding by Operating Division;
- Funding by province;
- Funding pipeline;
- Jobs created and/or sustained, where measurable and verifiable;
- Black-owned businesses funded;
- Women-owned businesses funded;
- Youth-owned businesses funded;
- Persons with Disabilities (PWD)-owned businesses funded;
- Supplier developmental interventions undertaken;
- Supplier growth and sustainability outcomes where measurable;
- Risks, disputes and mitigation measures; and

Other information reasonably required by Transnet for programme monitoring and governance purposes.

TRANSNET'S ROLE

Throughout the term of the Approved List of Funders, Transnet will perform an oversight, coordination, and contract management role to support the effective implementation of the supplier funding programme.

Transnet's responsibilities will include, but not be limited to:

- Managing the overall administration of the Approved List of Funders;
 - Facilitating supplier access to the Approved List of Funders and coordinating supplier referrals where requested by the supplier, without influencing or participating in funding decisions;
 - Facilitating and overseeing the execution of cession agreements, where applicable, between Transnet, the supplier, and the appointed funder;
 - Verifying the authenticity of Transnet contracts, purchase orders, contractual milestones, invoices, and payment certificates, where applicable;
 - Monitoring the performance of the funders appointed to the Approved List against agreed Service Level Agreements (SLAs), Key Performance Indicators (KPIs), and contractual obligations;
 - Monitoring supplier participation, funding approvals, turnaround times, developmental impact, and transformation outcomes;
 - Consolidating management information and performance reports submitted by funders appointed to the Approved List;
 - Convening quarterly performance review meetings with funders appointed to the Approved List;
 - Managing Approved List governance, contract administration, and compliance throughout the five-year contract period; and
 - Reporting on Approved List performance and developmental outcomes to the relevant Transnet
- APPROVED LIST OF FUNDERS

Transnet's verification of contractual documentation shall not constitute a guarantee of payment, funding approval, or the supplier's indebtedness to any funder, except to the extent expressly provided for in a duly executed agreement between the relevant parties.

SUPPLIER ACCESS TO FUNDING

Transnet will establish and implement a Supplier Choice Model to facilitate supplier access to the approved List of Funders.

The process will include the following:

- Transnet will provide eligible suppliers with information on approved funders and the funding products and solutions available through the Approved list of funders.
- Suppliers will have the discretion to select one or more funders based on their funding requirements and preferences.
- Transnet will provide verification of relevant Transnet contracts, purchase orders, invoices, payment certificates, or other supporting documentation.
- All credit assessments, affordability assessments, risk evaluations, funding approvals, funding terms, and funding decisions shall remain the sole responsibility of the participating funders.
- Transnet shall not participate in, influence, or assume responsibility for any funding decision made by a participating funder.

The Supplier Choice Model is intended to promote competition amongst approved funders, enhance supplier access to a diverse range of funding solutions, and provide suppliers with the flexibility to select funding partners best suited to their business needs.

For the avoidance of doubt:

Transnet shall not:

- Allocate or award funding transactions to any Approved list of funders Member;
- Select a Funder on behalf of a supplier;
- Negotiate or determine funding terms and conditions;
- Participate in funding approval decisions;
- Assume any credit risk associated with supplier funding; or
- Guarantee the availability, approval, repayment, or performance of any funding arrangement.
- Appointment to the Approved List of Funders does not guarantee any Approved list of funders Member a minimum number, value, or volume of funding transactions, nor does it oblige Transnet to direct funding opportunities to any Approved list of funders Member.
- The supplier's selection of a Approved list of funders Member shall not constitute an approval, recommendation, endorsement, or warranty by Transnet of the Funder, its funding products, funding terms, or funding decisions.

Transnet shall only become a party to a funding transaction to the extent necessary for the execution and administration of a Cession Agreement or other applicable Transnet contractual requirements.

SUPPLIER ROLE

The supplier shall be responsible for:

- Identifying its funding requirement;
- Engaging with one or more eligible Approved List members appointed to the Approved list of funders
- Obtaining and evaluating funding solutions offered by Funders;
- Selecting the Funder that best meets its funding requirements; and
- Entering into a funding agreement directly with the selected Funder.

In evaluating funding proposals, the supplier may consider, amongst other factors:

- Funding amount and funding capacity;
- Funding product and structure;
- Interest rate or discount rate;
- Fees and charges;
- Total cost of funding;
- Funding period;
- Repayment terms;
- Security requirements;
- Disbursement arrangements;
- Turnaround time;
- Funding flexibility; and
- The Funder's ability to meet the supplier's specific funding requirements.

➤ ROLE OF THE FUNDER

- The selected Funder shall remain solely responsible for conducting its own credit assessment, due diligence, affordability assessment, risk assessment, compliance checks, and funding approval process.
- Funding agreements shall be concluded directly between the selected Funder and the supplier.

- The Funder shall be solely responsible for all funding decisions, including the approval, decline, structuring, pricing, administration, and management of funding facilities.
- The Funder shall comply with all applicable legislative, regulatory, contractual, and reporting requirements throughout the duration of the Approved list.

Please select which category would you like to bid for	
Category	Yes/No
Category A	
Category B	

- Supplier Choice Model. Eligible Transnet suppliers may select and approach one or more funders on the Approved List. The Approved List is non-exclusive. Transnet will not allocate funding transactions, rotate funding opportunities, select a funder for a supplier, conduct a mini competition, negotiate funding terms, or influence a funding decision.
- Declined applications and alternative funders. A supplier whose application is declined may approach another funder on the Approved List. Each funder remains independently responsible for its credit, affordability, compliance and risk assessment. Appointment to the Approved List does not guarantee approval of any application.
- Business continuity. Funders must comply with the turnaround times committed in their bids and incorporated into the Framework Agreement and SLA. Transnet will monitor application volumes, decisions, turnaround times and reasons for decline where legally permissible. Persistent failure against agreed service levels may result in corrective action, suspension or removal in accordance with the contract.
- Categories. Category A applies to bidders with demonstrable funding capacity from R50 million up to and including R100 million. Category B applies to bidders with demonstrable funding capacity above R100 million. Both categories may provide the funding products described in this Scope, subject to each funder's approved mandate, capacity and independent assessment.
- Size of the Approved List. Transnet intends to appoint a minimum of five (5) and a maximum of twenty (20) funders per category. If fewer than five qualifying bidders are available in a category, Transnet may cancel and reissue that category or proceed only if duly approved in accordance with the applicable governance requirements. If more than twenty bidders qualify, only the twenty highest-ranked bidders by final technical score will be appointed.
- Tie-breaking at the cut-off. Where bidders are tied at the twentieth position, the tie will be determined using the following disclosed sequence: the higher score for Funding Capacity and Financial Strength; if still tied, the higher score for Funding Solutions and Product Offering; if still tied, the higher score for Turnaround Time; and if still tied, a controlled drawing of lots by an independent person appointed by the relevant CPO, witnessed and recorded.

- Management of the Approved List will be established and managed in accordance with Transnet Procurement Policy. Management will include Framework Agreements and SLAs, quarterly performance reviews, compliance monitoring, documented corrective action, suspension or removal for material non-performance, and periodic assessment of the adequacy of each category.
- Onboarding during the term. New funders may only be added where an assessment demonstrates that the Approved List is inadequate because of attrition, removal, insufficient capacity or changed business demand. Any expansion must follow an open, fair and transparent sourcing process and the applicable approval requirements. No funder may be added through informal nomination.
- Cession. Any cession will be limited to the supplier's right to receive payment from Transnet and will be processed in accordance with the Transnet Procurement Policy and the applicable Delegation of Authority.
- A cession will not transfer the supplier's contractual obligations to the funder and will not constitute a guarantee or assumption of credit risk by Transnet.
- No uncontrolled post-closing discretion. Qualification, functionality scoring, ranking, category placement, the maximum number of appointments and tie-breaking will be determined only through the criteria disclosed in this RFP. No material evaluation or appointment decision will be introduced after bid closing.

APPOINTMENT

Structure

- Transnet intends to appoint a minimum of five (5) and a maximum of twenty (20) Funders across the approved list structure, subject to the number of responsive and qualifying bidders received. In addition, Transnet reserves the right to determine the minimum number of appointments within each category/approved list to ensure adequate competition, supplier choice and operational resilience.
- The approved list will operate for a period of five (5) years.
- Dispute resolution shall be governed by the applicable Master Services Agreement (MSA) and/or Agreement.
- Appointment to the approved list does not guarantee any minimum transaction, funding allocation, volume or revenue.

Funding Capacity Categories

- The approved list will consist of two funding categories:
- Category A: Funders demonstrating funding capacity of **R50 million to R100 million.**
- Category B: Funders demonstrating funding capacity of **more than R100 million.**

Category A: Medium Funding Capacity Funders

- The purpose is to facilitate participation by Funders with a demonstrated funding capacity of between R50 million and R100 million, and to increase competition and supplier choice while enabling access to funding solutions from a diverse range of funding providers.

Products/Services may include but are not limited to:

- Contractual milestones
- Purchase order funding.
- Contract financing.
- Invoice discounting/factoring.

Payment certificates

Minimum Requirements Compliance with all mandatory regulatory, licensing, and financial requirements contained in the RFP.

Demonstrated funding capacity of R50 million to R100 million.

Supplier Profile EMEs, QSEs, and Large Suppliers requiring funding solutions within the funding capacity available from Category A Funders.

Expected Funding Mechanisms and Transaction Types Contract-backed financing. Purchase order financing. Invoice and receivables finance. Milestone-based funding. Funding supported by cession arrangements where applicable.

Category B: Large Funding Capacity Funders The purpose of category B is to ensure availability of larger funding pools for suppliers requiring higher-value funding solutions and to support larger or more complex transactions.

Products/Services All products applicable to Category A. Larger structured funding facilities. Multi-facility funding arrangements. Large-scale contract and receivables financing solutions.

Minimum Requirements Demonstrated funding capacity exceeding R100 million. Compliance with all mandatory regulatory, licensing, financial, and technical requirements contained in the RFP.

Supplier Profile

- EMEs, QSEs, and Large Suppliers requiring larger funding facilities or more complex funding structures.

Expected Funding Mechanisms and Transaction Types

- High-value contract financing.
- Invoice and purchase order financing.
- Milestone-based and phased funding arrangements.
- Funding supported by cession arrangements where applicable.
- A bidder that demonstrates the required funding capacity for Approved list B may qualify for both Approved list A and Approved list B, provided that it meets all mandatory and applicable technical evaluation requirements.
- A bidder that qualifies for both may be considered for funding requirements falling within the applicable transaction thresholds.
- A bidder demonstrating only Approved list A funding capacity shall only qualify for Approved list A.
- Qualification for an approved list does not guarantee the allocation of any funding transaction.

Monitoring and Reporting

Transnet will monitor implementation of funding arrangements and receive periodic performance reports from appointed Funders.

The funding process and monitoring activities will include, but not be limited to:

- Application receipt;
- Completeness assessment;
- Credit and due diligence assessment;
- Approval or decline;
- Execution of funding documentation;
- Execution of cession documentation;
- Initial disbursement;
- Payment by Transnet in accordance with applicable contractual arrangements;
- Transfer of net proceeds to the supplier;
- Monthly monitoring of funding utilisation, repayments and supplier performance;
- Quarterly performance reporting to Transnet; and
- Annual performance review of appointed Funders.

Funders must promptly report any material default, delay, non-performance, fraud concern, dispute or other matter that may materially affect the supplier, the funding arrangement or Transnet.**REPORTING REQUIREMENTS**

members shall submit monthly and quarterly reports covering, at a minimum: Funding applications received; Applications approved and declined; Total funding approved; Total funding disbursed; Funding by supplier category; Funding by Operating Division; Funding by province; Turnaround times; Arrears and recoveries; Defaults; Jobs sustained or created, where measurable; Transformation outcomes; Supplier developmental interventions; Risks and disputes; Mitigation measures; and Pipeline of pending funding applications.

Transnet may require additional information reasonably necessary for governance, monitoring, audit, reporting and programme management.

TRANSFER OF SUPPLIER PROCEEDS

Where Transnet makes payment to an appointed Funder in accordance with an executed Cession Agreement, the Funder shall transfer any balance due to the supplier, after deduction of amounts contractually due to the Funder, within **two (2) Business Days** of receipt of cleared funds.

- The Funder shall provide the supplier with a statement detailing: Amount received from Transnet's
- Amounts deducted in accordance with the funding agreement;

- Any applicable fees, interest or charges; and
- Net amount transferred to the supplier.

Any delay in transferring funds to the supplier must be reported to Transnet promptly, together with the reason for the delay and remedial action taken.

The Funder must maintain an auditable record of all amounts received, deducted and transferred.

APPROVED LIST PERFORMANCE MANAGEMENT

Transnet reserves the right to assess member performance annually and/or at other intervals specified in the Agreement.

Performance may be assessed against agreed KPIs, including:

- Funding approval turnaround times;
- Funding approved and disbursed;
- Transfer of supplier proceeds;
- Supplier satisfaction;
- Compliance with reporting obligations;
- Regulatory and governance compliance;
- Quality and accuracy of reporting;
- Developmental outcomes;
- Transformation outcomes;
- Complaints and disputes; and
- Overall participation and performance.

Where a member consistently fails to meet agreed performance standards, Transnet may implement appropriate performance management measures, including:

- Corrective action;
- Submission of a remedial action plan;
- Increased monitoring;
- Suspension of new referrals;
- Reallocation of funding opportunities;
- Suspension from the approved list; or
- Removal from the approved list,

in accordance with the applicable Agreement/MSA and Transnet's governance requirements.

Removal or suspension of a member shall not automatically affect existing supplier funding arrangements, which shall continue to be administered in accordance with the applicable funding agreement and contractual arrangements.

➤ **NON-EXCLUSIVE /APPROVED LIST**

The appointment of Funders to the approved list shall be **non-exclusive**.

Appointment to the approved list shall not create an obligation on Transnet to procure all or any supplier funding requirements exclusively from appointed members.

Transnet also reserves the right to:

- Appoint multiple Funders to each category;
- Maintain competition amongst approved list members;
- Use alternative funding sources where appropriate; and

Appointment to the approved list does not guarantee any minimum funding allocation, transaction volume, funding value, revenue or work.

FUNDING APPLICATION SERVICE LEVELS

Appointed Funders shall comply with the following minimum service levels:

Activity	Service Level
Acknowledge receipt of application	1 Business Day
Confirm completeness of application and identify outstanding information	2 Business Days
Complete due diligence and credit assessment	5 Business Days
Communicate funding decision	Maximum 7 Business Days from receipt of a Complete Funding Application
Execute funding documentation and fulfil conditions precedent	3 Business Days following approval
Disburse approved funding	2 Business Days following fulfilment of all condition's precedent

Where additional information is required from the supplier, the applicable turnaround time shall be suspended until the required information is received.

The Funder must provide the supplier and Transnet with written reasons where a prescribed service level cannot be met and must provide a revised expected completion date.

Persistent failure to meet agreed service levels may result in performance management measures, including corrective action, suspension, reallocation of funding opportunities or removal from the approved list, in accordance with the Agreement/MSA.

CONFIDENTIALITY, DATA PROTECTION AND CONFLICT OF INTEREST

Funders shall comply with all applicable confidentiality, data protection, information security, FICA, POPIA and other regulatory requirements.

Funders shall:

- Protect confidential supplier and Transnet information;
- Use information only for purposes related to the funding programme;
- Implement appropriate information security controls;
- Maintain appropriate audit trails;
- Disclose conflicts of interest;
- Disclose material related-party relationships;
- Declare any actual, potential or perceived conflict of interest; and
- Immediately notify Transnet of any material data breach, fraud concern or regulatory matter affecting the programme.

GENERAL

The appointment of a Funder to the approved list does not constitute an obligation on Transnet to recommend or guarantee funding to any supplier.

All funding decisions shall remain subject to the Funder's independent assessment and applicable approval processes.

The supplier shall remain responsible for complying with the terms and conditions of its funding agreement.

The detailed rights and obligations of Transnet, the supplier and appointed Funders shall be governed by the applicable contractual documentation, including the approved list Agreement/MSA, Funding Agreement and Cession Agreement, as applicable.

In the event of any conflict between this RFP and the final contractual documentation, the provisions of the executed contractual documentation shall prevail to the extent legally permissible.

4 GREEN ECONOMY / CARBON FOOTPRINT

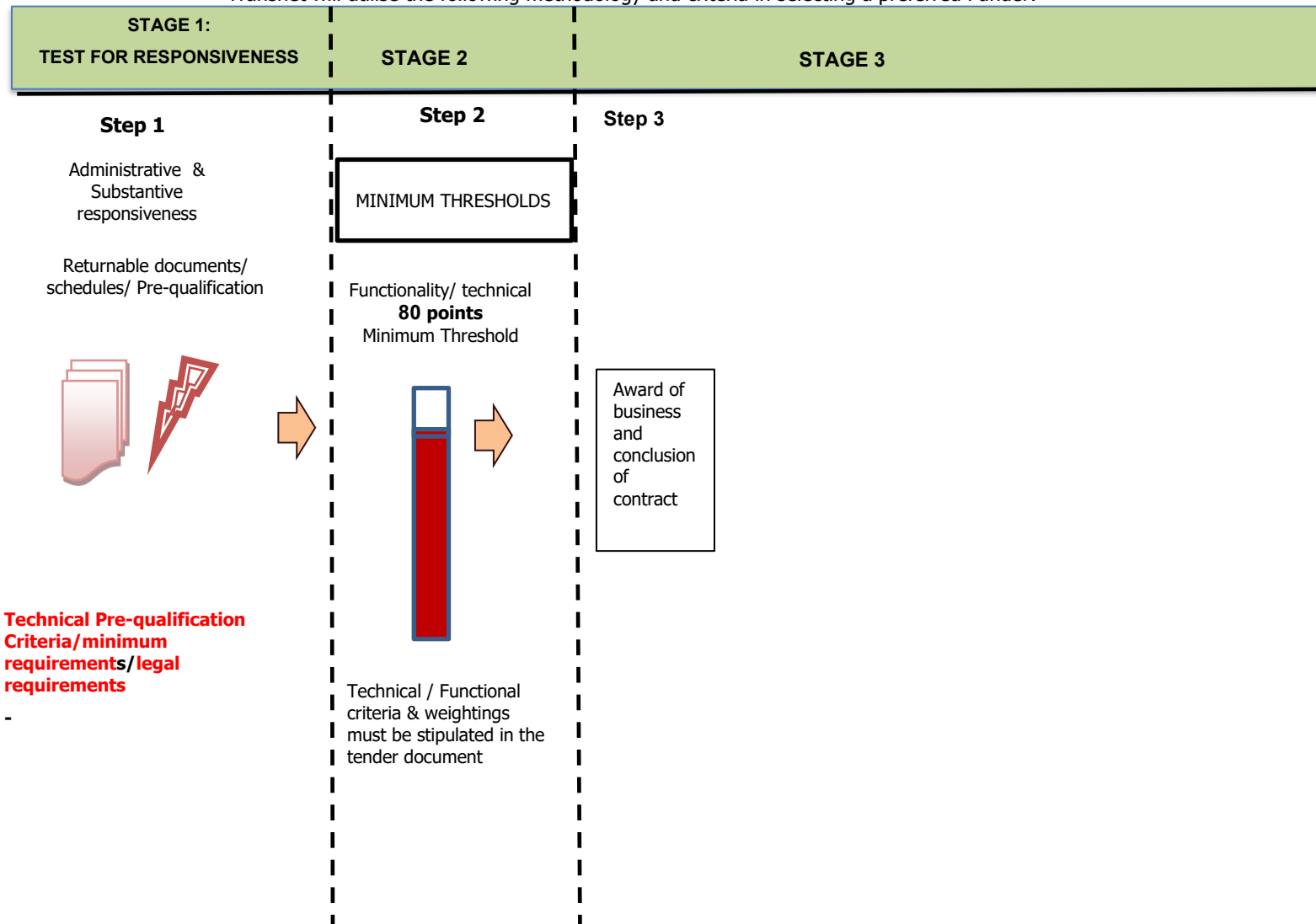
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

5 GENERAL SERVICE PROVIDER OBLIGATIONS

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

6 EVALUATION METHODOLOGY [INDICATE APPROPRIATE CRITERIA - REMOVE / ADD WHERE NECESSARY]

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



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 and Substantive Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
Whether the Bid has been lodged on time	<i>Section 1 paragraph 3</i>
Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 5</i>

• Verify the validity of all returnable documents	<i>Section 5</i>
• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>
• Whether any general and legislation qualification criteria set by Transnet, have been met	<i>All sections</i>
• Whether the Bid contains a priced offer	<i>Section 4 - Quotation Form</i>
• Whether the Bid materially complies with the scope and/or specification given	<i>All Sections</i>
Check for substantive responsiveness	RFP Reference
• Whether any general and legislation qualification criteria set by Transnet, have been met	<i>All sections including: Section 2 paragraphs, 2.2, 6, 11.2, General Bid Conditions clause 20</i>
• Not applicable. No priced offer is required at the Approved List framing stage.	<i>Section 4</i>
• Whether the Bid materially complies with the scope and/or specification given	<i>All Sections</i>
• Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: - A valid NCR certificate - A valid FSCA Certificate	<i>Section 3 – Scope of Work Annexure E</i>

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

6.2 STEP TWO: Minimum Threshold 80 points for Technical Criteria

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

Criteria & Points	Weightings	Evidence Required
Experience in providing funding solutions to EMEs, QSEs, Generic Suppliers, and/or Supply Chain Finance initiatives. 10 Points – 8 years and above experience 8 Points – 5 to 7 years' experience 6 Points – 3 to 4 years' experience 3 Points – 1–2 years' experience 0 Points – No relevant experience submitted.	10 Points	The bidder must submit: ➤ Reference letters on the corporate client's letterhead, signed by a contactable authorised representative and containing contact details; ➤ Reference letters from corporate clients not older than eight (8) years reflecting the following; ➤ A schedule of relevant funding transactions undertaken within the last eight (8) years; ➤ Number of EMEs financed;

Respondent's Signature

Date & Company Stamp

		➤ Number of QSEs financed; ➤ Number of Large Suppliers financed; ➤ Cumulative value of funding provided; ➤ Nature of funding products provided; ➤ Period during which the services were rendered; ➤ Default and repayment performance, where available; ➤ Portfolio at risk; ➤ Industries funded; and ➤ Average funding size.
Funding Capacity & Financial Strength Bidders must demonstrate direct and verifiable access to the funding capacity required for the category for which they are bidding. Category A: Funding capacity of R50 million to R100 million. R75 million ≤ Funding Capacity ≤ R100 million = 20 points R50 million ≤ Funding Capacity < R75 million = 15 points Funding Capacity < R50 million or no acceptable evidence = 0 points. Category B: Funding capacity of more than R100 million. Funding Capacity > R150 million = 20 points R100 million < Funding Capacity ≤ R150 million = 15 points Funding Capacity ≤ R100 million or no acceptable evidence = 0 points.	20 Points	Acceptable documentary evidence may include: 1. Recent bank confirmation letter confirming available funding capacity or facilities; 2. Formal facility or commitment letter from a financial institution confirming committed funding facilities available to the bidder; and/or 3. Evidence of undrawn or unutilised funding facilities; Where funding capacity is provided through a third-party funding arrangement, the bidder must provide documentary evidence confirming: 1. The amount of the committed facility; 2. Availability of the facility; 3. Duration of the facility; 4. Conditions applicable to utilisation; 5. The nature of the relationship between the bidder and the funding institution; and 6. An undertaking or confirmation from the funding institution. Evidence of funding capacity must be issued within 30 days prior to the RFP closing date.

Funding Solutions & Product Offering Detailed methodology addressing all eight topics and relevant sub-topics = 20 points; Methodology addressing at least six to seven topics comprehensively = 10 points; Methodology addressing at least four to five topics = 5 points; No methodology submitted, or the methodology addresses three or fewer topics and does not align with the requirements == 0 points	20 points	The bidder must submit a methodology addressing all eight (8) topics below: 1. Executive Summary • Understanding of the programme; • Understanding of supplier funding requirements; • Objectives of the proposed funding solution. 2. Funding Solution Framework • Funding products available; • Working capital finance; • Purchase order finance; • Contract finance;
---	-----------	--

 Respondent's Signature

 Date & Company Stamp

- Invoice/receivables finance;
- Milestone-based funding; and
- Other relevant funding products.

3. Funding Eligibility and Qualification Criteria

- Supplier eligibility;
- Business assessment criteria;
- Compliance requirements;
- Credit requirements.

4. Funding Application Process

- Application procedures;
- Required documentation;
- Supplier support;
- Application timelines.

5. Due Diligence and Assessment Methodology

- Business viability assessment;
- Credit assessment;
- Cash-flow assessment;
- Affordability;
- Risk assessment;
- Fraud and compliance checks.

6. Funding Approval Process

- Governance structure;
- Delegated authority;
- Approval process;
- Turnaround times;
- Communication of decisions.

		7. Funding Disbursement Methodology • Disbursement process; • Payment controls; • Conditions precedent; • Milestone controls; • Reconciliation. 8. Risk Management Framework • Fraud prevention; • Credit risk management; • Operational risk; • Compliance risk; • Portfolio monitoring; • Arrears and recovery management.
Risk Management & Governance Robust governance and comprehensive risk management framework covering all ten areas = 20 points; Robust governance and comprehensive risk management framework covering eight to nine areas = 15 points; Robust governance and comprehensive risk management framework covering six to seven areas = 10 points; Robust governance and comprehensive risk management framework covering at least four to five areas = 5 points; Robust governance and comprehensive risk management framework covering three or less areas or No evidence submitted = 0 points.	20 Points	The bidder must demonstrate appropriate governance structures, compliance arrangements and internal controls covering: 1. Governance organogram and committee structure; 2. Delegation of authority matrix; 3. Comprehensive risk management framework; 4. Risk registers and mitigation measures; 5. Credit and financial risk management; 6. Fraud prevention and compliance controls; 7. Monitoring and reporting framework; 8. Business continuity arrangements; 9. Audit and assurance processes; and 10. Examples of relevant policies, templates and governance documents.
Systems & Reporting Capability Comprehensive systems, covering all ten topics = 15 points;	15 Points	The bidder must demonstrate systems capability to support: • Funding application management; • Contract/PO tracking;

Comprehensive systems, covering seven to nine topics = 10 points; Comprehensive systems, covering four to six topics = 5 points; Comprehensive systems, covering three or less topics or No acceptable evidence submitted = 0 points		• Credit assessment; • Funding approval; • Disbursement monitoring; • Repayment and arrears monitoring; • Portfolio reporting; • Secure data management; • Audit trails; and • Automated or digital reporting.
Turnaround Time The bidder must provide evidence of its standard service levels and turnaround times. Points will be allocated as follows: 15 Points - 7 working days or less 10 Points – 8 – 10 working days 5 Points – 11 – 15 working days 0 - 16 working days or more	15 Points	Demonstration of the ability to process and communicate a funding decision within the proposed timeframe from receipt of a complete funding application.
	Minimum Threshold = 80 Points	
	Total = 100 Points	

 Respondent's Signature

 Date & Company Stamp

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

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

6.3 STEP THREE: Framing of the Approved List and conclusion of Framework Agreements

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s). where applicable.
- Alternatively, acceptance of a letter of award by the Successful Respondent. will constitute the final contract read together with their RFQ response and the Standard Terms and Conditions. This will be stated in the letter of award.

SECTION 4: PRICING AND DELIVERY SCHEDULE

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

Notes to Pricing:

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

1. DISCLOSURE OF CONTRACT INFORMATION**PRICES TENDERED**

Respondents are to note that, on award of business, Transnet is required to publish the outcome of the RFQ and information of the successful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 09 of 2022/2023.

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

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

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. "AS AND WHEN REQUIRED" CONTRACTS

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

3. RISK

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

3.1 Quality and specification of Goods/Services delivered:

3.2 Continuity of supply:

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

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date & Company Stamp

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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

carrying on business trading/operating as

represented by _____

in my capacity as _____

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

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

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

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

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

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

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

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

Respondent's Signature

Date & Company Stamp

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

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

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

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

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

(i) Registration number of company / C.C. _____

(ii) Registered name of company / C.C. _____

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

Respondent's Signature

Date & Company Stamp

RETURNABLE DOCUMENTS

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

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

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

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4: COMMERCIAL DISCLOSURE (NO PRICE EVALUATION AT APPROVED LIST FRAMING STAGE)	
ANNEXURE E Technical Pre-Qualification/Legal /minimum requirement	

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:

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
ANNEXURE F-Bidder's client Reference	

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
ANNEXURE G- Funding capacity & financial Strength	
ANNEXURE H- Funding Solutions & Product Offering	
ANNEXURE I- Risk Management & Governance	
ANNEXURE J- Systems & Reporting Capability	
ANNEXURE K- Turnaround Time	

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Section 1: SBD1 Form	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date & Company Stamp

ANNEXURES FOR SCORING

ANNEXURE F- BIDDER`S CLIENT REFERENCE

Respondent's Signature

Date & Company Stamp

ANNEXURE G- FUNDING CAPACITY & FINANCIAL STRENGTH

Respondent's Signature

Date & Company Stamp

ANNEXURE H- Funding Solutions & Product Offering

Respondent's Signature

Date & Company Stamp

ANNEXURE I- Risk Management & Governance

Respondent's Signature

Date & Company Stamp

ANNEXURE J- Systems & Reporting Capability

Respondent's Signature

Date & Company Stamp

ANNEXURE K- Turnaround Time

Respondent's Signature

Date & Company Stamp

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

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

1	Transnet's General Bid Conditions
2	Master Agreement and SLA attached
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.

Respondent's Signature

Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

We 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 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
8. If such a relationship as indicated in paragraph 7, exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a 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]

9. 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 interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

YES/NO

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

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 consortium² will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

SECTION 9: PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must

take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

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

Signature of Respondent's authorised representative: _____

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

Respondent's Signature

Date & Company Stamp