TRANSNET SOC LTD

[hereinafter referred to as **Transnet]**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [SERVICES]

FOR THE SUPPLY OF REFINED BULK FUEL, NATIONALLY, FOR A PERIOD OF FIVE (5) YEARS

RFP NUMBER	**TCC/2025/09/0002/106003/RFP**
ISSUE DATE:	**07 AUGUST 2026**
CLOSING DATE:	**28 AUGUST 2026**
CLOSING TIME:	**23:00 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**

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RFP FOR THE SUPPLY OF REFINED BULK FUEL, NATIONALLY, FOR A PERIOD OF FIVE (5) YEARS

SECTION 1: SBD1 FORM

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET SOC LTD							
BID NUMBER:	TCC/2025/09/0002/106003/RFP	ISSUE DATE:	**07 AUGUST 2026**	CLOSING DATE:	**28 AUGUST 2026**	CLOSING TIME:	**23:00 PM**
DESCRIPTION	**THE SUPPLY OF REFINED BULK FUEL, NATIONALLY, 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	**Mthokozisi Nkosi**			
TELEPHONE NUMBER	**Not applicable**			
FACSIMILE NUMBER	**Not applicable**			
E-MAIL ADDRESS	**Mthokozisi.Nkosi@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**	**BBEEE 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]

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 QUESTIONAIRE 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
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/.

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

SIGNATURE OF BIDDER: ……………………………………………

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

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

DATE:________

SECTION 2: NOTICE TO BIDDERS

1 INVITATION TO BID

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

DESCRIPTION	**THE SUPPLY OF REFINED BULK FUEL, NATIONALLY, 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	Non-compulsory Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: Mthokozisi.Nkosi@transnet.net This is to ensure that Transnet may make the necessary arrangements for the briefing session. Refer to paragraph 2 for details.
CLOSING DATE	**23:00 pm on Friday, 28 August 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 **strictly permitted to submit only one proposal or offer per bid invitation**, 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 non-compulsory pre-proposal RFP briefing will be conducted via TEAMS on the **17 August 2026**, at around 10h00 for a period of ± three (3) hours.

Microsoft Teams meeting

Join: https://teams.microsoft.com/meet/349330081473896?p=RdiOPi0esCTokRR3Km

Meeting ID: 349 330 081 473 896

Passcode: UC28P8m3

The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.

2.2 Respondents are encouraged to bring a copy of the RFP to the RFP briefing.

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 CONDITIONS OF CONTRACT

4.1 Where Transnet has identified opportunities of economic transformation and empowerment, Transnet will incorporate a contractual obligation for the winning bidder to execute the identified transformation objective as a condition of contract.

4.2 Each bidder interested in participating in this tender should be cognisant that it is a condition of contract the winning bidder will be required to contract with Transnet on the following transformation initiative:

   a) Subcontracting

4.3 The bidder will be required to sub-contract a minimum of 30% of the total value of the contract.

4.4 The successful bidder(s) will be required to meet the requirements of any condition stated in this section. **Failure to meet any of the conditions**, may result in the contract not being concluded between Transnet and the successful bidder.

5 RFP INSTRUCTIONS

5.1 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.

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

5.3 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.

5.4 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.

6 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.

7 COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)

7.1 For specific clarification relating to this RFP, an RFP Clarification Request Form should be submitted to [**Mthokozisi.Nkosi@transnet.net**] before 23h00 pm on **19 August 2026**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.

7.2 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.

7.3 After the closing date of the RFP, a Respondent may only communicate with the **[Mthokozisi.Nkosi@transnet.net]** on any matter relating to its RFP Proposal.

7.4 Respondents are to note that changes to its submission will not be considered after the closing date.

7.5 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.

7.6 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.

7.7 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

8 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.

9 COMPLIANCE

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

10 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.

11 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:

11.1 modify the RFP's Goods/Services;

11.2 award a contract in connection with this Proposal at any time after the RFP's closing date;

11.3 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;

11.4 split the award of the contract between more than one Supplier/Service provider, as may be explicitly articulated in the conditions or objective criteria to this RFP;

11.5 cancel the bid process;

11.6 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;

11.7 request audited financial statements or other documentation for the purposes of a due diligence exercise;

11.8 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;

11.9 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;

11.10 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.

11.11 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.

11.12 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.

12 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.

13 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

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

The Refined Bulk Fuel requirements for Transnet relate to the supply and delivery of different grades of fuel to various Transnet sites. It comprises of three (3) disciplines namely Traction, Home base and Marine.

This is a transversal contract covering the national landscape. The Transnet Operating Divisions covered by the contract are Transnet Engineering (TE), Transnet Freight Rail (RFR), Transnet National Ports Authority (TNPA), Transnet Properties (TP), and Transnet Port Terminals (TPT).

Transnet reserves the right, during the term of the contract, to extend the utilisation of this contract to any existing or future Transnet Operating Division (OD), subsidiary, associated company, joint venture, or any other entity that Transnet may deem strategic, subject to the terms and conditions of this contract.

Fuel is a strategic commodity for Transnet due to the high volumes and associated spend. Transnet Freight Rail, which is the largest user of this contract, utilizes the diesel for the re-fuelling of diesel locomotives which are critical for the movement of commodities and other revenue generation activities.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its Refined Bulk Fuel Requirements nationally, it also seeks to improve its current processes for providing these Goods to its end user community throughout its locations.

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

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

2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.

2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).

2.3 Transnet must receive proactive improvements from the Supplier with respect to supply of Fuel and related processes.

2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading-edge technology and service delivery systems.

2.5 Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.

2.6 Transnet must reduce costs by streamlining its acquisition of Fuel, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

The Refined Bulk Fuel requirement for Transnet SOC relates to the supply and delivery of different grades of fuel to various Transnet sites nationally. The successful Respondent(s) will, on order from Transnet, arrange for the supply of the fuel to Transnet, which meets the requirements and specifications. Fuel shall be supplied to Transnet at the following areas Home Base sites, Diesel/Traction Sites and/or Marine Diesel Sites, as and when required. The delivery of the required fuel is controlled by means of Purchase Orders to be issued by Transnet and executed by the Supplier in accordance with the terms and conditions of the agreement that will govern the arrangement.

Transnet further requires the following from the successful Respondent(s):

- Compliance with 48-hour turnaround time on orders unless otherwise specified in writing.
- Ability to take orders over the weekend and public holidays when required.
- All Diesel and petrol supplied to Transnet must comply with the relevant section of the Petroleum Products Act SANS 342:2016 from both a supply and a manufacturing standpoint.
- All Diesel and petrol to be supplied to Transnet must comply with relevant licensing and accreditation agencies (i.e. SANS 342:2016 standards or equivalent) requirements both local and international (as may be dictated by industry and regulatory bodies).
- The Respondent(s) agree to disclose to Transnet the source of all fuel supplied and if manufacturing, will also supply all accreditations and approvals that apply to producing diesel from the relevant authorities.
- The respondent(s) agree(s) to conduct quality testing for water and illuminating paraffin (IP) on every delivery.
- Transnet may conduct quality assurance testing on the product delivered on a random basis. Where fuel supplied is found to be contaminated, off specification, adulterated, or otherwise non-compliant with applicable standards, the Supplier shall be responsible for all costs associated with product removal, replacement, laboratory testing, tank cleaning, equipment damage, operational disruption, and any other direct losses arising from such non-compliance.
- All deliveries should be supplied as sealed parcel loads, with numbered seals intact. Deliveries with broken seals or seals with numbers not corresponding to the bill of lading (BOL) will not be accepted.
- Ability to install tracking system on delivery trucks so that Transnet may be able to track their deliveries
- All Diesel and petrol to be supplied to Transnet must comply with latest SANS specifications and submit compliance certificates with every delivery
- The respondents should have contingency plans in place to prevent service disruptions caused by breakdowns.

  The Respondent must maintain a documented Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP) to ensure continuity of supply in the event of operational disruptions, refinery outages, transport failures, labour unrest, cyber incidents, force majeure events, or any other circumstances that may impact service delivery. Copies of such plans shall be provided to Transnet upon request. The Respondent shall review and update these plans annually and whenever a material change occurs in its operations.

The successful bidder must be capable of servicing all TNPA marine and dredging sites allocated within the corridor for which it is awarded.

Refined Bulk Fuel comprises three (3) disciplines. Bidders should refer to **Annexure C** – Transnet Site Information for the location of each site:

Homebase	Relates to the supply of fuel into Transnet-owned equipment through commercial pumps and storage tanks installed within Transnet Operating Divisions (ODs) nationally. These facilities, referred to as homebase sites, function as internal petrol stations located inside Transnet depots.
Traction	Relates to the supply of fuel to the TFR traction sites nationally by road (RTL)
Marine	Relates to the supply of fuel to TNPA harbor craft by specialized refueling methodology either by barge, hydrant or directly into the vessel.

3.1 Home Base Fuels

Home Base Fuel relates to the supply of fuel into Transnet owned equipment consisting of commercial pumps and tanks installed at Transnet Operating Division properties nationally.

- Network is used to re-fuel all rubber wheeled vehicles, mechanical and other specialized equipment.
- The current Transnet Operational Divisions that uplift fuel at the home base sites are:
  - Transnet Port Terminals
  - Transnet National Ports Authority
  - Transnet Freight Rail
  - Transnet Properties

(i) Diesel and petrol are to be supplied to home-base Sites based on bulk orders placed by Transnet Fuel Infrastructure & Solutions. The orders may range from 2 000 to 80 000 liters depending on the capacity of the storage facilities available. All invoices/statements are to be supported by signed and date-stamped delivery notes. Bulk invoices are settled as per agreed payment terms.

(ii) Supplier(s) are to provide a table listing their drop size capabilities.

3.2 Traction Sites

Diesel Traction Fuel relates to all diesel locomotives fueling at Transnet sites nationally. Such supply of Diesel will be required at TRIM traction sites by road from Oil Company depots / refineries.

- TRIM (Transnet Rail Infrastructure Manager) has a national traction fuel network which is strategic and operationally critical to the logistics and transportation of commodities.
- 48 fuelling sites are located on Transnet-owned property countrywide.
- The assets [tankage and mechanical fuelling equipment] are owned by TRIM.
  - (i) Diesel Traction Fuel will be uplifted based on bulk orders. Invoices and statements are to be supported by signed delivery notes and will be settled as per payment terms agreed.
  - (ii) A list of Diesel Traction Fuel sites and delivery modes to be provided

(iii) In the case of Road delivery, it will be required that the Supplier provides the necessary hoses on their trucks for decanting couplings in line with industry standards.

(iv) Road delivery trucks should have their own meter and be able to issue receipts of fuel issued or delivered.

3.3 Marine Diesel

Marine Diesel is supplied to TNPA for its harbour craft, utilising a specialised refuelling methodology.

- TNPA has a fuel requirement at designated sites located in all 8 ports that is critical for the continued operation of harbour service craft and dredgers.
- Craft are fuelled by either barge or bunkering/pipeline facilities. As a back-up, Road tankers are used to refuel.
- The specialised equipment required for installation and maintenance shall be for the account of the supplier.
- The Supplier to ensure that Certificate of Analysis is issued with every delivery.
- The Supplier in the presence of Transnet Representative shall take samples of each fuel tanker prior to delivery. All samples shall be analysed by a SANAS-accredited laboratory to verify compliance with MARPOL Annex VI and SAMSA (IMO) requirements.
- Supplier to ensure and make provision for all hoses to be pressure tested and certificated
- Fuel shall be bunkered into designated quarantine tanks and shall not be consumed until laboratory confirmation of compliance is received.
- Fuel delivered shall be deemed “conditionally accepted” pending laboratory analysis of samples taken by Transnet. Final acceptance shall only occur once compliance with MARPOL Annex VI and SAMSA (IMO) requirements has been confirmed. In the event of non-compliance, the Supplier shall be fully responsible for the removal, dilution, or replacement of the fuel at their own cost, including any tank cleaning, de-bunkering, and associated operational impacts.

The appointed bidders will be required to comply with a Service Level Agreement (SLA), as **Annexure F**, which will be used to measure performance and service delivery. The SLA will include penalties where performance falls below the required minimum standards and will set out clear expectations in respect of monthly and quarterly reporting, rebate processing, operational performance, and overall contract administration.

4 TECHNICAL REQUIREMENTS [PRODUCTS]

4.1 PRODUCT REQUIREMENTS

The required products for the purposes of the proposed contract are Diesel 50ppm, 10ppm (when available) and Petrol (all grades, both inland and coastal). Bio diesel will not be accepted. All products provided must comply with the relevant standards (SANS, MARPOL Annex VI as per SAMSA (IMO) requirements, EURO2, etc.) The total estimated volume over the contract period is 1 billion n litres (98% Diesel and 2% Petrol).

Respondents are to note that the quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis

5 SITE ALLOCATION, CORRIDOR STRUCTURE, AND BIDDER PREFERENCE

Bidders should note that Transnet has allocated the sites as follows, with each allocation referred to as a "Corridor":

No:	Corridor Name	Estimated Annual Volumes (L) (based on current averages)
1.	KwaZulu-Natal Coastal Corridor	Approximately 52 million litres per annum
2.	Western and Northern Cape Corridor	Approximately 52 million litres per annum
3.	Eastern + Free State (FS) + Mpumalanga (MP) Support Corridor	Approximately 52 million litres per annum
4.	Inland Core (Gauteng (GP), Mpumalanga (MP), Limpopo (LP), North - West (NW)) Corridor	Approximately 52 million litres per annum

Bidders may submit proposals in respect of one or more Corridors as part of their RFP response. Notwithstanding the foregoing, a bidder shall be eligible for appointment in respect of one (1) Corridor only.

Bidders must, as part of their bid submission, clearly indicate the Corridors for which they are submitting proposals, ranked in order of preference. Such ranking shall be binding and shall be applied for purposes of allocation in accordance with the evaluation outcomes.

In the event that a bidder is ranked as the highest-scoring bidder, based on Price and Specific Goals, in more than one Corridor, such bidder shall be awarded only the Corridor ranked as its highest preference.

In respect of the remaining Corridor(s) where such bidder is no longer eligible for appointment, the bidder ranked second in those respective Corridor(s) shall be considered for award, subject to compliance with all applicable requirements of the RFP.

6 POTENTIAL WITHDRAWAL OF TFR AND PRICING IMPLICATIONS

Bidders are hereby notified that, during the term of the Contract, there exists a possibility that one of the Transnet Operating Divisions (OD), namely Transnet Freight Rail (TFR), may elect, at its sole discretion, to withdraw from participation in the Contract, potentially with effect from Year 3 onwards. TFR currently accounts for approximately sixty percent (60%) of the total Contract volumes.

In the event of such withdrawal, the affected sites and associated volumes may be reallocated amongst the four (4) appointed Service Providers in accordance with Transnet's balanced volume allocation principle, with the objective of maintaining an equitable distribution of volumes across the remaining Service Providers.

In view of the above, bidders must, as part of the pricing template, submit indicative pricing that expressly accommodates and makes provision for the potential withdrawal of TFR for the remaining duration of the

Contract. Such pricing must clearly demonstrate the impact of TFR's withdrawal on contract rates and overall pricing structures.

7 NON - SEQUENTIAL RELIEF ARRANGEMENT BETWEEN APPOINTED BIDDERS

- Transnet intends to appoint four (4) bidders, with one (1) bidder allocated per Corridor, subject to the outcome of the evaluation process.
- In order to ensure continuity of supply and operational resilience, a structured relief mechanism shall be implemented amongst the appointed bidders. For purposes of this RFP, "relief" shall refer to the temporary provision of services by an alternative appointed bidder in the event that the primary bidder allocated to a particular Corridor is unable to perform, whether due to capacity constraints, operational failure, force majeure, or any other justifiable reason acceptable to Transnet.
- Relief shall **not** be applied on a sequential basis. Instead, in the event that relief is required, Transnet shall approach the remaining three (3) appointed bidders and formally request them to submit pricing to provide relief services for the affected Corridor.
- Upon receipt of such pricing submissions, Transnet shall evaluate the proposals and appoint the bidder offering the most cost-effective and suitable solution, taking into account price and ability to meet the required service levels and timelines.
- In the event that one or more bidders decline or are unable to provide relief, Transnet shall proceed with the evaluation based on the responses received and may appoint any capable bidder that meets the requirements.
- All appointed bidders shall be required to participate in the relief request process and submit pricing when requested by Transnet. Failure or refusal to respond or provide relief, without justifiable cause acceptable to Transnet, may constitute a breach of contract and may result in remedial action in accordance with the terms and conditions of the agreement.
- This relief arrangement constitutes an objective criterion aimed at ensuring uninterrupted service delivery, enhancing supply chain resilience, promoting competitiveness, and mitigating the risks associated with supplier non-performance.

8 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.*

The successful bidder shall submit monthly Sustainability and Emissions Reports in accordance with Annexure F: Draft Service Level Agreement. Such reports shall include Scope 1 and Scope 2 emissions data associated with services rendered to Transnet and any supporting activity data reasonably required by Transnet.

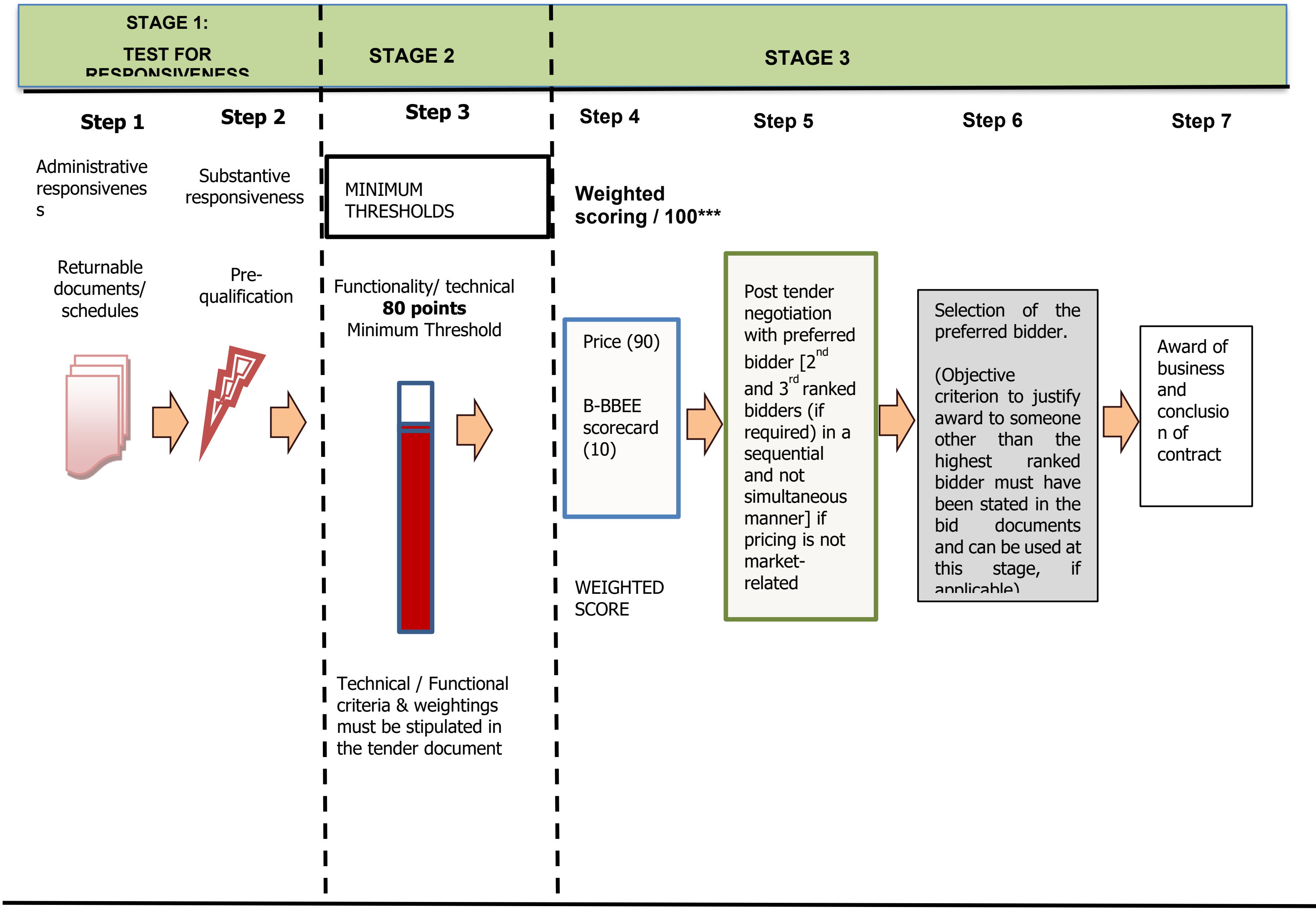
9 GENERAL SERVICE PROVIDER OBLIGATIONS

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

9.2 The Service provider(s) must comply with the requirements stated in this RFP

10 EVALUATION METHODOLOGY [Indicate appropriate criteria - remove / add where necessary]

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



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).

10.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	*Section 1 paragraph 3*

• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	*Section 5*
• Verify the validity of all returnable documents	*Section 5*
• Verify if the Bid document has been duly signed by the authorised respondent	*All sections*

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

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

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

Check for substantive responsiveness	RFP Reference
• Whether any general and legislation qualification criteria set by Transnet, have been met	*All sections including: Section 2 paragraphs, 2.2, 6, 11.2,* *General Bid Conditions clause 20*
• Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule	*Section 4*
• Whether the Bid materially complies with the scope and/or specification given	*All Sections*
• Whether any Technical pre-qualification set by Transnet have been met as follows: i. Legal Authority to Trade Bulk Fuel ii. Dangerous Goods Compliance – Drivers iii. Dangerous Goods Compliance – Vehicles iv. Insurance Cover. Bidders are required to submit the supporting documents prescribed in **Annexure A** and comply with the validity and compliance requirements set out therein.	*Annexure A*

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

10.3 **STEP THREE: Minimum Threshold 80 points for Technical Criteria**

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

Technical Evaluation Criteria	Points Weightings
Capacity to Supply	30%

Technical Evaluation Criteria	Points Weightings
Company Experience	40%
Compliance	20%
Deliveries	10%
Total Weighting:	**100**
Minimum qualifying score required:	**80**

Respondents must complete and submit ***Annexure B: Technical Submission*** **which include a Technical Questionnaire*.*** *A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Annexure B*

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

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

10.4 **STEP FOUR Evaluation and Final Weighted Scoring**

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

Evaluation Criteria	RFP Reference
• Commercial offer	*Section 4*

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

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

Where:

Ps = Score for the Bid under consideration
Pt = Price of Bid under consideration
Pmin = Price of lowest acceptable Bid

b) **Specific Goals** [Weighted score 10 point]

- Specific goals preference points claim form
- 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.

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

Thresholds	Minimum Threshold
Technical	**80**

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals – Scorecard	10
TOTAL SCORE:	**100**

10.6 **STEP FIVE: Price Negotiations**

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

10.7 **STEP SIX: Objective Criteria**

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

- Bidders may submit proposals in respect of one or more Corridors as part of their RFP response; however, a bidder shall only be eligible for appointment in respect of one (1) Corridor. This limitation constitutes an objective criterion applied to ensure security of supply, continuity of operations, and to mitigate the risk of over-reliance on a single supplier across multiple Corridors.
- Bidders are required, as part of their bid submission, to clearly indicate the Corridors for which they are submitting proposals, ranked in order of preference. Such ranking shall be binding and shall be applied for purposes of allocation in accordance with the evaluation outcomes and applicable procurement prescripts.

- In the event that a bidder is ranked as the highest-scoring bidder, based on Price and Specific Goals, in more than one Corridor, such bidder shall be considered for award in respect of the Corridor reflected as its highest preference only.
- Where a bidder is the highest-scoring bidder in a particular Corridor, Transnet may award that Corridor to the bidder even if it is not the bidder's first preference. The purpose of the preference ranking is to assist Transnet in allocating Corridors where a bidder is ranked highest in more than one Corridor and should not be interpreted as preventing the award of a Corridor to a bidder that has achieved the highest score for that Corridor.
- Notwithstanding a bidder's stated order of preference, where the application of such preference would result in a Corridor remaining unawarded due to the absence of other responsive and compliant bidders, Transnet reserves the right to allocate that Corridor to the sole responsive and compliant bidder for that Corridor. This may require Transnet to disregard the bidder's preference ranking in order to ensure continuity of supply and operational requirements.
- In respect of the remaining Corridor(s) for which such bidder is no longer eligible for appointment, Transnet reserves the right to consider the next highest-ranked bidder(s) in those respective Corridor(s), subject to such bidder(s) meeting all mandatory requirements and being responsive in terms of this RFP.
- In instances where there are insufficient responsive or compliant bidders for a particular Corridor, Transnet reserves the right to award that Corridor to the highest-ranked bidder, notwithstanding the limitation of one (1) Corridor per bidder, where this is necessary to ensure continuity of supply and operational requirements.
- Where pricing submitted by a bidder is determined not to be market-related, Transnet reserves the right to make an award in accordance with applicable procurement prescripts, including the relevant provisions of the PPPFA.
- Transnet may take into account risks identified through a risk assessment and/or probity process (which may include an independent review), including but not limited to financial stability, conflicts of interest, and reputational risks, where such risks may impact on the sustainability or integrity of supply. The restriction on the appointment of a bidder to more than one Corridor is further applied as an objective criterion to:
  - Ensure security and reliability of supply across all Corridors;
  - Mitigate concentration risk and avoid dependency on a single supplier;
  - Enhance operational resilience and business continuity in the event of supplier failure, disruption, or underperformance;
  - Promote fair competition and broader market participation;
  - Support transformation and equitable allocation of opportunities in line with public procurement legislation and policy objectives; and
  - Strengthen supply chain diversification in order to safeguard sustained service delivery.

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

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

1. PRODUCT PRICES

1.1 For purposes of this RFP, a rebate shall mean the discount, expressed in South African cents per litre (c/l) inclusive of VAT, offered by the bidder and deducted from the applicable regulated wholesale fuel price prevailing at the date of delivery. The rebate is intended to represent the bidder's commercial offering and may include, but is not limited to, supply chain efficiencies, logistics arrangements, transportation costs, operational efficiencies, margin concessions and any other cost advantages available to the bidder.

1.2 Bidders are required to quote rebates in accordance with **Annexure D** for each applicable Corridor and volume band. The rebate quoted shall be used for evaluation purposes and, upon contract award, shall be deducted from the regulated wholesale fuel price to determine the net price payable by Transnet.

1.3 The price charged to TRANSNET in respect of the supply by the Oil Company of Bulk Product, shall be:

a) in respect of RTL (Road Tank Lorry) deliveries, the wholesale list price thereof [prevailing at the date of delivery/offloading] for the price zone in which the off-loading of the Product at an Off-loading Point takes place, as set by the Department of Energy from time to time and adjusted for rebate;

b) In respect of Marine Diesel Fuel, the wholesale list price thereof [prevailing at the date of delivery/offloading] for the price zone in which the off-loading of the Product at an Off-loading Point takes place, as set by the Department of Energy from time to time and adjusted for rebate.

1.4 All prices in respect of Bulk Product shall be the net prices, after deduction of rebates allowed and determined as at the date of delivery or uplift, as the case may be.

1.5 The agreed rebates shall be effective as at the commencement of the contract to be awarded and shall remain in effect for the duration of the contract unless renegotiated and agreed upon by both parties.

1.6 The Oil Company's prices aforesaid shall during the currency of this Agreement be set in accordance with the regulated pricing mechanism for fuel.

2. PRICING SCHEDULE

2.1 Based on the pricing principles as quoted in clause 1 above, Respondents are required to complete the table below by indicating which corridor they are bidding for with a tick (✓);

KwaZulu-Natal Coastal Corridor	Western and Northern Cape Corridor	Eastern + Free State (FS) + Mpumalanga (MP) Support Corridor	Inland Core (Gauteng (GP), Mpumalanga (MP), Limpopo (LP), North West (NW)) Corridor

Transnet will appoint each successful bidder to only one (1) corridor, in accordance with the evaluation results and the bidder's stated preference.

3. FUEL PRICE HEDGING

Whilst this will not form part of bid evaluation criteria, Respondents are encouraged to provide mitigating strategies to protect against the movements in fuel prices in order to provide more stable fuel prices to Transnet. This should be additional to the bid response and the cost of such a strategy/strategies should not be included as part of the bid response. Proposed strategies will be considered and the successful Respondent(s) may be engaged to implement such a strategy/strategies as part of contract discussions. Failure to provide this information will not result in a Respondent being disqualified.

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 required to complete the rebate table(s) in **Annexure D** only for corridors they are bidding for as indicated in Section 4 (2.1) above.

b) Respondents are required to complete the cells (REBATES (C/L) with numeric South African cent/s values (Inclusive of VAT), no other wording will be accepted in the pricing schedule. Failure to do so may result in disqualification.

c) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.

d) 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.

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

e) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.

f) Prices are to be quoted on a delivered basis.

g) Respondents are required to ensure that the rebates quoted in their bid remain fixed for the duration of the contract. The fuel price component will continue to be adjusted in line with the regulated fuel pricing framework issued by the relevant authorities from time to time. [Not to be confused with bid validity period Section 2, clause 1]

YES	

1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

Respondents are to note that, on award of business, Transnet is required to publish the outcome of the RFP 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:

<table>
<tr><td colspan="6">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.</td></tr>
<tr><td colspan="6">Is the Respondent
(Complete with a "Yes" or "No")</td></tr>
<tr><td>A DPIP/FPPO</td><td></td><td>Closely Related to a DPIP/FPPO</td><td></td><td>Closely Associated to a DPIP/FPPO</td><td></td></tr>
</table>

<table>
<tr><td colspan="7">List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</td></tr>
<tr><td rowspan="2">No</td><td rowspan="2">Name of Entity / Business</td><td rowspan="2">Role in the Entity / Business
(Nature of interest/ Participation)</td><td rowspan="2">Shareholding %</td><td rowspan="2">Registration Number</td><td colspan="2">Status
(Mark the applicable option with an X)</td></tr>
<tr><td>Active</td><td>Non-Active</td></tr>
<tr><td>1</td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>3</td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
</table>

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 Service provider(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.

3. SERVICE LEVELS

3.1 An experienced national account representative(s) of the Service Provider is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

3.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.

3.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

3.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the measures contained in **Annexure F: Draft Service Level Agreement.** .

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

3.6 The Service provider must provide a telephone number for customer service calls.

3.7 Failure of the Service provider to comply with stated service level requirements after three (3) consecutive quarters, will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES		**NO**	

4. TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

4.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [**TCO**], which will reduce the overall cost of transportation Goods/Services and related logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

Accepted:

YES			**NO**	

If "yes", please specify details in paragraph 4.2 below.

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

____

____

5. SRM INPUT INTO THE ACQUISITION OF BULK FUEL SUPPLY AND SERVICES

5.1 STRATEGIC context AND SRM ALIGNMENT

Transnet has adopted a structured Supplier Relationship Management (SRM) programme guided by an enterprise-wide SRM Strategy. This initiative is aimed at fostering collaborative partnerships with key suppliers, anchored in performance, innovation, and long-term value. The SRM programme ensures that supplier engagements are governed through clear principles, frameworks, and measurable outcomes.

Within this context, the current RFP for the supply of Bulk Fuel and associated Services is of strategic significance due to its national operational footprint, high spend intensity, and direct dependency on uninterrupted fuel availability across Transnet's terminals, depots, rail operations, ports, and logistics facilities. As such, the successful Service Provider will be managed as a strategic supplier in accordance with the SRM Strategy, Supplier Interaction Guidelines, and associated governance frameworks. This will include enhanced accountability measures, structured governance interactions, and a deliberate focus on continuous improvement and service excellence throughout the contract lifecycle.

5.2 STRATEGIC SUPPLIER RELATIONSHIP VALUE REALISATION

Within the context of this RFP, the appointed Service Provider will be expected to align with the intent and principles of Transnet's Supplier Relationship Management (SRM) Strategy. The relationship will be built on a collaborative foundation that moves beyond transactional delivery and aims to unlock shared value across the contract lifecycle.

This includes a strong focus on cost competitiveness, security of supply, fuel quality compliance, logistics efficiency, safety performance, and responsiveness to evolving operational and market conditions. While Transnet will not disclose its full SRM Strategy, selected principles relevant to this contract such as strategic engagement, performance-based relationship management, and long-term value creation will guide the interaction model with the Service Provider.

The expectation is that the Service Provider will proactively contribute to strategic outcomes including reliable fuel availability, optimisation of fuel logistics and storage, improved consumption efficiency, enhanced safety and environmental compliance, and long-term financial sustainability across Transnet's Operating Divisions.

5.3 PERFORMANCE EXCELLENCE THROUGH STRUCTURED EVALUATION

Given the critical nature of fuel supply to Transnet's operations, the appointed Service Provider will be held accountable through the formal application of the Supplier Performance Management Framework (SPMF).

This framework mandates a structured and standardised evaluation methodology tied directly to contractual obligations such as supply reliability, on-time delivery, product quality compliance, safety adherence, turnaround times, and responsiveness across all supply points and Operating Divisions.

Quarterly performance reviews will be facilitated via digital dashboards, integrating metrics on supply continuity, stock levels, logistics performance, delivery accuracy, and cost management. Corrective action plans will be initiated where underperformance is identified, supported by clearly defined escalation protocols.

Transnet's Supplier Performance Management Tool must be utilised to track compliance in real time, promote transparency, and embed a culture of continuous improvement across all Operating Divisions nationally.

5.4 EMBEDDED SUPPLIER RISK GOVERNANCE

In alignment with Transnet's Supplier Risk Management Framework (SRMF), the Service Provider appointed under this Bulk Fuel Supply RFP will be contractually required to embed end-to-end supplier risk governance across all aspects of delivery.

This includes onboarding risk assessments covering financial sustainability, sourcing resilience, refinery and supply chain stability, logistics capability, environmental compliance, and reputational exposure, particularly given the operationally critical nature of fuel supply across Transnet.

Risk ownership will be embedded within contractual clauses, supported by live risk registers maintained and monitored throughout the contract lifecycle. Key risk elements such as supply disruptions, fuel price volatility, quality non-compliance, safety incidents, and dependency risks will be reviewed quarterly.

Transnet reserves the right to activate governance interventions should supplier risk thresholds be exceeded, with all outcomes traceable through structured audit trails in accordance with SRMF principles.

5.5 STRATEGIC SUPPLIER SEGMENTATION AND TIERING

Based on Transnet's Supplier Segmentation Model, the Service Provider appointed under this RFP will be formally classified within the Strategic Supplier Segment. This designation reflects the contract's high spend value, national footprint, operational criticality, and direct impact on operational continuity and logistics performance.

Suppliers in this segment are subject to elevated relationship management protocols, including executive-level oversight, cross-functional governance forums, and intensified collaboration requirements. Transnet's Supplier Segmentation Dashboard will be used to continuously monitor the supplier's classification, drawing from performance metrics, risk indicators, and commercial exposure.

The segmentation model ensures that governance structures, resource commitment, and strategic alignment remain proportionate to the supplier's impact, particularly in service categories where fuel availability and supply continuity are mission critical.

5.6 INNOVATION AND CONTINUOUS VALUE DELIVERY

Transnet's commitment to operational resilience, cost optimisation, and digital enablement requires that the appointed Service Provider deliver not only effective bulk fuel supply but also contribute meaningfully to innovation and continuous improvement across the contract lifecycle.

This includes the application of innovative supply chain solutions such as real-time fuel tracking, automated stock monitoring, data-driven demand forecasting, and advanced logistics optimisation tools that enhance supply reliability and efficiency.

Where applicable, the Service Provider will be expected to enable real-time visibility of fuel volumes, deliveries, consumption, and stock levels across Transnet operations. These capabilities should support interoperability with Transnet's future Integrated Fuel and Fleet Management System, without requiring bespoke system investments by Transnet.

Innovation initiatives and performance insights such as fuel consumption optimisation, loss reduction, improved delivery efficiency, and Total Cost of Ownership (TCO) reduction must be tabled during quarterly governance forums and assessed against agreed performance metrics. All proposals must align with Transnet's operational objectives and continuous improvement agenda embedded within the SRM Strategy and SPMF.

5.7 STRUCTURED CONTRACT MANAGEMENT AND GOVERNANCE MODEL

This RFP sets out the governance requirements under which the appointed Service Provider must operate, aligned with Transnet's SRM Framework and Contract Management Standards.

The Service Provider will be required to maintain sufficient operational, logistical, and system-support capacity to ensure effective delivery of bulk fuel supply across all designated sites and Operating Divisions. Governance engagement with Transnet stakeholders must be conducted through agreed structures, including operational working groups and quarterly Steering Committee meetings.

Performance, risk exposure, supply stability, and financial health will be reviewed regularly, with escalation protocols activated in line with contractual requirements and Annexure F. This governance model ensures accountability, enables early risk detection, and facilitates corrective interventions before operational or supply failures become systemic.

5.8 PARTNERSHIP-BASED COLLABORATION MODEL

Consistent with the intent of this RFP and grounded in Transnet's Supplier Interaction Guidelines, the relationship with the Service Provider must evolve into a strategic partnership.

This is particularly critical in the fuel category, where operational realities such as demand variability, logistics constraints, and market fluctuations require collaborative planning, adaptive supply strategies, and joint problem-solving.

The Service Provider will be expected to actively support demand forecasting, supply planning, stock replenishment strategies, emergency response planning, and site-specific optimisation initiatives.

The Service Provider must function not as a transactional vendor, but as a long-term operational partner, ensuring uninterrupted supply and enabling performance improvement across all Transnet Operating Divisions.

5.9 CAPABILITY UPLIFTMENT AND SKILLS TRANSFER

Given the national scope and operational importance of bulk fuel supply, the appointed Service Provider will be required to support capability upliftment and skills development within Transnet.

This includes structured engagements, operational training, joint planning sessions, and knowledge-sharing initiatives covering fuel handling, storage management, safety protocols, environmental compliance, and consumption monitoring. Emphasis must be placed on empowering operational teams and site personnel to effectively manage fuel usage and associated risks.

Skills transfer outcomes will be reviewed through quarterly performance and governance engagements and reflected within Transnet's supplier performance evaluations. This approach supports operational resilience, reduces dependency over time, and strengthens Transnet's internal capability in line with SRM maturity objectives.

6. 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:

6.1 Quality and specification of Goods/Services delivered:

____

____

6.2 Continuity of supply:

____

____

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

____

____

6.4 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: _____________________________________

EMAIL ADDRESS:____________________________________

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

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity:

____

Facsimile: ____

Address: ____

____

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

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

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

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

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

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

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

____

____

____

RETURNABLE DOCUMENTS

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

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

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

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4: Pricing and Delivery Schedule	
Annexure D: Pricing Schedule	
Completed, together with all required supporting documentation, as stipulated in **Annexure A:** Technical Pre-Qualification	

b) Returnable Documents Used for Scoring

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

RETURNABLE DOCUMENTS USED FOR SCORING	**SUBMITTED [Yes or No]**
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements (30% Sub-Contracting) as stipulated in Section 9 of this RFP. **Paragraph 7 of Section 9 must be completed.**	
ANNEXURE B: Technical Evaluation Criteria/ Questionnaire with All Evidence/Supporting Documents per evaluation criteria.	
Valid proof of Respondent's compliance to Specific Goal requirements stipulated in Section 9 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	

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:

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 1: SBD1 Form	
SECTION 2: Notice to Bidders	
SECTION 3: Background, Overview and Scope of Requirements	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: Certificate of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 8: RFP Clarification request form	
SECTION 9: Specific Goals Points Claim Form	
SECTION 10: Job Creation Schedule	
SECTION 11: SBD5	
SECTION 12: Protection of Personal Information	
SECTION 13: Protection of Personal Information Operator	
ANNEXURE C: Transnet Site List	
ANNEXURE E: Draft Master Agreement	
ANNEXURE F: Draft Service Level Agreement	
ANNEXURE G: Transnet's General Bid Conditions	
ANNEXURE H: Transnet's Supplier Integrity Pact	
ANNEXURE I: Non-Disclosure Agreement	
ANNEXURE J: Supplier Declaration Form	
ANNEXURE K: TRANSNET E-TENDER "HOW TO GUIDE"	
Valid Public Liability Insurance Certificate	
Valid Goods-in-Transit Insurance Certificate	
Letter confirming the existence of a Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP)	

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: ______________________________________
EMAIL ADRESS: ______________________________________

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:

ANNEXURE E: Draft Master Agreement
ANNEXURE F: Draft Service Level Agreement
ANNEXURE G: Transnet's General Bid Conditions
ANNEXURE H: Transnet's Supplier Integrity Pact
ANNEXURE I: Non-Disclosure Agreement
ANNEXURE J: Supplier Declaration Form and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading "Existing vendors".

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.

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]

______________________________ ______________________________

Respondent's Signature Date & Company Stamp

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 interest[1] in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

13.2.1. If so, furnish particulars:

………………………………………………………………………………….

………………………………………………………………………………….

[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.

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

13.3.1. If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

14 DECLARATION

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

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

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

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

14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector

[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.

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 8: RFP CLARIFICATION REQUEST FORM

RFP No: TCC/2025/09/0002/106003/RFP

RFP deadline for questions / RFP Clarifications: Before 23:00 pm on **19 August 2026**

TO:	Transnet SOC Ltd
ATTENTION:	Mthokozisi Nkosi
EMAIL	[Mthokozisi.Nkosi@transnet.net]
DATE:	____
FROM:	____
	____

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

REQUEST FOR RFP CLARIFICATION

____
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SECTION 9: SPECIFIC GOALS POINTS CLAIM FORM

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

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

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1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

(a) Price;

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

(c) Any other specific goal determined in Transnet preferential procurement policy.

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

	POINTS
PRICE	**90**
SPECIFIC GOALS: - **B-BBEE STATUS LEVEL OF CONTRIBUTION (Level 1-2)**	**3**
30% subcontracting to EMEs and or QSEs that are 51% Black Owned	**7**
Total points for Price and Specific Goals must not exceed	**100**

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

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

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic

Empowerment Act;

(d) **"Ownership"** means 51% black ownership

(e) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(i) **"Price"** includes all applicable taxes less all unconditional discounts.

(j) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

(k) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(l) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

(m) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps	=	Points scored for comparative price of bid under consideration
Pt	=	Comparative price of bid under consideration
Pmin	=	Comparative price of lowest acceptable bid

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

4. EVEDINCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
The promotion of supplier development through sub-contracting for a minimum of 30% of the value of a contract to South African Companies which are: I. EMEs and/or QSEs who are 51% black-owned	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

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

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

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

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

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

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

8.2 VAT registration number:……………………………………….…………………………………

8.3 Company registration number:…………….……………………….…………………………….

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

………
……

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer

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

[*TICK APPLICABLE BOX*]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES 1. …………………………………….. 2. …………………………………….	………………………………………. SIGNATURE(S) OF BIDDERS(S) DATE: ………………………………….. ADDRESS…………………………………..

SECTION 10: JOB-CREATION SCHEDULE

(Please ensure that you return this schedule with your bid submission)

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

Note that this undertaking is not required if a NIPP obligation is applicable to a Respondent's bid as indicated in Section 12. **Respondents are required to indicate below whether the NIPP obligation is applicable to their bid:**

YES			**NO**	

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

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

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

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

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

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

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

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

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

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

Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

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

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

SECTION 11: SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

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

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

or

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

or

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

or

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

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

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

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

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

4. PROCESS TO SATISFY THE NIPP OBLIGATION

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

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

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

Bid number ……………………………….. Closing date: ……………………………

Name of bidder………………………………………………………………………………

Postal address ………………………………………………………………………………

………………………………………………………………………………

Signature………………………………….. Name (in print)…………………………..

Date………………………………………..

SECTION 12: 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/inforeg/, click on contact us, click on complaints.IR@justice.gov.za

SECTION 13: PROTECTION OF PERSONAL INFORMATION (For Operator Contract only)

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. 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. The Operator will process all information by the Transnet 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 of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (Respondent) and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party 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 Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
8. The Operator 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 the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , 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 Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.

10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

    The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:

YES		**NO**	

13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to 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 Transnet submitted to it.

Signature of Respondent's authorised representative: ___________________________

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