

## **Transnet Property**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

## **REQUEST FOR PROPOSAL [RFP]**

**FOR A 30 YEAR LEASE AND DEVELOPMENT OF THE REMAINDER OF ERF 34104 BELLVILLE (UNREGISTERED SUBDIVISION OF REMAINDER OF ERF 11661 BELLVILLE), ERF 34103 BELLVILLE (UNREGISTERED SUBDIVISION OF REMAINDER OF ERF 11659 BELLVILLE), ERF 22933 PAROW.**

**RFP NUMBER** TP/2025/03/0002/92763/RFP

**ISSUE DATE:** 2025 May 02

**CLOSING DATE:** 2025 June 30

**CLOSING TIME:** 23h00

**BID VALIDITY PERIOD:** 180 Business Days from Closing Date

**SUBMISSION TO:** National Treasury e-Tender system

Transnet e-tender submission portal – see SBD 1 for details



## SCHEDULE OF BID DOCUMENTS

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## SECTION 1: SBD1 FORM

### PART A INVITATION TO BID

INVITATION TO BID FOR REQUIREMENTS OF TRANSNET PROPERTY, A DIVISION OF TRANSNET SOC LTD							
BID NUMBER:	TP/2025/03/0002/92763/RFP	ISSUE DATE:	02/05/2025	CLOSING DATE:	30/06/2025	CLOSING TIME:	23H00
DESCRIPTION	RFP FOR A 30 YEAR LEASE AND DEVELOPMENT OF THE REMAINDER OF ERF 34104 BELLVILLE (UNREGISTERED SUBDIVISION OF REMAINDER OF ERF 11661 BELLVILLE), ERF 34103 BELLVILLE (UNREGISTERED SUBDIVISION OF REMAINDER OF ERF 11659 BELLVILLE), ERF 22933 PAROW.						
<b>BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS</b>							
<b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED</b> (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a>							
<b>BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>							
CONTACT PERSON	The Buyer						
E-MAIL ADDRESS	BelconLeaseDev@transnet.net						
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			CELLPHONE 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.							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: <b>MAAA</b>	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX		
		YES	NO			YES	NO
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?							
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) A REGISTERED AUDITOR NAME:					
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>							
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE WORKS OFFERED?	TICK APPLICABLE BOX			2. ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS/SERVICES/ WORKS OFFERED?	TICK APPLICABLE BOX		
		YES	NO			YES	NO
	[IF YES ENCLOSE PROOF]				[IF YES, ANSWER QUESTIONNAIRE BELOW]		
Signature of the Bidder	.....			Date:			
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>							
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 BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?						YES	NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW</b>							

Respondent's Signature

Date & Company Stamp



## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. TAX COMPLIANCE REQUIREMENTS

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

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

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



## SECTION 2: NOTICE TO BIDDERS

<b>1</b>	<b>INVITATION TO BID</b> Responses to this RFP [hereinafter referred to as a <b>Bid</b> or a <b>Proposal</b> ] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an <b>entity, Respondent</b> or <b>Bidder</b> ]. Any additional information or clarification will be published on the e-Tender portal and Transnet website, as necessary.
<b>DESCRIPTION</b>	RFP FOR THE LEASE AND DEVELOPMENT OF THE REMAINDER OF ERF 34104 BELLVILLE (UNREGISTERED SUBDIVISION OF REMAINDER OF ERF 11661 BELLVILLE), ERF 34103 BELLVILLE (UNREGISTERED SUBDIVISION OF REMAINDER OF ERF 11659 BELLVILLE), ERF 22933 PAROW, FOR A PERIOD OF 30 YEARS
<b>TENDER ADVERT</b>	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.
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge. To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>Click on "Tender Opportunities";</li> <li>Select "Advertised Tenders";</li> <li>In the "Department" box, select Transnet SOC Ltd.</li> </ul> <p>Once the tender has been in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a></p>
<b>COMMUNICATION</b>	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website 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>
<b>BRIEFING SESSION</b>	<p>Non-compulsory briefing date: <b>19 May 2025</b>.</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: <a href="mailto:BelconLeaseDev@transnet.net">BelconLeaseDev@transnet.net</a></p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session.</p>
<b>CLOSING DATE</b>	<p><b>30 June 2025 at 23h00</b></p> <p>Bidders must ensure that bids are uploaded timeously onto the system.</p> <p>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> <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.</p>
<b>VALIDITY PERIOD</b>	<p><b>180 Business Days from Closing Date</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p>



2	<p><b>FORMAL BRIEFING</b></p> <p>A non-compulsory pre-proposal RFP briefing will be conducted via MS Teams on the <b>19 May 2025</b>, at <b>11h00</b> for a period of ± 2hours.</p> <p>2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible for any Respondent who did not attend the <b>non-compulsory</b> session subsequently feeling disadvantaged as a result thereof.</p> <p>2.2 Respondents are encouraged to ensure that they are familiar with the site and its location prior to the briefing session as the information will be critical for the viability of their proposals.</p>
3	<p><b>PROPOSAL SUBMISSION</b></p> <p>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.</p> <p>a) The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> <li>a) Log on to the Transnet eTenders management platform website/ Portal (<a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a>)</li> <li>b) Click on "ADVERTISED TENDERS" to view advertised tenders;</li> <li>c) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all mandatory information is completed) OR;</li> <li>d) to sign in if already registered;</li> <li>e) Toggle (click to switch) the "Log an Intent" button to submit a bid;</li> <li>f) Submit bid documents by uploading them into the system against each tender selected.</li> <li>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.</li> <li>h) <b>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.</b> 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.</li> <li>i) No late submissions will be accepted. The bidder guide can be found on the Transnet Portal <a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a></li> <li>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.</li> </ul>



	<p>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. However, a company may submit a bid on behalf of another company and provide clear explanation of the company being a subsidiary or holding company.</p> <p>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.</p> <p><b>A DETAILED BIDDER GUIDE CAN BE FOUND ON THE TRANSNET PORTAL</b>  <a href="https://transnetetenders.azurewebsites.net">TRANSNETETENDERS.AZUREWEBSITES.NET</a>.</p>
4	<p><b>RFP INSTRUCTIONS</b></p> <p>4.1 Please ensure that the person or persons signing the submission must be legally authorised by the respondent to do so.</p> <p>4.2 <b>All returnable documents tabled in the Proposal Form must be returned with the proposals.</b></p> <p>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.</p> <p>4.4 Any additional conditions must be embodied in an accompanying letter for alterations, additions or deletions made by the Respondent to the actual RFP documents.</p>
5	<p><b>JOINT VENTURES OR CONSORTIUMS</b></p> <p>Respondents who would wish to respond to this RFP as a Joint Venture <b>[JV]</b> 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.</p> <p><b>COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)</b></p> <p>For specific clarification relating to this RFP, such request should be sending 10 days before the tender closing date to allow Transnet to respond to such request. In the interest of fairness and transparency, Transnet's response to such a query may be published on the e-tender portal and Transnet website.</p>



	<p>5.1 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to <a href="mailto:groupscmcomplaints@transnet.net">groupscmcomplaints@transnet.net</a>. Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.</p> <p>5.2 After the closing date of the RFP, a Respondent may only communicate with the contact person stated in the SBD 1 form , on any matter relating to its RFP Proposal.</p> <p>5.3 Respondents are to note that changes to their submission will not be considered after the closing date.</p> <p>5.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.</p> <p>5.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.</p> <p>5.6 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website 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 request must be directed to the contact person stated in the SBD 1 form.</p>
<b>6</b>	<p><b>CONFIDENTIALITY</b></p> <p>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.</p>
<b>7</b>	<p><b>COMPLIANCE</b></p> <p>The successful Respondent shall be in full and complete compliance with any and all applicable laws and regulations.</p>
<b>8</b>	<p><b>EMPLOYMENT EQUITY ACT</b></p> <p>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.</p>
<b>9</b>	<p><b>DISCLAIMERS</b></p> <p>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:</p>





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- 10.1 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.2 award a contract for only a portion of the proposal which is reflected in the scope of this RFP;
- 10.3 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;
- 10.4 cancel the bid process;
- 10.5 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;
- 10.6 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.7 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;
- 10.8 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;
- 10.9 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.
- 10.10 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.
- 10.11 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	<p><b>LEGAL REVIEW</b></p> <p>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.</p>
12	<p><b>SECURITY CLEARANCE</b></p> <p>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 <b>CONFIDENTIAL/ SECRET/ TOP SECRET</b>. 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.</p>



### SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1	<p><b>BACKGROUND</b></p> <p>TRANSNET PROPERTY OWNS A VAST PORTFOLIO OF PROPERTIES AND HAS BEEN MANDATED TO MAXIMISE THE POTENTIAL OF THESE ASSETS, AND THIS ASSET HAS BEEN IDENTIFIED AS ONE TO BE DEVELOPED.</p>
2	<p><b>EXECUTIVE OVERVIEW</b></p> <p>The objective of this Request for Proposals ("RFP") is to invite interested parties to submit proposals to Transnet Property ("TP"), an Operating Division of Transnet SOC Ltd, for the lease and development of portions of the following erven: THE REMAINDER OF ERF 34104 BELLVILLE (UNREGISTERED SUBDIVISION OF REMAINDER OF ERF 11661 BELLVILLE), ERF 34103 BELLVILLE (UNREGISTERED SUBDIVISION OF REMAINDER OF ERF 11659 BELLVILLE), ERF 22933 PAROW, collectively referred to as the "Subject Property" as per attached "<b>Annexure A</b>" – Specification, Scope of works and drawings.</p> <ol style="list-style-type: none"> <li>2.1. Transnet Property's main objective is to manage, redevelop, acquire and dispose Transnet SOC Ltd owned immovable property assets and ensure optimum utilisation of said assets for the purpose of maximising development opportunities.</li> <li>2.2. The Subject Property has been identified as a property with development potential.</li> <li>2.3. Transnet Property intends to invite interested parties willing to lease the Subject Property for the use and possibly develop it to its highest and best use.</li> <li>2.4. Interested parties are required to submit proposals that will express their interest to lease the Subject Property and inject capital into the assets to benefit from its highest and best use. In turn, the Successful Bidder will be able to recoup its capital expenditure over the duration of the lease period, after which the property and improvements would revert to Transnet Property.</li> <li>2.5. Preference will be given to the Bidder who will demonstrate the ability to achieve the Subject Property's highest and best use while offering Transnet Property the best commercial terms on the leasehold rights.</li> <li>2.6. The Successful Bidder will be required to enter into a lease agreement with Transnet SOC Ltd, represented by Transnet Property, an Operating Division of Transnet SOC Ltd and to develop the property.</li> <li>2.7. The Successful Bidder will be required to sign a standard Transnet Property lease agreement within two (2) weeks of the date of award. Failure to return the signed lease agreement within the stipulated timeframe may result in the appointment being withdrawn.</li> </ol>



	<p>2.8. It is recommended that Bidders visit the site prior to submitting their tender documents</p> <p>2.9. Whereas Transnet is seeking a partner(s) to provide solutions for its portfolio of properties nationally, it also seeks to improve its current processes for providing the lease benefit to its end user community throughout its locations.</p> <p>2.10. The selected Supplier/Service provider(s) must share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier/Service provider(s) will study the current ways they do business to enhance current practices, support processes and profitability.</p>
<b>3.</b>	<p><b>SCOPE OF REQUIREMENTS</b></p> <p>The Subject Property, comprising of portions of three erven, <b>is to be leased in its current state and to be developed.</b> The details of the erven that constitute the Subject Property are summarized in the table below and demarcated in the Discussion Plan diagram attached as <b>Annexure A.</b></p>

ITEM	DETAIL
<b>DESCRIPTION</b>	Remainder of ERF 22933 Parow, Portion of Unregistered Erf 34104 Bellville (Portion of Remainder of Erf 11661 Bellville) Unregistered Erf 34103 Bellville (Portion of Remainder of Erf 11659 Bellville)
<b>SG DIAGRAM NO.</b>	Remainder of ERF 22933 Parow: 1975/2000, Portion of Unregistered Erf 34104 Bellville (Portion of Remainder of Erf 11661 Bellville): 8266/1952, Unregistered Erf 34103 Bellville (Portion of Remainder of Erf 11659 Bellville): 5631/1945
<b>TITLE DEED NO.</b>	Remainder of ERF 22933 Parow: T48324/2010-09-14 DT; Portion of Unregistered Erf 34104 Bellville (Portion of Remainder of Erf 11661 Bellville): T9773/1954-06-26 CRT ENDRS; Unregistered Erf 34103 Bellville (Portion of Remainder of Erf 11659 Bellville): T76455/1993-09-30 DT
<b>EXTENT OF AREA TO BE LEASED</b>	Remainder of ERF 22933 Parow: 0,76 ha; Portion of Unregistered Erf 34104 Bellville (Portion of Remainder of Erf 11661 Bellville): 9,30 ha; Unregistered Erf 34103 Bellville (Portion of Remainder of Erf 11659 Bellville): 2,83 ha <b>Total: 12.89 ha</b>
<b>ZONING</b>	<p><b>Remainder of ERF 22933 Parow:</b> General Industrial Zoning 1 (GI1):  <i>"The GI zoning accommodates all forms of industry, except noxious trade and risk activity, in order to promote the manufacturing sector of the economy. Some allowance is made for non-industrial activities, but these should not compromise the general use of the area zoned for industry. It is accepted that the intensive nature of the industrial activity or the scale of the operation could generate some negative impact on adjacent properties."</i></p> <p><b>Portion of Unregistered Erf 34104 Bellville (Portion of Remainder of Erf 11661 Bellville) and Unregistered Erf 34103 Bellville (Portion of Remainder of Erf 11659 Bellville):</b> Transport Zoning 1: Transport Use (TR1)  <i>"The TR1 zoning provides for transportation systems, excluding public roads and public streets, but including all other transport undertakings which serve the public such as airports, harbours, railway lines, bus, railway and other depots associated with public transport uses, public transport terminuses, ranks or holding areas, and cable car stations. Provision is made to approve other uses that can help to support the transport undertaking"</i></p>

ITEM	DETAIL
<b>EXISTING ENCUMBRANCES/ SERVITUDES</b>	None. Bidders are to note that there may be encumbrances and services that Transnet Property is not aware of, and <b>Bidders are therefore required to conduct their own due diligence to this effect.</b>
<b>EXISTING MUNICIPAL CONNECTIONS</b>	Electricity: Yes
	Water Yes
	Sewer Yes

- 3.1. The Successful Bidder is required to undertake a development at their own cost and ensure compliance with the Construction and Building Regulations, South African National Standards, and Town Planning Regulations. Should the Successful Bidder propose a use of the property that would require rezoning of the property, the Bidder's proposal should explicitly state such. Transnet will endeavour to assist with all necessary documentation to complete all Town planning processes.
- 3.2. Bidders are advised to ensure that an inspection of the Subject Property is conducted prior to submitting their Bids.
- 3.3. **EACH BIDDER IS SOLELY RESPONSIBLE, AT ITS OWN COST AND EXPENSE, TO CARRY OUT ITS OWN INDEPENDENT RESEARCH AND DUE DILIGENCE AND TO PERFORM ANY OTHER INVESTIGATIONS, INCLUDING SEEKING INDEPENDENT ADVICE, CONSIDERED NECESSARY BY THE BIDDER TO SATISFY ITSELF AS TO ALL EXISTING CONDITIONS AFFECTING ITS PROPOSAL.**

**Figure1:**

*The figure below shows two Transnet-owned parcels of land adjacent to the Subject Property demarcated in yellow boundaries. Transnet will require access to these adjacent parcels of land through the Subject Property. Bidders are required to demonstrate, in their proposals, how they plan to allow Transnet access to these adjacent parcels of land through the Subject Property, which will be included as a special condition to the lease agreement to be entered into between Transnet and the successful bidder.*





Figure 2

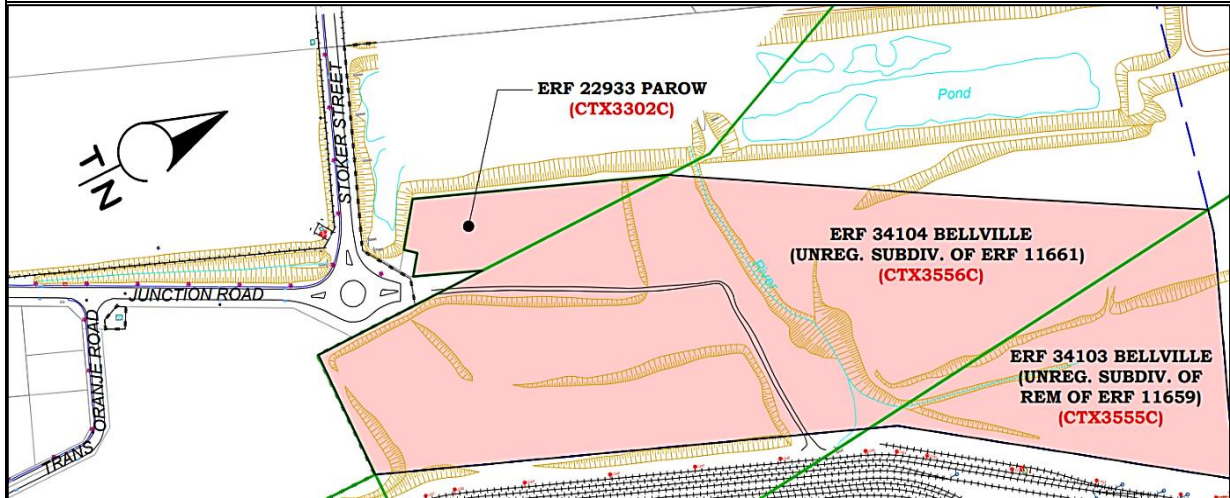
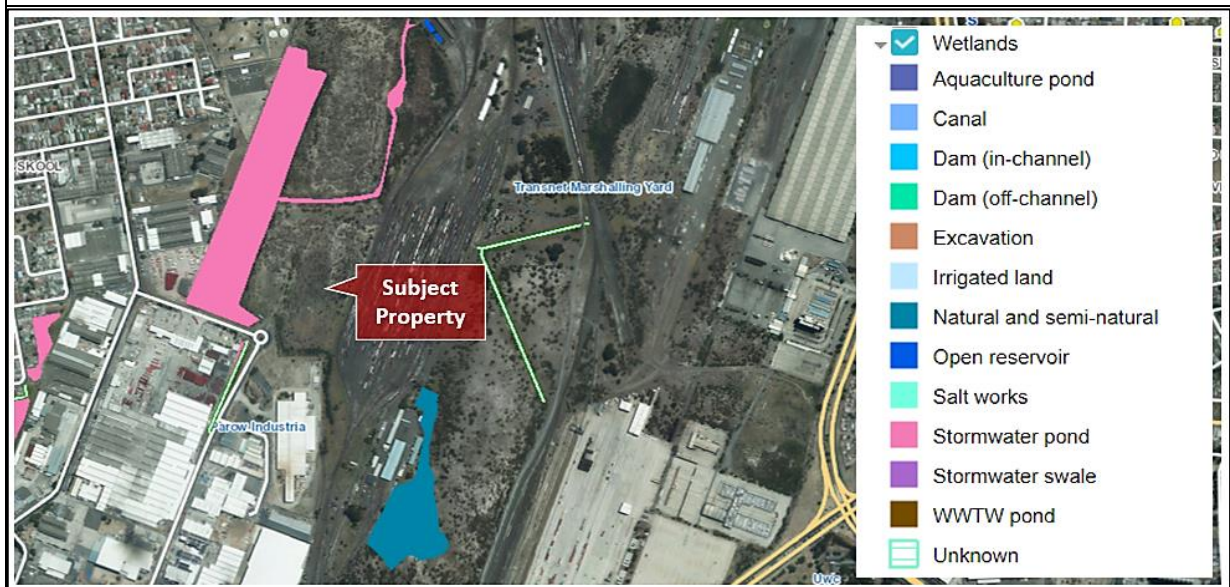


Figure Below shows the existing access stormwater pond adjacent to the Subject Property. Bidders are to take into consideration the implications of a wetland in close proximity to the subject property.



4.	<p><b>MINIMUM RENTAL REQUIRED/RENTAL STRUCTURE</b></p> <p>4.1. The rental payable by the Successful Bidder to the Lessor for the premises shall be structured such that the Lessee shall pay to the Lessor <b>the greater</b> of the basic rental quoted in paragraph a) below, or the income participation rental quoted in paragraph b) below:</p>
	<p><b>Transnet Property is expecting:</b></p> <p>a) a minimum Basic Rental of <b>R1,000,000.00</b> (excluding VAT) per month (<b>R12,000,000.00</b>, excluding VAT per annum), with an annual escalation rate of <b>7%</b></p>



	<p>for the remaining period of the lease, reviewable every five (5) years, which shall be exclusive of all municipal charges, which charges shall be for the Lessee's cost and recovered from the Lessee by the Lessor separately OR,</p> <p>b) monthly rental equivalent to an <b>Income Participation Rental based on 1.5 percentum of the Lessee's gross turnover.</b></p> <p>Whichever of a) or b), is greater.</p> <p>4.2. Gross monthly turnover is defined as any consideration received by the lessee in respect of the use and exploitation of any portion of the premises and shall include all income derived from the premises as well as from subletting (if applicable).</p> <p>4.3. The income participation rental payable in terms of this Lease shall be payable within three (3) months of the end of each year of the Lease by the LESSEE to the LESSOR's bank account, accompanied by –</p> <p>4.3.1. a statement of how the amount was calculated; and</p> <p>4.3.2. an accredited Auditor's analysis and certificate.</p> <p>4.3.3. The statement referred to in sub-clause 4.3.1 hereof shall inter alia, indicate the total gross rental income, as defined in clause 1 of Annexure B hereof, received by the LESSEE for the preceding accounting year.</p> <p>4.3.4. For the purposes of sub-clause 4.3.2 hereof, the LESSOR will accept the LESSEE'S accredited Auditor's analysis and certificate.</p> <p>4.3.5. Value Added Tax (currently fifteen per centum (15%)), calculated at the then prevailing rate, shall be payable simultaneously with any rental for the specific lease period by the LESSEE to the LESSOR.</p> <p><b>Bidders are invited to offer the monthly basic rental they are willing to pay which is evaluated on a competitive basis against other offers received, with the minimum acceptable basic rental being R1 000 000,00 (excluding VAT) per month.</b></p>
	<p><b>Lease Term</b></p> <p>The lease term is for a period of 30 (thirty) years. Transnet Property and the Successful Bidder will enter into an appropriate lease agreement for the duration of the lease term.</p>
	<p><b>Beneficial Occupation period</b></p> <p>A maximum of 24 months Beneficial Occupation will be considered, however, all related holding costs (municipal charges, security etc.) will be payable by the Lessee to the Lessor during the Beneficial Occupation period. The length of the proposed Beneficial Occupation period must be justified in the Bidder's Proposal which will be subject to approval by Transnet Property.</p>



	<p><b>Lease option/Renewal periods</b></p> <p>There is no option to renew the lease.</p>
	<p><b>Rates and Taxes charges</b></p> <p>Please note that the Successful Bidder will be responsible for the payment of rates and taxes to Transnet Property or the local municipality subject to annual adjustments effected by the relevant local municipality and will be liable for any increases in Rates and Taxes as a consequence of the development undertaken or any other cause. Rates and Taxes for each of the erven above are the responsibility of the Successful Bidder.</p> <p><b>Service Consumption Charges</b></p> <p>Please note that the Successful Bidder will be responsible for the payment of utilities to either Transnet Property or the local municipality subject to annual adjustments effected by the relevant local municipality. Transnet Property will raise a distribution fee for the provision and maintenance of the utilities it provides.</p> <p><b>Maintenance and Repairs</b></p> <p>The successful Bidder will be responsible for all the maintenance and repair costs for the duration of the lease. To avoid any doubt, Transnet Property confirms that all improvements to the property brought about by the Successful Bidder will revert to and become the property of Transnet Property at the expiry of the lease.</p> <p><b>Ownership of Improvements Following Termination</b></p> <p>Any Improvements made to the Leased Premises which shall accede to the land and the ownership thereof shall vest in Transnet Property without any compensation whatsoever being payable by Transnet Property to the Successful Bidder. Notwithstanding the provisions of the above paragraph, Transnet Property shall have the right to either retain or, at its sole and unfettered discretion, to order the Successful Bidder, at the Successful Bidder's sole cost, to remove from the Leased Premises any such Improvement.</p> <p><b>Public Liability Cover</b></p> <p>The Successful Bidder shall be required to arrange and maintain, at its own cost public and third-party liability and risk insurance cover (including any other insurances as may be required by Law) and shall keep the same valid for full period of the Lease Agreement.</p>





<b>5.</b>	<p><b>GREEN ECONOMY / CARBON FOOTPRINT</b></p> <p>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.</p>																					
<b>6.</b>	<p><b>TRANSNET'S GENERAL BID CONDITIONS</b></p> <p>The bidder must comply with the terms and conditions of this RFP. Refer to <b>Annexure E</b>.</p>																					
<b>7.</b>	<p><b>EVALUATION METHODOLOGY</b></p> <p>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).</p>																					
	<p style="text-align: center;"><b>7.1. Step 1: Administrative and Substantive Responsiveness</b></p> <p style="text-align: center;">The test for administrative responsiveness will include the following:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 75%;">Administrative &amp; Substantive responsiveness check</th> <th style="width: 25%;">RFP Reference</th> </tr> </thead> <tbody> <tr> <td>• Whether the Bid has been lodged on time</td> <td><i>Section 1</i></td> </tr> <tr> <td>• Whether all <b>mandatory</b>, essential returnable documents and/or schedules [where applicable] were completed and returned by the closing date and time</td> <td><i>All sections</i></td> </tr> <tr> <td>• Verify the validity of all returnable documents</td> <td><i>Section 5</i></td> </tr> <tr> <td>• Verify if the Bid document has been duly signed by the authorised respondent</td> <td><i>All sections</i></td> </tr> <tr> <td>• Whether any general and legislation qualification criteria set by Transnet, have been met</td> <td><i>All sections</i></td> </tr> <tr> <td>• Whether the Bid contains a base rental proposal offer</td> <td><i>Section 4</i></td> </tr> <tr> <td>• Whether the Bid materially complies with the scope and/or specification given</td> <td><i>All Sections</i></td> </tr> <tr> <td>• Entity's financial stability</td> <td><i>All supporting documents</i></td> </tr> <tr> <td>• Whether any Technical Criteria/Minimum requirements/legal requirements have been met</td> <td><i>Section 2</i></td> </tr> </tbody> </table> <p style="text-align: center;"><b>Notes: Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification.</b></p>		Administrative & Substantive responsiveness check	RFP Reference	• Whether the Bid has been lodged on time	<i>Section 1</i>	• Whether all <b>mandatory</b> , essential returnable documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>All sections</i>	• Verify the validity of all returnable documents	<i>Section 5</i>	• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>	• Whether any general and legislation qualification criteria set by Transnet, have been met	<i>All sections</i>	• Whether the Bid contains a base rental proposal offer	<i>Section 4</i>	• Whether the Bid materially complies with the scope and/or specification given	<i>All Sections</i>	• Entity's financial stability	<i>All supporting documents</i>	• Whether any Technical Criteria/Minimum requirements/legal requirements have been met	<i>Section 2</i>
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	<p style="text-align: center;"><b>7.2. Step 2: Technical Evaluation Criteria</b></p> <p style="text-align: center;">The test for the Technical and Functional threshold of the 40 points includes the following:</p>																					

NO.	CRITERIA TO BE EVALUATED	OUTPUT	SCORING GUIDELINE	SCORE	MAX SCORE
1.	Proven track record of property development: (supported by completion certificates)	Bidder's value of property portfolio held for investment purposes	No evidence submitted	0	30
			Property value ≤ R50m	5	
			R50m < Property value ≤ R100m	15	
			R100m < Property value ≤ R200m	20	
			R200m < Property value ≤ R500m	25	
			Property value > R500m	30	
2.	Proposed Development	Bidder to submit concept design and Priced Bills of Quantities (BOQ) supporting the proposal	No concept design or Priced BOQ submitted	0	40
			Concept design and Priced BOQ with a value Under R50m submitted	12	
			Concept design and Priced BOQ with a value between R50m and R100m submitted	24	
			Concept design and priced BOQ with a value between R100m and R200m submitted	36	
			Concept design and Priced BOQ with a value greater than R200m submitted.	40	
3.	Has the respondent submitted a sound financial model and feasibility study?	Feasibility study report containing, amongst others, (Net Present Value (NPV), Profitability Index (PI), Initial Yield, IRR and the Discounted Payback Period (DPP)).	Financial model not submitted or incomplete or financial feasibility cannot be evaluated.	0	30
			Financial model submitted and containing a minimum of NPV, Initial Yield, IRR, Discounted Payback Period but NPV <0	10	
			Financial model submitted and containing a minimum of NPV, Initial Yield, IRR, Discounted Payback Period but NPV >=0	30	
Maximum Score					100
Technical/Functionality Threshold					40
Bidders must score above the <b>technical threshold of 40 points</b> to proceed to the next stage of evaluation.					
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.					

### 7.3. Step 3: Financial Evaluation Criteria

The Standard Rental Offer Schedule must be completed and returned. Bidders will be scored based on their annual Basic Rental and Income Participation Rental percentage, which will be calculated as follows:

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

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

Where:

Pr = points to be awarded for the offer under consideration

Pt = the annual Basic Rental offer under consideration

**P high** = the highest annual Basic Rental offer received

**Ap** = percentage allocated for the price **(90 points)**

b) **Income Participation Rental percentage offer:** The highest acceptable Income Participation Rental Percentage offer will obtain the maximum percentage allocated for Turnover Rental percentage. The other Applicants with lower Income Participation Rental Percentages will proportionately obtain lower percentages based on the following formula:

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

Where:

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

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

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

**Ap** = percentage allocated for the Income Participation Rental percentage **(10 points)**.

c) **Commercial Offer (Rental offer)**

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

$$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where:

*Ps* = Points scored for the price (a & b) of Bid under consideration

*Pt* = Price of Bid under consideration

*Pmax* = Price of highest acceptable Bid



**BBBEE points** [Weighted score 10 points]

- BBBEE points claim form.
- Preference points will be awarded to a bidder for attaining the BBBEE levels requirements in accordance with the below:
  - BBBEE Level 1 or 2 = 10 points
  - BBBEE Level 3 – 9 = 0 points

**Notes for the Rental Offer (Including Basic and Income Participation Rental):**

- a) Bidders must ensure that the annual escalation proposed is included in the overall rental offer submitted.
- b) Transnet Property will verify the correctness of the calculations provided in the above rental offer.
- c) Transnet Property reserves the right to consider the verified rental offer calculations in awarding the lease to the Bidder.
- d) Bidders are to note that if the rental offer by the highest scoring bidder is not market-related, Transnet may not award the lease to that Bidder. Transnet may-
  - (i) negotiate a market-related rental with the Bidder scoring the highest points or cancel the RFP;
  - (ii) if the highest scoring Bidder does not agree to a market-related rental, Transnet Property may negotiate a market-related rental with the Bidder scoring the second highest points or cancel the RFP;
  - (iii) if the Bidder scoring the second highest points does not agree to a market-related rental, Transnet Property may negotiate a market-related rental with the Bidder scoring the third highest points or cancel the RFP.
  - (iv) If a market-related rental is not agreed upon with the Bidder scoring the third highest points, Transnet must cancel the RFP.
- e) Rental must be quoted in South African Rand inclusive of VAT.

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

**7.4. Step 4: 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 signed Transnet Standard lease Agreement.



STANDARD RENTAL OFFER SCHEDULE		
1.	<b>Lease commencement date</b>	
2.	<b>Lease term</b> (no. of months) <i>(Inclusive of Beneficial Occupation period)</i>	
3.	<b>Beneficial occupation period</b> (no. of months)	
4.	<b>Rental commencement date</b>	
5.	<b>Capital expenditure to be invested in the property</b> (Rand)	
6.	<b>Basic monthly rental</b> (Rand/month) <i>(Note: The basic rental is exclusive of all municipal costs, which will be for the Lessee's account and will be recovered separately from the Lessee.)</i>	
7.	<b>Valid BBBEE</b> (level 1 or 2) Certificate for scoring	<b>10 points</b>
8.	<b>Annual rental escalation rate</b> (% per annum)	<b>7%</b>
9.	<b>Percentage of Income Participation Rental</b> (% of gross rental income) <i>(Note: The income participation rental will be calculated as a percentage of the Lessee's gross turnover generated by the completed development)</i>	<b>1.5%</b>



## SECTION 4: GENERAL TERMS OF REQUEST FOR PROPOSAL

1.	<p><b>DISCLOSURE OF CONTRACT INFORMATION</b></p> <p><b>PROPOSED OFFER TENDERED</b></p> <p>Respondents are to note that, on award of business, Transnet is required to publish the outcome of the RFP and information of the successful Respondents <i>inter alia</i> on the National Treasury e-Tender Publication Portal, (<a href="http://www.etenders.gov.za">www.etenders.gov.za</a>), as required per National Treasury Instruction Note 09 of 2022/2023.</p> <p><b>JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS</b></p> <p>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.</p> <p><b>DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)</b></p> <p>Transnet is free to enter into any commercial partnership with 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:</p> <ul style="list-style-type: none"> <li>▪ Considered relevant governance protocols;</li> <li>▪ Determined the DPIP or FPPO status of that counterparty; and</li> <li>▪ Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.</li> </ul> <p>As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <a href="https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP">https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP</a>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:</p>						
	<p>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.</p>						
	<p><b>Is the Respondent</b> (Complete with a "Yes" or "No")</p>						
	<table border="1"> <tr> <td data-bbox="284 1973 523 2069"><b>A DPIP/FPPO</b></td> <td data-bbox="523 1973 632 2069"></td> <td data-bbox="632 1973 831 2069"><b>Closely Related to a DPIP/FPPO</b></td> <td data-bbox="831 1973 941 2069"></td> <td data-bbox="941 1973 1235 2069"><b>Closely Associated to a DPIP/FPPO</b></td> <td data-bbox="1235 1973 1460 2069"></td> </tr> </table>	<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>	
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>			



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	Non-Active
1.						
2.						
3.						
4.						
<p>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.</p>						
2.	<p><b>NATIONAL RAILWAY SAFETY REGULATOR ACT</b></p> <p>In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent shall ensure that under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in this RFP, and shall also adhere to railway safety requirements and/or regulations [as applicable]. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.</p>					
Accepted				YES		NO
<p><b>RISK</b></p> <p>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:</p>						
a. <b>Compliance with the Occupational Health and Safety Act, 85 of 1993:</b>						



	<b>b. Compliance with the National Railway Safety Regulator Act, 16 of 2002:</b>	
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		
<p>I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods/Services within 2 [two] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.</p> <p>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.</p> <p>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.</p>		
<p><b>ADDRESS FOR NOTICES</b></p> <p>The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The <i>domicilium citandi et executandi</i> shall be a place in the Republic of South Africa to be specified by</p>		



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:	
Email:	
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)	Registration number 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	<b><i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP may result in a Respondent's disqualification.</i></b>
Returnable Documents Used for Scoring	<b><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></b>
Essential Returnable Documents	<b><i>Failure to provide essential Returnable Documents will 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></b>

a)	<b><i>Mandatory Returnable Documents</i></b>	
	Respondents are required to submit with their bid submissions the following <b><u>Mandatory Returnable Documents</u></b> , and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:	
b)	<b><i>Returnable Documents Used for Scoring</i></b>	
	<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
	Proposed Development Offer	
	<b>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent’s disqualification.</b>	
In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following <b><u>Returnable Documents Used for Scoring</u></b> and also to confirm submission of these documents by so indicating [Yes or No] in the table below:		
	<b>RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
	1. Schedule of Property investments to show track record supported by completion certificates.	

	2. Concept design and priced Bill of Quantities for development proposal. 3. Financial Model and Feasibility report showing NPV, Profitability Index, Initial yield, IRR, Discounted Payback Period.	
	<i>Some of the supporting documents may be requested in soft copies for the evaluation committee to be able to test the data provided</i>	
<b>c)</b>	<b>Essential Returnable Documents:</b>	
	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] below:	
	<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
	In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
	Completed Lease Application Form	
<p><b>CONTINUED VALIDITY OF RETURNABLE DOCUMENTS</b></p> <p>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 [<b>the Agreement</b>] 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.</p>		
SIGNED at _____ on this _____ day of _____ 20____		
NAMES OF WITNESSES		SIGNATURE OF WITNESSES
1.		
NAMES OF WITNESSES		SIGNATURE OF WITNESSES
2.		
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:		
NAME:		DESIGNATION:



## SECTION 5: 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)	Non-disclosure Agreement
3)	Specifications and drawings 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.



## SECTION 6: 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.	Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
3.	We have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
4.	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.
5.	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;
6.	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;
7.	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;
8.	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



9.	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:	
	<b><i>[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]</i></b>	
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.		

## SECTION 7: BIDDER'S DISCLOSURE (SBD4)

<b>1.</b>	<b>PURPOSE OF THE FORM</b>			
<b>1.1.</b>	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.			
<b>1.2.</b>	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.			
<b>2.</b>	<b>BIDDER'S DECLARATION</b>			
<b>2.1.</b>	Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest <sup>1</sup> in the enterprise, employed by the state?	<b>YES</b>		<b>NO</b>
<b>2.1.1.</b>	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.			
	<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State Institution</b>	
<b>2.2.</b>	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?	<b>YES</b>		<b>NO</b>
<b>2.2.1.</b>	If so, furnish particulars:			

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

<b>2.3.</b>	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?	<b>YES</b>		<b>NO</b>	
2.3.1.	If so, furnish particulars:				
<b>2.4.</b>	<b>DECLARATION</b>				
	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:				
2.4.1.	I have read and I understand the contents of this disclosure;				
2.4.2.	I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;				
2.4.3.	The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium <sup>2</sup> will not be construed as collusive bidding.				
2.4.4.	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.				

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





2.4.5.	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.
2.4.6.	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.
2.4.7.	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.
<p>I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.</p> <p>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.</p>	
<b>2.5.</b>	<b>BREACH OF LAW</b>
<p>We further hereby certify that <i>I/we</i> (the bidding entity and/or any of its directors, members or partners) <b>have/have not been</b> [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.</p> <p>Where found guilty of such a serious breach, please disclose:</p>	
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

Name:

Name:

Position:

Position:

Signature:

Signature:

Date:

Registration No of Company/CC

Place:

Registration Name of Company/CC

## SECTION 8: PROTECTION OF PERSONAL INFORMATION

1.	<p>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"):</p> <p>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.</p>
2.	<p>Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:</p> <p>Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.</p>
3.	<p>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</p>



	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.			
	<b>Respondents are required to provide consent below:</b>			
	<b>Consent</b>	<b>YES</b>		<b>NO</b>
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.			
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 <a href="https://www.justice.gov.za/infoereg/">https://www.justice.gov.za/infoereg/</a> , click on contact us, click on complaints.IR@justice.gov.za				