

**Dear Bidder,**

**SBD 1 FORM**

**PART A - INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	CRAC-KGG-42493	ISSUE DATE:	30 November 2023	CLOSING DATE:	12 December 2023	CLOSING TIME:	10H00 AM
DESCRIPTION	FOR THE PROVISION FOR CLEANING OF CULVERTS UNDER GEOGRAPHICAL AREAS CONTROLLED BY KRUGERSDORP DEPOT FOR A PERIOD OF TWO (02) MONTHS.						

**BID RESPONSE DOCUMENTS SUBMISSION**

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

**RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.**

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

- Log on to the Transnet eTenders management platform website/Portal ([transnetetenders.azurewebsites.net](http://transnetetenders.azurewebsites.net)) (please use **Google Chrome** to access Transnet link/site free of charge);
- Click on “ADVERTISED TENDERS” to view advertised tenders;
- Click on “SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on “SIGN IN/REGISTER” - to sign in if already registered;
- Toggle (click to switch) the “Log an Intent” button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](http://transnetetenders.azurewebsites.net)

**Note to the bidders:**

***Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.***

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	Mohale Rapetswa	CONTACT PERSON	Mohale Rapetswa
TELEPHONE NUMBER	011 584 0944	TELEPHONE NUMBER	011 584 0944
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	<a href="mailto:mohale.rapetswa@transnet.net">mohale.rapetswa@transnet.net</a>	E-MAIL ADDRESS	<a href="mailto:mohale.rapetswa@transnet.net">mohale.rapetswa@transnet.net</a>

<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				

## **Request for Quotations – Scope of work**

**For the Provision for Cleaning of Culverts Under Geographical Areas Controlled by**

**Krugersdorp Depot for a period of Two (02) Months.**

RFQ Number CRAC-KGG-42493

TRANSNET



FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN: .....	<b>OR</b>	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: .....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>				
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO				
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO				
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b>				

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. TAX COMPLIANCE REQUIREMENTS**

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**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: \_\_\_\_\_

## 1 Formal Briefing

A non-compulsory RFQ briefing will be conducted **via MS Teams** on the **06 December 2023, at 10H00 am** for a period of **± two (02) hours**. The briefing session will start punctually and information will not be repeated for the benefit of joining late.

**1.1** *A Certificate of Attendance in the form set out in **Section A** hereto must be completed and submitted with your Proposal as proof of attendance is required for a **non-compulsory** RFQ briefing.*

**1.2** Please join the link below:

[Click here to join the meeting](#)

**1.3** Bidders are required to confirm their attendance and to send their contact details to the following address:  
[mohale.rapetswa@transnet.net](mailto:mohale.rapetswa@transnet.net)

**Section A**

**CERTIFICATE OF ATTENDANCE OF NON-COMPULSORY RFQ BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ *[name of entity]*

attended the RFQ briefing in respect of the proposed Goods/Services to be rendered in terms of this RFQ  
on **06 December 2023**.

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TRANSNET'S REPRESENTATIVE

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RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**NOTE:**

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

## 1. **EVALUATION: SPECIFIC GOALS AND PRICE**

The following will be considered in the evaluation:

EVALUATION CRITERIA	
▪ Price (80)	
▪ Specific Goals (20)	

### 1.1. Price schedule:

Transnet Freight Rail invites you to supply a quote for provision for cleaning of culverts under geographical areas controlled by Krugersdorp Depot for a period of two (02) months as per the Scope of work below.

NB: for fair price comparison, bidders must indicate whether they are VAT registered.

Item No	Description of Item	Unit of Measure	Quantity	Rate	TOTAL PRICE OF ITEM [ZAR]
1.	<b>Site establishment and de-establishment</b>				
1.1.	Veertienstrome – Vryburg	Sum	1		
1.2	Krugersdorp – Mafikeng	Sum	1		
1.3	Randfontein – Potchefstroom	Sum	1		
1.4	Welverdiend – Lichtenburg	Sum	1		
1.5	Potchefstroom – Klerksdorp	Sum	1		
1.6	Klerksdorp – Veertienstrome	Sum	1		
1.7	Mafikeng – Ramatlabama	Sum	1		
1.8	Vryburg - Mafikeng	Sum	1		
2.	<b>Inlet and Outlet</b>				
2.1	Cleaning of inlet and outlet phases by removal and disposing of soil, rocks and vegetation to allow free flow of water $\{(5m(L) \times 5m(W) \times 0.3m(D)) \times 2\}$ i.e., both side of culvert. Dimensions- $15m^3 \times 120$ .	$m^3$	1800		
3.	<b>Box Culverts and Pipes</b>				
3.1	Removing, disposing of debris, all other foreign objects and cleaning inside the culverts / pipes so that the water can be able to flow freely on the culverts and pipes.	No	120		
4.	<b>Earthworks</b>				

4.1	Reinstate the channel between boundary fences, culverts and along railway track by means of TLB where unnecessary by hand.	Hours	400		
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**Failure to fully price all items will result in bid disqualification.**

<b>Total Price Excluding Vat</b>	
<b>15% Vat</b>	
<b>Total Price Including Vat</b>	

## **1.2. SPECIFICATION / SCOPE OF WORK**

**(PLEASE REFER TO ANNEXURE B AND ANNEXURE C)**

### **1. Scope of work**

The works to be executed under this Contract consists of the following:

- 1.1 Clearing and preparation of site for the actual work,
- 1.2 No work is to be done on top of the culvert or pipe next to the railway line,
- 1.3 The property adjacent to the Transnet Freight Rail reserve may not be entered without prior permission from the Technical officer,
- 1.4 Culverts or pipes to be cleaned in such a way as to permit the free flow of water through the culvert to its maximum capacity, Water must not be able to dam in the culvert or pipe.
- 1.5 The soil removed from the culvert and ditch must not be dumped in heaps, but must be worked flat (tools needed but not limited to are; wheelbarrow, shovel, pick and TLB 4X4 if necessary).
- 1.6 All chopped down vegetation must be removed from the cleaned area and packed in a suitable position next to the fence and tramped flat.
- 1.7 The culverts or pipes are not all built to the same standard. The technical officer may give additional instructions owing to unique circumstances.
- 1.8 Remove all vegetation found around or in the vicinity of the culvert.
- 1.9 The hand methods must be used for cleaning of all debris in culverts and pipes incl. cutting of vegetations at phases of inlet and outlet.
- 1.10 The TLB will be required on the culverts and drainage channels that will be pointed out by the Technical Officer.
- 1.11 Contractor to provide any necessary tools for cleaning.
- 1.12 The cleaning of channels will include the removal of soil, rocks, and the trees.

### **2. Location of the site**

- The sites are on the Krugersdorp Depot Railway Line Section from the Westrand of Gauteng to North West Province.
- Following are the Sites and their Workload
  1. Veertienstrome – Vryburg
  2. Krugersdorp – Mafikeng
  3. Randfontein – Potchefstroom
  4. Welverdiend – Lichtenburg
  5. Potchefstroom – Klerksdorp

6. Klerksdorp – Veertienstrome
7. Mafikeng – Ramatlabama
8. Vryburg - Mafikeng

### **3. Duration of contract**

- The duration of the contract is **2 Months** and Transnet Freight Rail reserves the right to cancel the contract if the standard of workmanship and accuracy as per the specification is not achieved.

### **4. Site meetings**

4.1 The contractor shall attend all site meetings convened by the Technical Officer. Such meetings shall be for the purpose of discussing progress, delays, materials, specification etc.

### **5. Safety**

Transnet Freight Rail is the organisation that strictly complies with safety.

5.1 The purpose of this contract safety plan is required before the commencement of work.

5.2 The safety file should be submitted to the Technical Officer a week before starting the work.

5.3 Safety induction should be conducted before the commencement of the works.

5.4 Safety induction does not give the supplier the right to start to work.

5.5 Minimum Personal protective equipment required: (Reflective vest, Safety boots, Dust mask)

5.6 A valid medical of fitness certificates of the all the contractor's personnel working on site, operators, first aider and SHE rep are required for this contract. These documents are to form part of the safety file that will be submitted to the Technical Officer a week before starting work.

### **6. Responsibility of Transnet Freight Rail**

- Arrangement with landowners and statutory authorities regarding access and other statutory requirements
- Arrange occupations if required.
- Inspect the works after being finished and for the claim purposes.

### **7. Responsibility of the Contractor**

The contractor will provide all labour and all plant required for the completion of the works.

7.1 All arrangements regarding water and sanitation requirements for the duration of the contract are upon contractor to arrange.

7.2 The Contractor must make his own arrangement for accommodation of his staff and provide security for his TLB and Transnet will not be liable to provide this service

7.3 Only Security will be allowed on site after work at night from 17:00-08:00

7.4 Where services are encountered below the surface during the course of the excavation, such should be communicated to the relevant Transnet Freight Rail representative or to the Project Manager. The contractor shall take all reasonable measures to ensure that careless damage to services and other property is avoided, failure of which the replacement or repair therefore will be to the contractor's account.

7.5 Prior approval of the Project Manager to be sought before destroying or disturbing any part of the environment for stockpile, spoil or for any other purpose.

7.6 For payment purposes, the onus shall lie with the contractor to ensure that all quantities are measured and agreed with the Project Manager or any such person that may be delegated by the Project Manager.

7.7 The contractor must safeguard the surrounding, adhere to PPE (Personal Protective Equipment), to have first aid box kit on site at all time and supply the neat and tidy completed area.

## **8. Penalties**

8.1 A penalty of R 300 per day will apply for the late completion of the contract but exception will be considered for the rainy days. (Rain gauge should be on site all the time and rain gauge records should be submitted for claiming rainy days.

## **9. Payment Certificate**

Payment certificate will be compiled once and submitted monthly once the work has been inspected and signed off.

The payment method will be a monthly payment.

## **10. Site Instruction Book and Site Diary**

10.1 The contractor shall always supply and have available on site a site diary, an A4/A5 size triplicate carbon book with detachable sheets for recording everything happening on site.

10.2 The contractor must also have site instruction book to receive and record all instruction from the Technical officer and or Transnet personnel.

10.3 The contractor shall request the person concerned to write the instruction in the site instruction book, to sign it and to record his official designation.

10.4 The instruction shall be countersigned by the Contractor or his agent.

10.5 The original sheet of the site book will be removed by the Transnet Technical Officer and carbon copies retained to the Contractor.

## **11. Defects Liability Period**

- Defect's liability period will not apply on this contract.

## **12. Documentation**

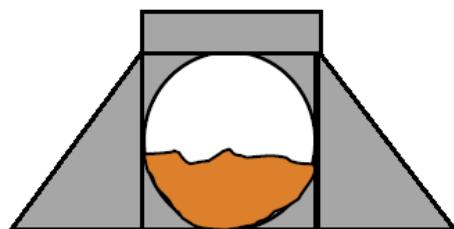
The following documents will be given to the successful contractor before commencement of the work.

- 12.1. Site access certificate,
- 12.2. Indemnity form,
- 12.3. General conditions of contract (minor works contracts).
- 12.4. Working near the railway line specification (E7/1)

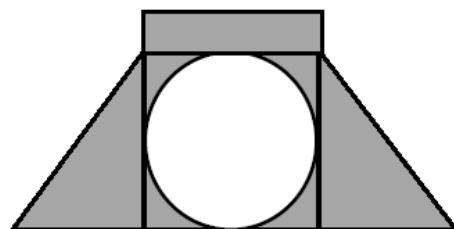
All suppliers must sign the attendance register and site inspection form (E4.A Dec 2003) that Transnet freight rail personnel will provide on-site meeting before leaving the site.

**Drawings:**

Drawings showing the work expected.

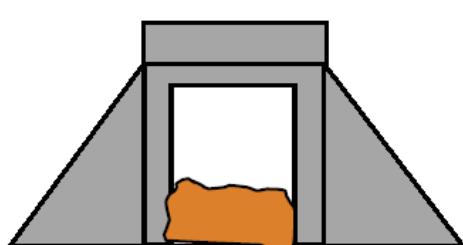


Before Cleaning

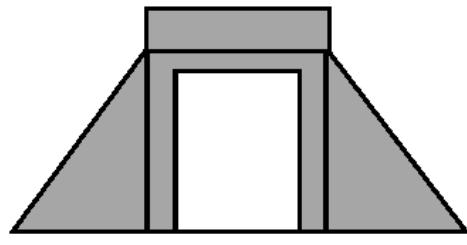


After Cleaning

**Figure 1: Pipe culverts**



Before Cleaning



After Cleaning

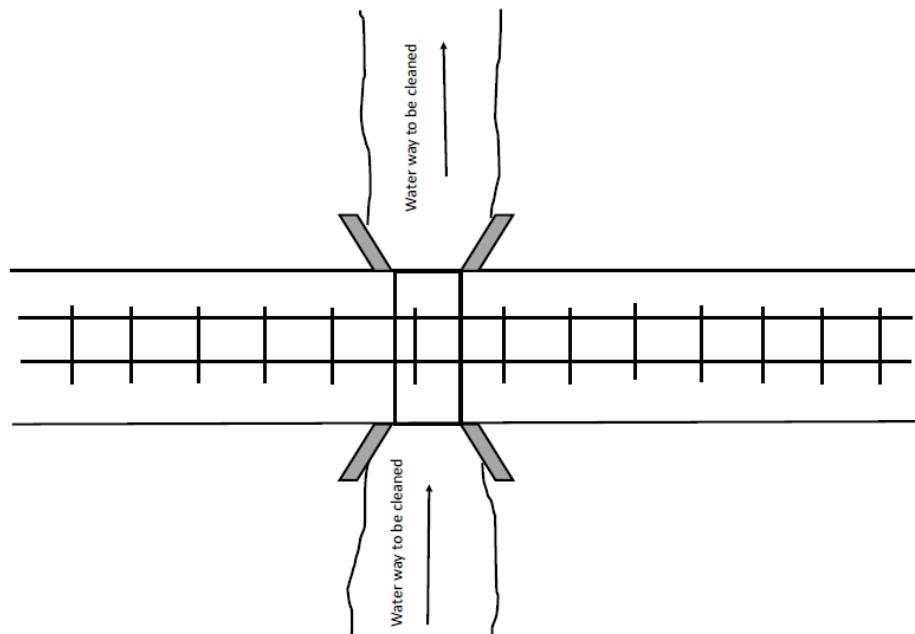
**Figure 2: Box Culverts**

**Request for Quotations – Scope of work**

**For the Provision for Cleaning of Culverts Under Geographical Areas Controlled by**

**Krugersdorp Depot for a period of Two (02) Months.**

**RFQ Number CRAC-KGG-42493**



**Figure 3: Plan view of waterway to be cleaned.**

LIST OF CUVERTS TO BE CLEANED FOR KGR DEPOT					
RANDFONTEIN - POTCHEFSTROOM					
KM Pos	Type of culvert	Cleaning Required	TLB	What needs to be done	Comments
23/15	Pipe	Yes	No	Channel to be cleaned and aligned by hand	
23/16	Pipe	Yes	No	Channel to be cleaned and aligned by hand	
24/7	Box	Yes	No	Channel to be cleaned and aligned by hand	
27/9	Box	Yes	Yes	Channel to be cleaned and aligned by TLB on one side and hand on the other side	
33/1	Box	Yes	Yes	Channel to be cleaned and aligned by TLB on one side and hand on the other side	
34/8	Box	Yes	Yes	Channel to be cleaned and aligned by TLB on one side and hand on the other side	
68/02	Box	Yes	No	Channel to be cleaned and aligned by hand	There is no access for a TLB to both sides the channels
68/11	Box	Yes	No	Channel to be cleaned and aligned by hand	There is no access for a TLB to both sides the channels
71/07	Box	Yes	Yes	Channel to be cleaned and aligned by TLB on one side and hand on the other side	There is no access for a TLB to the one side channel
73/15	Box	Yes	Yes	Channel to be cleaned and aligned	
88/11	Box	Yes	No	Channel to be cleaned and aligned by hand	There is no access for a TLB to the one side channel
91/14	Box	Yes	Yes	Channel to be cleaned and aligned by TLB on one side and hand on the other side	There is no access for a TLB to the one side channel
97/09	Box	Yes	No	Channel to be cleaned and aligned by hand	There is no access for a TLB to the one side channel
104/06	Box	Yes	No	Channel to be cleaned and aligned by hand	There is no access for a TLB to both sides of channels
105/05	Box	Yes	Yes	Channel to be cleaned and aligned by TLB on one side and hand on the other side	There is no access for a TLB to the one side channel
109/11	Box	Yes	Yes	Channel to be cleaned and aligned by TLB on one side and hand on the other side	There is no access for a TLB to the one side channel
POTCHEFSTROOM - KLERKS DORP					
110/06	Box	Yes	Yes	Channel to be cleaned and aligned by TLB on one side and hand on the other side	There is no access for a TLB to the one side channel
123/01	Box	Yes	Yes	Channel to be cleaned and aligned by TLB on one side and hand on the other side	There is no access for a TLB to the one side channel
125/01	Box	Yes	Yes	Channel to be cleaned and aligned by TLB on one side and hand on the other side	There is no access for a TLB to the one side channel
128/13	Box	Yes	No	Channel to be cleaned and aligned by TLB on one side and hand on the other side	There is no access for a TLB to the one side channel
139/11	pipe	Yes	Yes	Waterway is 50% fully blocked Channels cleaned and aligned with the culvert	To be cleaned by hand inside and TLB both channels
141/11	Box	Yes	Yes	Channel to be cleaned and aligned by TLB on one side and hand on the other side	There is no access for a TLB to the one side channel
142/14	Box	Yes	Yes	Channel to be cleaned and aligned by TLB on one side and hand on the other side	There is no access for a TLB to the one side channel
KLERKS DORP - BOSKUIL					
01/08	Box	Yes	No	Cleaning of water way, Inlet & Outlet	
06/14	Box	Yes	No	Cleaning of water way, Inlet & Outlet	
08/10	Pipe	Yes	No	Inlet & Outlet cleaning	
08/12	Box	Yes	Yes	Inlet & Outlet, removal of trees & water channel cleaning	
09/05	Box	Yes	No	Inlet & Outlet cleaning	
13/07	Pipe	Yes	Yes	Inlet & Outlet water channel trimming	
13/08	Pipe	Yes	No	Inlet & Outlet cleaning	
22/06	Pipe	Yes	Yes	Inlet & Outlet water channel trimming	
30/08	Pipe	Yes	No	Inlet & Outlet cleaning	
31/14	Box	Yes	Yes	Inlet & Outlet, removal of trees	
59/07	Pipe	Yes	No	Cleaning of water way, Inlet & Outlet	
84/05	Pipe	Yes	No	Inlet & Outlet cleaning	
87/13	Pipe	Yes	No	Inlet & Outlet cleaning	
94/15	Pipe	Yes	No	Partially blocked	

**Request for Quotations – Scope of work**

**For the Provision for Cleaning of Culverts Under Geographical Areas Controlled by**

**Krugersdorp Depot for a period of Two (02) Months.**

**RFQ Number CRAC-KGG-42493**



<b>BOSKUIL - VEERTIENSTROME</b>				
109/12	box	Yes	Yes	clean inlet and outlet
110/12	pipe	Yes	yes	open the channel, clean inlet and outlet
111/04	Pipe	Yes	no	clean inlet and outlet
115/09	Box	Yes	Yes	clean inlet and outlet
125/0	box	yes	yes	clean inlet and outlet
127/04	box	yes	yes	clean inlet and outlet
127/13	box	yes	no	clean inlet and outlet, open the channel
143/11	pipe	yes	no	clean inlet and outlet
145/07	box	yes	yes	clean inlet and outlet and channel to be aligned
144/02	box	yes	yes	clean inlet and outlet and channel to be aligned
148/11	pipe	yes	no	clean inlet and outlet
181/07	box	yes	yes	clean inlet and outlet
181/13		yes	yes	clean inlet and outlet
181/01	pipe	yes	no	clean inlet and outlet, unblock the culvert
<b>VEERTIENSTROME - VRYBURG</b>				
88/04	Box	Yes	No	Channel to be cleaned and aligned
126/02	Box	Yes	Yes	Channel to be cleaned and aligned
<b>VRYBURG - MAFIKENG</b>				
184/07	Box	Yes	No	Tba
192/04	Box	Yes	No	Tba
193/09	Box	Yes	No	Tba
195/07	Box	Yes	No	Channel to be cleaned and aligned
198/06	Box	Yes	No	Channel to be cleaned and aligned
198/16	Box	Yes	No	Channel to be cleaned and aligned
204/14	Box	Yes	Yes	Channel to be cleaned and aligned
208/02	Box	Yes	Yes	Channel to be cleaned and aligned
213/02	Box	Yes	Yes	Channel to be cleaned and aligned
219/16	Box	Yes	Yes	Channel to be cleaned and aligned
220/12	Pipe	Yes	Yes	Channel to be cleaned and aligned & inside
222/17	Box	Yes	No	Trees and bushes to be cleared
226/08	Box	Yes	Yes	channel to be cleaned and aligned
231/11	Box	Yes	No	Tba
240/08	Pipe	Yes	No	Tba
254/15	Box	Yes	Yes	Trees and bushes to be cleared
258/4	Box	Yes	No	Channel to be cleaned and aligned
262/15	Box	Yes	Yes	Channel to be cleaned and aligned
266/11	Box	Yes	Yes	Channel to be cleaned and aligned
267/18	Box	Yes	No	Channel to be cleaned and aligned
268/19	Box	Yes	Yes	
269/17	Box	Yes	Yes	
272/16	Pipe	Yes	No	Trees and bushes to be cleared
<b>KRUGERSDORP - MAFIKENG</b>				
29/8	Pipe	Yes	No	Channel to be cleaned and aligned by hand
30/7	Box	Yes	No	Channel to be cleaned and aligned by hand
30/8	Box	Yes	No	Channel to be cleaned and aligned by hand
34/0	Pipe	Yes	No	Channel to be cleaned and aligned by hand
54/4	Box	Yes	No	Channel to be cleaned and aligned by hand
67/11	Pipe	Yes	No	Channel to be cleaned and aligned by hand
97/4	Box	Yes	No	Channel to be cleaned and aligned by hand
101/12	Pipe	Yes	No	Channel to be cleaned and aligned by hand
103/12	Box	Yes	No	Channel to be cleaned and aligned by hand
116/18	Pipe	Yes	No	Channel to be cleaned and aligned by hand
119/12	Box	Yes	No	Channel to be cleaned and aligned by hand
120/5	Pipe	Yes	No	Channel to be cleaned and aligned by hand
122/2	Box	Yes	No	Channel to be cleaned and aligned by hand
128/3	Pipe	Yes	No	Channel to be cleaned and aligned by hand
201/11	Pipe	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
202/3	Pipe	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
202/5	Pipe	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
203/7	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
207/2	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
208/1	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
210/14	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
211/19	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
212/4	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
217/2	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
217/3	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
217/8	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
218/15	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
219/0	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
220/13	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
228/15	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
266/17	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
268/11	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
269/10	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
269/14	Box	Yes	No	Cleaning inlet and outlet, bushes and channel to be aligned
<b>WELVERDIEND - COIGNY</b>				
24/16	Box	Yes	Yes	Channel to be cleaned and aligned
59/03	Box	Yes	No	Channel to be cleaned and aligned
62/08	Box	Yes	No	Channel to be cleaned and aligned
70/10	Box	Yes	Yes	Channel to be cleaned and aligned
70/11	Box	Yes	Yes	Channel to be cleaned and aligned
78/09	Box	Yes	Yes	Channel to be cleaned and aligned by TLB on one side and hand on the other side
84/12	Box	Yes	No	Waterway needs cleaning and channel aligned
94/04	Box	Yes	Yes	Waterway needs cleaning and channel aligned
95/11	Box	Yes	Yes	Waterway needs cleaning and channel aligned
<b>COIGNY - LICHTENBURG</b>				
0/12	Box	Yes	Yes	Cleaning, bushes and channel to be alinged
1/03	Box	Yes	Yes	Channel to be cleaned and aligned
11/04	Box	Yes	Yes	Waterway is 50% fully blocked Channel cleaned and aligned with the culvert
16/02	Box	Yes	Yes	Channel to be cleaned and aligned by TLB on one side and hand on the other side
18/18	Box	Yes	Yes	Cleaning, bushes and channel to be alinged
21/10	Box	Yes	Yes	Cleaning, bushes and channel to be alinged

PRE-QUALIFICATION CRITERIA	100%
	Weight
<b>1. WORK EXPERIENCE</b>	<b>50%</b>
If supplier submitted proof of relevant similar previous work experience ie cleaning of drainages, maintenance of drainage channels.	50%
If supplier submitted proof of irrelevant previous work experience ie building cleaning, painting, fencing.	25%
Give no points if the supplier has not submitted proof of experience.	0%
	<b>Total</b>
<b>2 WORK PROGRAM WITH TIME FRAME</b>	<b>50%</b>
True reflection of detail work program to be submitted on Microsoft project or Gantt Chart and it must show allocation of resources, time frames, lead time within two weeks after appointment and project completion within project duration.	50%
If the supplier submitted a program that is not in detail, lead time is more than two weeks from appointment and completion is outside required duration.	25%
If the supplier submitted a program on different program not stated above.	15%
Give no points if supplier has not submitted work program.	0%
	<b>Total</b>
<b>Minimum threshold</b>	50

### 1.3. SPECIFIC GOALS:

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

Selected Specific	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1	15
B-BBEE Level of contributor - Level 2	10
>50% Black Youth Owned Entities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

#### **1.4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS**

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

Specific Goals	Acceptable Evidence
B-BBEE level of contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
>50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

**2. NB: Please note that the following documentation are to be submitted together with the quotation:**

**2.1. Mandatory Returnable documents:**

- 2.1.1. Completed pricing schedule.
- 2.1.2. SBD1 Form (proof of CSD registration)
- 2.1.3. Previous work experience
- 2.1.4. Work Program with time frames

***Failure to submit the above stated documents will result in your quotation been disqualified.***

**2.2. Essential Returnable documents:**

- 2.2.1. RFQ Declaration and Breach of Law Form
- 2.2.2. Protection of Personal Information

***Failure to submit the above stated documents may result in your quotation been disqualified.***

**2.3. Returnable documents used for scoring:**

- 2.3.1. Valid proof of Respondent's compliance to the Specific Goals evidence requirements

***Failure to submit the above stated documents will result in you scoring a zero (0) points for the particular specific Goals.***

Kindly note that if your company is interested in submitting a quotation then a response has to be submitted on or before **11 December 2023**.

**LATE TENDERS WILL BE DISQUALIFIED.**

**Validity Period**

Transnet requires a validity period of **180 [One Hundred and Eighty] Business Days** from the closing date of this RFQ, excluding the first day and including the last day. Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

### **3. DISCLAIMERS**

#### **3.1 Please note that Transnet reserves the right to:**

- a) modify the RFQ's Goods/Services and request Respondents to re-bid on any such changes;
- b) reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- c) disqualify Proposals submitted after the stated submission deadline [closing date];
- d) award a contract in connection with this Proposal at any time after the RFQ's closing date;
- e) award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFQ;
- f) split the award of the contract between more than one Supplier/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- g) cancel the bid process;
- h) validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- i) request audited financial statements or other documentation for the purposes of a due diligence exercise;
- j) not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- k) to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- l) to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

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

#### **3.2 Communication.**

All clarifications prior to closing date of this tender should be submitted onto the system or be directed to

**Mohale Rapetswa** via email: [mohale.rapetswa@transnet.net](mailto:mohale.rapetswa@transnet.net)

#### **4. DISCLOSURE OF CONTRACT INFORMATION**

##### **Johannesburg Stock Exchange Debt Listing Requirements**

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

##### **Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)**

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

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

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

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

##### **Is the Respondent**

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

A DPIP/FPPO	Closely Related to a DPIP/FPPO	Closely Associated to a DPIP/FPPO
-------------	--------------------------------	-----------------------------------

##### **List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.**

No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER/EMPLOYEE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Indicate nature of relationship with Transnet:

**[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet].**

***Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided]***

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

## **BIDDER'S DISCLOSURE (SBD4)**

## **12 PURPOSE OF THE FORM**

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

## **13 Bidder's declaration**

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

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

**YES/NO**

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

13.2.1. If so, furnish particulars:

.....  
.....

13.3 Does the bidder or any of its directors / trustees / shareholders / members

/ partners or any person having a controlling interest in the enterprise have  
any interest in any other related enterprise whether or not they are bidding  
for this contract?

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
.....

#### **14 DECLARATION**

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

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

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

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

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

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

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

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

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

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 have/have not been* [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

DATE OF BREACH: \_\_\_\_\_

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

## **PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.("POPIA"):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

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

**Respondents are required to provide consent below:**

<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: \_\_\_\_\_

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