

Transnet Corporate Centre

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP]

FOR THE PROVISION OF TRANSACTIONAL ADVISORY SERVICES FOR THE DISPOSAL OF TRANSNET PROPERTIES (NON-CORE) ON AN "MONTH-TO-MONTH" BASIS FOR A MAXIMUM PERIOD OF TWELVE (12) MONTHS.

RFP NUMBER	TCC/2025/05/0001/95346/RFP
ISSUE DATE:	02 JULY 2025
CLOSING DATE:	25 JULY 2025
CLOSING TIME:	15:00 CAT
BID VALIDITY PERIOD:	180 Business Days from Closing Date

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

SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1: SBD1 FORM.....	3
SECTION 2 : NOTICE TO BIDDERS	5
1 INVITATION TO BID.....	5
2 FORMAL BRIEFING.....	6
3 PROPOSAL SUBMISSION.....	6
4 RFP INSTRUCTIONS	7
5 JOINT VENTURES OR CONSORTIUMS	7
6 COMMUNICATION (CLARIFICATIONS AND COMPLAINTS).....	8
7 CONFIDENTIALITY	8
8 COMPLIANCE	8
9 EMPLOYMENT EQUITY ACT	8
10 DISCLAIMERS	9
11 LEGAL REVIEW	10
12 SECURITY CLEARANCE	10
SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS	11
SECTION 4: PRICING AND DELIVERY SCHEDULE	25
SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS.....	29
SECTION 6: RFQ DECLARATION CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM WITH RFP.....	33
SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM	34
SECTION 8: RFP CLARIFICATION REQUEST FORM.....	38
SECTION 9 : SPECIFIC GOALS POINTS CLAIM FORM.....	39
SECTION 10: PROTECTION OF PERSONAL INFORMATION	44
SECTION 11: LIST OF RETURNABLE SCHEDULES	46

RFP ANNEXURES:

ANNEXURE A: MASTER AGREEMENT

ANNEXURE B: TRANSNET'S GENERAL BID CONDITIONS

ANNEXURE C: TRANSNET'S SUPPLIER INTEGRITY PACT

ANNEXURE D: NON-DISCLOSURE AGREEMENT

ANNEXURE E: JIEPS

**RFP FOR THE PROVISION OF TRANSACTIONAL ADVISORY SERVICES FOR THE DISPOSAL OF
TRANSNET PROPERTIES (NON-CORE) ON AN "MONTH-TO-MONTH" BASIS FOR A MAXIMUM PERIOD OF
TWELVE (12) MONTHS**

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PROPERTY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TCC/2025/05/0001/95346/RFP	ISSUE DATE:	02-Jul-25	CLOSING DATE:	25-Jul-25	CLOSING TIME:	15:00
DESCRIPTION	FOR THE PROVISION OF TRANSACTIONAL ADVISORY SERVICES FOR THE DISPOSAL OF TRANSNET PROPERTIES (NON-CORE) ON AN "MONTH-TO-MONTH" BASIS FOR A MAXIMUM PERIOD OF TWELVE (12) MONTHS						
BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS							
<p>(please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):</p> <p>https://transnetetenders.azurewebsites.net</p>							
BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:							
CONTACT PERSON	Deon Tobias						
TELEPHONE NUMBER	011 308-1130						
E-MAIL ADDRESS	Deon.Tobias@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	<input type="checkbox"/> Yes <input type="checkbox"/> No		OR	BBEE STATUS LEVEL SWORN AFFIDAVIT			
If Yes, Who was the Certificate issued by?							
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)					
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)					
	<input type="checkbox"/>	A REGISTERED AUDITOR					
		NAME:					
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]							

Respondent's Signature

Date & Company Stamp

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
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
<p>1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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/.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

Respondent's Signature

Date & Company Stamp

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

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

DESCRIPTION	The provision of transactional advisory services for the disposal of Transnet Properties (NON-CORE) on an "month-to-month" basis for a maximum period of twelve (12) months [Services]
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> Click on "Tender Opportunities"; Select "Advertised Tenders"; In the "Department" box, select Transnet SOC Ltd. <p>Once the tender has been in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net (</p>
COMMUNICATION	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
BRIEFING SESSION	<p>Yes –Non-compulsory</p> <p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: Deon.Tobias@transnet.net</p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session.</p> <p>Refer to paragraph 2 for details.</p>
CLOSING DATE	<p>15:00 on 25 July 2025.</p> <p>Bidders must ensure that bids are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration.</p> <p>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.</p>

	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.
VALIDITY PERIOD	<p>180 Business Days from Closing Date</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>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.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>

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

2 FORMAL BRIEFING

A non-compulsory RFP briefing will be conducted virtually via **Microsoft Teams** on **11 July 2025**, at 11:00 for a period of ± 2 hours. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

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.

3 PROPOSAL SUBMISSION

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

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

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

the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.

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

4 RFP INSTRUCTIONS

- 4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

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

- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to

a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

6 COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)

- 6.1 For specific clarification relating to this RFP, an RFP Clarification Request Form should be submitted to **Deon Tobias** before 16:00 on **14 July 2025** substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 6.2 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.
- 6.3 After the closing date of the RFP, a Respondent may only communicate with the **Deon Tobias** (BEC chairperson), at telephone number 011 308 1130, email Deon.Tobias@transnet.net on any matter relating to its RFP Proposal.
- 6.4 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.5 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.
- 6.6 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.
- 6.7 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

7 CONFIDENTIALITY

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

8 COMPLIANCE

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

9 EMPLOYMENT EQUITY ACT

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

10 DISCLAIMERS

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

- 10.1 modify the RFP's Goods/Services;
- 10.2 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.3 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.4 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;
- 10.5 cancel the bid process;
- 10.6 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;
- 10.7 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.8 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;
- 10.9 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;
- 10.10 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.
- 10.11 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.
- 10.12 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.

11 LEGAL REVIEW

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

12 SECURITY CLEARANCE

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

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

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



Email: Transnet.Reportit@outlook.com

Toll free: 0800 003 056

SMS: 0637867403

Please Call Me number: *120*0637867403

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

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Transnet Property (hereinafter referred to as Property), a division of Transnet, is the custodian of the commercial, industrial and residential property portfolio, with the Investment Property (IP) portfolio growing to R10.1 billion in 2024. The division is responsible for maximising value for Transnet through the development, leasing and sale of property related assets. The revenue sources for the division are leases with external and internal tenants occupying its properties and from monetising expertise in the field of asset management, which encompasses property development, property management, facilities management and other specialised services.

The portfolio excludes properties that are essential for continuous rail and port logistics operations and the regulated properties, which are under direct management of the Transnet National Ports Authority.

The historic poor financial performance of the division results from high operating costs and the inability to attract and retain good tenants because of the aged and inadequately maintained portfolio due to limited access to capital. To address this underperformance of Transnet's property portfolio, initiatives identified emphasise the execution of strategic investments on targeted assets to realise sustainable and market-related commercial returns and make a positive contribution to Transnet.

Property adopted a self-funding element to be achieved through the completion of several disposal transactions of non-core properties, particularly within the residential portfolio which includes houses, hostels, lodges and line camps, among other properties. Apart from optimising the property portfolio, disposals present a quick-win opportunity for Property to raise the much-needed cash injection and to reduce its property related costs. The sale of the residential portfolio could generate a saving of about R100m per annum in holding costs.

However, Property has struggled to make significant progress with the disposal of the non-core portfolio in the recent past mainly due to inflexible disposal guidelines, poor market response and delays experienced when municipalities impose conditions such as property subdivision. In 2024/25 Property embarked on various activities to fast-track these disposals, including: obtaining Shareholder approval for the sale of properties via auction; appointing panels of auctioneers and property practitioners; and engaging various municipalities to explore ways to accelerate processes that have historically delayed the disposal processes such as municipal approvals for subdivision, consolidation, rezoning, environmental studies and rates clearance.

In accordance with the Government Guarantee Conditions Framework signed in December 2023, Transnet is required to divest its non-core property portfolio and other non-core assets. In order to facilitate the implementation of the guarantee conditions, the Transnet Board (in February 2025) has approved the development of a strategic plan for the full implementation of the disposal of the non-core property portfolio.

The services of a specialist property transaction advisor are thus sought to assist Transnet to develop a strategic plan encompassing alternative options to achieving this outcome.

The non-core property disposal strategy should enable management to consider alternative options for facilitating the disposal and should also provide a detailed implementation plan for both short- and medium-term actions to achieve the intended outcomes, whilst attracting market value, in as shortest time as is reasonable.

2 EXECUTIVE SUMMARY

The purpose of appointing Transaction Advisors (TA) is for the TA to assist Transnet with the following:

- Providing options for the disposal of Transnet Property (the scope of which will exclude regulated properties under the National Ports Act and regulated properties under Transnet Rail Infrastructure Manager);
- Undertaking a feasibility study including evaluation of options towards the divestment/disposal of the Property division or of property groupings within the division;
- Recommending an optimal transaction strategy and structure that will maximise the returns to Transnet whilst minimising risk exposure and achieving the outcome in as short a time as is realistic; and
- Canvassing the market as to potential structure/s and/or mechanism/s for the disposal of property assets.

3 SCOPE

The overall scope of work must be undertaken in compliance with government regulations, such as Section 54 of the Public Finance Management Act (PFMA) and the Transnet Framework for Joint Investment and External Partner Selection (JIEPS), which forms part of '**Annexure E**', and the associated guiding principles, procedures and delegation of authority. The TA is required to familiarise themselves with these processes in understanding the scope of work for this service request. The transaction advisor would be expected to deliver in terms of a combined Stages 1 and 2 of the JIEPS framework.

The TA will be required to assist Transnet with the preparation of a feasibility study that provides options for the disposal of the division, which may include the disposal of the division as an incorporated entity, the establishment of a Real Estate Investment Trust (REIT), piecemeal disposal of property or the disposal of groupings of properties by alternative means. Additionally, the feasibility study must outline a structured process for managing the future of residual staff within the property division, ensuring alignment with regulatory requirements, labour relations frameworks, and best practices for workforce transition.

The TAs will be expected to prepare a Feasibility Study that will include preparation of the financial model(s), business case, transaction strategy, transaction structure and transaction parameters (e.g., funding, equity percentage shareholding, price, valuation of equity or quasi-equity instruments, governance, and treatment of Transnet property/asset base) and where necessary a negotiation strategy. The business case and financial model should clearly set out how the strategy will attain value for money for Transnet.

The final report will be a Feasibility Study that will include the Business Case, an assessment report on the properties and the selected options for disposal, including the evaluation criteria.

The intended objectives of this transaction are summarised below:

- Maximization of financial returns for Transnet.
- Efficient and transparent divestment/disposal of the property division.
- Compliance with relevant regulatory and legal frameworks.
- Minimization of operational and reputational risks.
- Structured stakeholder engagement and communication throughout the process.
- A structured process for determining the future of staff within the property division.

Transnet expects the service provider to address the following aspects as part of the deliverables outlined for this assignment:

3.1 Solution Development and Options Analysis

- 3.1.1. Solution development will focus on non-core properties only and consider options for achieving the most effective outcome from the disposal process, including; conducting a detailed analysis of Property division property portfolio, validating the classification and categorisation of the split between core and non-core property, including benchmarking of portfolio performance against local market trends and consideration for highest and best use of the portfolio.
- 3.1.2. Conduct an indicative business valuation for the non-core component of the property division, using acceptable valuation techniques and methodologies, and justify the assumptions supporting the valuation.
- 3.1.3. Identification and consideration of appropriate options towards the achievement of the transaction objectives – including but not limited to – options for corporatisation (listed or unlisted REIT structure, Initial Public Offering (IPO) or similar), selling individual properties in blocks and/or undertaking a joint investment transaction with the private sector.
- 3.1.4. Conduct a detailed assessment of each option to identify the requirements, advantages and disadvantages including, but not limited to:
 - Value for money analysis and financial viability
 - Benefits identification and differences between different options and the status quo.
 - Identification of potential target market and requirements
 - Assessment of risks and possible mitigations
 - Evaluation of market trends, demands and investor appetite
 - Quantification of probable transaction costs and transaction taxes
 - Legal and regulatory considerations
 - Options for the treatment of employees within the division
 - Possible transformation and/or BBBEE participation opportunities
 - Transnet's future role (if any) in each of the options considered.
- 3.1.5. Recommend the optimal transaction strategy to meet Transnet's stated objectives.
- 3.1.6. Highlight and provide advice on the possible exit strategies available to Transnet through the transaction process and highlight the risks and benefits of each of these strategies, where applicable.

Feasibility Study, Due Diligence and Business Case

- 3.1.7. Develop financial models to assess the options and present the optimal solution.

- 3.1.8. For the preferred option, conduct a feasibility study to determine the viability of the proposed divestment transaction by Transnet that will generate maximum returns.
- 3.1.9. Develop options for divestment of the Property division, including the assets therein, highlighting benefits and risks.
- 3.1.10. Undertake a due diligence of the non-core property portfolio based on Transnet's property register and valuation reports.
- 3.1.11. Develop a financial model to assess the long-term sustainability and profitability of the transaction.
- 3.1.12. Perform a value for money analysis for the different options to divest from non-core properties, which assesses the financial viability, including a quantitative and qualitative assessment of the benefits and differences between the proposed disposal and the status quo.
- 3.1.13. Identify human resources, systems, social and environmental issues and requirements.
- 3.1.14. Identify options to fast-track the disposal with the risks of this approach being clearly articulated.

3.2 Transaction Strategy, Structure and Partner Selection Plan

- 3.2.1. Based on the recommended solution, define the Transaction strategy and objectives.
- 3.2.2. Develop a detailed divestment strategy, including recommendations on transaction parameters and strategy for attracting the public and private sector.
- 3.2.3. Identify the risks in the transaction strategy and the proposed risk transfer approach, which includes outlining the transfer of risks to the external partner and a clear articulation of those to be retained by Transnet, where applicable. This should include mitigations for the risks identified.
- 3.2.4. Provide a recommendation on the key transaction parameters to be included in the transaction agreements.

3.3 Legal and Regulatory

- 3.3.1. Identify the legal and regulatory requirements noting that the scope for the legal and regulatory workstream will be undertaken by Transnet. The transaction advisor is expected to work closely with the Transnet Team to ensure that the legal and regulatory requirements for this assignment are identified and addressed.
- 3.3.2. Review of property and lease register related to the properties, identify and address any legal encumbrances or restrictions.
- 3.3.3. Ensure compliance with applicable laws, including procurement regulations and property transfer laws.

3.4 Valuation of Properties

- 3.4.1. Review the latest independently performed property valuation reports.

- 3.4.2. Analyse financial implications and optimize the options to gain the greatest return value for Transnet.
- 3.4.3. Include the property valuations findings in the financial models and sensitivity analysis, to support the proposed divestment strategy.
- 3.4.4. Valuation of properties to be conducted in such a manner that value maximization is achieved for the purposes of achieving Transnet long term sustainability.
- 3.4.5. The ability to unlock value through innovative approaches such as land repurposing, development packaging, and lease-back models.

3.5 Risk Assessment

- 3.5.1. Conduct a detailed risk assessment of the disposal process and recommend appropriate remedial and mitigation actions.
- 3.5.2. Identify reputational risk and benefit and the impact of the disposal process on Transnet as a brand.

3.6 Transaction execution and procurement process

- 3.6.1. Recommend the strategy and structure for the transaction process (based on the preferred option identified), in conjunction with the legal advisers, and ensure cognisance is taken of the following:
 - Requirement for open, transparent, competitive processes (particularly in light of Section 217 of the Constitution)
 - Protection of Transnet's commercial information while providing potential bidders with sufficient information to prepare a binding offer in response to the Request for Proposal
 - Compliance with PPPFA and PFMA regulations and other relevant legislation
 - Whether the principal area of competition is price, technical expertise, prior experience or other qualifications.
 - Other considerations which would impact on an appropriate selection method.
- 3.6.2. Outline key attributes of a potential Acquirer and identify the number of potential acquirers.
- 3.6.3. Develop and recommend evaluation criteria for the procurement process, ensuring the selection of the right Acquirer in terms of size and financial performance and ensuring a strategic fit for the concession.

4 DELIVERABLES

The anticipated deliverables for this assignment are summarised below.

- 4.1. Comprehensive project plan with timelines, milestones, and resource requirements.
- 4.2. Non-core disposal strategy, including options, feasibility study and business case and incorporating:
 - 4.2.1. Detailed portfolio and market analysis, including benchmarking in terms of the local property market.

- 4.2.2. Disposal strategy including options, transaction structure, and transaction parameters (e.g., equity percentage holding, price, governance, treatment of licenses and permits).
- 4.2.3. Assessment report on the property portfolio (Transnet's valuation reports may be utilised for this purpose).
- 4.3. Detailed Financial Model/s for each option considered, with valuation report supported by three interlinked financial statements (income statement, balance sheet, cash flow statement) financial model in Excel format.
- 4.4. Acquirer Selection Plan and Evaluation Criteria.
- 4.5. Risk register, in Excel format, for tracking and appropriate mitigation/consideration for issues/risks identified; this should be updated continuously as project risks are identified.

5 AVAILABLE INFORMATION AND REPORTS

Transnet will provide the following information to the successful bidder:

- 5.1. Corporate documents as may be required.
- 5.2. Property portfolio and individual property information.
- 5.3. Recent valuation reports.
- 5.4. Lease information as may be required.
- 5.5. Most up to date property register.

6 GREEN ECONOMY / CARBON FOOTPRINT

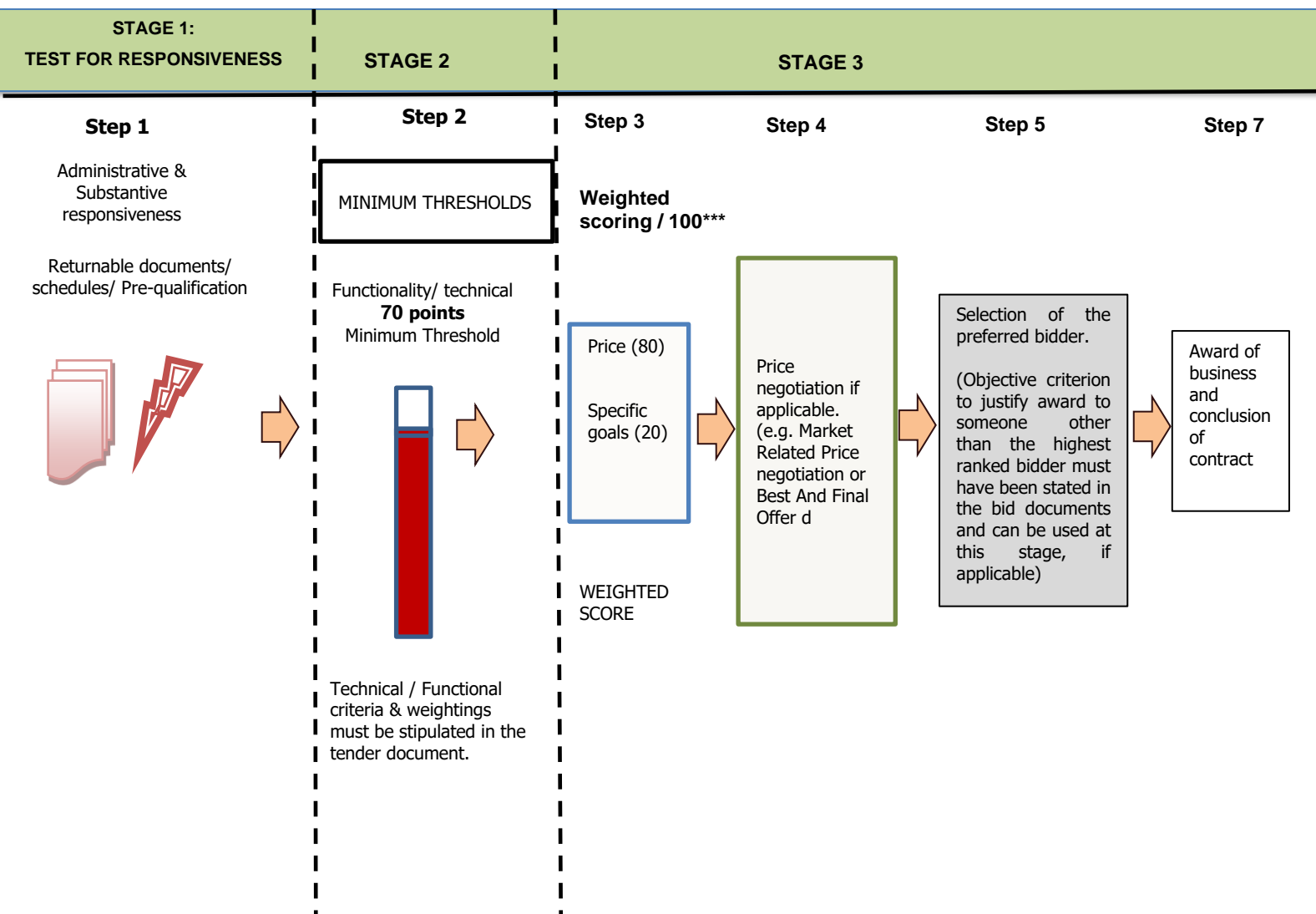
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

7 GENERAL SERVICE PROVIDER OBLIGATIONS

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

13 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred 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).

7.3 STEP ONE: Test for Administrative and Substantive Responsiveness

The test for administrative responsiveness will include the following:

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

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<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met. 	<i>All sections including Section 2 paragraphs, 2.2, 6, 11.2, General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>

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

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7.4 STEP TWO: Minimum Threshold 70 points for Technical Criteria

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

Technical Evaluation Criteria	Description	Points Weightings	Acceptable Evidence	Scoring guideline/ methodology
1. Relevant Company Industry Experience & Process Experience.	<ul style="list-style-type: none"> Demonstrated track record of successful advisory services in all the following three (3) areas: <ul style="list-style-type: none"> property disposal; real estate portfolio disposal; and real estate transaction structuring; Preferably within public-sector, state-owned enterprises or government institutions; 	20	<ul style="list-style-type: none"> Company profile. Project reference letter from previous client (Signed, letter head and client must be contactable; Letter to address the three (areas) indicated in the "Description" column. Project completion certificate; Summary of projects with client name, project description, dates, scope, and outcomes; Contract award letter (s); 	<ul style="list-style-type: none"> No relevant experience = 0 Experience with only <u>one (1)</u> relevant project) = 4 points. Experience with <u>two (2)</u> relevant projects = 8 points. Experience with <u>three (3)</u> relevant projects including non-core asset disposal = 12 points. Experience with more than <u>three (3)</u> relevant projects including non-core asset disposal = 15 points. Experience in <u>either</u> public-sector, state-owned enterprises or government institutions – 5 points.
2. Scale and Complexity of Property Disposals	<ul style="list-style-type: none"> Demonstrated experience managing large portfolios by value and volume, Firm must show evidence of <ul style="list-style-type: none"> Handling portfolios valued at R 3.5 billion or more; and Involving 10,000 or more individual properties. <i>Complexity must include multiple asset type, regulatory issues, geographic spread etc.</i> 	15	<ul style="list-style-type: none"> Portfolio summaries showing total number of properties handled and total asset value. Client attestations or signed letters verifying scale (R3.5bn+/10,000+ properties) 	<ul style="list-style-type: none"> No evidence = 0 Either value \geq R3.5 bn or volume \geq 10 000 properties = 7.50 Both \geq R 3.5 bn and >10 000 properties = 15

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Technical Evaluation Criteria	Description	Points Weightings	Acceptable Evidence	Scoring guideline/ methodology
3. Personnel/ Resources Experience	<ul style="list-style-type: none"> Demonstrate capabilities and capacity to deliver on the scope of the project. Bidder to provide list of critical personnel to execute the scope of work. Minimum Team composition: <ul style="list-style-type: none"> Project Lead/ Manager; Business Analyst; Financial Analyst; and Legal Associate Requirements for Team: <ul style="list-style-type: none"> Certified Proof of: <ul style="list-style-type: none"> Qualifications; Professional Certification; and Detailed CV. 	15	<ul style="list-style-type: none"> CV' of personnel/ resources to be assigned to execute this project; Certified copies of Qualifications & Certification. Failure to submit all three (3) of these requirements, will result in a score of zero (0). 	<ul style="list-style-type: none"> Less than 2 years' experience = 0 ≥ 2 and < 6 years' experience with all three requirements = 6 points (1.5 per team member as specified under "Description") 6 – less ten 10 years with all three requirements – 8 points (2 per team member as specified under "Description"). ≥ 10 years with all three requirements = 15 points (3.75 per team member as specified under "Description").
	<ul style="list-style-type: none"> Project Organigram Organigram should as a minimum have the following resources, clearly indicating reporting structures: <ul style="list-style-type: none"> Project Lead/ Manager; Business Analyst; Financial Analyst; and Legal Associate 	10	<ul style="list-style-type: none"> Project Organigram signed off by Company Chief Executive/ Director. 	<ul style="list-style-type: none"> No or unsigned organigram = 0 Organigram as per requirement = 10
4. Method Statement & Project Plan	<ul style="list-style-type: none"> Demonstration of how the scope of this project will be approach, plan of action and execution, addressing below points as per <i>the Scope of Works</i>. <ul style="list-style-type: none"> Solution Development and Options Analysis; 	30	<ul style="list-style-type: none"> Detailed Project Method Statement 	<ul style="list-style-type: none"> Addresses Less than 4 requirements = 0 Addresses only 4 requirements = 10

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Technical Evaluation Criteria	Description	Points Weightings	Acceptable Evidence	Scoring guideline/ methodology
	<ul style="list-style-type: none"> Transaction Strategy, Structure and Partner Selection Plan; Legal and Regulatory; Valuation of Properties; Risk Assessment; Transaction execution and procurement process 			<ul style="list-style-type: none"> Addresses only 5 requirements = 20 Addresses all 6 requirements = 30
	<ul style="list-style-type: none"> Comprehensive project plan with timelines, milestones, and resource requirements. 	10	<ul style="list-style-type: none"> Project Plan/ Schedule aligned to the above submitted Method Statement, clearly stating timelines and Resource allocations 	<ul style="list-style-type: none"> No Project Plan/Schedule submitted or not aligned to submitted Project Methodology = 0 Level 3 Schedule Aligned to Submitted Method Statement with timelines and Resource Allocations. = 10
Total Weighting:		100		
Minimum qualifying score required:		70		

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*Respondents must complete and submit **Section 11 which** includes **Technical Evaluation Schedules**. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to these Schedules.*

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 Two] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

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7.5 STEP THREE: Evaluation and Final Weighted Scoringa) **Price Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>
• Disbursements	<i>Section 4</i>

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

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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 20 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.

7.6 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

7.7 STEP FOUR : Price Negotiations (if applicable)

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

- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

7.8 STEP FIVE : Objective Criteria (if applicable)

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

- Skills Transfer and Capacity Building for Transnet;
- Impact on Transnet's Return On Investment;
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market;
- the bidder:
 - is undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - has the legal capacity to enter into the contract
 - is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - complies with the legal requirements, if any, stated in the tender data.

7.9 STEP SIX: 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

Respondents are required to complete the table below:

Item No	Description of Item	Unit	Quantity	TOTAL PRICE OF ITEM [ZAR]
1	Solution Development and Options Analysis.	AU	1	
2	Feasibility Study, Due Diligence, and Business Case	AU	1	
3	Transaction Strategy, Structure and Partner Selection Plan	AU	1	
4	Legal and Regulatory Alignment	AU	1	
5	Valuation of Properties	AU	1	
6	Risk Assessment	AU	1	
7	Transaction Execution and Procurement Process	AU	1	
8	Disbursements other than what is stated in c). below.			
TOTAL PRICE, exclusive of VAT:				
VAT 15% (if applicable)				
Conditional Discount(s)				
Total Inclusive of VAT (where applicable)				

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

Notes to Pricing:

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

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Disbursements will be remunerated at cost as per below:
 - (i) Air Travel: Economic Class travel only;
 - (ii) Road Travel: As per approved Automobile Association of South Africa (AA) rates per Km.
 - (iii) Accommodation: Maximum three (3) star rated hotel or Bed and Breakfast.
- d) Any disbursement not specifically priced for will not be considered/accepted by Transnet.

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- e) 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.
- a) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- f) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- b) Delivery lead time calculated from date of receipt of Letter of Award (LOA): _____ months.
- g) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

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

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

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

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

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

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

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

Is the Respondent

(Complete with a "Yes" or "No")

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

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

14 "AS AND WHEN REQUIRED" CONTRACTS

- 1.1 Purchase orders will be placed on the Service provider(s) from time to time as and when Goods/Services are required.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 4 [*Pricing and Delivery Schedule*]
- 1.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:
- 1.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays.

2. SERVICE LEVELS

- 2.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 2.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 2.3 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.
- 2.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

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

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

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

Acceptance of Service Levels:

YES	
------------	--

NO	
-----------	--

3. RISK

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

3.1 Quality and specification of Goods/Services delivered:

3.2 Continuity of supply:

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

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____

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

carrying on business trading/operating as _____

represented by _____

in my capacity as _____

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

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

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

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

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

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods/Services within 1 [one] month 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.

Respondent's Signature_____
Date & Company Stamp

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)

Respondent's Signature

Date & Company Stamp

RETURNABLE DOCUMENTS

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

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

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

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4 : Pricing and Delivery Schedule	

b) Returnable Documents Used for Scoring

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

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
SECTION 11: S11.1-01 Evaluation Schedule: Relevant Company Industry Experience & Process Experience.	
SECTION 11: S11.1-02 Evaluation Schedule: Scale and Complexity of Property Disposals	
SECTION 11: S11.1-03 Evaluation Schedule: Personnel/ Resources Experience	
SECTION 11: S11.1-03.1 Evaluation Schedule: Project Organigram	
SECTION 11: S11.1-04 Evaluation Schedule: Method Statement	
SECTION 11: S11.1-04.1 Evaluation Schedule: Project Plan.	
Valid proof of Respondent's compliance to Specific Goals 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:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
Section 1: SBD1 Form	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 11: Joint Venture Agreement (<i>if applicable</i>)	
SECTION 11: TAX Compliance Status PIN	
SECTION 11: Proof of CSD Registration	
ANNEXURE A: MASTER AGREEMENT	
ANNEXURE B: TRANSNET'S GENERAL BID CONDITIONS	
ANNEXURE C: TRANSNET'S SUPPLIER INTEGRITY PACT	
ANNEXURE D: NON-DISCLOSURE AGREEMENT	
ANNEXURE E: FOR JOINT INVESTMENT AND EXTERNAL PARTNER SELECTION (JIEPS)	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date & Company Stamp

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

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

1	Transnet's General Bid Conditions
2	Master Agreement attached
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Specifications attached to this RFP

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

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

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

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

Respondent's Signature

Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

We hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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 interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

YES/NO

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

13.2.1. If so, furnish particulars:

.....
.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....
.....

14 DECLARATION

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

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

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

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

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

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20__

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

SECTION 9 : SPECIFIC GOALS POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTION ((1 or 2)	10
BLACK OWNED EME'S AND QSE'S (51%)	10
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-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (k) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (l) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (m) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	10
Black Owned EME's and QSE's (51%)	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

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
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate

- 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 .]
EME³	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)
- 6.2 Black Owned EME's and QSE's (51%): . = (maximum of 10 points)
- 6.3

(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

- Y Partnership/Joint Venture / Consortium
- Y One person business/sole propriety
- Y Close corporation
- Y Company
- Y (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

- Y Manufacturer
- Y Supplier

- Y Professional Service provider
 Y 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: PROTECTION OF PERSONAL INFORMATION (For normal contract)

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

Respondent's Signature

Date & Company Stamp

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 10A: PROTECTION OF PERSONAL INFORMATION (For Operator Contract)

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 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	
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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/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

SECTION 11: LIST OF RETURNABLE SCHEDULES**S11. List of Returnable Documents****11.1. These schedules will be utilised for technical evaluation purposes:**

- S11.1-01 **Evaluation Schedule:** Relevant Company Industry Experience & Process Experience.
- S11.1-02 **Evaluation Schedule:** Scale and Complexity of Property Disposals
- S11.1-03 **Evaluation Schedule:** Personnel/ Resources Experience
- S11.1-03.1 **Evaluation Schedule:** Project Organigram
- S11.1-04 **Evaluation Schedule:** Method Statement
- S11.1-04.1 **Evaluation Schedule:** Project Plan.

11.2. Returnable Schedules:**General:**

- S11.2-01 Joint Venture Agreement (*if applicable*)
- S11.2-02 TAX Compliance Status PIN
- S11.2-03 Proof of CSD Registration

S11.1-01 Evaluation Schedule: Relevant Company Industry Experience & Process Experience – 20 points.**Note to tenderers:**

Tenderers are to:

- Demonstrated track record of successful advisory services in all the following three (3) areas:
 - property disposal;
 - real estate portfolio disposal; and
 - real estate transaction structuring;
- Preferably within public-sector, state-owned enterprises or government institutions;

Scoring Methodology

Scoring Methodology		Evidence Required
0	No relevant experience	<ul style="list-style-type: none"> • Company profile. • Project reference letter from previous client (Signed, letter head and client must be contactable; <ul style="list-style-type: none"> ○ Letter to address the below three (areas): <ul style="list-style-type: none"> i. property disposal; ii. real estate portfolio disposal; and iii. real estate transaction structuring. • Project completion certificate; • Summary of projects with client name, project description, dates, scope, and outcomes; • Contract award letter (s);
4	Experience with only <u>one (1)</u> relevant project.	
8	Experience with <u>two (2)</u> relevant projects	
12	Experience with <u>three (3)</u> relevant projects including non-core asset disposal	
15	Experience with more than <u>three (3)</u> relevant projects including non-core asset disposal = 20	
5	Experience in <u>either</u> public-sector, state-owned enterprises or government institutions – 5 points.	

 Respondent's Signature

 Date & Company Stamp

Evidence submitted as attachment to proposal.

List of Reference Letters attached	Project Completion Certificates Attached	Contract Award Letters Attached	Company Profile Attached
1.	1.	1.	1.
2.	2.	2.	
3.	3.	3.	
4.	4.	4.	
5.	5.	5.	
6.	6.	6.	
7.	7.	7.	

Comments:

Respondent's Signature

Date & Company Stamp

S11.1-02 Evaluation Schedule: Scale and Complexity of Property Disposals – 15 points.**Note to tenderers:**

Tenderers are to:

- Demonstrated experience managing large portfolios by value and volume, Firm must show evidence of
 - Handling portfolios valued at R 3.5 billion or more; and
 - Involving 10,000 or more individual properties.
- Complexity must include multiple asset type, regulatory issues, geographic spread etc.

Scoring Methodology

Scoring Methodology		Evidence Required
0	No evidence provided	<ul style="list-style-type: none"> • Portfolio summaries showing total number of properties handled and total asset value. • Client attestations or signed letters verifying scale (R3.5bn+/10,000+ properties)
7.50	Either, value \geq R3.5bn or volume \geq 10 000 properties	
15	Both \geq R 3.5 bn and >10 000 properties	

Comments:

Respondent's Signature

Date & Company Stamp

S11.1-03 Evaluation Schedule: Personnel/ Resources Experience – 15 points.**Note to tenderers:**

Tenderers are to:

- Demonstrate capabilities and capacity to deliver on the scope of the project.
- Bidder to provide list of critical personnel to execute the scope of work.
- Minimum Team composition:
 - Project Lead/ Manager;
 - Business Analyst;
 - Financial Analyst; and
 - Legal Associate
- Team Requirements:
 - Certified Proof of:
 - Qualifications;
 - Professional Certification; and
 - Detailed CV.

Scoring Methodology

Scoring Methodology		Evidence Required
0	Less than 2 years' experience	<ul style="list-style-type: none"> • Detailed CV's of personnel/ resources to be assigned to execute this project; • Certified copies of Qualifications & Certification.
6	<ul style="list-style-type: none"> • ≥ 2 and < 6 years' experience with all three requirements (1.5 points per team member) 	
8	≥ 6 and < 10 years with all three requirements – (2 points per team member).	

 Respondent's Signature

 Date & Company Stamp

15	≥10 years with all three requirements <i>(3.75 per team member)</i> .	
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Evidence submitted as attachment to proposal.

Personnel/ Resource	CV (Yes/ No)	Copies of Qualification (Yes/ No)	Professional Certification (Yes / No)
1. Project Lead/ Manager			
2. Business Analyst			
3. Financial Analyst			
4. Legal Associate			
<i>Others</i>			
5.			
6.			
7.			
8.			
9.			
10.			

Respondent's Signature

Date & Company Stamp

Comments:

Respondent's Signature

Date & Company Stamp

S11.1-03.1 Evaluation Schedule: Project Organigram – 10 points.

Note to tenderers:

Tenderers are to:

- Project Organigram
- Organigramme should as a **minimum** has the following resources, clearly indicating reporting structures:
 - Project Lead/ Manager;
 - Business Analyst;
 - Financial Analyst; and
 - Legal Associate)

Scoring Methodology

Scoring Methodology		Evidence Required
0	No or unsigned organigram.	<ul style="list-style-type: none">• Project Organigram signed off by Company Chief Executive/ Director.
10	Organigram as per requirement.	

Comments:

Respondent's Signature

Date & Company Stamp

S11.1-04 Evaluation Schedule: Method Statement – 30 points.**Note to tenderers:**

Tenderers are to:

- Demonstration of how the scope of this project will be approach, plan of action and execution, addressing below points/requirements as per the Scope of Works.
 1. Solution Development and Options Analysis;
 2. Transaction Strategy, Structure and Partner Selection Plan;
 3. Legal and Regulatory;
 4. Valuation of Properties;
 5. Risk Assessment;
 6. Transaction execution and procurement process

Scoring Methodology

Scoring Methodology		Evidence Required
0	Addresses less than 4 requirements.	<ul style="list-style-type: none"> • Detailed Project Method Statement.
10	Addresses only 4 requirements.	
20	Addresses only 5 requirements.	
30	Addresses all 6 requirements.	

Comments:

 Respondent's Signature

 Date & Company Stamp

S11.1-04-01 Evaluation Schedule: Project Plan – 10 points.**Note to tenderers:**

Tenderers are to:

- Submit comprehensive project plan with timelines, milestones, and resource requirements.

Scoring Methodology

Scoring Methodology		Evidence Required
0	No Schedule/ Project Plan submitted or not aligned to submitted Project Methodology.	<ul style="list-style-type: none">• Project Plan/ Schedule aligned to the above submitted Method Statement, clearly stating timelines and Resource allocations.
10	<ul style="list-style-type: none">• Level 3 Schedule Aligned to Submitted Method Statement with timelines and Resource Allocations.	

Respondent's Signature

Date & Company Stamp

S11.2-01 Joint Venture Agreement (if applicable)

Note to tenderers:

In the instance that the Bidding entity is a joint venture, the Bidding entity shall provide Transnet with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

2. A brief description of the Contract and the Deliverables;
3. The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
4. The constituent's interests;
5. Details of an internal dispute resolution procedure;
6. Written confirmation by all of the constituents:
 - i. of their joint and several liabilities to Transnet to provide the service;
 - ii. identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the Tenderer's representative;
 - iii. Identification of the roles and responsibilities of the constituents to provide the Service.
7. Financial requirements for the Joint Venture:
8. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

S11.2-02 TAX Compliance Status PIN

Note to tenderers:

Tender is required to submit a valid TAX Compliance PIN Certificate, to validate its TAX obligations/ status with SARS.

Respondent's Signature

Date & Company Stamp

S11.2-03 TAX Compliance Status PIN

Note to tenderers:

Tender is required to submit a valid CSD Report.

Respondent's Signature

Date & Company Stamp