



Transnet SOC Ltd

REQUEST FOR PROPOSALS

Transnet Property:

Property Management Leasing

REPUBLIC OF SOUTH AFRICA

RFP NUMBER: TP/2023/10/0003/47252/RFP

ISSUE DATE: 10 November 2023

NON-COMPULSORY

CLARIFICATION MEETING: 16 November 2023, 10h00

BID CLOSING DATE: 08 December 2023

BID SUBMISSION TIME: 14h00

BID VALIDITY PERIOD: 180 days after the closing

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SECTION 1:

1. SBD 1 FORM:							
All Bidders are required to complete the SBD1 Form and include it in their Proposal.							
PART A INVITATION TO BID							
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PROPERTY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TP/2023/10/0003/47252/RFP	ISSUE DATE:	10 November 2023	CLOSING DATE:	08 December 2023	CLOSING TIME:	14H00 GMT
DESCRIPTION	Leasing development for Windemere Property in Cape Town						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Alfred Matsepe			CONTACT PERSON	The Project Manager		
E-MAIL ADDRESS	Windemereleasedev@transnet.net			E-MAIL ADDRESS	Same		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
CELLPHONE NUMBER				TELEPHONE 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]			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]	
		Yes	No			Yes	No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]							
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		Yes	No	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?			Yes
	[IF YES ENCLOSE PROOF]					[IF YES, ANSWER QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDERS/CONSORTIUMS WHICH ARE FOREIGN ENTITIES / SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						YES	NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						YES	NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						YES	NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						YES	NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						YES	NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.							

BIDDER/CONSORTIUM INFORMATION – Lead Member				
NAME OF LEAD MEMBER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
BIDDER/CONSORTIUM INFORMATION – Member (1)				
NAME OF CONSORTIUM TEAM MEMBER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
BIDDER/CONSORTIUM INFORMATION – Member (2)				
NAME OF CONSORTIUM TEAM MEMBER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
BIDDER/CONSORTIUM INFORMATION – Member (3)				
NAME OF CONSORTIUM TEAM MEMBER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				

BIDDER/CONSORTIUM – Member (4)				
NAME OF CONSORTIUM TEAM MEMBER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
BIDDER/CONSORTIUM – Member (5)				
NAME OF CONSORTIUM TEAM MEMBER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				

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:	

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"
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.



What's App
Speak to an Agent via What's App.



Speak to an Agent
Speak to an Agent via the platform with no call or data charge



Telegram
Speak to an Agent via Telegram



0800 003 056



086 551 4153



reportit@ethicshelpdesk.com



***120*0785980808#**

2. **Invitation to Bid**

- 2.1 Transnet is inviting local and international investors interested in Leasing the Subject property from Transnet with the intention of developing the Subject Property to submit Proposals in response to this Request for Proposal (RFP).
- 2.2 Transnet intends to select the Preferred Bidder in accordance with the evaluation methodology set out in this RFP document.
- 2.3 Subject to finalisation of the Project Agreements, Transnet, through Transnet Property, will enter into a Development Lease agreement with the Successful Bidder.

3. **Deadline for Submission of Proposals**

Proposals must be received by Transnet on or before **14h00 GMT on 08 December 2023**, or such later date as Transnet may in its discretion determine by notice or update to Bidders.

4. **Formal Briefing**

There will be a Non-Compulsory Tender Clarification Meeting which will be conducted on Microsoft Teams link on the **16 November 2023, at 10h00** [10 O'clock] for a period of ± 2 (Two) hours. [Tenderers to make provision for loadshedding].

The Non-Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.

Respondents are required to submit their interest to attend the non-compulsory briefing session to Windemereleasedev@transnet.net well before the start of the briefing session to enable the team to send a meeting invite with a link to the meeting.

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

5. **Right to Cancel**

Transnet does not bind itself, and there is no obligation of any nature whatsoever imposed upon Transnet, to respond to or accept any Proposal or any other submission, and Transnet hereby expressly reserves the right to at any time withdraw from or cancel the Request for Proposals or the Procurement Process.

SECTION 2:

DISCLAIMER

6. No Contract

- 6.1 This RFP is not intended to, and will not, impose any legal obligation on Transnet other than as expressly set out herein.
- 6.2 By participating in the RFP process, Bidders expressly acknowledge, confirm, and agree that no contract, legal relationship, or obligation of any nature whatsoever arises from, or is formed under, this RFP or the Procurement Process described herein.
- 6.3 The information set out in this RFP, or any document related to this RFP is not intended, and does not purport, to contain all the information required to enable Bidders to prepare Proposals. Bidders are required to conduct and rely upon their own investigations and analysis pursuant of the opportunity.
- 6.4 Neither Transnet, nor any of its directors, officers, employees, consultants, Transaction Advisors, contractors, representatives, or agents make any representation or warranty, either express or implied, as to the accuracy, completeness, reliability or reasonableness of the contents of this RFP or of any information or material in the Information Memorandum. Transnet is under no obligation to correct, update or revise this RFP, or the Information Memorandum or any written or oral communications transmitted to any Bidders.

7. Waiver And Release

- 7.1 Transnet hereby expressly disclaims any and all liability for any costs, damages, liabilities or claims of any nature whatsoever, arising from or relating to the participation by any Person in the Procurement Process described herein or based upon or relating to any information, material, forecasts or estimates contained in this Request for Proposals or any written or oral communications by Transnet or any of its directors, officers, employees, consultants, Transaction Advisors, contractors or representatives.
- 7.2 As a condition of its participation in the Procurement Process described herein, Bidders agree and confirm that neither them nor any of their Consortium members, nor their advisors will make any claim or demand, or bring any action, suit or petition against Transnet, or any of its directors, officers, employees, consultants, Transaction Advisors or representatives, for any costs, damages, liabilities or claims of any nature whatsoever relating to its participation in the Procurement Process described herein or based upon or relating to any information, material, forecasts or estimates contained in this Request for Proposals or any written or oral communication by Transnet or any of its directors, officers, employees, consultants, Transaction Advisors, contractors or representatives.

SECTION 3:

DEFINED TERMS

8. Defined Terms

As used in this Request for Proposals: These definitions are not meant to supersede the definition of in the lease agreement.

- 8.1 **"Applicable Law"** means all laws in force and effect as of the date of issue of this RFP and which may be promulgated or brought into force and effect hereinafter in the Republic of South Africa, including statutes, rules, regulations, directions, by-laws, notifications, ordinances and judgments having force of law, or any final interpretation by a court of law having jurisdiction over the matter in question, as may be in force and effect during the course of this Procurement Process.
- 8.2 **"Authorised Representative"** means a natural person designated by the Bidder who has the capacity and legal authority to represent the Bidder and act as its contact with Transnet for all matters relating to the Procurement Process. In the event that the Bidder is a Consortium, the Authorised Representative of the Bidder must be a duly authorised representative of the Lead Member of the Consortium.
- 8.3 **"B-BBEE"** has the meaning given to it in the B-BBEE Act.
- 8.4 **"B-BBEE Act"** means the Broad Based Black Economic Empowerment Act, No. 53 of 2003.
- 8.5 **"B-BBEE Codes"** means the B-BBEE Codes of Good Practice issued in terms of section 9(1) of the B-BBEE Act.
- 8.6 **"B-BBEE Contributor Status"** means the level at which a measured entity is recognised, based on its overall performance in respect of B-BBEE Elements, measured in terms of the B-BBEE Codes and/or any applicable Sector Codes, demonstrated by the submission of a valid B-BBEE Verification Certificate.
- 8.7 **"B-BBEE Elements"** means the elements contained in the B-BBEE Codes for measuring achievement of B-BBEE in relation to a measured entity.
- 8.8 **"B-BBEE Verification Certificate"** means a B-BBEE rating certificate or affidavit issued in terms of a Sector Code or the B-BBEE Codes, as applicable.
- 8.9 **"Bidder"** means an interested party (which could be a single Person or a Consortium) who will submit a Statement of Qualifications and Proposals pursuant to this RFP.
- 8.10 **"Bid Submission Date"** means 08 December, 2023.

- 8.11 **"Competition Act"** means the Competition Act, No. 89 of 1998.
- 8.12 **"Conflict of Interest"** has the meaning ascribed to it in paragraph 61 of this RFP.
- 8.13 **"Consortium"** means any joint venture, partnership or other grouping comprised of two or more Persons which is established for purposes of responding to the RFP and participating in the Project.
- 8.14 **"Consortium Team Member"** means the members of the Consortium, where the Bidder is a Consortium.
- 8.15 **"Contact Person"** means the sole point of contact for Bidders to submit communications to Transnet in relation to this RFP, as detailed at paragraph 48.2.7 of this RFP.
- 8.16 **"COVID-19"** means an infectious disease caused by the SARS-CoV-2 virus.
- 8.17 **"EBITDA"** means earnings before interest, taxes, depreciation, and amortization.
- 8.18 **"Forms"** means the blank forms included in this RFP, numbered as Form I to Form X, each of which must be completed by the Bidder and, where applicable, each Consortium Team Member, and submitted to Transnet as part of the response to the RFP.
- 8.19 **"Government Department"** means the Department of Public Enterprises, National Treasury and any other organ of state notified by Transnet to the Bidders as being directly connected with the implementation of the Procurement Process.
- 8.20 **"Lead Member"** means, in relation to a Bidder, the entity which, through the Authorised Representative, legally and fully represents and irrevocably binds all Consortium Team Members in all matters connected with the Procurement Process and any related transactions.
- 8.21 **"List of Restricted Suppliers"** means suppliers who for valid reasons, have transgressed Transnet and Government Department procurement policies, processes, and legislation and as such, have been restricted by National Treasury from doing any business with the state.
- 8.22 **"Memorandum of Incorporation"** means "Memorandum of Incorporation" or "MOI" means a public document which sets out the rights, obligations and responsibilities of shareholders, directors, and prescribed officers of a company.
- 8.23 **"Minimum Financial Criteria"** means the financial criteria.
- 8.24 **"National Treasury"** has the meaning ascribed to it in the Public Finance Management Act, No. 1 of 1999.

- 8.25 **"Development Lease"** means a lease in terms of which Transnet enters into a long-term lease with a tenant over a property consisting of, either unimproved vacant land or a building where the existing improvements are to be demolished, and the Tenant has the right to develop or redevelop the property with buildings and other structures in terms of an agreed and approved development plan and specifications. The tenant obtains a leasehold title over the improvements on the land until expiry of the lease agreement whereafter all improvements developed on the property revert to Transnet without any compensation due to the tenant.
- 8.26 **"Person"** means a natural person, company, close corporation or any other juristic person or other corporate entity, charity, partnership, joint venture, syndicate, association, trust or unincorporated organization and any trustee or any other association of persons.
- 8.27 **"Person of Influence"** means any person who is or at any point in the 10 years preceding the issue of the RFP was a (a) Domestic Prominent Influential Person; or (b) Foreign Prominent Public Official in terms of Schedule 3A and Schedule 3B, respectively, of the Financial Intelligence Centre Act No. 38 of 2001, including their family members contemplated in section 21H of that Act and their friends or business partners.
- 8.28 **"PFMA"** means the Public Finance Management Act No. 1 of 1999.
- 8.29 **"PPPFA"** means the Preferential Procurement Policy Framework Act, No. 5 of 2000.
- 8.30 **"Preferred Bidder"** means the Bidder whose compliant Proposal has met or exceeded the Evaluation Criteria and is invited by Transnet to participate in contract negotiations for purposes of finalization of the Project Agreements.
- 8.31 **"Prevention and Combating of Corrupt Activities Act"** means the Prevention and Combating of Corrupt Activities Act, No.12 of 2004.
- 8.32 **"Subject Property"** means portions of the following erven: Remainder of Erf 178061 Cape Town, Erf 178062 Cape Town and Erf 178070 Cape Town, demarcated in the Discussion plan attached as Annexure A.
- 8.33 **"Procurement Process"** means the process for selecting a tenant for the lease and development of the Subject Property.
- 8.34 **"Prohibited Person"** means a Person (a) whose name appears on the Database of Restricted Suppliers published by National Treasury; or blacklisted by such Person's professional body (if applicable); or (c) who is or who is Related to any employee or director of Transnet; or (d) who is or who is Related to any official or employee of a Government Department who has or may have the ability to influence a decision of any Government Department or a regulatory authority pertaining to the Project; or (e) who

or which has been charged with or found guilty in a court of law of fraud or corruption-related crimes; or (f) listed in a Sanctions List or who/which is subject to Sanctions; or (g) ordinarily resident, organised or operating in a country or territory which is listed on a Sanctions List or is subject to Sanctions; or (h) who is a Person of Influence, whose involvement in the Project has the potential to harm the reputation or standing of Transnet or bring the Project into disrepute.

- 8.35 **"Project"** means the entire scope of work and services relating to the development project to be proposed by the bidder on the Subject Property in response to this RFP, which is to be carried out by the Successful Bidder in accordance with the Project Agreements.
- 8.36 **"Project Agreements"** means, collectively, the Development Brief, and any other necessary agreements to be entered into by Transnet and the Successful Bidder in respect of the Project.
- 8.37 **"Proposal"** means a proposal submitted by a Bidder in response to the RFP.
- 8.38 **"Proposal Documents"** means, collectively, the Non-Disclosure Agreement/s, the completed Forms, and all other returnable documents and annexures as specified in the RFP.
- 8.39 **"Qualification Declaration"** means the form of Qualification Declaration attached hereto marked Form VIII.
- 8.40 **"Register for Tender Defaulters"** means a register of suppliers who have been found to have breached procurement tender rules when doing business with the state.
- 8.41 **"Related"** means a relationship formed on the basis of any one or more of:
- 8.41.1 directors and shareholders;
 - 8.41.2 family (including spouses and in-laws);
 - 8.41.3 friendship;
 - 8.41.4 partnership or participation in the same business venture;
 - 8.41.5 professional engagement; or
 - 8.41.6 employment.
- 8.42 **"Returnable Documents"** means the SBD1 Form provided in paragraph **Error! Reference source not found.**, the forms described in paragraph 26.1, B-BBEE certificate as per paragraph 18.1, the tax compliance requirement set out in paragraph 37, due diligence declaration required by paragraph 38.2 and all information required by Section 9.

- 8.43 **"Request for Proposals"** or "RFP" means this Request for Proposals (including all annexures and accompanying documentation) issued by Transnet to select the Preferred Bidder to pursue the Project.
- 8.44 **"RFP Declaration and Breach of Law"** means the form of Declaration of Interest attached hereto as Form IV.
- 8.45 **"Sanctions"** means trade, economic or financial sanctions, embargoes or restrictions imposed or applied pursuant to applicable Laws and regulations which are administered or enforced from time to time by any Sanctions Authority.
- 8.46 **"Sanctions Authority"** means: (a) the United Nations; (b) the European Union; (c) the government of the United States of America; (d) the government of the United Kingdom; (e) the government of the Republic of France, and any of their applicable and authorised governmental authorities, including, without limitation, the Office of Foreign Assets Control for the US Department of Treasury (also known as "OFAC"), the US Department of Commerce, the US State Department or the US Department of the Treasury, Her Majesty's Treasury (also known as "HMT"), the Bank of England and the French Ministry of Finance.
- 8.47 **"Sanctions List"** means: (a) the Specially Designated Nationals and Blocked Persons List maintained by OFAC; and (b) the Consolidated List of Financial Sanctions Targets and the Investments Ban List maintained by HMT, and any similar list maintained, or a public announcement of a Sanctions designation made by any Sanctions Authority, in each case as amended, supplemented, or substituted from time to time.
- 8.48 **"Statement of Qualifications"** means a statement of qualifications to be made by a Bidder and submitted to Transnet in response to the RFP, as part of the Returnable Documents.
- 8.49 **"Timetable"** has the meaning ascribed to it in paragraph 13 of this RFP.
- 8.50 **"Transnet"** means Transnet SOC Ltd, registration number 1990/000900/30.
- 8.51 **"Transnet e-tender Submission Portal"** means the portal described in paragraph 48.2.3.1 of this RFP.
- 8.52 **"Transnet Property"** means the division of Transnet that is mandated to manage a portfolio of commercial, industrial and residential properties owned by Transnet.

SECTION 4:

GENERAL INTRODUCTION

9. TRANSNET SOC LTD

- 9.1 Transnet is a state-owned company (constituted in terms of the Legal Succession to the South African Transport Services Act No. 9 of 1989), with the South African Government as the sole shareholder. As a state-owned company (SOC) and major public entity, the Companies Act No. 71 of 2008 and the Public Finance Management Act No. 1 of 1999 (PFMA), serve as Transnet's primary governing legislation. Transnet is also subject to the JSE Debt Listings Requirements as they pertain to (i) the registration of a debt listing programme; and (ii) debt securities listed and to be listed.
- 9.2 Transnet's Memorandum of Incorporation - approved by the Shareholder Minister on 25 June 2013 – aligns with the provisions of the PFMA, the Companies Act, and the National Ports Act 12 of 2005.
- 9.3 Transnet's mandate is to:
 - 9.3.1 Assist in lowering the cost of doing business in South Africa;
 - 9.3.2 Enable economic growth; and
 - 9.3.3 Ensure security of supply by providing appropriate port, rail, and pipeline infrastructure in a cost-effective and efficient manner, within acceptable benchmarks.
- 9.4 Transnet signs an annual Shareholder's Compact with the Government of the Republic of South Africa, represented by the Minister of Public Enterprises. The Shareholder's Compact mandates Transnet to deliver on numerous strategic deliverables, including sustainable economic, social, and environmental outcomes. Transnet seeks to promote economic growth in the Republic of South Africa by providing its customers with access to world-class integrated logistics solutions and by creating transportation capacity ahead of demand.
- 9.5 Transnet is the owner of South Africa's railway, ports and pipelines infrastructure and is structured to provide transport and handling services through its five operating divisions, namely:
 - 9.5.1 Transnet Freight Rail (TFR),
 - 9.5.2 Transnet Engineering (TE),
 - 9.5.3 Transnet National Ports Authority (TNPA),
 - 9.5.4 Transnet Port Terminals (TPT);
 - 9.5.5 Transnet Pipelines (TPL); and
 - 9.5.6 Transnet Property (TP)

10 TRANSNET PROPERTY

- 10.1 The division is mandated to manage a portfolio of owned by Transnet. The portfolio currently under management comprises commercial, industrial and residential properties. Transnet Property also has in its holdings, retail, vacant land and agricultural space whilst the residential portfolio is made up of mainly vacant stands, residential houses, lodges and hostels.

Transnet Property's core business can be divided into two, i.e. portfolio management and specialised property services.

- 10.2 Portfolio Management is driven from the regional level and encompasses the following activities:

- Property Management;
- Facilities Management;
- Valuations;
- Land Surveys,
- Geographic Information Systems (GIS) and Spatial Planning;
- Finance and Administration

- 10.3 Specialised Property Services include amongst others,

- Geospatial services
- Valuations
- Acquisitions
- Disposals

11 MARKET OPPORTUNITIES AND THE PROJECT

- 11.1 Market Opportunities

- 11.1.1 The Subject Property has been identified as a property with development potential that Transnet Property, through this RFP, can capitalise on.

12 THE PROJECT

- 12.1 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, also referred to as the "Lessor", for the lease and development of portions of the following erven: **Remainder of Erf 178061 Cape Town, Erf 178062 Cape Town and Erf 178070 Cape Town**, collectively referred to as the "Subject Property" and demarcated in the Discussion plan attached as **Annexure A**.
- 12.1.1 TP owns a vast portfolio of properties and has been mandated to maximise the potential of these assets.
- 12.1.2 TP'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.
- 12.1.3 The Subject Property has been identified as a property with development potential.
- 12.1.4 TP intends to invite interested parties willing to lease the Subject Property from TP and develop it to its highest and best use.
- 12.1.5 Interested parties are required to submit proposals that will express their interest to lease the Subject Property and inject capital into the assets through development. 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.
- 12.1.6 Preference will be given to the Bidders 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.
- 12.2 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.
- 12.3 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 will result in the lease offer being withdrawn.

12.4 DETAILS OF PROPERTIES AVAILABLE FOR LEASE.

12.4.1 The Subject Property, comprising of portions of three erven, is to be leased on an as-is basis. The details of the erven that constitute the Subject Property are summarized in Table 1 below and demarcated in the Discussion Plan diagram attached as **Annexure A**.

ITEM	DETAIL
DESCRIPTION	Remainder of Erf 178061 Cape Town Erf 178062 Cape Town Erf 178070 Cape Town
SG DIAGRAM NO.	Remainder of Erf 178061 Cape Town: 1769/1967 Erf 178062 Cape Town: 5880/1983 Erf 178070 Cape Town: 94/1979
TITLE DEED NO.	Remainder of Erf 178061 Cape Town: T7717/1977-04-06 DT Erf 178062 Cape Town: T56005/1987-11-19 DT Erf 178070 Cape Town: T52571/1984 CRT ENDRS T52572/1984-10-25

ITEM	DETAIL	
EXTENT OF AREA TO BE LEASED	Portion of Remainder of Erf 178061 Cape Town: 6,92 ha Portion of Erf 178062 Cape Town: 30,93 ha Portion of Erf 178070 Cape Town: 0,66 ha Total: 38,51 ha	
ZONING	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>	
EXISTING ENCUMBRANCES/ SERVITUDES	Refer to Annexure B detailing the encumbrances. Bidders are to note that there may be additional encumbrances and services that TP is not aware of and Bidders are therefore required to conduct their own due diligence to this effect.	
EXISTING MUNICIPAL CONNECTIONS	Electricity:	Yes
	Water	Yes
	Sewer	Yes

Table 1: Property Details

- 12.5 The Successful Bidder is required to undertake any development at their own cost and ensure compliance with the relevant building standards, and Town planning restrictions. Should the Successful Bidder propose a use of the property that would require rezoning of the property, the Bidder's proposal should explicitly state as such. Transnet will endeavour to assist with all necessary documentation to complete all Town planning processes.
- 12.6 A maximum of 24 months Beneficial Occupation will be considered, however, all related holding costs (municipal charges etc.) will be payable to the Lessor during the Beneficial Occupation period. The length of the proposed Beneficial Occupation period must be justified in the Bidder's Business Plan which will be subject to approval by Transnet Property.
- 12.7 Bidders are advised to ensure that an inspection of the Subject Property is conducted prior to submitting their Bids.
- 12.8 Bidders are to note that the site was previously used as informal dumping site and is contaminated. Bidders are therefore required to ensure that their proposal takes into consideration the need to rehabilitate the contaminated site. Any inspections and studies to assess the extent of the contamination and any other works required to ensure the site is suitable for the proposed development will be the responsibility of the bidders and shall be at the bidder's cost.
- 12.9 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.
- 12.10 Transnet seeks to align with global efforts to reduce effects of climate change and the Sustainable Development ("SDG") Goal 13 and the National Development Plan and will give preference to Bidder's proposals that reflect the implementation of Green Building Standards and Sustainable initiatives that seek to improve building efficiencies, reduce greenhouse gas emissions as well as improve sustainability in water usage and power generation. Bidders are required to research Transnet's Environmental Stewardship goals as outline in the latest Transnet Annual Integrated Report and ensure that their submissions detail how their proposals will assist Transnet in achieving the said goals.
- 12.11 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 the greater of the basic rental quoted in paragraph 12.11.1, below, and the income participation rental quoted in paragraph 12.11.2, below. Transnet Property is expecting:

- 12.11.1 a minimum Basic Rental of **R657, 000.00** (excluding VAT) per month (**R7,884,000.00**, excluding VAT per annum), with an annual escalation rate of **7%**, which shall be exclusive of all municipal charges which shall be for the Lessee's cost and recovered from the Lessee by the Lessor separately;
- 12.11.2 and a minimum Income Participation Rental percentage of **8%** of the Lessee's annual gross rental income generated by the completed development. Should the PREMISES or any portion thereof be used by the Lessee for his own business or trading purposes, a market related rental for such areas shall be determined in accordance with sub-clause 1.4 of **Annexure C** of the standard Transnet Property lease agreement and be included as part of the gross monthly rental income.

SECTION 5:

COMMERCIAL AND GOVERNANCE ARRANGEMENTS

13 LEASE TERM

The Lease Term is for a period of 25 (twenty-five) years, inclusive of the Beneficial Occupation period. Transnet Property and the successful Bidder will enter into an appropriate lease agreement for the duration of the lease term.

13.1 Lease option/Renewal periods:

NB: There is no option to renew the lease.

13.2 Rates and Taxes charges:

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 (including during the Beneficial Occupation period).

13.3 Service consumption charges:

13.3.1 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 (including during the Beneficial Occupation period).

13.3.2 Transnet Property will raise a distribution fee for the provision and maintenance of the utilities it provides (including during the Beneficial Occupation period).

13.4 Maintenance and Repairs:

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.

13.5 Ownership of Improvements Following Termination:

13.5.1 Any Improvements made to the Leased Premises shall accede to the land and the ownership thereof shall vest in the Lessor without any compensation whatsoever being payable by the Lessor to the Lessee.

13.5.2 Notwithstanding the provisions of paragraph 13.5.1, the Lessor shall have the right to either retain or, at its sole and unfettered

discretion, to order the Lessee, at the Lessee's sole cost, to remove from the Leased Premises any such Improvement.

14 Public Liability Cover:

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.

SECTION 6:

PROCUREMENT PROCESS AND SCHEDULES

15 PROCUREMENT PROCESS OVERVIEW

15.1 Transnet will conduct the Procurement Process for the selection of a tenant for the Subject Property by;

15.1.1 Soliciting bids in response to this RFP;

15.1.2 Providing Bidders with the opportunity to seek clarification and to submit questions regarding this RFP and the Project to Transnet. Enquiries and responses will be made available to all Bidders. Transnet reserves the right, subject to applicable legislation, to elect not to respond to any enquiry or question;

15.1.3 Evaluating the Proposal and selecting the Preferred Bidder based on the criteria set out in Section 10;

16 ANTICIPATED PROCUREMENT SCHEDULE

16.1 The key milestones in the Procurement Process and the currently anticipated schedule for its completion are, subject to internal and third-party approvals, set out in the following table ("**Timetable**"):

	MILESTONE	DATE
a)	RFP ISSUE DATE	10 November 2023
b)	RFP BRIEFING SESSION	16 November 2023
c)	CLARIFICATION QUESTION AND ANSWER PERIOD	Up to 24 November 2023
d)	BID SUBMISSION DATE (CLOSING DATE FOR SUBMISSION OF BIDDER PROPOSALS)	08 December 2023
e)	EVALUATION OF PROPOSALS AND ANNOUNCEMENT OF SELECTION OF PREFERRED BIDDER	January 2024
f)	NEGOTIATION AND COMPLETION OF PROJECT AGREEMENTS AND DEVELOPMENT LEASE AGREEMENT	February 2024

- 16.2 The Timetable represents the approximate dates on which Transnet currently anticipates the various stages of the Procurement Process will be carried out and, except as otherwise set out in this Request for Proposals, remains subject to change at the sole discretion of Transnet.

17 CONSORTIUMS

Submissions of Proposals from Consortiums will be accepted by Transnet provided that:

- 17.1 The nature of, and parties to, the Consortium must be detailed in the Consortium's Proposal;
- 17.2 each Consortium Team Member enters into a Non-Disclosure Agreement (attached hereto marked Form III) and submits it to Transnet through the Transnet e-Tender Submission Portal on or before the Bid Submission Date;
- 17.3 each Consortium Team Member completes a Qualification Declaration (attached hereto marked Form VIII) and an RFP Declaration and Breach of Law Form (attached hereto marked Form IV) and submits those completed Proposal Documents to Transnet through the Transnet e-Tender Submission Portal on or before the Bid Submission Date;
- 17.4 at least the one member of the Consortium Team Members must satisfy the Minimum Financial Criteria.
- 17.5 A Bidder cannot submit a Proposal as an individual and as a member of a Consortium. Furthermore, a member of a particular Consortium cannot be a member of any other Consortium submitting a Proposal;

18 PREFERENTIAL PROCUREMENT QUALIFICATION CRITERIA

- 18.1 The Proposal must be accompanied by a B-BBEE Verification Certificate showing its B-BBEE Contributor Status. Where the Bidder's B-BBEE Contributor Status has not been verified through the issue of a B-BBEE Verification Certificate, the Bidder should clearly indicate this in the Proposal.
- 18.2 Although the B-BBEE Contributor Status of the Bidder is not a requirement for the selection of Preferred Bidder, the Development Lease will be required to hold a B-BBEE Contributor Status of at least a level 4.

19 CONTACT PERSON

- 19.1 Transnet shall manage the Procurement Process and shall be the single point of contact for all Bidders.
- 19.2 During the RFP phase of the Procurement Process, Bidders shall contact Transnet only through the Contact Person.

- 19.3 All communications regarding the Procurement Process must be addressed to the following email address: Windemereleasedev@transnet.net
- 19.4 Bidders may also, at any time after the Bid Submission Date, communicate via the Contact Person on any matter relating to its Proposal. Bidders are to note that changes to its Proposal will not be considered after the Bid Submission Date, except as contemplated in this RFP.

20 CLARIFICATION AND QUESTIONS SUBMISSION PROCESS

- 20.1 Bidders can address their questions related to the RFP and the Procurement Process in writing to Transnet through the Transnet e-Tender Submission Portal or the Contact Person.
- 20.2 Questions and answers will be distributed to all registered Bidders. Transnet reserves the right, subject to Applicable Law, not to respond to questions or communications made by a Bidder.
- 20.3 Bidders shall submit questions in accordance with the deadline set out in the Timetable in paragraph 16.

21 BRIEFING SESSION

- 21.1 Bidders will have the opportunity to attend the non-compulsory RFP briefing session and to verify information they deem necessary for the preparation of their Proposals.
- 21.2 The briefing session shall be held on **16 November 2023, 10h00**, as per the RFP Timelines. The sessions shall be held jointly with representatives of all Bidders at the same time.

You are kindly required to [Click here to join the meeting](#).

- 21.3 Any subsequent questions post the briefing session will be answered as per paragraph 20.

22 PROJECT AGREEMENTS

- 22.1 Project Agreements will be negotiated between Transnet and the Preferred Bidder.

23 BID SUBMISSION DATE FOR PROPOSALS

- 23.1 Each Bidder must submit its Proposals to Transnet on or before the Bid Submission Date, such submissions to be in the format prescribed in Section 6 of this RFP and to be compiled and delivered as per the instructions indicated in Section 9 of this RFP.

24 RESPONSIBILITIES OF BIDDERS

- 24.1 Notwithstanding any information given in the RFP and/or any additional information/communications from Transnet, including any addenda or responses to questions, it is the sole responsibility of each Bidder to:

- 24.1.1 become fully acquainted with the requirements, terms, and conditions of the Procurement Process;
- 24.1.2 examine all RFP Documents in order to determine the correctness, completeness, and reliability of the information contained in these documents;
- 24.1.3 familiarize itself with all Applicable Law, regulations, and relevant policies, guidelines, and protocols of South Africa, whether national or local, that may affect the Procurement Process and the Project; and
- 24.1.4 determine and satisfy itself, at its own cost and risk, and by such means as it considers necessary or desirable, as to all matters pertaining to the execution of the Project, including but not limited to the location and nature of the Project; the terrain, geological, meteorological, and hydrological conditions; existing works and plans for future works in the area; existing and planned above ground and below ground utilities; easements; existing or threatened legal disputes or issues; environmental and social concerns and issues; the requirement and availability of labour, materials, equipment, aggregate sources, water, power, roads, communications; resource requirements; traffic projections; the financial viability of the Project; and risks and contingencies that may affect the cost, duration, execution and completion and operation of the Project.

25 NON-ELIGIBLE PERSONS (EXCLUSION CRITERIA)

- 25.1 Bidders are required to declare if any of their members or any individual who is a director, officer, employee or shareholder of any member is Related to any employee of Transnet and/ or a Government Department, by completing and submitting Form IV (RFP Declaration and Breach of Law Form).
 - 25.1.1 Bidders must declare if any of its Proposal includes the involvement of any Person;
 - 25.1.2 blacklisted by the office of National Treasury; or
 - 25.1.3 blacklisted by such person's professional body (if applicable); or
 - 25.1.4 related to any employee of Transnet or a Government Department;
 - 25.1.5 related to any other Government official or Person directly involved in the Project, who may be involved with the evaluation of the Proposal, or any Person with the ability to influence the decision of Transnet with respect to the appointment of the Preferred Bidder;

- 25.1.6 who has been found guilty in a court of law of fraud or corruption related crimes or is named on any recognized international sanctions list; or
 - 25.1.7 who is a Person of Influence, whose involvement in the Project has the potential to harm the reputation or standing of Transnet or bring the Project into disrepute, such Proposal may, in the sole discretion of Transnet, be rejected by Transnet.
- 25.2 A Bidder, Person, lender, or advisor may not participate in, advise or be involved (either directly or indirectly) with more than one Bidder at any stage during the Procurement Process pertaining to the Project.
- 25.3 Bidders shall ensure that no anti-competitive or collusive behaviour pertaining to the Procurement Process or the Project is displayed or engaged in by any Person, Bidder, Consortium Team Member or advisor participating or involved with the Bidder. Transnet shall, in its sole discretion, be entitled to disqualify any Bidder whose Proposal displays any such anti-competitive or collusive behaviour, or if it becomes aware of any such anti-competitive or collusive conduct having been engaged in by any Bidder or person associated therewith.

SECTION 7:

RFP DOCUMENTS

26 RFP Documents

- 26.1 The documents comprising this RFP (the "RFP Documents") are:
- 26.1.1 this RFP;
 - 26.1.2 Form I – Ownership Structure and Authorised Representative;
 - 26.1.3 Form II – Process Statement;
 - 26.1.4 Form III – Non-Disclosure Agreement;
 - 26.1.5 Form IV – RFP Declaration and Breach of Law Form;
 - 26.1.6 Form V - CSD information;
 - 26.1.7 Form VI – Disclosure of Contract (DPIP and FPPO);
 - 26.1.8 Form VII – Bidder Confirmation on Due Diligence Information;
 - 26.1.9 Form VIII – Qualification Declaration;
 - 26.1.10 Form IX – Statement of Qualifications.
 - 26.1.11 Form X – Protection of Personal Information
 - 26.1.12 FORM XI Rental Offer
- 26.2 All Forms can be found at the end of this RFP.

27 Incorporation by Reference

The RFP Documents shall be read as a whole. The Forms and addenda, if any, constitute an integral part of this RFP and are incorporated by reference. For clarity, background information documents are not RFP Documents.

28 Notice of Ambiguity or Conflict

- 28.1 If a Bidder believes that there is any term or condition in any RFP Document that is ambiguous, or that conflicts or is inconsistent with any other term or condition in the RFP Documents, the Bidder shall notify Transnet of that ambiguity, conflict or inconsistency and by the deadline set out in the RFP for the submission of clarification questions.
- 28.2 Transnet will assess the consequences of the ambiguous, contradictory, incomplete or incorrect information on a case-by-case basis and will decide how to deal with the matter.

29 Bidder Investigations

- 29.1 Each Bidder and each of its Consortium Team Members 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 the Project.

- 29.2 The Bidders' and Consortium Team Members' obligations set out in this paragraph 29 of the RFP apply irrespective of any information contained in the RFP Documents or in responses to clarification questions.
- 29.3 Transnet does not represent or warrant the accuracy or completeness of any information set out in the RFP Documents or made available to Bidders as background or reference information or documents prepared by Transnet or by third parties and which may be made available to Bidders or Consortium Team Members by or through Transnet.
- 29.4 Bidders and Consortium Team Members shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information, as any use of or reliance by Bidder or Consortium Team Members on any and all such information shall be at the Bidders' and Consortium Team Members' sole risk and without recourse against Transnet.
 - 29.4.1 at any time before the Bid Submission Date, for events that are to occur on or before the Bid Submission Date, including the Bid Submission Date itself; and
 - 29.4.2 at any time in the Procurement Process, for events that are to occur after the Bid Submission Date.

SECTION 8:

NOT APPLICABLE

SECTION 9:

REQUIRED CONTENT OF THE PROPOSALS

30 General Information

30.1 Contact information

The Proposal shall state the name and contact details of the Authorised Representative and his/her replacement.

30.2 Corporate Information

The corporate information Transnet requires, relates to matters such as core activities and corporate governance. If the Bidder is a Consortium, this information should be provided in respect of all Consortium Team Members.

31 SBD1

Bidders to complete this form (set out at paragraph [Error! Reference source not found.](#) of this RFP) in full (even if the information contained therein is covered elsewhere in the Proposal).

32 Ownership Structure and Authorised Representative (Form I)

32.1 The Bidder should submit information on its ownership structure in conformity with Form I. If the Bidder is a Consortium, it should provide information concerning the composition of the Consortium and information on the ownership structure for each Consortium Team Member.

32.2 In addition, the Consortium Team Members shall declare that, pursuant to any applicable law, the Authorised Representative is authorised to legally represent the Lead Member and all the other Consortium Team Members, and is able to submit the Proposal on their behalf and thereby assume obligations on behalf of the Consortium and each of its Consortium Team Members.

33 Process Statement (Form II)

The Bidder must sign the Process Statement as presented in Form II.

34 Non-disclosure Agreement (Form III)

The Bidder, and in the case of a Bidder which is a Consortium, each Consortium Team Member, must sign the Non-Disclosure Agreement as presented in Form III. All signed Non-Disclosure Agreements must be submitted as part of the Proposal.

35 RFP Declaration and Breach of Law (Form IV)

The Bidder, and in the case of a Bidder which is a Consortium, each Consortium Team Member, must complete and sign the RFP Declaration and Breach of Law Form as presented in Form IV. All signed RFP Declaration and Breach of Law Forms must be submitted as part of the Proposal.

36 Central Supplier Database (Form V)

36.1 The Bidder, and in the case of a Bidder which is a Consortium, each Consortium Team Member, is 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. Bidders must register on the CSD prior to submitting their Proposals. Only foreign Bidders or Consortium Team Members with no local (South African) registered entity need not register on the CSD.

36.2 For purposes of confirming CSD registration, the Form V is included in the RFP. Form V must be completed and submitted as part of the Proposal.

37 Proof of tax compliance

37.1 It is a condition of this RFP that the tax matters of the Preferred Bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Preferred Bidder's tax obligations before the Project Agreements are concluded.

37.2 The Preferred Bidder is required to remain compliant for the entire Project 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).

37.3 Each Bidder must submit proof of its tax compliant status when submitting a Proposal to Transnet. Transnet's requirements regarding submission of proof of tax compliance status requirements are also applicable to foreign Bidders, which in the absence of a South African tax registration must submit proof, in the form of written confirmation from their external auditors or the local tax authority in their country of tax registration, of tax compliance.

37.4 Where the Bidder or any Consortium Team Member is a South African entity registered on the Central Supplier Database, their tax compliance status will be verified through the Central Supplier Database and need not be separately confirmed.

38 Due diligence in respect of the Preferred Bidder

38.1 As per paragraph 46.1 of this RFP, Transnet will perform a due diligence on the Preferred Bidder.

38.2 In its Proposal, the Bidder must provide an undertaking that, should it be selected as the Preferred Bidder, the Bidder and each Consortium Team Member will provide the information and documentation required by Transnet within ten (10) working days of a written request from Transnet to do so, whether in the letter of award or separately from the letter of award.

38.3 The Bidder must also acknowledge and accept that if such information and documentation is not provided in full within the period required, Transnet has the right, but not the obligation, to stop the process of finalisation of the Project Agreements with the Preferred Bidder, and to enter into negotiations with the second ranked Bidder.

39 Qualification Declaration (Form VIII)

The Bidder must submit, with its Proposal, form VIII declaring that all information and materials contained in, or provided together with the Bidder's Proposal documents to Transnet are true, accurate and complete.

40 Statement of Qualifications (Form IX)

The Bidder must submit, with its Proposal, form IX providing all information required for the evaluation of the Proposal.

41 PROTECTION OF PERSONAL INFORMATION (FORM X)

The Bidder must submit, with its Proposal, form X, declaring that they agree that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

42 RENTAL OFFER (FORM XI)

The standard rental offer template must be completed and returned.

SECTION 10:

EVALUATION CRITERIA

43 ADMINISTRATIVE RESPONSIVENESS

All documents listed in **Table 2** must be submitted by the bidders for the bidder to qualify to proceed to the technical evaluation.

	ADMINISTRATIVE RESPONSIVENESS TEST
a)	Completed Lease application form
b)	Company Registration Documents (CoR 14.3)
c)	Company Resolution
d)	Broad-Based Black Economic Empowerment (B-BBEE)
e)	SARS Tax Clearance Certificate
f)	Stamped bank letter
g)	Market research

Table 2: Administrative Responsiveness

44 QUALIFICATION CRITERIA

	CRITERIA TO BE EVALUATED	QUALIFICATION CRITERIA
a)	Most recent five (5) years audited, consolidated financial statements (including auditor's report)	EBITDA and operational free cashflow in a minimum of three of the last five years were positive
b)	Solvency Ratio, computed from the most recent audited financial statements, as calculated by the following formula: Solvency: Total Equity /Total Assets is equal to or exceeds 0.4	Must be equal to or exceeds 0.4
c)	Liquidity Ratio, computed from the most recent audited financial statements, using the Acid Test Ratio as calculated by the following formula:	Must be equal to or exceeds 1

	CRITERIA TO BE EVALUATED	QUALIFICATION CRITERIA
	Acid Test Ratio: (Current Assets – Inventory)/ Current Liabilities => 1	

Table 3: Qualification Criteria

45 TECHNICAL EVALUATION CRITERIA

- 45.1 If the bidder meets the Administrative Responsiveness test listed in **Table 2**, above and the Qualification Criteria listed in **Table 3** above, its bid will be evaluated against the criteria listed in **Table 4**, below, and points will be allocated accordingly.
- 45.2 Bidders must score a minimum of **70 points** based on the criteria listed in **Table 4**, below.

NO.	CRITERIA TO BE EVALUATED	OUTPUT	SCORING GUIDELINE	MAX SCORE
				100
1	Profile of Bidder:			30
1.1	Proven track record of property Investment:	Bidder's value of property portfolio held for investment purposes (supported by a schedule of properties owned and their respective values)	<div>0</div> <div>No evidence submitted</div> <div>2</div> <div>Property value ≤ R100m</div> <div>4</div> <div>R100m < Property value ≤ R200m</div> <div>8</div> <div>R200m < Property value ≤ R500m</div> <div>10</div> <div>R500m < Property value ≤ R800m</div> <div>12</div> <div>R800m < Property value ≤ R1bn</div> <div>15</div> <div>Property value > R1bn</div>	15
1.2	Proof of development of a property:	Bidder's cumulative value of investment property development projects completed (supported by completion certificates)	<div>0</div> <div>No evidence submitted</div> <div>2</div> <div>Project value ≤ R100m</div> <div>4</div> <div>R100m < Project value ≤ R200m</div> <div>8</div> <div>R200m < Project value ≤ R500m</div> <div>10</div> <div>R500m < Project value ≤ R800m</div> <div>12</div> <div>R800m < Project value ≤ R1bn</div> <div>15</div> <div>Project value > R1bn</div>	15
2	Proposed scheme:			30

NO.	CRITERIA TO BE EVALUATED	OUTPUT	SCORING GUIDELINE	MAX SCORE
				100
2.1	Sustainability Measures	Proposed bidder is to reflect a plan that caters to and provides for sustainable measures in energy and water efficiencies,	No sustainable measures are reflected 0 Bidder reflects sustainable measures to be implemented including but not limited to water and energy efficiencies. 5	5
2.2	The proposed scheme maintenance plan	Proposed programme (excel or Ms Projects) Looks at maintenance milestones, re-development etc.	No maintenance plan is provided 0 Proposal only details key dates but not types of maintenance proposed 5 Maintenance programme proposes key milestone dates and key dates with proposed maintenance output 10	10
2.3	Development Plan	A proposed programme that includes key dates over the beneficial occupation period.	No programme submitted 0 Partial programme submitted containing durations without event milestones. 5 Full programme submitted containing durations and event milestones. 10	10
2.4	Proposed leasing plan/strategy	Proposed leasing plan/strategy of completed development outlining tenant mix	No leasing plan submitted 0 Leasing plan/strategy submitted containing layout of proposed scheme and type/category of target tenants. 5	5
3	Financial Model/Feasibility			40
3.1	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 financial feasibility cannot be evaluated 0 Financial model is incomplete (does not contain a minimum of NPV, Initial Yield, IRR, Discounted Payback Period) 15 Financial model is complete (contains at least NPV, Initial Yield, IRR, Discounted Payback Period) 25	25
3.3	Business Plan	Detailed business plans containing proposed operating model	No business plan submitted 0 Business plan submitted including proposed operational and property management plan 10	15

NO.	CRITERIA TO BE EVALUATED	OUTPUT	SCORING GUIDELINE	MAX SCORE
				100
			Detailed business plan submitted included proposed operational model and property management plan, leasing strategy and asset management 15	
Minimum required score				100
Minimum required score				70

Table 4: Technical Evaluation Criteria

46 DUE DILIGENCE PROCESS

46.1 Transnet will undertake a due diligence on the Preferred Bidder.

The purpose of the due diligence is –

46.1.1 to assess the reliability of information submitted by Bidders as part of the RFP, Qualification Declaration (Form VIII), and in the RFP Declaration and Breach of Law (Form IV); and

46.1.2 to provide assurance to Transnet that non-eligible persons (as contemplated in paragraph 25) are not selected as Preferred Bidders.

46.2 Preferred Bidders will be required to provide such information and documentation as may be required for Transnet to complete the due diligence process for the purposes stated above, within ten (10) working days of a written request being issued by Transnet to the Authorised Representative.

46.3 Should the due diligence process elicit evidence that the information provided by the Preferred Bidder in response to the RFP is false or misleading, or that the Preferred Bidder does not qualify to participate as a Bidder in the Procurement Process by virtue of including non-eligible persons, that evidence will be provided to the Preferred Bidder and an opportunity given to make representations.

46.4 Transnet has the right to terminate the Preferred Bidder's eligibility for participation in the Procurement Process on the grounds of misrepresentation.

47 AWARD

47.1 The negotiating committee constituted by Transnet shall, to the extent necessary after provisional appointment of the Preferred Bidder, enter into

final negotiation regarding the technical and financial terms of the Project Agreements with the Preferred Bidder.

- 47.2 The Preferred Bidder will be required to provide the information and documentation required for Transnet to complete the due diligence process
- 47.3 Subject to Transnet obtaining third party approvals as are required by law for Transnet to enter into the Project Agreements, it will then enter into final contract negotiations with the Preferred Bidder and will, if applicable, request the second ranked Bidder to extend the validity period of its Proposal pending completion of the final contract negotiations with the Preferred Bidder.
- 47.4 When the negotiations have been successfully concluded and any third-party approvals obtained by Transnet, the Preferred Bidder will be notified, in writing, of the award of the Project Agreements by Transnet.
- 47.5 The Bidder with whom the negotiation of the Project Agreements has been successfully concluded, will be invited to sign the Project Agreements with Transnet. If the Project Agreements are not signed within a period of one (1) month of such invitation, Transnet has the right, but not the obligation, to stop the execution process with the Preferred Bidder and enter into negotiations with the second ranked Bidder.
- 47.6 In the letter of award, which may be subject to conditions as stated therein, the Preferred Bidder will be invited to sign the Project Agreements and to complete all actions envisaged therein, with a view to implementing the Project within the terms set out in the executed Project Agreements.

SECTION 11:

General Requirements and Conditions

The Bidder must meet the requirements and conditions as set out in this Section 11, in order for its submission to be considered as compliant with the procedural and documentary requirements set forth in the Request for Proposals, as contemplated in Section 9. Non-compliance with the requirements of this Section 11 shall lead to exclusion of the Submission in question from further consideration by Transnet in the Procurement Process.

48 Requirements and Conditions

- 48.1 To be eligible for selection as the Preferred Bidder, the Bidders are required to, amongst other matters, meet several procedural and formal requirements and agree to the RFP conditions as set out in this Section 11 of the RFP.
- 48.2 By submitting statements of qualification in response to the RFP, Bidders are deemed to acknowledge, accept, and confirm these requirements, as applicable.

48.2.1 Returnable Documents

Bidders are required to sign and return, in their Proposals, all of the Returnable Documents provided for in the RFP and listed individually in Section 9 above. MS Word versions of the SBD1 form and the other Forms will be made available to Bidders.

48.2.2 Contents

The contents of the Proposal shall be truthful, complete, and up to date. The Proposal shall include all the mandatory topics listed in the RFP. Bidders must use the forms as presented in Section 12.

48.2.3 Manner of Submission

- 48.2.3.1 Transnet has implemented an 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. All Bid Submissions in response to this RFP must be uploaded by the Bidder via the Transnet e-Tender Submission Portal.

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

1. log on to the Transnet e-Tenders management platform website/ Portal (transnetetenders.azurewebsites.net). Please use **Google Chrome** to access Transnet link/site);
2. click on "ADVERTISED TENDERS" to view advertised tenders;
3. click on "SIGN IN/REGISTER" – for bidder to register their information (must fill in all mandatory information);
4. click on "SIGN IN/REGISTER" - to sign in if already registered;
5. toggle (click to switch) the "Log an Intent" button to submit a bid; and
6. submit bid documents by uploading them into the system against each tender selected.
7. No late submissions will be accepted. The bidder guide can be found on the Transnet e-Tender Submission Portal transnetetenders.azurewebsites.net

48.2.4 **Language**

48.2.4.1 The Proposal and all enclosures shall be written in English. Supporting documents and printed literature furnished by the Bidder along with or as part of their Proposals may be in any other language provided that they are accompanied by an accurate English translation of such document and are certified by the translator as being true and accurate translations.

48.2.4.2 If the document was issued by a foreign authority, the Bidder should also submit a certified true copy of such document along with a duly translated English copy of such documents, certified by the translator as being a true and accurate translation.

48.2.5 **Currency**

All amounts and calculations stated in the Business Plan shall be expressed in ZAR.

48.2.6 **Submission Address**

No physical Bid Submissions will be accepted. All Bid Submissions to Transnet are to be made as per paragraph 48.2.3.

48.2.7 Contact Person

Please address all communications regarding the Procurement Process to the following email address:

Windemereleasedev@transnet.net

49 Confidentiality (Non-Disclosure Agreement)

- 49.1 The Bidders shall sign and return the Non-Disclosure Agreement/s (Form III) in their Proposals. The Bidder is sworn to confidentiality regarding the information that it obtains from Transnet or regarding the Project.
- 49.2 Towards the Bidders, Transnet undertakes to treat any information it receives from the Bidder as confidential, subject to the qualification that Transnet may disclose Bidder information and documentation to its Transaction Advisors, the Auditors (Transnet Internal Audit and Auditor-General of South Africa), and to any Government Department or regulatory authority to which Transnet is required to submit details of the Procurement Process and/or the Project for purposes of progressing the regulatory approvals that will be required in order to give full effect to the Project Agreements.

50 Authorisation To Submit Proposal

The Proposal must be signed by the Authorised Representative who, by signing the Proposal on behalf of the Bidder, confirms that they are duly authorised, according to Applicable Law or the laws of the applicable jurisdiction, to submit the Proposal and thereby to bind each Consortium Team Member to participate in the Procurement Process.

51 Validity of Proposal

- 51.1 The Proposal is irrevocable for the duration of the validity period of the Proposal. The Proposal shall be valid for a period of 180 days from the date of submission of the Proposal. Transnet can request the Bidders to extend the validity of the Proposals for a further period of a maximum of six (6) months.
- 51.2 Transnet shall make any such request for an extension of the Proposal validity period to the Authorised Representative, asking Bidders to state whether they accept the request or not. A Bidder that declines Transnet's request or fails to respond to the request or fails to extend the validity of the Proposal within thirty (30) days of the request, shall be disqualified from the Procurement Process.

52 Changes to the Procurement Process and/or the RFP Documents

- 52.1 Transnet reserves the right to make any changes to the RFP or any aspect of the Procurement Process, the Project and all relevant information, in its discretion. In such event, Transnet shall timely inform the Bidders and give the Bidders adequate opportunity to adapt their Proposals according to the

changes. Transnet will also extend the Bid submission Date in the event of any material change to the RFP Documents or other aspects of the RFP phase of the Procurement Process.

53 Right To Reject Proposals, Terminate Bids, Terminate Procurement Process, and Disqualify Bidders

Transnet reserves the right to reject any Proposal, including without limitation, where the Bidder:

- 53.1 submits false, inaccurate or incomplete information in its Proposal; or at any time, makes or is discovered to have made, a material misrepresentation to Transnet in relation to its Proposal; or
- 53.2 being a Consortium, submits a Proposal where the membership of the Consortium has changed without Transnet's approval; or
- 53.3 fails to provide clarification information requested in writing by Transnet; or
- 53.4 submits a Proposal which is found to be materially incomplete at the time of the opening thereof; or
- 53.5 engages in any form of politicking or other lobbying with respect to the Procurement Process; or
- 53.6 engages in any prohibited contact as contemplated in paragraph 55 of this RFP; or
- 53.7 engages in illegal conduct or attempts to influence Transnet's evaluation of the Proposal or does anything in order to gain an unfair advantage over other Bidders; or
- 53.8 is or becomes a Prohibited Person; or
- 53.9 breaches any of the Conflict-of-Interest provisions; or
- 53.10 contravenes the provisions of any Applicable Law in order to have an unfair advantage over other Bidders in the award of the tender, or otherwise; or
- 53.11 breaches any of the other conditions set out in this RFP.

Transnet shall notify the concerned Bidder in writing upon occurrence of any of the disqualification events enumerated above, and of Transnet's decision on disqualification of the Bidder arising therefrom.

- 53.12 If all the Proposals are rejected by Transnet on the grounds of non-compliance with RFP requirements or for any other reason, Transnet may terminate the Procurement Process.
- 53.13 If at any time after selection of the Preferred Bidder but prior to the signing of the final Project Agreements, the Preferred Bidder is found to have

breached any of the conditions of the RFP, then its Proposal will be disqualified and the letter of award (if issued) withdrawn. In the event that the final Project Agreements have been signed, Transnet shall be entitled to terminate the Project Agreements.

53.14 If the Bidder is constituted as a Consortium, each and every Consortium Team Member will be disqualified for breach of any of the provisions above.

53.15 Save and to the extent provided in this RFP and any Applicable Law, Transnet shall entertain no correspondence whatsoever with any Bidder in relation to acceptance or rejection of its Proposal.

53.16 Further Reservation of Rights:

Transnet Property reserves the right:

53.16.1 Not to proceed with the bid process and cancel this process without obligation to any party that may have expressed interest.

53.16.2 To extend the closing date or to modify the scope of the bid submissions.

53.16.3 To perform a full credit review verification on any company director/s or representative/s that signs surety and agrees in writing to be bound to Transnet Property for the debts of the Bidder, being the principal debtor. Where a holding company signs surety for the debts to be incurred by its subsidiary, a special resolution of the shareholders of the holding company will be required, as well as the certification by the board of the holding company that immediately after providing financial assistance to the subsidiary, the holding company will satisfy the liquidity and solvency test.

54 Clarifications And Verifications by Transnet

54.1 Transnet reserves the right to ask the Bidders for clarification of information presented in the Proposal. The Bidder is obliged to cooperate in this context.

54.2 Transnet reserves the right to verify the reliability of information presented in the Proposal. The Bidder is obliged to cooperate in this context.

55 Prohibited Contacts

Neither Bidders nor Consortium Team Members nor any of their respective advisors, employees or representatives shall contact or attempt to contact, either

directly or indirectly, at any time during the RFP phase of the Procurement Process, any of the following persons or organizations on matters related to the RFP phase of the Procurement Process, the RFP Documents, or the Proposals:

- 55.1 any person employed or engaged by Transnet, or any person who has been employed by Transnet, other than the Contact Person;
- 55.2 any of the Transaction Advisors, or other advisors or consultants to Transnet in relation to the Project;
- 55.3 any member of Transnet's Board of Directors;
- 55.4 any employee of the Government Departments;
- 55.5 any member of any union that organises employees at Transnet;
- 55.6 any Member of Parliament of South Africa or his or her staff or representatives; or
- 55.7 any other Bidder, other Consortium Team Member or their respective advisors, employees, and representatives, nor any Authorised Representative.

56 Bidder Contravention

If a Bidder or a Consortium Team Member or any of their respective advisors, employees, or representatives, in the opinion of Transnet, contravenes paragraph 55, Transnet may, in its sole discretion:

- 56.1 disqualify any Bidder; or
- 56.2 impose conditions on the Bidder's or Consortium Team Member's continued participation in the Procurement Process that Transnet considers, in its sole discretion, to be appropriate; or

57 Media Release and Publicity

- 57.1 Media releases or advertising pertaining to the Procurement Process may not be made without the prior written approval of Transnet.
- 57.2 No public announcement or media statements shall be issued with regard to successful Bidders.

58 Costs Of Proposal Preparations

Each Proposal and all information required to be submitted pursuant to this RFP shall be compiled and prepared at the sole cost and expense of the Bidder. There shall be no claims whatsoever against Transnet, its Transaction Advisors, its staff, or its professional consultants, for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information related in any way to this RFP.

59 Restrictions On Communications Between Bidders – No Collusion

- 59.1 A Bidder shall not discuss or communicate, directly or indirectly, with any other Bidder, any information whatsoever regarding the preparation of its own Proposal or the Proposal of another Bidder in a fashion that would contravene Applicable Law. Bidders shall prepare and submit Proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Bidder.
- 59.2 For greater clarity, this paragraph applies to Bidders and Consortium Team Members and their respective advisors, employees, and representatives.

60 Copyright And Use of Information in Proposals

- 60.1 Transnet's right, as set out in this paragraph, to the Proposal and all Proposal Information submitted by the Bidder during the RFP Process, shall be granted to Transnet upon submission of the Proposal.
- 60.2 Bidders shall not use or incorporate into their Proposals any concepts, products or processes which are subject to copyright, patents, trademarks, or other **intellectual property rights** of third parties unless Bidders have, or will procure through licensing without cost to Transnet, the right to use and employ such concepts, products and processes in and for the Project.
- 60.3 All requirements, designs, documents, plans and information supplied by Transnet to the Bidders in connection with this RFP are and shall remain the property of Transnet. Upon request of Transnet, all such designs, documents, plans and information (and any copies thereof in any format or medium created by or on behalf of the Bidder) must be returned to Transnet.
- 60.4 For the purpose of this paragraph 60, "Proposal Information" includes:
 - 60.4.1 all information contained in a Proposal, or which is disclosed by or through a Bidder to Transnet during the evaluation of Proposals or during the process of executing any Project Agreements; and
 - 60.4.2 any and all ideas, concepts, products, alternatives, processes, recommendations and suggestions developed by or through a Bidder and revealed to or discovered by Transnet, including any and all those which may be connected in any way to the preparation, submission, review or negotiation of any Proposal or the Project Agreements.
 - 60.4.3 Bidders shall ensure that all intellectual property rights associated with any and all of the Proposal Information (including copyright and moral rights but excluding patent rights) provide for and give Transnet the rights set out in this paragraph 60. It is expressly understood and agreed that any

actual or purported restriction in the future on the ability of Transnet to use any of the Proposal Information, or anything else obtained by or through Bidders, shall be absolutely null and void and unenforceable as against Transnet and each of its respective Transaction Advisors, and that the provisions of this paragraph 60 shall take precedence.

61 Conflict of Interest

- 61.1 If a Bidder, a Consortium Team Member, or any of their respective advisors, following submission of the Bidder's Proposal, discovers any Conflict of Interest, the Bidder shall promptly disclose the Conflict of Interest to Transnet in a written statement to the Contact Person.
- 61.2 Bidders and Consortium Team Members and each of their advisors shall disclose, in Form IV (RFP Declaration and Breach of Law Form) (in respect of Consortium Team Members), all Conflicts of Interest.
- 61.3 At the request of Transnet, the Bidder shall provide Transnet with the Bidder's proposed means to mitigate and minimize to the greatest extent practicable any Conflict of Interest. The Bidder shall submit any additional information to Transnet that Transnet considers necessary to properly assess the Conflict of Interest.
- 61.4 Transnet may, in its sole discretion, exclude any Bidder or Consortium Team Member from further participation in the Procurement Process, on the grounds of Conflict of Interest.
- 61.5 Transnet may, in its sole discretion, require the Bidder or Consortium Team Member to substitute a new person or entity for the person or entity giving rise to the Conflict of Interest.
- 61.6 Transnet may, in its sole discretion, waive any and all Conflicts of Interest of Bidders or Consortium Team Members. A waiver may be upon such terms and conditions as Transnet, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to Transnet, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.
- 61.7 For the purposes of this RFP phase of the Procurement Process, "Conflict of Interest" includes any perceived, potential, or actual situation or circumstance where, in relation to the Project, a Bidder or any Consortium Team Member or any of their respective directors or executives:
 - 61.7.1 has any commitments, relationships, or financial interests that:
 - 61.7.1.1 could or could be seen to cause any Person to exert an improper influence over the objective, unbiased and

impartial exercise of judgment by any personnel of Transnet or its Transaction Advisors; or

61.7.1.2 could or could be seen to compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Project Agreements if that Bidder was determined to be the Preferred Bidder under the RFP Process; or

61.7.2 has contractual or other obligations to Transnet that could or could be seen to have been compromised or otherwise impaired as a result of its participation in the RFP phase of the Procurement Process or the Project.

SECTION 12:

FORMS

Form I:	Ownership structure and Authorised Representative
Form II:	Process Statement
Form III :	Non-Disclosure Agreement
Form IV:	RFP Declaration and Breach of Law Form
Form V:	Central Supplier Database
Form VI:	Disclosure of Contract Form (DPIP and FPPO)
Form VII:	Bidder Confirmation on Due Diligence Information
Form VIII:	Qualification Declaration
Form IX:	Statement of Qualifications
Form X:	Protection of Personal Information
Form XI:	Rental Offer

FORM I: OWNERSHIP STRUCTURE AND AUTHORISED REPRESENTATIVE

From:

[Name of Bidder]_____

Date: _____

Ownership Structure of Bidder

1. The Bidder shall present its ownership structure in the format indicated in the table below.
2. In the event that the Bidder is a Consortium, each Consortium Team Member should be described in the following table.

Name of company (Bidder or Consortium Team member)	Percentage ownership in the Bidder or Consortium Team Member, and the name (and registration or identity number, as applicable) of the owner of shares in the Bidder or relevant Consortium Team Member	Description of the shareholder's core business activities

Authorised Representative

The Bidder shall identify their Authorised Representative in the table below. In the event that the Bidder is a Consortium, a duly authorised representative of each Consortium Team Member shall sign this Form on behalf of the Consortium Team Member. ***Therefore, please duplicate the table below in the completed Form I, as many times as necessary to be able to include the details in respect of each Consortium Team Member.***

Name of natural person authorised as representative of the Bidder or Consortium Team Member	
Date and place of birth	
Capacity	

Name of legal entity represented	
I confirm that [the Consortium Team Member] has agreed to participate in the Consortium in the capacity and to the extent provided for in the Proposal, and to participate in the RFP phase of the Procurement Process and in the Project; and that the Authorised Representative is authorised to legally represent this company concerning the Proposal, the Procurement Process and the Project.	[Signature of natural person authorised to represent the Consortium Team Member]

Bidder: _____

Signed _____

Authorised Representative:

Position: _____

Date: _____

Place: _____

FORM II: PROCESS STATEMENT

From:

[Name of Bidder]_____

Date: _____

1. The Process Statement is a declaration required by Transnet, which every Bidder must submit, signed, together with its Proposal.
2. The Process Statement contains various declarations by the Bidder, which relate to the Procurement Process, but which are not relevant to the assessment of the Bidder's Proposal. However, should the Bidder fail to produce a Process Statement, or if the Bidder makes changes to the form of Process Statement provided by Transnet, this could result in exclusion of the Bidder from further participation in the Procurement Process.

2.1. Acceptance of Procurement Process

- 2.1.1. The Bidder accepts the Procurement Process as described in the Request for Proposals, in particular with respect to the intended Timetable and the fact that Transnet can terminate the Procurement Process prematurely subject to Applicable Law. The Bidder deems itself to be bound by the conditions and provisions of the Request for Proposals.
- 2.1.2. The Bidder understands and accepts that failure to meet the requirements stated in the Request for Proposals can lead to exclusion of the Bidder from further participation in the Procurement Process.
- 2.1.3. The Bidder understands and accepts that it is necessary to familiarise itself with and to abide by Applicable Law.

2.2. Warranty

The Bidder confirms that – if requested – it is willing to give a warranty to Transnet, regarding the accuracy and reliability of any representations, claims, undertakings or proposals included in its Proposal.

2.3. Bankruptcy, moratorium, merger, take-over and other 'change of control'

- 2.3.1. The Bidder agrees to notify Transnet as quickly as possible of any changes in its enterprise or financial position which are relevant to its continued existence or to the accuracy and reliability of its Proposal. This involves, at minimum, filing for bankruptcy or moratorium, declaration of bankruptcy or moratorium, a merger, take-over (both taking over and being taken over) and other changes of control.

- 2.3.2. The Bidder agrees that Transnet may exclude the Bidder from further participation in this Procurement Process if drastic changes occur in the Bidder's enterprise or financial position.

2.4. In good faith

The Bidder confirms its commitment to take part in the Procurement Process in good faith and thereby undertakes to adhere closely to the rules and requirements prescribed by Transnet, in the interests of Transnet being able to meet the Project objectives through timeous completion of the Procurement Process.

2.5. Terms and conditions

The Bidder accepts irrevocably the terms and conditions of the Request for Proposals without reserve.

2.6. General Provisions

- 2.6.1. The words and terms capitalized in this Process Statement are definitions. The definitions in this Process Statement have the same meaning as in the Request for Proposals.
- 2.6.2. This Process Statement is subject to South African law. The Bidder agrees that the High Court of South African has non-exclusive jurisdiction to settle disputes arising under or in connection with this Process Statement.

Bidder: _____

Signed _____

Authorised Representative:

Position: _____

Date: _____

Place: _____

FORM III: NON-DISCLOSURE AGREEMENT

TRANSNET SOC Ltd REQUEST FOR PROPOSALS

DEVELOPMENT LEASE FOR WINDERMERE PROPERTY IN CAPE TOWN

NON-DISCLOSURE AGREEMENT

This day _____ of _____, 2023 [COMPLETE DATE]

Transnet SOC Ltd
138 Eloff Street
Johannesburg
2000

Re: Transnet – Request for Proposals Lease Development for Windermere Property in Cape Town

[NAME OF BIDDER] _____ of

[ADDRESS OF BIDDER] _____

(the "**Bidder**") confirms its intention to participate in the Request for Proposals and Procurement Process described in the Request for Proposals issued on 10 November 2023 (the "**RFP**") by Transnet for the selection of a tenant for the Subject Property.

The Bidder further confirms, acknowledges, and agrees that:

- (a) The Bidder has received the RFP and has submitted or is concurrently herewith registering in the Transnet e-Tenders Submission Portal confirming its intent to participate in the Procurement Process.
- (b) In connection with the Bidder's participation in the Procurement Process, and in order to assist it in considering the potential opportunity to enter into a Development Lease for the Subject Property, Transnet will disclose and make available to the Bidder information, materials and documents that will enable Bidders to prepare and submit Proposals.
- (c) All such information, materials and documents made available or provided by Transnet whether furnished before or after the date hereof, whether oral or written, and regardless of the manner in which it is made available or provided (including whether or not it is specifically described as being confidential), is of a confidential and proprietary nature and is referred to in this Non-Disclosure

Agreement as "**Confidential Information**". The Confidential Information includes, without limitation, all communications, whether written, electronically stored or delivered, or oral, of any kind between Transnet, or any of its representatives and the Bidder, including all information, materials and documents contained or made available through Transnet, whether by way of an electronic data room established by Transnet in respect of the Procurement Process, and any and all information reports, analyses, studies, compilations, forecasts and other material prepared by or on behalf of the Bidder which contain or otherwise reflect such information.

In consideration of the opportunity to participate in the Procurement Process, the Bidder hereby further agrees, acknowledges and confirms with Transnet as follows:

1. Non-Disclosure and use of Confidential Information

Except as required by law, the Bidder shall:

- (a) keep all Confidential Information confidential and not disclose or reveal any Confidential Information to any Person other than to the Bidder's directors, officers, employees, agents and representatives who are actively and directly participating in the Procurement Process or who otherwise need to know the Confidential Information for the purposes of the Procurement Process (collectively, the "**Bidder's Representatives**") and to cause all such Bidder's Representatives to observe the terms of this Non-Disclosure Agreement;
- (b) not use, or permit the use of the Confidential Information for any purpose other than in connection with the Procurement Process, and without limiting the generality of the foregoing, not use, or permit the use of, the Confidential Information to obtain a competitive advantage over Transnet or any other Person directly or indirectly, in any line of business in which either Transnet or the Bidder is engaged;
- (c) not (and the Bidder shall cause the Bidder's Representatives to not) contact or attempt to contact any customer, supplier or employee of Transnet, any of their respective directors, officers, employees, agents and representatives or any other Person having business relations with Transnet;
- (d) not copy, reproduce or distribute, in whole or in part, any portion of the Confidential Information to any persons other than to the Bidder's Representatives

or as otherwise permitted by Transnet hereunder, at any time without the prior written consent of Transnet;

- (e) not disclose to any Person (other than to the Bidder's Representatives) any information about the Procurement Process.

2. Liability for Breach

The Bidder acknowledges, confirms and agrees with Transnet that any disclosure of any Confidential Information by the Bidder or any of the Bidder's Representatives other than as specifically permitted hereunder, or any other breach of the terms of this Non-Disclosure Agreement by the Bidder, or any of the Bidder's Representatives, may result in substantial and irreparable damage and loss to Transnet and that the Bidder shall remain solely responsible for and liable to Transnet for any damages, losses or liabilities arising from any breach of this Non-Disclosure Agreement by the Bidder, or any of the Bidder's Representatives.

3. Disclosure Required by Law

In the event the Bidder or any of the Bidder's Representatives are requested pursuant to, or required by, Applicable Law or regulation or by legal process to disclose any Confidential Information or any other information concerning Transnet or the Procurement Process, the Bidder agrees that it will provide Transnet with prompt written notice of such request or requirement in order to enable Transnet to seek an appropriate protective order or other remedy, to consult with the Bidder with respect to Transnet taking steps to resist or narrow the scope of such request or legal process, or to waive compliance, in whole or in part, with the terms of this Non-Disclosure Agreement. In any such event the Bidder will consent to Transnet obtaining any protective order or other appropriate remedy that Transnet may seek for the purpose of preventing disclosure of any of the Confidential Information. In the event that such protective order or other remedy is not obtained, or that Transnet waives compliance with the provisions of this Non-Disclosure Agreement, the Bidder or the Bidder's Representatives shall furnish only that portion of the Confidential Information which the Bidder is advised by written opinion of counsel is legally required and the Bidder shall use reasonable best efforts to cooperate with Transnet to obtain a protective order and to ensure that all Confidential Information and other information that is so disclosed will be accorded confidential treatment.

4. Governing Law and Jurisdiction

This Non-Disclosure Agreement shall be governed by and construed in accordance with the laws of South Africa. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of South Africa with respect to any matter arising hereunder or in relation to this Non-Disclosure Agreement.

[NAME OF BIDDER]

Per:

Authorized Signatory

Per:

Authorized Signatory

**Acknowledged and Agreed to as of the _____ day of _____, 2023
by Transnet**

Per:

Authorized Signatory

FORM IV: 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 RFP;
3. We have been provided with sufficient access to the existing Transnet facilities/sites and as well as Transnet information, 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.
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. The Bidder has complied with all obligations which apply to Bidders as indicated in the Transnet Supplier Integrity Pact (available on the Transnet website) which include but are not limited to ensuring that the Bidder takes all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
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 as indicated in the Transnet Supplier Integrity, available on the Transnet website, 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 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 Transnet including any person who may be involved in the evaluation and/or adjudication of this Proposal;
9. 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;

10. 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
11. If such a relationship as indicated in paragraph 7, 8 and/or 9 of this Form IV exists, the Bidder is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

BIDDER'S DISCLOSURE (SBD4)

13. Purpose Of the Form

- 13.1. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 13.2. Where a Person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that Person will automatically be disqualified from the bid process.

14. Bidder's Declaration

14.1. Is the Bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State Institution

14.3. Do you, or any Person connected with the Bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

14.3.1. If so, furnish particulars:

.....
.....
.....
.....
.....

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

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

14.4.1. If so, furnish particulars:

.....
.....
.....

15. Declaration

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

- 15.1. I have read and I understand the contents of this disclosure.
- 15.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 15.3. The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. Communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 15.4. 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.
- 15.5. 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.
- 15.6. 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

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

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.

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

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

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

BREACH OF LAW

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) ***have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Bidder 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 Bidder 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

FORM V: CENTRAL SUPPLIER DATABASE (CSD) CONFIRMATION

TO BE COMPLETED FOR THE BIDDER AND EACH CONSORTIUM TEAM MEMBER

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
	PIN			MAAA

FORM VI: DISCLOSURE OF CONTRACT INFORMATION

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

1. 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 Bidder without having:
 - 1.1. Considered relevant governance protocols;
 - 1.2. Determined the DPIP or FPPO status of that counterparty; and
 - 1.3. Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.
2. As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy, Bidders 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 Bidder, or any Consortium Team Member or any of their respective directors:

(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						
4						
5						
6						
7						
8						

Bidders 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 Bidders, if applicable.

FORM VII: BIDDER CONFIRMATION ON DUE DILIGENCE INFORMATION

THIS DECLARATION

MADE BY:

[Name of Bidder]

[Address of Bidder]

Email: _____
[Email address of Bidder]
(the "**Bidder**")

TO: **TRANSNET SOC LTD**
138 Eloff Street
Johannesburg
2000
Contact: Windemereleasedev@transnet.net

PURSUANT TO: The Request for Proposals: Lease Development for Windermere
Property in Cape Town
(the "**RFP**")

DATE: This _____ day of _____ 2023

All terms defined in the RFP and used in this Qualification Declaration shall have the same meanings as ascribed thereto in the RFP.

THE BIDDER HEREBY DECLARES, REPRESENTS AND WARRANTS TO TRANSNET AS FOLLOWS:

1. Should the Bidder be selected as the Preferred Bidder, the Bidder will provide information or documentation required by Transnet for purposes of satisfying itself that the Preferred Bidder are not Prohibited Persons, within ten (10) working days of a written request from Transnet to do so, whether such request is made in the letter of award or separately from the letter of award.

If this information and documentation is not provided in full within the period required, Transnet has the right, but not the obligation, to stop the process of finalisation of the Process with Preferred Bidder, and to enter into negotiations with other Bidders.

DATED: _____ day of _____ **(month)**, 2023.

Authorized Signatory of Bidder

Name

Title

FORM VIII: QUALIFICATION DECLARATION

**TRANSNET SOC Ltd
REQUEST FOR PROPOSALS**

DEVELOPMENT LEASE FOR WINDERMERE PROPERTY IN CAPE TOWN

THIS DECLARATION

MADE BY:

[Name of Bidder]

[Address of Bidder]

Email: _____
[Email address of Bidder]
(the "**Bidder**")

TO:

TRANSNET SOC LTD
138 Eloff Street
Johannesburg
2000
Contact: : Windemereleasedev@transnet.net

PURSUANT TO:

The Request for Proposals: Development Lease for Windermere
Property In Cape Town
(the "**RFP**")

DATE:

This ____ day of _____ (month) 2023

All terms defined in the RFP and used in this Qualification Declaration shall have the same meanings as ascribed thereto in the RFP.

**THE BIDDER HEREBY DECLARES, REPRESENTS AND WARRANTS TO
TRANSNET AS FOLLOWS:**

1. All information and material contained in, or provided together with, the Bidder's Statement of Qualifications (Form IX) and submitted to Transnet concurrently herewith is true, accurate and complete.
2. The Bidder or if the Bidder is a Consortium, at least one of the Consortium Team Members, satisfies the following five (5) Minimum Financial Criteria:
 - 2.1. The profit, EBITDA and operational free cashflow of each of the least three (3) years were positive. Where the profit, EBITDA and operational cashflow were negatively impacted by the COVID-19 pandemic, sufficient details are provided to explain the negative returns;

- 2.2. Solvency exceeds or is equal to 0.4 (based on latest audited financial statements);
and
- 2.3. Acid Test Ratio exceeds 1 (based on latest audited financial statements).
- 2.4. Since the publication of the latest financial statements, the Bidder's situation has not materially changed, such that the Minimum Financial Criteria described above will not be met in the financial statements of the current and subsequent financial years.
- 2.5. The Bidder has, to date, not engaged in commitments to the extent that such commitments might affect the Bidder's ability to finance or complete the Project.
3. The Bidder is not, and has not been, the subject of any bankruptcy, insolvency or creditor protection proceedings, and has not at any time been declared bankrupt or insolvent and has not initiated or taken any action to protect itself from creditors' rights.
4. No parent corporation, affiliate, major shareholder or partner of the Bidder is, or has been, the subject of any bankruptcy, insolvency or creditor protection proceedings and none have at any time been declared bankrupt or insolvent or initiated or taken any action to protect themselves from creditors' rights.
5. None of the Bidder, any parent corporation, affiliate or partner of the Bidder or any of their respective directors, officers or Persons associated with the Bidder have at any time:
 - 5.1. been convicted of fraud, breach of trust, bribery, corruption or other criminal offence;
 - 5.2. been named on any recognized international sanctions list;
 - 5.3. committed any offence in terms of the Prevention and Combating of Corrupt Activities Act including directly or indirectly, offering or giving to any Person in the employment of Transnet or any other Government official, who is directly involved in the Procurement Process or the Project, or any of the Transaction Advisors, any gift or consideration of any kind as an inducement or reward for appointing any Bidder as a Shortlisted Bidder or a preferred Bidder, or for showing or omitting to show favour or disfavour to any Bidder, Persons or Consortium Team member, or its subcontractors in relation to the Project.
6. None of the respective directors, executives, senior managers, officers or other Persons associated with the Bidder or any parent corporation, affiliate or partner of the Bidder is a Person of Influence, save for the Persons named below:

Name	Relationship between the Person of Influence and the Bidder	Description of the position/role which results in the named individual or entity being a Person of Influence

7. The Bidder accepts irrevocably the terms and conditions of this Request for Proposal without reservations or qualifications.

DATED AT ON THIS _____ day of _____, 2023.

Authorized Signatory of Bidder

Name

Title

FORM IX: STATEMENT OF QUALIFICATIONS

TRANSNET SOC Ltd REQUEST FOR PROPOSALS

DEVELOPMENT LEASE FOR WINDERMERE PROPERTY IN CAPE TOWN

THE PROPOSAL MUST BE IN THE FORM SET OUT IN THIS STATEMENT OF QUALIFICATIONS AND MUST INCLUDE ALL INFORMATION AND MATERIAL SPECIFIED IN THIS STATEMENT OF QUALIFICATIONS AND IN THE REQUEST FOR PROPOSALS (THE "**RFP**").

IF THE BIDDER IS A CONSORTIUM, THE REQUIRED INFORMATION AND MATERIAL AS SPECIFIED BELOW MUST BE PROVIDED FOR EACH CONSORTIUM TEAM MEMEBER.

ALL TERMS DEFINED IN THE RFP AND USED IN THIS STATEMENT OF QUALIFICATIONS SHALL HAVE THE SAME MEANINGS AS ASCRIBED THERETO IN THE RFP.

PART 1 - IDENTIFICATION OF BIDDER (AND WHERE APPLICABLE CONSORTIUM TEAM MEMBERS)

- 1.1. Complete legal name of Bidder.
- 1.2. Jurisdiction of incorporation or organization of the Bidder.
- 1.3. Bidder's Head Office address.
- 1.4. Address of any office Bidder may have in South Africa.
- 1.5. Bidder's mailing address.
- 1.6. Bidder's email address.
- 1.7. Bidder's telephone number.
- 1.8. Bidder's website address.
- 1.9. Summary of the Bidder's business activities, showing geographical location.

PART 2 - CONSORTIUMS

- 2.1. If Bidder is a Consortium, list all Consortium Team Members, the role of each Consortium Team Member, the percentage shareholding intended for each Consortium Team Member, and indicate who will be the Lead Member of the Consortium.

- 2.2. In the event that a Consortium agreement is already in place, submit this agreement as part of this Statement of Qualifications.

PART 3 - OWNERSHIP OF BIDDER OR CONSORTIUM

- 3.1. If the Bidder is a wholly owned subsidiary of a parent corporation, provide the name, address and jurisdiction of incorporation of the parent corporation.
- 3.2. If the Bidder is a corporation (other than a wholly owned subsidiary), provide the name, address and jurisdiction of incorporation, organization or residency of each of its major shareholders.
- 3.3. If the Bidder is a partnership, provide the name, address and jurisdiction of incorporation, organization or residency of each of its partners.
- 3.4. If the Bidder is an entity other than a corporation or partnership, describe the legal and ownership structure of the Bidder and provide the names, addresses and jurisdiction of incorporation or organization of each owner.

PART 4 - AUTHORIZED REPRESENTATIVE

Provide the name, title, residency, address, telephone number and email address of the individual authorized by the Bidder to represent the Bidder, to make enquiries to Transnet, and to receive correspondence on matters relating to the RFP.

PART 5 - BIDDER'S EXPERIENCE

4. Information
- 4.1. Provide a summary of the Bidder's experience in each of the areas in the development and management of real estate assets, including the following information:
- a) Role of the Bidder (or Consortium Team Member) in the development and operation of the redeveloped property;
 - b) Number of years of experience of the Bidder (or Consortium Team Member)'s in the involvement in the development/redevelopment and management of real estate.
 - c) Size of the operations (Asset base, Number and value of properties owned and developments completed, Annual Turnover, number of employees, geographic distribution);

This summary should not be longer than approximately 4 pages of A4 size, although annexures may be provided if required to support information contained in the summary.

5. Information

- 5.1. Provide, at a minimum, the most recent five (5) years audited, consolidated financial statements, including auditors' reports, for the Bidder, and for each Consortium Team Member if the Bidder is a Consortium. Where applicable, provide the most recent five (5) years audited, consolidated financial statements, including auditors' reports, for respective parent corporations and any other entity anticipated to assume any financial responsibility in connection with the Project by way of equity contribution, guarantee, debt or otherwise.
- 5.2. Provide current credit rating reports if available, for the Bidder, and for each Consortium Team Member if the Bidder is a Consortium. Where applicable, provide current credit rating reports for respective parent corporations and any other entity anticipated to assume any financial responsibility in connection with the Project by way of equity contribution, guarantee, debt or otherwise.
- 5.3. Provide the Solvency and Liquidity calculations based on the most recent audited financial statements.

PART 6 - CONFIRMATION

- 6.1. Provide confirmation of the Bidder's acceptance of the Procurement Process, and the terms and conditions set out in the RFP. Bidder to include confirmation that none of the exclusion criteria apply to the Bidder, or any Consortium Team Member, by signing and submitting the Qualification Declaration (Form VIII).
- 6.2. Provide confirmation that the Bidder obtained such legal and other advice as it has determined necessary and confirms its understanding of and agreement with the Procurement Process and the terms and conditions set out in the RFP by signing and submitting the Qualification Declaration (Form VIII).
- 6.3. Provide confirmation that the Bidder is fully acquainted with the laws of South Africa (including without limitation all statutes and regulations (on a national, provincial and municipal level)) in relation to procurement and the subject matter of the Project, and will comply with such laws, or that the Bidder has engaged South African counsel to advise them in relation to the laws of South Africa (including without limitation all statutes and regulations (on a national, provincial and municipal level)) in relation to procurement and the subject matter of the Project by signing and submitting the Qualification Declaration (Form VIII).
- 6.4. Provide the B-BBEE Verification Certificate for the Bidder (if the Bidder has a B-BBEE Verification Certificate).
- 6.5. Provide confirmation that the Bidders in the Bidder will not make any claim or demand, or bring any action, suit or petition against Transnet, or any of its directors, officers, employees, consultants or representatives, for any costs, damages, liabilities or claims of any nature whatsoever relating to its participation in the Procurement Process or based upon or relating to any information, material, forecasts or estimates contained in the RFP or otherwise provided or made available by Transnet or any of its directors, officers, employees, consultants, contractors or representatives by signing and submitting the Qualification Declaration (Form VIII).

FORM X: 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. of 2013 "(POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is (Respondent) and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must

inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.

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

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

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

13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

Signature of Respondent's authorised representative: _____

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

FORM XI RENTAL OFFER

1. The standard rental offer template must be completed and returned. Bidders will be scored based on their annual Basic Rental and Income Participation Rental percentage.
- 61.8 **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:

$$Pr = (Pt / Phigh) \times Ap$$

Where:

Pr= points to be awarded for the offer under consideration

Pt=the annual Basic Rental offer under consideration

Phigh= the highest annual Basic Rental offer received

Ap= percentage allocated for the price **(50 points)**

- 61.9 **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:

$$IPRr = (IPRt / IPRhigh) \times Ap$$

Where:

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

IPRt =the Income Participation Rental percentage offer under consideration

IPRhigh= the highest Income Participation Rental percentage offer received

Ap= percentage allocated for the Income Participation Rental percentage **(50 points)**

RENTAL OFFER

BIDDER'S DETAILS	
Company Name	
Company Registration Number	
Physical Address (for correspondence)	
Contact Number	
Authorised Representative (contact person)	

OFFER DETAILS		
1	Lease commencement date (yyyy/mm/dd)	
2	Lease term (no. of months) <i>(Inclusive of Beneficial Occupation period)</i>	
3	Beneficial occupation period (no. of months)	
4	Rental commencement date (yyyy/mm/dd)	
5	Capital expenditure to be invested in the property (Rand)	
6	Basic monthly rental (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	Annual rental escalation rate (% per annum)	
8	Income Participation Rental (% of gross rental income) <i>(Note: The income participation rental will be calculated as a percentage of the Lessee's gross rental income generated by the completed development)</i>	

Name of Signatory**Signature****Date**