

**TRANSNET NATIONAL PORTS AUTHORITY**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL NO: TNPA/2025/07/0011/100140/RFP**

**REQUEST FOR PROPOSAL FOR THE LONG-TERM LEASING AND RE-DEVELOPMENT OF PREMISES FOR INDUSTRIAL/COMMERCIAL DESCRIBED AS LEASE L40618 OF ERF 12355, DURBAN-FU WITH IMPROVEMENTS THEREON, IN BAYHEAD, IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FIVE (25) YEARS.**

<b>ISSUE DATE:</b>	<b>03 July 2025</b>
<b>NON-COMPULSORY BRIEFING SESSION TIME:</b>	<b>17 July 2025 @10H00</b>
<b>CLOSURE OF CLARITY SEEKING:</b>	<b>01 August 2025 @ 12H00 PM</b>
<b>CLOSING DATE:</b>	<b>03 September 2025</b>
<b>CLOSING TIME:</b>	<b>15H00 PM</b>
<b>BID VALIDITY PERIOD:</b>	<b>120 Business Days from Closing Date</b>

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**REQUEST FOR PROPOSAL FOR THE LONG-TERM LEASING AND RE-DEVELOPMENT OF PREMISES FOR INDUSTRIAL/COMMERCIAL DESCRIBED AS LEASE L40618 OF ERF 12355, DURBAN-FU WITH IMPROVEMENTS THEREON, IN BAYHEAD, IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FIVE (25) YEARS.**

**SECTION 1: STANDARD BIDDING DOCUMENT (SBD)1 FORM**

**PART A**

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ENTERING INTO A LEASE WITH TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2025/07/0011/100140/RFP	ISSUE DATE:	03 July 2025	CLOSING DATE:	03 September 2025	CLOSING TIME:	15H00
DESCRIPTION	REQUEST FOR PROPOSAL FOR THE LONG-TERM LEASING AND RE-DEVELOPMENT OF PREMISES FOR INDUSTRIAL/COMMERCIAL DESCRIBED AS LEASE L40618 OF ERF 12355, DURBAN-FU WITH IMPROVEMENTS THEREON, IN BAYHEAD, IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FIVE (25) YEARS.						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<b>BIDDER(S) ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED</b> <i>(please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):</i> <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO E-MAIL ADDRESS:</b> <a href="mailto:PODREALESTATETENDERS@transnet.net">PODREALESTATETENDERS@transnet.net</a>							
<b>BIDDER(S) INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
BIDDER(S) COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:						
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		

Respondent's Signature

Date & Company Stamp

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]**

<b>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2 ARE YOU A FOREIGN BASED BIDDER(S)FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN BIDDER(S)**

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.**

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

**1. TAX COMPLIANCE REQUIREMENTS**

- 1.1 BIDDER(S) MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDER(S) 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 BIDDER(S) 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.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER(S)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)

Respondent's Signature

Date & Company Stamp

DATE: \_\_\_\_\_

---

Respondent's Signature

---

Date & Company Stamp

## SECTION 2 : NOTICE TO BIDDER(S)

### 1 INVITATION TO BID

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

<b>DESCRIPTION</b>	<b>REQUEST FOR PROPOSAL FOR THE LONG-TERM LEASING AND RE-DEVELOPMENT OF PREMISES FOR INDUSTRIAL/COMMERCIAL DESCRIBED AS LEASE L40618 OF ERF 12355, DURBAN-FU WITH IMPROVEMENTS THEREON, IN BAYHEAD, IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FIVE (25) YEARS.</b>
<b>TENDER ADVERT</b>	All Transnet tenders are advertised on the Transnet National Ports Authority website.
<b>COMMUNICATION</b>	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website within 10 days after the award has been finalised. All unsuccessful Bidder(s) have a right to request for reasons for their bid not being successful. This request must be directed to the contact person stated in the SBD 1 form.</p> <p>Any addenda to the RFP or clarifications will be published on the Transnet National Ports Authority website.</p> <p>Transnet will not be held liable if Bidder(s) do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
<b>NON-COMPULSORY BRIEFING SESSIONS AND SITE VISIT</b>	<p>Non-compulsory briefing session will be held via Microsoft Teams on <b>17 July 2025 at 10h00</b>. Bidder(s) can join the non-compulsory briefing session by using the following Microsoft teams details on:</p> <p><b>Meeting ID: 314 143 344 879 7 Passcode: iq72rw6t</b></p> <p>Upon completion of the non-compulsory briefing session Bidder(s) may make arrangements for a site visit at a time to be agreed.</p>
<b>CLOSING DATE</b>  <b>15H00 pm on (Day)</b> <b>(27 August 2025)</b>	<p>Bidder(s) must ensure that bids are uploaded onto the system by the stipulated time.</p> <p>If a bid is late and or loaded incorrectly by the closing date, it will not be accepted or receive further consideration.</p> <p>Bidder(s) 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 Bidder(s) as a result of their technical challenges. Please do not wait for the last hour to submit. A Bidder(s) can upload 30mb per upload and multiple uploads are permitted. Bidder(s) may only use alphabetical and/ or numerical characters in the file names of electronic documents which are uploaded. Use of any other characters may result in the documents being corrupted, for which TNPA takes no responsibility.</p>

<b>VALIDITY PERIOD</b>	<b>One hundred and twenty (120) Business Days from Closing Date</b>  Validity period is the period for which the Bid remains valid. Bidder(s) are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Bidder(s), the validity of the successful Bidder(s)' bid will be deemed to remain valid until a final agreement has been concluded. Should a Bidder(s) fail to respond to a request for extension of the validity period before it expires, that Bidder(s) will be excluded from the tender process.  Bidder(s) who fail to respond to a request for extension of bid validity before the validity lapses, or who declines such a request shall not be considered further in the Tender evaluation process.
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Any additional information or clarification will be published on the Transnet National Ports Authority website, if necessary.

## **2 FORMAL NON-COMPULSORY BRIEFING SESSION AND SITE VISIT**

A non-compulsory RFP briefing session will be conducted online. The briefing session will start punctually, and information will not be repeated for the benefit of Bidder(s) arriving late. Bidder(s) must join the briefing session by using the meeting details: **Meeting ID: 314 143 344 879 7 Passcode: iq72rw6t** Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Bidder(s) to attend. Transnet will not be held responsible if any Bidder(s) who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.

Bidder(s) are encouraged to have a copy of the RFP at the RFP briefing.

- 2.3. Bidder(s) are to note that it is compulsory to view the property and must make arrangements through the dedicated email address and complete annexure 11.

## **3 PROPOSAL SUBMISSION**

- 3.1 Log on to the Transnet eTenders management platform website/portal ([transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)). Please use Google Chrome to access Transnet link/site;
- 3.2 Click on "ADVERTISED TENDERS" to view advertised tenders;
- 3.3 Click on "SIGN IN/REGISTER" – for Bidder(s) to register their information (must fill in all mandatory information);
- 3.4 Click on "SIGN IN/REGISTER" - to sign in if already registered;
- 3.5 Toggle (click to switch) the "Log an Intent" button to submit a bid;
- 3.6 Submit bid documents by uploading them into the system against each tender selected.

No late submissions will be accepted. The Bidder(s) guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net).

## **4 RFP INSTRUCTIONS**

- 4.1 Please sign the documents [**sign, stamp and date the bottom of each page**]. The person(s) signing the submission/documents must be legally authorised by the Bidder(s) to do so.

- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 11 below (Legal Review) and **Section 6** of the RFP, alterations, additions, or deletions **must not** be made by the Bidder(s) to the actual RFP documents.

## **5 JOINT VENTURES**

- 5.1 Bidder(s) who would wish to respond to this RFP as a Joint Venture [**JV**] with B-BBEE entities, must state their intention to do so in their RFP submission. Bidder(s) must ensure that the bid is submitted under the name of the intended JV and not in the name of a singular entity that is a member of the JV. Such Bidder(s) must also submit a signed JV agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV agreement is submitted to Transnet.
- 5.2 Bidder(s) are to note that for the purpose of evaluation, **a JV will be evaluated based on one consolidated B-BBEE score card** (a consolidated B-BBEE Status Level verification certificate). Preference points will be awarded to a Bidder(s) for attaining the specific goals requirements in accordance with the table indicated in paragraph 4.1 of Section 9 of the specific goals Claim Form.

## **6 COMMUNICATION**

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted before **12h00 pm on 01 August 2025** substantially in the form set out in **Section 8** hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website. No further responses to clarification will be provided after 22 November 2024.
- 6.2 Bidder(s) are to note that changes to its submission will not be considered after the closing date.
- 6.3 It is prohibited for Bidder(s) to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 6.4 Bidder(s) found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 6.5 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website within 10 days after the award has been finalised. Bidder(s) are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful Bidder(s) have a right to request Transnet to furnish individual reasons for their bid not being successful. This request must be directed to the contact person stated in the SBD 1 form.

## **7 CONFIDENTIALITY**

All information related to this RFP is to be treated with strict confidence. In this regard, Bidder(s) are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent agreement, both during and after completion thereof, will be treated with strict confidence.



Should the need however arise to divulge any information related to this RFP or the subsequent agreement, written approval must be obtained from Transnet.

**8 COMPLIANCE**

The successful Bidder(s) shall be in full and complete compliance with any and all applicable laws and regulations.

**9 EMPLOYMENT EQUITY ACT**

Bidder(s) must comply with the requirements of the Employment Equity Act (Act No. 55 of 1998) applicable to it including (but not limited to) **Section 53** of the Employment Equity Act.

**10 DISCLAIMERS**

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

- 10.1 Modify the RFP and request Bidder(s) to re-bid on any such changes;
- 10.2 Reject any Proposal which does not conform to instructions and scope of requirements which are detailed herein;
- 10.3 Disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 Award an agreement in connection with this Proposal at any time after the RFP's closing date;
- 10.5 Award an agreement for only a portion of the proposed Premises which are reflected in the scope of this RFP;
- 10.6 Split the award of the agreement between more than one Bidder, should it at Transnet's discretion be more advantageous in terms of, amongst others, revenue, or developmental considerations;
- 10.7 Cancel the bid process;
- 10.8 Validate any information submitted by Bidder(s) in response to this bid. This would include, but is not limited to, requesting the Bidder(s) to provide supporting evidence. By submitting a bid, Bidder(s) hereby irrevocably grant the necessary consent to Transnet to do so;
- 10.9 Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10 Not accept any changes or purported changes by the Bidder(s) to the rental offer after the closing date and/or after the award of the business;
- 10.11 Cancel the agreement and/request that the National Treasury to place the Bidder(s) on its Database of Restricted Bidder(s) for a period not exceeding 10 years, on the basis that an agreement was awarded on the strength of incorrect information furnished by the Bidder(s) or on any other basis recognised in law; and
- 10.12 Award the business to the next ranked Bidder, provided that he/she is still prepared to provide the required rental offer, should the successful Bidder(s) fail to sign or commence with the agreement within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked Bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the bid process has been published on the National Treasury e-tender Portal and Transnet website.

Note that Transnet will not reimburse any Bidder(s) for any preparatory costs or other work performed in connection with its Proposal, whether or not the Bidder(s) is awarded an agreement.

**11 LEGAL REVIEW**

A Proposal submitted by a Bidder(s) will be subject to evaluation and adjudicated by the relevant governance structures within Transnet. Any changes to the standard terms and conditions of Transnet's lease agreement shall be subject to review and acceptance of Transnet's Legal Counsel, prior to the finalisation of an award of a lease agreement.

**12 SECURITY CLEARANCE**

Acceptance of this bid could be subject to the condition that the successful Bidder(s) and personnel must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the successful Bidder. Acceptance of the bid is also subject to the condition that the successful Bidder(s) will implement all such security measures as the safe performance of the agreement may require.

**13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Bidder(s) are required to self-register on the 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 Bidder(s) information. Bidder(s) must register on the CSD prior to submitting their bids. Business may not be awarded to a Bidder(s) who has failed to register on the CSD. Only foreign Bidder(s) with no local registered entity need not register on the CSD. Such Bidder(s) should note however, that it will be required to incorporate and register a South African company in accordance with South African company laws for the purpose of concluding a lease agreement.

***For this purpose, the attached SBD 1 form must be completed and submitted as an essential returnable document by the closing date and time of the bid.***

**14 TAX COMPLIANCE**


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

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

The Tax Compliance status requirements are also applicable to foreign Bidder(s)/individuals who wish to submit bids.




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

**Transnet urges its clients, Bidder(s) 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



### **SECTION 3: EXECUTIVE OVERVIEW AND SCOPE OF REQUIREMENTS**

#### **1. EXECUTIVE OVERVIEW**

- 1.1. TNPA is established through the National Ports Act 12 of 2005 to serve as the ports authority and landlord, responsible for the safe, efficient and economic functioning of the national ports system, which it manages, controls and administers on behalf of the State.
- 1.2. **Section 11** of the National Ports Act prescribes the core functions of TNPA, including:
  - 1.2.1 To plan, provide, maintain and improve port infrastructure;
  - 1.2.2 To prepare and periodically update a port development framework plan for each port;
  - 1.2.3 To promote the use, improvement and development of ports and control land use within the ports, having the power to lease port land under conditions that it determines;
  - 1.2.4 To promote greater representation, in particular to increase participation in port operations of historically disadvantaged people;
  - 1.2.5 To provide or arrange marine-related services, i.e. pilotage services, tug assistance, berthing services, dredging and hydrographic services;
  - 1.2.6 To ensure that adequate, affordable and efficient port services and facilities are provided, including regulatory oversight of all port activities; and
  - 1.2.7 To provide aids to assist the navigation of vessels within port limits and along the coast.
- 1.3. The Port of Durban is located on the east coast of the southern region of the KwaZulu-Natal Province, and is well positioned along the major transport routes of the province with access to regional rail and air transport and boasts the following attractive features:
- 1.4. it is the most urbanized administrative region in the province, within the central business district of the eThekweni Metropolitan Municipality;
- 1.5. at the nexus of primary transport routes such as the N2 and N3, the Port has access to major regional and local distributor roads, and access to the hinterland, especially Gauteng;
- 1.6. adjacent to key economic activity areas such as the primary business and industrial nodes of the central business district and South Durban Basin and optimally positioned to access several local labour market source areas such as Glenwood, Umbilo and Bluff;
- 1.7. strategically located within a national, regional and local context, and is optimally positioned to service the Southern African community as an import and export location;
- 1.8. the proximity of tourist and related leisure activities to the Port provides additional opportunities for integrated growth and development, especially when considering the new Cruise Terminal at the Point Precinct, and its proximity to existing tourism nodes such as uShaka Marine World; and
- 1.9. the locational analysis shows that the Port is well positioned to benefit from the business, industrial, tourism, and socio-economic nodes and areas located close to the Port. The Port also has several opportunities for linkages with major business and tourist routes beyond KwaZulu-Natal, especially Gauteng province which is the economic hub of South Africa.
- 1.10. Bayhead Park Precinct Configuration:

- 1.11. The Bayhead Park Precinct is an area that contains a mixture of commercial industrial, logistics, maritime manufacturing and leisure activities.
- 1.12. Within the context of the Port of Durban, the precinct provides essential manufacturing industrial services, in the form of ship repair and building, whilst also hosting a number of logistical businesses and commercial manufacturers.
- 1.13. Ship repairs in the precinct have historically maintained a steady inflow of projects undertaken by the ship repair operators.
- 1.14. Grunter Gulley Zone:
- 1.15. The Grunter Gulley zone of the precinct consists of commercial industrial, maritime manufacturing and leisure activities.
- 1.16. The redevelopment of the premises aims to:
  - 1.16.1. Respond to the market's need for commercial industrial, maritime manufacturing and leisure activities.
  - 1.16.2. Provide back-of-port facilities that directly support commercial industrial, maritime manufacturing and leisure activities.
  - 1.16.3. Service the operational requirements of the industry; and
  - 1.16.4. Ensure spatial alignment with the envisaged port development.

## **2. SCOPE OF REQUIREMENTS**

- 2.1. The below site is the subject of this RFP.

Site <b>description</b>	Extent <b>m<sup>2</sup></b>	<b>Precinct</b>
Lease L40618 of Erf 12355, Durban-Fu with improvements thereon	4053m <sup>2</sup>	Bayhead

- 2.2. Bidder(s) are invited to submit a response to this RFP for:

The design, construction, and long-term lease twenty-five (25) years of the land for the operations to provide value-added services to the commercial industrial/maritime manufacturing/leisure activities.

Exclusions: Handling and storage of hazardous chemicals, staging of trucks, truck refuelling station, storage/handling of containers. No dust minerals stored in the open areas. Subject to compliance with all relevant laws to usage

Should a successful Bidder(s) opt not to completely demolish the existing facilities:

A comprehensive structural assessment must be conducted by a qualified engineer. This assessment should inform development plans, covering structural integrity,

potential modifications, and necessary reinforcements to ensure the safety and functionality of the existing structure(s).

Asbestos roofing must be removed and replaced with alternative materials in accordance with the Occupational Health and Safety Act (No. 85 of 1993) and the Asbestos Regulations (2001). Alternative roofing materials should be selected based on durability, environmental impact, and suitability for the intended use of the facility.

With respect to demolition of the structure(s), the successful Bidder(s) must:

Adhere to South African laws and regulations governing demolition activities;

Obtain necessary permits and approvals from local authorities;

Comply with environmental regulations and ensure safe demolition practices, including the handling of hazardous materials, noise control and dust management; and

Dispose of demolition waste in accordance with National Environmental Management: Waste Act (No. 59 Of 2008).

The leasing approach will be as follows:

The lease will be a triple net lease, with the successful Bidder(s) being responsible for insurance, repairs, and maintenance; and

TNPA will conduct annual inspections but will not be responsible for structural maintenance during the lease tenure.

TNPA will assume a project oversight role for all activities undertaken by the professional team appointed by the Bidder(s) as a result of the RFP.

Depending on the extent of work required, which will be evaluated based on the submission made by the Bidder, beneficial occupation may be considered and negotiated.

Bidders are to note that should beneficial occupation period be required, this must be properly motivated and justified in the Business Plan which must entail a clear project scope, measurable deliverables, logical and hierarchical structure, appropriate level of detail and mutual exclusivity of tasks. This will be subject to approval by TNPA Governance structures, in line with policies and procedures. The Bidder will be liable for all property holding costs during the beneficial occupation period.

During the design and construction phase, the successful Bidder(s) will bear the capital cost of the demolition (if applicable) and development, executed in accordance with the agreed design.

Upon completion of the development, the successful Bidder(s) will lease the land (and remaining structure(s), if applicable) to operate the facility and provide value added services.

The tenure offered will be a maximum of twenty-five (25) years, with the design and construction phase preceding the lease tenure.

After the expiry of the lease tenure, improvement(s) constructed on the land will revert to Transnet as the landowner.

During the construction phase of the development, the successful Bidder(s) shall be liable for the payment of holding costs.

2.3 Rental during the operational phase shall be calculated on the:

2.3.1 Market value of the land and;

2.3.2 A market related annual escalation;

2.4 The conditions of the development of the premises shall be as follows:

2.4.1 Bidder(s) must ensure the development accommodates and complements the environment of the site(s) and aligns to the port's immediate and future needs, planning principles and sustainable development goals.

2.4.2 Bidder(s) will be required to comply with the eThekweni Municipality land use schemes, the approved Port Development Framework Plan (PDFP), and any other applicable regulatory requirements.

2.4.3 Bidder(s) are to acquaint themselves with all requirements for undertaking the development, including all the necessary applications to obtain approval for construction and any other necessary approvals which may apply, including (without limitation):

2.4.3.1 Building plan and site development plan approvals;

2.4.3.2 Civil Aviation Authority approvals (for flight path restrictions which may apply);

2.4.3.3 Site licenses (if required); and

2.4.3.4 Environmental Authorization (if required) which must be transferred into the name of TNPA.

2.4.4 Costs for obtaining approvals must be included in the servicing and site enablement plans. These costs should cover all necessary built environment professional and allied disciplines. The successful Bidder(s) will bear these costs as part of the overall total development expenses.

2.4.5 The successful Bidder(s) shall be responsible for obtaining all necessary permits and licenses for the demolition and/or construction of buildings, as well as any approvals related to connecting bulk infrastructure to the site boundary, if applicable. Lead times for procuring these licenses and approvals must be included in the draft program submitted with the RFP. This ensures the property becomes fully operational by the dates specified in the development program and aligns with the dates in the agreement(s). The time and costs for achieving these milestones must be incorporated into the overall development cost and program submitted as part of the RFP response.

2.4.6 The successful Bidder(s) shall be responsible for the entire procurement process required in the successful implementation and completion of the demolition and/or development, including:

2.4.6.1 Overall responsibility for the design of the buildings and any associated infrastructure;

2.4.6.2 Local authority approvals;

- 2.4.6.3 All construction activities associated with the development, costs and quality management;
- 2.4.6.4 Environmental and safety compliance in terms of the demolition and/or construction regulations;
- 2.4.6.5 Overall project and program management; and
- 2.4.6.6 The necessary insurances and guarantees required to successfully complete the demolition and/or development subject to terms and conditions as stipulated in the Lease Agreement.

**2.5 TNPA reserves the right to evaluate development feasibility and viability.**

**2.6** Bidder(s) are required to include the following, over and above the returnable documents as indicated under **Section 5**, in their response to this RFP:

- 2.6.1 Commercial terms including rental, escalation, estimated operating costs;
- 2.6.2 Detailed site development plan;
- 2.6.3 Project feasibility indicating projected income from operations, full development costs (including land and finance costs) and anticipated returns from the development;
- 2.6.4 Indicative development program and schedule;
- 2.6.5 Feasibility concept design with architectural/artistic impressions;
- 2.6.6 Confirmation of funding sources, if funding is to be obtained from a third party. TNPA does however acknowledge that the confirmation of funding will be subject to the Bidder(s) first securing the development opportunity as well as the viability of the proposed development. In this case a letter of intent shall suffice indicating conditions to be met by the Bidder(s) should they be successful.

**2.7** Below is a table indicating details of the property:

Description	Detail
<b>Bulk Services</b>	<ol style="list-style-type: none"> <li><b>Water</b> – There are two network of water supply, the first one is the bulk water supply that is in the middle of Grunter Gully Rd and the other one is Municipal supply network that supplies the entire Fish Wharf sub-precinct with portable water. The GIS Photo below shows the water network in blue colour.</li> <li><b>Electricity</b> – Grunter Gully area is on eThekweni Municipality Electricity network and is fed from Ambrose Park, 11KV substation situated at Ambrose Park which is adjacent to Grunter Gully.</li> <li><b>Sewer</b> – There are various sewer networks from each leased area, their networks are located along the verge and the other line is along the quayside. Sewer is identified by brown color on the GIS photo below.</li> <li><b>Storm water</b> – The site has plenty of connection points for storm water management system. All roads have a series of storm water drainage systems that ultimately discharge to the sea nearby. The location of these drains is along each road and is in the center of the quay.</li> </ol>
<b>Other Services</b>	<b>Quayside</b> – The quayside structure consists of concrete or natural stone blocks/boulders placed from the water side onto a foundation layer of gravel or crushed stone. The stability of block-type quay walls is maintained through friction between the blocks themselves and between the bottom block and the seabed. The quay deck/surfacing is concrete.



### 3. GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to understand your company's position regarding environmental commitments, including key environmental characteristics such as waste disposal, recycling, and energy conservation.

### 4. GENERAL BIDDER(S) OBLIGATIONS

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

### 5. EVALUATION METHODOLOGY

Transnet will utilise the following methodology as diagram 1 and criteria in selecting a successful Bidder:

**NB:** Evaluation of the various stages will normally take place in a sequential manner and will be undertaken by no less than three personnel. However, in order to expedite the process, Transnet reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of Bidder(s) at any given stage must not be interpreted to mean that Bidder(s) have necessarily passed any previous stage(s).

STAGE 1		STAGE 2	STAGE 3			
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Administrative</b>  Returnable/ documents and schedules	<b>Substantive Responsive</b> (Pre- qualification)	<b>Minimum Thresholds</b>  Functionality/ Technical Evaluation	<b>Weighted scoring out of 100</b>  Price (Rental Offer) – 80/90  Specific Goals -20/10	<b>Post Bid negotiation</b>  with successful Bidder(s)[ 2 <sup>nd</sup> and 3 <sup>rd</sup> ranked Bidder(s) if applicable] in a sequential and not simultaneous manner if rental offer is not market related	<b>Selection of the Bidder</b>  (Objective criterion to justify award to a Bidder(s) other than the highest ranked Bidder(s) must have been stated in the RFP document and can be used at this stage if applicable	<b>Award of</b> business and conclusion of contract

#### 5.1. STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
Whether the Bid has been lodged on time	<i>Section 1</i>
Verify if the bid document has been duly signed by the authorised Bidder(s) representative	<i>All Sections</i>

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

**5.2. STEP TWO: Test for Substantive Responsiveness to RFP**

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

Check for substantive responsiveness	RFP Reference
Price Rental Offer is contained in the bid and duly signed	Section 4

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

**5.3. STEP THREE: Minimum Threshold 66.67 points for Functionality/Technical Criteria**

5.3.1 The bid will be evaluated in three (3) phases for the technical evaluation as follows:

5.3.1.1 The Bidder(s) previous experience, track record and financial status;

5.3.1.2 The Experience of the Bidder's Key Personnel for the execution of the project; and

5.3.1.3 The Bidder's business plan.

Weighted scores per the scoring guide will be allocated and Bidder(s) are required to achieve a minimum of **66.67/100** in order to progress to the next evaluation stage.

5.3.2 The minimum threshold requirement is based on the weighted score allocation. E.g. The minimum requirement under 5.3.1.1 is 6, however the criteria is weighted out of 15 meaning that the minimum weighted score requirement is 9.

No.	Weight	Criteria	Requirements	Type of Proof / Evaluation Document/s	Scoring Guide	Points	Min Requirement
5.3.1.1	10	Bidder's Previous Experience, Track Record and Financial Status	The Bidder(s) has been operating in the commercial industrial, maritime manufacturing and leisure activities, for at least 10 years providing value-added services in support of the industry. The Bidder(s) is to provide a company profile indicating the full extent of services provided by it to the commercial industrial, maritime manufacturing and leisure activities.	Company Profile with Experience	>10 years' experience with supporting evidence	10	6
					5<10 years experience with supporting evidence	8	
					<5 years' experience with supporting evidence	6	
					No submission / company profile without supporting evidence	0	
5.3.1.2	10		Bidder's bank rating issued by a financial institution confirming the rating of the entity as a going concern, which is not older than 3 months	Bank Rating not older than 3 months	Bank Rating A not older than 3 months	10	6
					Bank Rating B not older than 3 months	8	
					Bank Rating C not older than 3 months	6	
					No Submission / D rating and below / report older than 3 months	0	
5.3.1.3	5		The Bidder(s) provides at least 4 reference letters from clients as testimonials on services provided. Services referenced shall be value-added services in support of the commercial industrial or maritime manufacturing and leisure activities, for services as required by this RFP. Reference letters shall include the contact information of the client and shall not be older than 3 years.  <b>Format to Include: Customer/ Company Name, Customer/ Company Address, Customer/Company contact details and email address, Project Scope/Services provided and Project Duration</b>	Reference Letters not older than 3 years	>4 reference letters not older than 5 years	10	6
					4 reference letters not older than 5 years	8	
					3 reference letters not older than 5 years	6	
					No submission or reference letter is older than 5 years	0	
5.3.1.4	10		The Bidder(s) shall have financial backing from reputable financiers or self-funding and provide proof of such.	Letter of Financial Support	Approval of Financing	10	6
					Pre-approval of Financing	8	
					Letter of intent of Financing	6	
					No letter submitted	0	
5.3.1.5	15		The Bidder's financial ratios shall be within the required risk appetite for TNPA. Bidder(s) must submit <b>audited</b> Annual Financial Statements of the last three financial years.	Audited Financial Statements	Solvency Ratio =>0.4	2	8
					Liquidity Ratio =>1.2	2	
					EBITDA = Positive	2	
					Working Capital =>1.2	2	

Respondent's Signature

Date & Company Stamp

No.	Weight	Criteria	Requirements	Type of Proof / Evaluation Document/s	Scoring Guide	Points	Min Requirement
5.3.1.6	5	Align to Port Development Framework Plan (PDFP) and Port Priority	<b>Nature of Operations</b> as a minimum must detail the following details: 1. Use of the premises, 2. Prove the use is Port related, and 3. Use will support the Port business	Business Plan	Proposed operations address all 3 elements and additional benefits to the Ports	3	2
					Proposed operations address all 3 elements	2	
					Proposed operations address less than 3 elements	1	
					No submission / Proposed operations do not align to PDFP	0	
5.3.1.7	5	Market Analysis	<b>Market Analysis</b> must demonstrate the following: 1. Identification of status quo market and services. Bidder(s) to demonstrate a clear undertaking of business operating environment. 2. Identification of the potential market or segment analysis 3. Gap analysis identification of discrepancy between actual and potential market. 4. Bidder(s) to provide a SWOT analysis. 5. Bidder(s) to identity and illustrate economic spin-offs per market segment.	Business Plan	Market analysis is a Port related commercial activity that addresses more than 5 elements.	3	2
					Market analysis is a Port related commercial activity that addresses all 5 elements	2	
					Market analysis is a Port related commercial activity that addresses less than 5 elements	1	
					No submission / market analysis is not a Port related commercial activity	0	
5.3.1.8	5	Value Add to Port Operations	<b>Value to Port</b> of operations in the following ways: 1. Vision and Mission statement to clearly articulate major goals and ambitions. 2. Applicant to demonstrate relevant and achievable strategic objectives. 3. Applicant to indicate how they will bring innovation to the fore. 4. Proposed value to Port (short and medium term).	Business Plan	Prospective Bidder's operations will add Value to Port operations by addressing more than 4 elements	3	2
					Prospective Bidder's operations will add Value to Port operations by addressing all 4 elements	2	
					Prospective Bidder's operations will add Value to Port operations by addressing less than 4 elements	1	
					No submission / Prospective Bidder's operations will NOT add Value to Port operations	0	
5.3.1.9	15	Capital Investment	<b>Capital Upgrade Plan</b>	Business Plan	Concise WBS and Project Schedule	3	
					Good WBS and Project Schedule	2	

No.	Weight	Criteria	Requirements	Type of Proof / Evaluation Document/s	Scoring Guide	Points	Min Requirement
		Plan and Cost	Bidder(s)to submit a detailed Work Breakdown Structure and Project schedule (clear project scope, measurable deliverables, logical and hierarchical structure, appropriate level of detail and mutual exclusivity of tasks)		Average WBS and Project Schedule	1	2
					No submission / Inadequate information provided on WBS and Project Schedule	0	
5.3.1.10	10	Maintenance Plan and Cost	<b>Maintenance Plan</b> Bidder(s)to detailed maintenance plan aligned to the property and proposed use of the property (must show identification and prioritisation, scoping and objectives, allocation of resources, timeframes and cost of the works)	Business Plan	Concise Maintenance Plan	3	2
					Good Maintenance Plan	2	
					Average Maintenance Plan	1	
					No submission / Inadequate information provided on the maintenance plan	0	
5.3.1.11	10	Transaction Financial Viability	Bidder(s)must submit cashflow projections over the proposed lease period, with assumptions where applicable, demonstrating the ability for the entity to remain a going concern. <b>The cashflows must be signed off by a Finance Professional</b>	Business Plan	Detailed cash flow	3	2
					High level/summarised cashflow	2	
					No submission / Bidder’s Revenue and Cash flow is NOT viable over the lease term	0	
	100	TOTAL EVALUATION CRITERIA				66	44

Respondent's Signature

Date & Company Stamp

### **Technical Proposal Guidelines**

TNPA wishes to obtain a holistic view of the RFP response in undertaking the development and entering into the lease. Bidder(s) are required to prepare and submit a business plan/technical proposal, which will be implemented by the Bidder(s) should it be appointed as the successful Bidder(s) to undertake the development and enter into the lease with TNPA. It is imperative that the business plan reflects credible, realistic, and achievable targets as the Bidder(s) will be bound thereby with these proposals being incorporated as binding obligations in the lease agreement.

**Value proposition:** In this section, Bidder(s) are required to outline what value their appointment would add to the Port and its service offering to the commercial industrial, maritime manufacturing and leisure activities, supported by the vision, mission, and strategic objectives of the Bidder. It should not exceed **500 words** and should be cross-referenced to relevant points set out in the body of the Business Plan.

**Market analysis:** In this section, Bidder(s) are required to set out a comprehensive market analysis on commercial industrial, maritime manufacturing and leisure activities in and around the eThekweni Municipality and the hinterland of the Port. It should cover a status quo analysis of the existing market with reference to the growth and direction of the commercial industrial, maritime manufacturing and leisure activities, a SWOT analysis, competitor and trend analysis, identifying target markets and potential growth in volumes that could be handled in terms of the project together with sustainability and growth assumptions. In addition, it should cover current trends in the commercial industrial, maritime manufacturing and leisure activities, as it relates to value-added facilities, major players in the industry, challenges the industry faces and is likely to face, national and global events that influence the industry, industry growth forecasts, and the impact current South African legislation has on the commercial industrial, maritime manufacturing and leisure activities.

**Financial Viability:** The financial plan must cover all operational and non-operational expenditures, all capital outlays, integrate capital expenditures with the term and funding from capital providers in terms of equity, loans and others. Demonstrate the funder's support in terms of sufficient capital to cover unexpected and recurrent expenditures, it derives value in procuring all equipment required for the operation and is aligned to their financial model. The financial plan should, where possible, be supported by equity support letters where applicable. The financial model should cover the business, financial and industry risk, moderate scenarios with clear income and expenditure projections and demonstrate the Bidder's ability to meet its obligations to shareholders, TNPA and lenders with key assumptions cross-referenced to the rest of the business plan and from which the key financial ratios could be easily ascertained.

### **Capital and Maintenance Cost Methodology:**

- **Concise** - The schedule is linked to the methodology at every activity level; the applicable activities are detailed to level 3; the representation is calendar and Gantt; the activities are numbered; the sequence of execution is clear from the Gantt chart; activities sequencing is in parallel as far as is practical; the activities are grouped according to best practice.
- **Good** - The schedule is linked to the methodology at every activity level; the applicable activities are detailed to level 3; the representation is calendar and Gantt; the activities are numbered; the sequence of execution is clear from the Gantt chart.
- **Average** - The schedule is linked to the methodology; the high-level activities are represented as a calendar or Gantt chart; the activities are numbered; the sequence of execution is clear from the representation.

**Project Plan:** The project plan shall clearly show all elements of managing the demolition and/or development phase of the facility including clear work breakdown schedules, resource management, communication plan, cost and identification of all stakeholders that will be required to ensure completion of project on budget, time and acceptable industry quality standards.

***The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Bidder's Proposal to progress to Step Four for final evaluation.***

5.4. **STEP FOUR: Evaluation and Final Weighted Scoring**

5.4.1 **Rental Offer Price Criteria** [Weighted score 80/90 points]:

Evaluation Criteria	RFP Reference
Commercial offer (Rental)	<i>Section 4</i>

Transnet will utilise the following either of the following formulae in its evaluation of Price which will be **determined by the highest priced bid received** inclusive of all applicable taxes:

$$PS = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where:

$Ps$  = Points scored for the price of Bid under consideration  
 $Pt$  = Price of Bid under consideration  
 $P_{max}$  = Price of highest acceptable Bid

**OR**

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

Where:

$Ps$  = Points scored for the price of Bid under consideration  
 $Pt$  = Price of Bid under consideration  
 $P_{max}$  = Price of highest acceptable Bid

5.4.2 **Specific Goals** [Weighted score 20/10 points]

5.4.2.1. Specific goals preference points claim form.

5.4.2.2. Preference points will be awarded to a Bidder(s) for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form (SBD 6.2).

#### 5.4.2 Specific Goals [Weighted score 20/10 points]

- 5.4.2.1 Bidder(s) must complete and return the Specific goals preference points claim form- SBD6.1.  
5.4.2.2 Preference points will be awarded to a Bidder(s) for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form (SBD 6.2).

	Points	Points
SPECIFIC GOALS	20	10
BBBEE Level 1 and 2 Contributor	10	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0
Entities +50% black youth owned	5	2
Entities +30% black female owned	3	2
Entities +50% people living with disabilities	2	1

#### SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	66.67

Evaluation Criteria	Final Weighted Scores
Rental Offer	80/90
Specific goals	20/10
<b>TOTAL SCORE:</b>	<b>100</b>

#### 5.5. STEP FIVE: Objective Criteria

Transnet reserves the right to award the business to the highest scoring Bidder(s) unless objective criteria justify the award to another Bidder(s) as per the requirements of the PPPFA. The objective criteria Transnet may apply in this bid process include:

- 5.5.1 Rotation of Bidder(s) to promote opportunities for other Bidder(s) including new entrants, by overlooking a Bidder(s) that already hold leases within the type of service that is envisaged by this RFP for similar operations within the Port save for where additional premises are required for expansion purposes or where current operations will be impacted by Port redevelopment.
- 5.5.2 Utilising the NDP to evaluate the commitment made by the Bidder(s) in terms of achieving transformation objectives.
- 5.5.3 Transnet may apply the objective criteria in this bid process as follows:
- 5.5.3.1 Bidder(s) is not in good standing with TNPA due to a poor track record of past performance with Transnet SOC Ltd.
- 5.5.3.2 There is clear, uncontrived and/or overwhelming evidence and/or facts that the Bidder(s) has or continued to be in breach of any of the provisions contained in the Integrity Pact (Annexure 6);



- 5.5.3.3 The Probity check undertaken by TNPA establishes the existence of any unmitigated risks which would have a negative impact on the agreement.
- 5.5.3.4 Unless the appointment of the Bidder(s) would result in a negative impact on Transnet's Return on Investment aligned to the guidelines provided in the RFP;
- 5.5.3.5 The tenderer or its members, directors, partners:
  - a) Is under restrictions as contemplated in the Integrity Pact (Annexure 6),
  - b) Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- 5.5.3.6. has no legal capacity to enter into the agreement.
- 5.5.3.7. is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- 5.5.3.8. does not comply with the legal requirements, if any, stated in the tender data; and
- 5.5.3.9. is not able to perform the agreement free of conflicts of interest.
- 5.5.4. In relation to the proposed agreement, a due diligence exercise to validate the Bidder's proposal that demonstrate that it does not possess the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the agreement.

**5.6. STEP SIX: Post Tender Negotiations (if applicable)**

Bidder(s) are to note that Transnet may not enter into a lease if the rental offered is below a market – related rental. In this regard, Transnet reserves the right to engage in Post Tender Negotiations (PTN) with a view of achieving a market-related return or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

- 5.6.1. first negotiate with the highest ranked Bidder(s) or cancel the bid, should such negotiations fail, negotiate with the 2nd and 3rd ranked Bidder(s) (if required) in a sequential manner.
- 5.6.2. In the event of any Bidder(s) being notified of such short-listed/successful Bidder(s) status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

**5.7. STEP SEVEN: Award of business and conclusion of agreements**

- 5.7.1. Immediately after approval to enter into a lease agreement has been received;
- 5.7.2. Unsuccessful Bidder(s) will be informed of the outcome of the evaluation process;
- 5.7.3. The successful Bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award.
- 5.7.4. Thereafter the final Lease and Development Agreement will be concluded with the successful Bidder(s).

## SECTION 4: PRICING (RENTAL OFFER)

*Bidder(s) are required to complete tables below:*

RENTAL OFFER SUMMARY					
	Extent (m <sup>2</sup> )	Rate Per Square Meter	Monthly Rental Offer Excl. VAT	Vat @15%	Monthly Rental Offer Incl. VAT
Land Portion					
<b>Total Monthly Rental Offer</b>					
<b>Escalation Rate Offer</b>					

Rental Year	Monthly Rental (Excl. VAT)	Period (No. of months)	Annual Rental (Excl. VAT)	Annual Rental (Incl. VAT)
Year 1		12		
Year 2		12		
Year 3		12		
Year 4		12		
Year 5		12		
Year 6		12		
Year 7		12		
Year 8		12		
Year 9		12		
Year 10		12		
<b>Total</b>				

### Notes to Pricing (Rental Offer):

- Bidder(s) are only required to indicate their proposed rentals for the first ten (10) years of the Lease Agreement as the rentals applicable for the balance of the Lease tenure will be determined through the rent review process
- Bidder(s) must ensure that the annual escalation proposed is included in the overall rental offer submitted.
- TNPA will verify the correctness of the calculations provided in the above rental offer.
- TNPA reserves the right to consider the verified rental offer calculations in awarding the lease to the Bidder.
- TNPA will further consider the thresholds achieved in terms of the yield, net present value, profitability index and internal rate of return in alignment with the minimum thresholds as indicated in the bid.
- Bidder(s) are to note that if the rental offer by the highest scoring Bidder(s) is not market-related, Transnet may not award the lease to that Bidder. Transnet may-
  - negotiate a market-related rental with the Bidder(s) scoring the highest points or cancel the RFP;
  - if that Bidder(s) does not agree to a market-related rental, TNPA/TSOC may negotiate a market-related rental with the Bidder(s) scoring the second highest points or cancel the RFP;

- (iii) if the Bidder(s) scoring the second highest points does not agree to a market-related rental, TNPA may negotiate a market-related rental with the Bidder(s) scoring the third highest points or cancel the RFP.
  - (iv) If a market-related rental is not agreed upon with the Bidder(s) scoring the third highest points, Transnet must cancel the RFP.
- g) Rental must be quoted in South African Rand inclusive of VAT.
- h) **To facilitate like-for-like comparison Bidder(s) must submit rental offers strictly in accordance with this schedule and not utilise a different format. Deviation from this schedule could result in a bid being declared non-responsive.**

## 1. DISCLOSURE OF AGREEMENT INFORMATION

### RENTAL OFFER TENDERED

Bidder(s) are to note that, on award of business, Transnet is required to publish the tendered rental offer of the successful and unsuccessful Bidder(s) *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note (Note 01 of 2015/2016).

### JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

Transnet may also be required to disclose information relating to the subsequent agreement i.e., the name of the company and lease tenure entered into 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 the applicable legislation. Transnet shall not conduct or conclude business transactions, with any Bidder(s) 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>, Bidder(s) 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 of 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 be unreasonably withheld.						
<b>Is the Bidder(s)</b> (Complete with a "Yes" or "No")						
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>		
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
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						

Bidder(s) 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 agreements entered into with DPIP or FPPO. This list will include successful Bidder(s), if applicable.

## **SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS**

I/We \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

carrying on business trading/operating as

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

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

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

I/We hereby offer to enter into a lease at the value quoted in the rental offer schedule in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

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

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

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

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

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal agreement if called upon to do so within 5 [five] business days thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, I/we agree to a penalty clause/s which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of agreement and provide Transnet with cause for cancellation.

#### **ADDRESS FOR NOTICES**

The law of the Republic of South Africa shall govern any agreement created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Bidder(s) hereunder, at which all legal documents may be served on the Bidder(s) who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Bidder(s) shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any agreement which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such agreement.

Bidder(s) to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

#### **NOTIFICATION OF AWARD OF A LEASE OPPORTUNITY**

As soon as possible after approval to enter into a lease, the successful Bidder(s) will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender, including successful and unsuccessful Bidder(s), in the National Treasury e-tender portal. Any unsuccessful Bidder(s) has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the Bidder.

#### **VALIDITY PERIOD**

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

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

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

- (i) Registration number of company / C.C. \_\_\_\_\_
- (ii) Registered name of company / C.C. \_\_\_\_\_
- |  |                   |              |
|--|-------------------|--------------|
| (iii) Full name(s) of director/member(s) | Address/Addresses | ID Number(s) |
|--|-------------------|--------------|

## RETURNABLE DOCUMENTS

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

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

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

### a) Mandatory Returnable Documents

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

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
Rental Offer Price	

### b) Returnable Documents Used for Scoring

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

<b><u>RETURNABLE DOCUMENTS USED FOR SCORING</u></b>	<b>SUBMITTED [Yes or No]</b>
Bidder's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP	
Valid proof of Bidder's compliance to B-BBEE requirements stipulated in Section 9 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	
Capital Expenditure Plan	
Maintenance Expenditure Plan	
Company Profile of the Bidder(s) and any supporting documents	
Audited Financial Statements (3 years)	
Business Plan	
Reference Letters	
Bank rating letter	
Letter of Financial Support from reputable financial institution	

**c) Essential Returnable Documents:**

Over and the above the requirements of section (a) and (b) mentioned above, Bidder(s) are further required to submit with their Proposals, the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<b>ESSENTIAL RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
SECTION 1: SBD 1 Form	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 9: SBD 6.1: Specific Goals Points Claim Form	
SECTION 10: Job Creation and Skills Development	
SECTION 11: Protection of Personal Information	
SECTION 12: Certificate of Attendance of Compulsory/Non-Compulsory RFP Briefing	
Company Resolution	
Tax Pin or Tax Clearance Certificate	
Environmental Management Plan	
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Letter of Good Standing	
Traffic Management Plan	
Public Liability Insurance	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
 Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_  
 Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_



## SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, LEASE AGREEMENT AND APPLICABLE DOCUMENTS

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

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

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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

## SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

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

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

***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(s) 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 Bidder(s), 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.

Full Name	Identity Number	Name of State institution

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

- 13.2.1. If so, furnish particulars:

.....  
.....

- 13.3 Does the Bidder(s) or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have

**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.

any interest in any other related enterprise whether or not they are bidding for this agreement?

13.3.1. If so, furnish particulars:

.....

.....

#### 14 DECLARATION

I/We, 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/We have read and I understand the contents of this disclosure;
- 14.2 I/We 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(s) 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<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 agreement.
- 14.6 There have been no consultations, communications, agreements, or arrangements made by the Bidder(s) 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(s) was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and agreements, 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 (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 (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

<sup>2</sup> Joint venture 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 an agreement.

but not limited to a breach of the Competition Act, (Act No.89 of 1998), by a court of law, tribunal or other administrative body. The type of breach that the Bidder(s) 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(s) from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

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

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



## SECTION 9: SPECIFIC GOALS POINTS CLAIM FORM – SBD 6.1

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

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

### 1. GENERAL CONDITIONS

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

- the 80/20 for tenders to generate income with Rand value equal to or below of R50 million (all applicable taxes included); OR
- the 90/10 for tenders to generate income with Rand value equal to or above R50 million (all applicable taxes included);

1.2 TNPA will determine the applicable points system based on the highest rental offer received..

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in Transnet preferential procurement policy.

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

	Points	Points
<b>PRICE</b>	<b>80</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>20</b>	<b>10</b>
BBBEE Level 1 and 2 Contributor	10	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0
Entities +50% black youth owned	5	2
Entities +30% black female owned	3	2
Entities +50% people living with disabilities	2	1
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>	<b>100</b>

1.5 Failure on the part of a Bidder(s) to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points are not claimed.

1.6 TNPA reserves the right to require of a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by TNPA.

## 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means Broad-Based Black Economic Empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the lease of premises, through rental offer, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a Bidder(s) to respond to the RFP in accordance with specification as set out in the bid documents
- (h) **"Price/Rental Offer "** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a agreement in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement agreements in line with section 2(1) of the PPPFA.
- (m) **"tender for income-generating contracts"** means a written offer in the form determined by TNPA in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between TNPA and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (n) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).



### 3. POINTS AWARDED FOR PRICE/RENTAL OFFER

#### 3.1 THE PREFERENCE POINT SYSTEMS

The maximum points are allocated for rental offer price on the following basis:

$$PS = 80 (1+(Pt-P_{max})/P_{max})$$

Where:

Ps = Points scored for the price of Bid under consideration  
Pt = Price of Bid under consideration  
Pmax = Price of highest acceptable Bid

**OR**

$$PS = 90 (1+(Pt-P_{max})/P_{max})$$

Where:

Ps = Points scored for the price of Bid under consideration  
Pt = Price of Bid under consideration  
Pmax = Price of highest acceptable Bid  
In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a Bidder(s) who provides the relevant required evidence for claiming points.

### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Level 1 and 2	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+30% Black Women Owned Entities	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
+50% Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTIC's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]

<b>EME<sup>3</sup></b>	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
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- 4.3 A trust or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a Bidder(s) intends sub-contracting more than 25% of the value of the agreement to any other enterprise that does not qualify for at least the points that such a Bidder(s) qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded an agreement may not sub-contract more than 25% of the value of the agreement to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the agreement is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidder(s) are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by Transnet or regulatory bodies such as National Treasury or the DTIC. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## **5. BID DECLARATION**

- 5.1 Bidder(s) who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

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

- 6.1 B-BBEE Status Level of Contribution: . = ..... (maximum of 10 points)

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

WITNESSES	
1.	.....
2.	.....

.....	
SIGNATURE(S) OF BIDDER(S)	
DATE:	.....
ADDRESS:	.....

SECTION 10: JOB CREATION AND SKILLS DEVELOPMENT

Applicants are required to complete the below Tables which summarises the Bidder’s proposed job creation and skills development commitment over the proposed **LEASE TERM** aligned to government’s National Development Plan (NDP).

The Bidder(s) hereby certifies that the information completed in this Section 10 commitment is true, aligned to the size of the Bidder’s business operations, realistic and implementable over the lease term.

NEW SKILLS DEVELOPMENT					
Description	Indicator		Number	Estimated Rand Value	
New skills development initiatives indicating the Bidder’s commitment to skills education and how this would match with targeted groups.  Consideration needs to be directed towards the adequate quality and value of proposed skills development.  <b>Bidder(s) are to indicate the nature of the training to be provided.</b>	Number and Rand value of <b>artisans</b> and or technicians to be trained over the term of the Lease				
	Number and Rand value of <b>apprentices</b> to be trained over the term of the Lease				
	Number and Rand value of <b>Black People and or Youth</b> to be trained over the term of the Lease.				
	Is the level of training offered above in compliance with the National Qualification Framework (NQF) Guidelines (indicate YES or NO below)				
	<table><tr><td>YES</td><td>NO</td></tr></table>		YES	NO	
YES	NO				
Number and Rand value of <b>higher education bursaries and or scholarships</b> to be offered by the Applicant, if applicable (specify)					

<b>JOB CREATION AND PRESERVATION</b>			
<b>Description</b>	<b>Indicator</b>	<b>Number</b>	<b>Estimated Rand Value</b>
<p>The potential for job creation and/or preservation as result of the award of the lease to the Bidder, allowing for the assessment of the Bidder's intention to increase labour absorption focusing on skilled and unskilled workers and the Youth.</p> <p>*Skilled jobs refer to jobs for people in a specialised field of work requiring a defines training path and or a requisite level of experience in order for them to perform their role. These people could be in possession of a certificate, diploma or degree from an institute of higher education.</p> <p>**Unskilled jobs refer to jobs for people where the field of work does not require extensive formal training or from whom no minimum level of education is required</p> <p>***Youth refer to individuals between the ages of 18 and 35.</p>	Number of new <b>*skilled</b> jobs to be created due to award of the lease to the Applicant		
	Number of new <b>**unskilled</b> jobs to be created due to award of the lease to the Applicant		
	Number of <b>jobs that would be preserved</b> due to the award of the contract (includes both skilled and unskilled)		
	Number of jobs to be created for <b>Black ***Youth, Black Women and Black People Living with Disabilities</b> due to the award of the lease to the Applicant		

SMALL BUSINESS PROMOTION			
Description	Indicator	Percentage	Estimated Rand Value
These supplier development measurements give an indication of the Bidder's commitment to developing small businesses in line with BBBEE requirements	Percentage of the Bidder's projected procurement spend from small businesses i.e., Emerging Micro Enterprises (EME), Qualifying Small Enterprises (QSE) and Start Ups		
	Percentage of estimated contract value that would be subcontracted to EME's, QSE's and Start Ups		
RURAL DEVELOPMENT AND RURAL INTERGRATION			
Description	Indicator	Number	Estimated Rand Value
These tenant development value measures give an indication of the Bidder's commitment towards rural development and regional integration.	Number of local jobs to be created due to the award of the lease		
	Number of local jobs which would be preserved due to the award of the lease		

WITNESSES

.....

.....

.....

SIGNATURE(S) OF BIDDER(S)

DATE: .....

ADDRESS.....

## **SECTION 11: PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in **Section 1** of the Protection of Personal Information Act (ActNo.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 Bidder(s) in terms of the requirements contemplated in **Section 4(1)** of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "Transnet" and the Data subject is the "Bidder". Transnet will process personal information only with the knowledge and authorisation of the Bidder(s) and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Bidder(s) 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 Bidder. Transnet agrees that it shall only process the information disclosed by Bidder(s) in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Bidder(s) is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, agreement award, agreement 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 Bidder(s) or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Bidder. Similarly, Transnet requires the Bidder(s) to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Bidder(s) 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 Bidder(s) 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 Bidder(s) may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Bidder(s) and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Bidder(s) 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 Bidder(s) in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

11. In submitting any information or documentation requested in this RFP, the Bidder(s) is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

**Bidder(s) are required to provide consent below:**

<b>YES</b>		<b>NO</b>	
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12. Further, the Bidder(s) 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 Bidder(s) submitted.
13. The Bidder(s) declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

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

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