

TRANSNET CORPORATE CENTRE (TCC)

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 DENTAL CONSUMABLES TO TRANSNET FOUNDATION
PHELOPHEPA TRAINS FOR A PERIOD OF THREE (3) YEARS**

RFP NUMBER	TCC/2021/12/0041/RFP
ISSUE DATE:	29 April 2022
CLOSING DATE:	11 May 2022
CLOSING TIME:	12:00 PM
BID VALIDITY PERIOD:	120 Business Days from Closing Date

BIDDER:

SCHEDULE OF BID DOCUMENTS

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**RFP FOR THE PROVISION OF
DENTAL CONSUMABLES TO TRANSNET FOUNDATION PHELOPHEPA TRAINS
FOR A PERIOD OF THREE (03) YEARS**

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET CORPORATE CENTRE, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TCC/2021/12/0041/RFP	ISSUE DATE:	29 April 2022	CLOSING DATE:	11 May 2022	CLOSING TIME:	12:00PM
DESCRIPTION	RFP FOR THE PROVISION OF DENTAL CONSUMABLES TO TRANSNET FOUNDATION PHELOPHEPA TRAINS FOR A PERIOD OF THREE (03) YEARS						
BID RESPONSE DOCUMENTS TO BE UPLOADED ONTO THE TRANSNET SYSTEM							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 3, for a detailed process on how to upload submissions): https://www.transnet.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO							
CONTACT PERSON	Abednego Marosane						
TELEPHONE NUMBER	011 308 3761						
E-MAIL ADDRESS	abednego.marosane@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							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							

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]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>			

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>

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	RFP FOR THE PROVISION OF DENTAL CONSUMABLES TO TRANSNET FOUNDATION PHELOPHEPA TRAINS FOR A PERIOD OF THREE (03) YEARS
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website.
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 website at www.transnet.net free of charge. To access the Transnet e-Tender portal, please click here.</p> <p>To download RFP and Annexures,</p> <ul style="list-style-type: none"> Scroll towards the bottom right hand side of the page, On the blue window click on 'Transnet SOC Ltd' or Select Operating Division.
COMMUNICATION	<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	N/A
CLOSING DATE	<p>12:00 pm on 11 May 2022</p> <p>Bidders must ensure that bids are delivered timeously to the correct address.</p>
VALIDITY PERIOD	<p>120 Business Days from Closing Date</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 11.12</p>

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

2 FORMAL BRIEFING

A compulsory Briefing Session will NOT be conducted.

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:

- Log on to the Transnet e-Tenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new e-Tender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN UP NOW/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle the "Log an Intent" button to submit a bid;

Submit bid documents by uploading them into the system against each tender selected.

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 13 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 as per the B-BBEE Preferential Procurement Regulations, 2017 preference point scoring.

6 PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA

As and When required, Transnet will set preferential procurement pre-qualification criteria, such criteria will be state under Step 2 of this RFP and evaluated.

7 COMMUNICATION

- 7.1 Specific queries relating to this RFP before the closing date of the RFP should be submitted to the contact person specified in Section 1 of this RFP before **12:00 pm on 11 May 2022**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 7.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 7.3 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 7.4 Respondents may also, at any time after the closing date of the RFP, communicate with the contact person specified in Section 1 of this RFP on any matter relating to its RFP response:

8 CONFIDENTIALITY

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

9 COMPLIANCE

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

10 EMPLOYMENT EQUITY ACT

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

11 DISCLAIMERS

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

- 11.1 modify the RFP's Services and request Respondents to re-bid on any such changes;
- 11.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 11.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 11.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 11.5 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;

- 11.6 split the award of the contract between more than one Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 11.7 cancel the bid process;
- 11.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 11.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 11.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 11.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 11.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Services at their quoted price, even after they have been issued with a Letter of Regret.

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

12 LEGAL REVIEW

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

13 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the 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.

14 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

For this purpose, the attached SBD 1 form must be completed and submitted by the closing date and time of the bid.

tax compliance

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


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

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










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

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

TIP-OFFS ANONYMOUS:


Ethics Helpdesk (Pty) Ltd.
Ethics Management System™

You can choose to be **Anonymous** or **Non-Anonymous** on **ANY** of the platforms
PLEASE RETAIN YOUR REFERENCE NUMBER

				
	AI Voice Bot "Jack" <small>Speak to our AI Voice Chat Bot "JACK". you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</small>	What's App <small>Speak to an Agent via What's App.</small>	Speak to an Agent <small>Speak to an Agent via the platform with no call or data charge</small>	Telegram <small>Speak to an Agent via Telegram</small>
 0800 003 056	 086 551 4153	 reportit@ethicshelpdesk.com	 *120*0785980808#	

Respondent's Signature

Date & Company Stamp

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

The Transnet-Phelophepa Health Care Train Project operates in all nine provinces of South Africa, providing comprehensive primary health care services. The Dental Clinics on the two Phelophepa trains need to be fully stocked at all times to meet the needs of the communities visited during the annual cycle. The appointed suppliers must be able to make a once off bulk deliver and cover any other smaller orders that might be placed later.

2 DETAILED SCOPE OF WORK

Transnet seeks to appoint a competent and experienced Service Provider for the supply and delivery of Dental Consumables.

Dental Clinics operated from Trains need to be fully stocked at all times to meet the health care needs of the communities visited. The list of required Dental Consumables is listed under Price Schedule.

The appointed suppliers must be able to make a once off bulk delivery and cover any other orders that might be placed later. Opening stock is delivered to Transnet Engineering at Salt River Cape Town in January each year and top-up orders will be delivered at Carlton Centre Johannesburg at least once a month for the duration of the contract.

Further:

- The supplier should be able to make bulk deliveries.
- The supplier must deliver timeously and reliably.
- The supplier must ensure the correct items are delivered per order and be sure of the contents in boxes delivered.
- All boxes must be sealed and indicate clearly the items / quantity in each of the boxes delivered.
- A delivery note must be provided with each delivery by the supplier and be signed off by the Transnet recipient of the delivery.

The medical suppliers must meet the National Department of Health and the South African Health Products Regulatory Authority (SAHPRA) legislative requirements and safety standards. Deliveries should be made to the relevant location within a three day period of placing the order.

2.1 Tools of trade for the Resources

The Service Provider will ensure that they use suitable vehicle to deliver the Dental Consumables.

2.2 Compliance to South African Labour laws and Regulations

The Service Provider will comply with all applicable South African Labour laws and Regulations applicable to Dental supplies.

2.3 Delivery

Transnet will order Dental Consumables as and when required for the duration of the contract. Deliveries should be made to the relevant location within a three (3) day period after the order is issued.

2.4 Consumables Expiry Date

No medical supplies will be accepted that will expire within 6 months and packaging should be according to the prescribed legislative requirements and correctly labelled, per item.

2.5 Contract Review Sessions

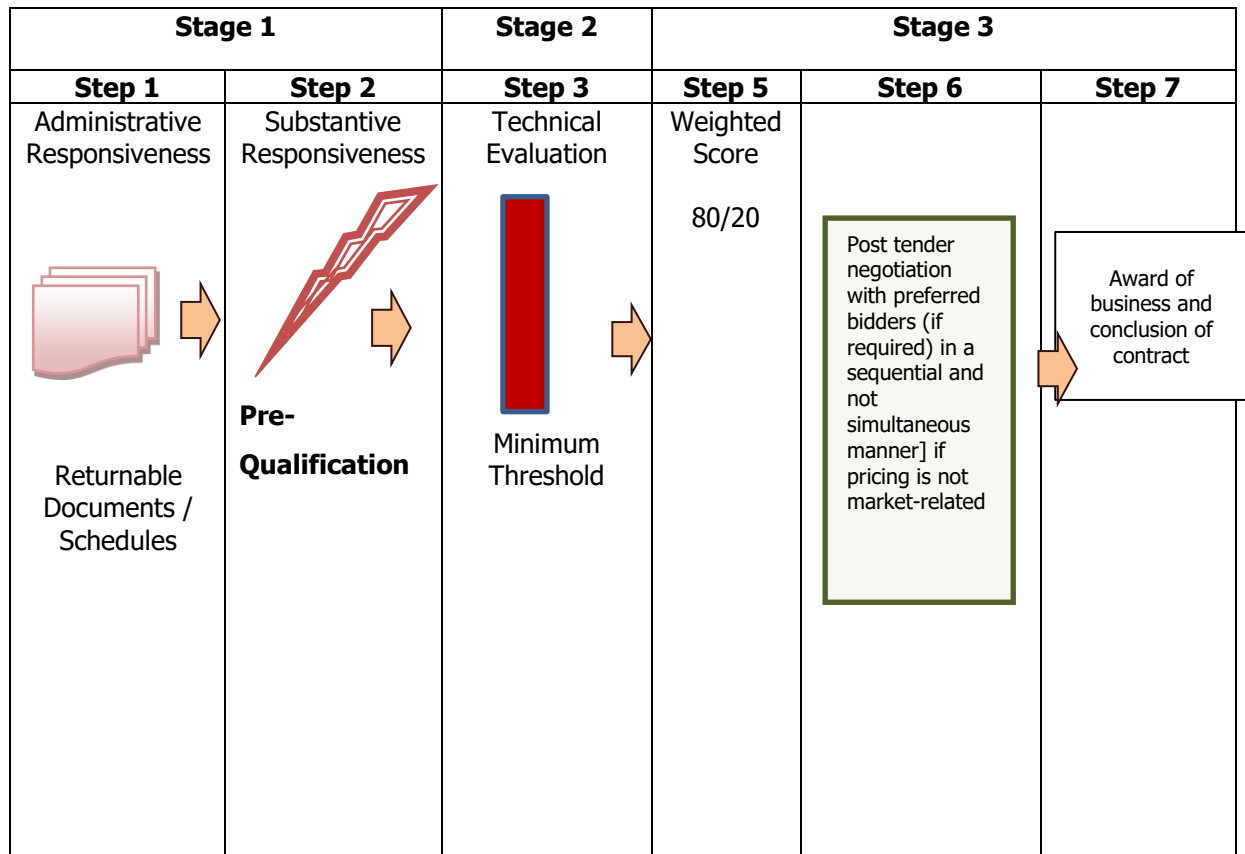
The Service Provider will be required to attend contract reviews as and when required and will be required to sign off on agreed upon deliverables / key performance areas..

2 GENERAL SERVICE PROVIDER OBLIGATIONS

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

3 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 stages 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).

3.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
<ul style="list-style-type: none"> Whether the Bid has been lodged on time
<ul style="list-style-type: none"> Bidder has signed SECTION 6: Certificate of Acquaintance with RFQ Documents
<ul style="list-style-type: none"> Bidder has signed Bid document (All Sections)

3.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness
<ul style="list-style-type: none"> Bidder has completed SECTION 1: SBD1 Form
<ul style="list-style-type: none"> Bidder has submitted a Priced Offer
<ul style="list-style-type: none"> Bidder has provided two (2) Client references for the supply and delivery of Dental Consumables in a relevant industry (Transnet Phelophepa Train, Hospitals, Clinics, Doctors Consultation rooms, Pharmacy and Health Facilities)
<ul style="list-style-type: none"> Bidder has submitted valid proof of Registration with the South African Health Products Regulatory Authority (SAHPRA)

The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation

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

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) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]

- B-BBEE – current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in clause 4.1 of the B-BBEE Preference Points Claim Form.

3.4 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Evaluation Criteria	Final Weighted Scores
Price	80
B-BBEE - Scorecard	20
TOTAL SCORE:	100

3.5 STEP FOUR: Post Tender Negotiations

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in 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).

3.6 STEP FIVE: Award of business and conclusion of contract

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

Respondent's Signature

Date & Company Stamp

SECTION 4: PRICING AND DELIVERY SCHEDULE*Respondents are required to complete the table below:*

Item No	Description of Goods	Quantity	Unit Measure	Unit Price Year 1 (Excl.VAT)	Unit Price Year 2 (Excl.VAT)	Unit Price Year 3 (Excl.VAT)
1.	Nitrile and Latex Powder free Small Box Gloves latex (100) in a box	1	Per box			
2.	Nitrile and Latex Powder free Extra Small Box Gloves latex (100) in a box	1	Per box			
3.	Nitrile and Latex Powder free Medium Box Gloves latex (100) in a box	1	Per box			
4.	Nitrile and Latex Powder free large Box Gloves latex (100) in a box	1	Per box			
5.	Wooden Tongue depressor (100 in a box)	1	Per box			
6.	Saliva ejectors Low volume 15cm Removable (100 units)	1	Per unit			
7.	Saliva ejectors high volume (10 units)	1	Per unit			
8.	Kleenex/Kim dry (100 in a pack, 24 in a box)	1	Per box			
9.	Kleenex No.25 Roll/Towel pkt of 12	1	Per packet			
10.	Self-Sealing Steri Pouch 2.25" X 4" (5, 7 cm x 10.2 cm) 200 in a box)	1	Per box			
11.	Self-Sealing Steri Pouch 2.75" X 9" (7 cm x 22.9cm)200 in a box	1	Per box			
12.	Self-Sealing Steri Pouch 3.5 X 9"(7cmx10.2cm) 500 in a box	1	Per box			
13.	Medical Thermosealer/Sterilisation flat reel pouch: Small (2.5' X5')	1	Per pouch			
14.	Medical Thermosealer/Sterilisation flat reel pouch: Medium (3.5' X 9')	1	Per pouch			
15.	Medical Thermosealer/Sterilisation flat reel pouch: Large (3.5' x10')	1	Per pouch			
16.	Fluoride trays 100 in a packet (Large)	1	Per packet			
17.	Fluoride trays 100 in a packet (Medium)	1	Per packet			
18.	Fluoride trays 100 in a packet (small) for children.	1	Per packet			
19.	Enamel Pro-varnish (Fluoride Varnish 50 unit/box)	1	Per box			
20.	Nupro Neutral fluoride gels 750ml	1	Per item			
21.	Enamel etching gel – 3 ml syringe	1	Per item			

Respondent's Signature

Date & Company Stamp

22.	Sani-Tips Disposable Syringe Tips (250 in a packet)	1	Per packet			
23.	Nupro Neutral fluoride gels 750ml	1	Per item			
24.	Adapter Prompt L-Pop (Self etch adhesive 100 units)	1	Per unit			
25.	Silicone Mouth Prop -Autoclavable /Dry Heat (Adult)	1	Per item			
26.	Silicone Mouth Prop -Autoclavable /Dry Heat (Child)	1	Per item			
27.	Septodont hemocollagene (24/box Hemostatic sponges)	1	Per box			
28.	Gingival Retraction paste -6 X 1 g capsules with applicator tips.- 20/pkg	1	Per item			
29.	Alvogyl antiseptic surgical hemostat 10g tub	1	Per tub			
30.	Septodont Scandonest 3% plain (50 units/box)	1	Per unit			
31.	Septodont Lignospan Anaesthetic 1.8ml 2% (50 units/box)	1	Per unit			
32.	Dental Needles for cartridge syringe- sterile & disposable (27G)	1	Per item			
33.	Dental Needles for cartridge syringe- sterile & disposable (30G)	1	Per item			
34.	Euronda Disposable Earlooped Face Masks (50 units/box)	1	Per item			
35.	3M ESPE Fluid Resistant Molded Face Mask	1	Per box			
36.	Patient Bib Chain each	1	Per item			
37.	Euronda disposable patient bibs (50 in a packet)	1	Per item			
38.	Autoclave Indicator tape Thick roll (25mm/ 1 inch)	1	Per roll			
39.	Autoclave indicator strips pkt of 250	1	Per packet			
40.	Vista Tech face shield (1 frame+10 shield) kit	1	Per kit			
41.	GC Fuji IX1-1 powder (15g) and Liquid (8g) kit	1	Per kit			
42.	Kavo Spray 500ml-each	1	Per spray			
43.	Kavo Spray Quick nozzle with pointed adapter -each	1	Per item			
44.	Prophy Brushes (50 in a pack)- each	1	Per packet			
45.	Prophy polishing paste tub- each	1	Per tub			
46.	Rubber polishing cups (50 in a pack)	1	Per pack			
47.	Mixing Glass Slabs 44 x2.5x 0.25mm	1	Per slab			
48.	Matrix Strips-"Mylar" 10cmx1cm 1000 in a pack	1	Per pack			
49.	Sof-lex Finishing strips 17.7cm x 3.9mm (150/box)	1	Per box			
50.	Soredex Opticovers -2 (200 pcs) for digital X-ray	1	Per pack			
51.	Soredex Optibag-size 2 (200 pcs) for digital X-ray sensor	1	Per pack			
52.	Accessory Intraoral Imaging Plates- (size 0, 1, 2, 3,4)	1	Per pack			
53.	Kerr Super- Bite with Ring- Film holder for periapical radiographs (Anterior)	1	Per item			
54.	Kerr Super- Bite with Ring- Film holder for periapical radiographs (Posterior)	1	Per item			
55.	Fissure sealant – 5/10ml each	1	Per item			
56.	Bur cleaning Brushes no: 3 Ash Hand instrument – cleaning each	1	Per item			

Respondent's Signature

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57.	Non sterile gauze swabs (75mmx75mm) - 8 ply 100 pcs	1	Per pack			
58.	Articulating Paper 300 strips per pack	1	Per pack			
59.	Pulpoflourane spray-500ml can	1	Per can			
60.	Steriwise hand disinfectant gel 500ml	1	Per item			
61.	Steriwise hand disinfectant gel 100ml	1	Per item			
62.	Steriwise hand disinfectant spray	1	Per item			
63.	Steriwise hand wash 301 – 500ml	1	Per item			
64.	Steriwise Ultrasonic Solution (5L)	1	Per item			
65.	Steriwise Hand wash 301- 5 Litre	1	Per item			
66.	Steriwise suction Cleaner 701- 5 Litre	1	Per item			
67.	Steriwise Ultrasonic solution 231- 5 Litre	1	Per item			
68.	Steriwise Cold sterilant 101-5Litre	1	Per item			
69.	Steriwise Hand disinfectant gel- 5 Litre	1	Per item			
70.	Steriwise Surface Disinfectant- 5 Litre	1	Per item			
71.	Steriwise Surface Disinfectant- 500 ml	1	Per item			
72.	Steriwise Surface Disinfectant- 750 ml	1	Per item			
73.	Z100 MP Restorative Capsules- A1,A2,A3 2g (packs of 10)	1	Per pack			
74.	Scotchbond Universal Adhesive 5ml	1	Per item			
75.	3m ESPE Scotchbond univiversal adhersive introductory kit	1	Per kit			
76.	3m ESPE Vitremer core build up powder / Restorative shade A3 9g	1	Per item			
77.	3m ESPE Vitremer core build up liquid 8ml	1	Per item			
78.	3m ESPE Vitremer core build up primer 6.5ml	1	Per item			
79.	3m ESPE Vitre bond Light cure glass ionomer Line /Base powder 9g +liquid 5.5ml	1	Per item			
80.	Te-econom Bulk fill composite Shade A1, A2, A3 10g	1	Per item			
81.	Seal & Protect- Standard package/Kit	1	Per kit			
82.	Dyract Flow A1, A2, A3 3.6 G	1	Per item			
83.	Matrix Band Tofflemire #1101 - 0.038mm pkt 30	1	Per item			
84.	Vitremer Liquid (8ml), Powder (9g) and Primer (6.5ml) A3	1	Per item			
85.	Vitrebond Powder (9g) and liquid (5.5ml)	1	Per item			
86.	Universal Tetric N –bond adhesive bottle 6G	1	Per bottle			
87.	Ketac Molar Easymix MI kit, powder (10g) and liquid (10ml)	1	Per kit			
88.	Enhance Finishing Complete System Kit	1	Per kit			

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89.	Dycal Radiopaque Calcium Hydroxide Composition Base (13g) & Catalyst paste (11g)	1	Per item			
90.	Kalzinol Zinc Oxide –Eugenol-Cement – Liquid (15ml) & Powder (40g)	1	Per item			
91.	Scalpel 10 – 12.5 cm	1	Per item			
92.	Etchgel Phosphoric 40% Bulk 60G	1	Per item			
93.	Alveogyl Paste Jar 10G	1	Per jar			
94.	Topical Anaesthetic Gel 43g	1	Per item			
95.	Ligature Wire 0.55mm-Roll	1	Per roll			
96.	Surgical Suture- Chromic Gut 3-0 Absorbable – Reverse cut (Box of 12)	1	Per box			
97.	Mint Waxed dental floss (box of 10)	1	Per box			
98.	Dental Mirror Handles STD	1	Per item			
99.	Dental Mirror Heads front surface (10/12 in a box)	1	Per box			
100.	Surgical Scissors (10-12.5 cm)	1	Per item			
101.	Surgical blades No. 10 and NO 15 each (100 pcs in a box)	1	Per box			
102.	Dental Cartridge Syringe 1,8cc- Aspirator	1	Per item			
103.	Dental Cartridge Syringe 1,8cc- Non- aspirating syringe	1	Per item			
104.	Ball Burnisher – Thick	1	Per item			
105.	Flat Plastic STD	1	Per item			
106.	Thymosin STD	1	Per item			
107.	Mixing spatula STD	1	Per item			
108.	Dental Excavators (Small, Medium, Large)	1	Per item			
109.	Periodontal Probes STD	1	Per item			
110.	Root canal explorers - probe	1	Per item			
111.	Dental Explorers STD	1	Per item			
112.	Periosteal Elevator STD	1	Per item			
113.	Maxillary Molar Extraction Forcep (Adult & Child)	1	Per item			
114.	Mandibular Molar Extraction Forcep (Adult & Child)	1	Per item			
115.	Maxillary Cowhorn (Right & Left)	1	Per item			
116.	Mandibular Cowhorn	1	Per item			
117.	Maxillary Premolar forcep	1	Per item			
118.	Mandibular Premolar forcep	1	Per item			
119.	Bayonet forcep	1	Per item			
120.	Forcep (Adult & Child)	1	Per item			

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121.	Maxillary Anterior Extraction Forcep (Adult & Child)	1	Per item			
122.	Root Forcep	1	Per item			
123.	Coupland elevator	1	Per item			
124.	Apical elevator (Straight & curved)	1	Per item			
125.	Cryer elevator (left and right)	1	Per item			
126.	Warwick James elevator-curved (left, right) Warwick James elevator- Straight)	1	Per item			
127.	London Coleman elevator	1	Per item			
128.	Cheek retractor	1	Per item			
129.	Tissue forcep 12cm each	1	Per item			
130.	Needle holder halsted mosquito- 12.5cm/10cm each	1	Per item			
131.	Sharps Containers 5L or 7L	1	Per item			
132.	Medical Waste Bags (size large)	1	Per bag			
133.	Medical Waste boxes (Size Medium)	1	Per box			
134.	Orotol Suction Cleaner (5L)	1	Per item			
135.	Suction Filters (12 in pkt) (Istrodent ref: 0725-041-00)	1	Per packet			
136.	High volume suction Tips (10 in a packet)	1	Per packet			
137.	High volume suction Tips (100 in a packet)	1	Per packet			
138.	low volume suction Tips adjustor	1	Per item			
139.	High volume suction Adjustor Tips	1	Per item			
140.	Fast/ High speed Hand piece	1	Per item			
141.	Slow/ Low speed hand piece	1	Per item			
142.	Low & high speed hand Piece air -motor	1	Per item			
143.	DTE and DTE LED Scaler Set	1	Per item			
144.	DTE and DTE LED Scaler hand pieces	1	Per item			
145.	DTE Scaler tips (6 in a pack)	1	Per pack			
146.	Surgical Burs diamond	1	Per item			
147.	Surgical Burs Tungsten carbide	1	Per item			
148.	Restorative bur Diamond cutting round needle, torpedo, rugby ball	1	Per item			
149.	Restorative bur Diamond finishing round , needle, torpedo, rugby ball	1	Per item			
150.	Dyract flow flowable compomer Restorative – A1, A2, A3 RFL 3.6G	1	Per item			
151.	Enhance polishing kit	1	Per kit			
152.	Shufo sofex disc (course, medium, fine, super fine)	1	Per box			

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153.	Ultrapack retraction cord no.3 (96 in 244cm)	1	Per item			
154.	Steri Pouch 2.25" X 4" (5, 7 cm x 10.2cm) 200 in a box)	1	Per box			
155.	Steri Pouch 2.75" X 9" (7 cm x 22.9cm)200 in a box	1	Per box			
156.	Steri Pouch 3.5" X 9" (7 cm x 22.9cm)200 in a box	1	Per box			
157.	GC Fuji IX1-1 (powder and Liquid) in a box	1	Per box			
158.	Phosphoric acid 37 % Etching gel	1	Per item			
159.	Prophy Brushes (50pkt in a packet) - each	1	Per packet			
160.	Rubber polishing cups (50 in a pack) each	1	Per packets			
161.	Euronda Monoart Operator Visor (10 Frames and 10x10 shields)	1	Per box			
162.	Z100 Composite Compule Gun	1	Per item			
163.	Hospital Straight Elevator	1	Per item			
164.	Ultradent Astringent Ferric Sulphate Hemostatic Solution (12.7%, 15.5%)	1	Per item			
165.	Cord Packer	1	Per item			
166.	Dappen Dish	1	Per item			
167.	DCI International Water Bottles 2L	1	Per bottle			
168.	Soredex Digital X-Ray Sensor	1	Per item			
169.	Septodont Xylonor (Lidocaine- Cetrimide) Spray 100ml	1	Per spray			
170.	Patient Protective Eyewear	1	Per item			
171.	Protective Lead Apron	1	Per item			
172.	Metal Trilex Syringe Tips	1	Per item			
173.	Jumbo Paper Towel Roll (21cm x 1500m) Stand	1	Per item			
174.	B Braun D-Germ Hand Disinfectant (0.5 Chlorhexidine Gluconate in 70% Alcohol) OR Disinfectant 70% Alcohol (500ml)		Per item			
175.	B Braun D-Germ Hand Disinfectant (0.5 Chlorhexidine Gluconate in 70% Alcohol) OR Disinfectant 70% Alcohol (100ml)		Per item			
176.	B Braun D-Germ Hand Disinfectant (0.5 Chlorhexidine Gluconate in 70% Alcohol) OR Disinfectant 70% Alcohol (5L)		Per item			
177.	Non-Woven Non-Sterile Gauze Swabs 75mm x 75mm (4ply) 100pieces (Centromed Item # NWG7504)		Per item			
178.	Neomed Healthease Non-Woven Surgeons Gown each (small, medium, large)		Per item			
179.	Cotton Rolls		Per packet			
180.	Cotton Pellets		Per packet			

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181.	Pumice Powder 1kg (from Dental Warehouse) Product code: 0203100050		Per item			
182.	Delivery to Carlton Centre, Johannesburg		Per trip			
183.	Delivery to Transnet Engineering Salt River, Cape Town		Per Trip			

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 related taxes.
- c) Any Business-related disbursement occurred by the Resources will be compensated at cost in line with Transnet Policy and rates.
- d) 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.

Respondent's Signature_____
Date & Company Stamp

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

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

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

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

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

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

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

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

2. "AS AND WHEN REQUIRED" CONTRACTS

- 2.1 Purchase orders will be placed on the Service provider(s) who successfully respond to the Work Orders.
- 2.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.

3. SERVICE LEVELS

- 3.1 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.
- 3.2 Transnet will have contract reviews with the Service provider's account representative on an on-going basis.
- 3.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 3.4 The Service provider guarantees that it will meet set service level agreement for the scope of work:

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 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);

 Respondent's Signature

 Date & Company Stamp

- (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 Services within 2 [two] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, I/we agree to a penalty clause/s which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the 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 **Service provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period of 120 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

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

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

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

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

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

RETURNABLE DOCUMENTS

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

Mandatory Returnable Documents	<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.

Respondent's Signature

Date & Company Stamp

RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Section 1: SBD1 Form	
SECTION 4: Pricing and Delivery Schedule	
Annexure D: Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	
Annexure E: TAX compliance status and PIN	
Annexure F: Bidder's Experience in Relevant Industry	
Annexure G: Bidder has submitted valid proof of Registration with the South African Health Products Regulatory Authority (SAHPRA)	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Claim Form	
SECTION 11: SBD 9 - Certificate of Independent Bid Determination	
SECTION 12: Protection of Personal Information	

 Respondent's Signature

 Date & Company Stamp

Annexure D:

Bidder to attach Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP

Respondent's Signature

Date & Company Stamp

Annexure E:

Bidder to attach TAX compliance status and PIN

Respondent's Signature

Date & Company Stamp

Annexure F:
Bidder's Experience in Relevant Experience

Bidder to list client references where they are providing/ provided Dental Consumables in relevant industry.

Relevant Industry is: Transnet Phelophepa Train, Hospitals, Clinics, Doctors Consultation rooms, Pharmacy and Health

Facilities

Client Name	Client Contact (Name, Contact No: & Email Address)	Relevant Industry	Contract Description	Contract Value	Duration (Start & End Date)

Respondent's Signature

Date & Company Stamp

Annexure G:

Bidder's Registration with South African Health Products Regulatory Authority (SAHPRA)

Bidder must attach valid proof of Registration with the South African Health Products Regulatory Authority (SAHPRA)

Respondent's Signature

Date & Company Stamp

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

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

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

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

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

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

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

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

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 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

Respondent's Signature_____
Date & Company Stamp

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

DECLARATION OF INTEREST REGARDING PERSONS EMPLOYED BY THE STATE (SBD4)

12. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

13. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

13.1. Full Name of bidder or his or her representative:

13.2. Identity Number:

13.3. Position occupied in the Company (director, trustee, shareholder²):

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

13.4. Company Registration Number:

13.5. Tax Reference Number:

13.6. VAT Registration Number:

13.7. Are you or any person connected with the bidder presently employed by the state?	YES / NO
13.7.1. If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:	
Name of state institution at which you or the person connected to the bidder is employed:	
Position occupied in the state institution:	
Any other particulars:	
13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	YES / NO
13.8.2. If no, furnish reasons for non-submission of such proof:	
13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
13.9.1. If so, furnish particulars:	
13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.10.1. If so, furnish particulars:	
13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.11.1. If so, furnish particulars:	
13.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
13.12.1. If so, furnish particulars:	

Respondent's Signature_____
Date & Company Stamp

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 14 below.

14. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

BREACH OF LAW

15. 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: B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
- i) the B-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.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

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

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

³ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

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 an enterprise in terms of Preferential Procurement Regulations, 2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 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, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, 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 11: SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium⁴ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;

⁴ 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.

- d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 12: PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

Respondents are required to provide consent below:

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

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

Signature of Respondent's authorised representative: _____

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