

**TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP] [GOODS]**

**FOR THE NATIONAL SUPPLY AND DELIVERY OF BALLAST STONES AND AGGREGATE MATERIAL ON "AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 12 MONTHS.**

<b>RFP NUMBER</b>	<b>HOAC_HO_43230</b>
<b>ISSUE DATE:</b>	<b>14 December 2023</b>
<b>CLOSING DATE:</b>	<b>31 January 2024</b>
<b>CLOSING TIME:</b>	<b>10:00 am</b>
<b>BID VALIDITY PERIOD:</b>	<b>180 Business Days from Closing Date</b>

**Note to the bidders:**

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

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**RFP FOR THE NATIONAL SUPPLY AND DELIVERY OF BALLAST STONES AND AGGREGATE MATERIAL FOR A PERIOD OF 12 MONTHS ON "AS AND WHEN" WHEN REQUIRED BASIS FOR A PERIOD OF 12 MONTHS**

**SECTION 1: SBD1 FORM**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	<b>HOAC_HO 43230</b>	ISSUE DATE:	<b>14 December 2023</b>	CLOSING DATE:	<b>31 January 2024</b>	CLOSING TIME:	<b>10am</b>
DESCRIPTION	<b>RFP FOR THE NATIONAL SUPPLY AND DELIVERY OF BALLAST STONES AND AGGREGATE MATERIAL FOR A PERIOD OF 12 MONTHS ON "AS AND WHEN" WHEN REQUIRED BASIS FOR A PERIOD OF 12 MONTHS</b>						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<b>RESPONDENTS 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</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Nyiko Mabasa			CONTACT PERSON	Makhosini Zwane		
TELEPHONE NUMBER	011 308 4059			TELEPHONE NUMBER	011 544 9249		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	<a href="mailto:Nyiko.Mabasa2@transnet.net">Nyiko.Mabasa2@transnet.net</a>			E-MAIL ADDRESS	<a href="mailto:Makhosini.Zwane@transnet.net">Makhosini.Zwane@transnet.net</a>		
<b>SUPPLIER 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							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		

Respondent's Signature

Date & Company Stamp

<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>			
<b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b>			

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. TAX COMPLIANCE REQUIREMENTS</b>
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:

.....

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

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

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

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

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

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

## SECTION 2 : NOTICE TO BIDDERS

### 1 INVITATION TO BID

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

<b>DESCRIPTION</b>	<b>RFP FOR THE NATIONAL SUPPLY AND DELIVERY OF BALLAST STONES AND AGGREGATE MATERIAL FOR A PERIOD OF 12 MONTHS ON "AS AND WHEN" WHEN REQUIRED BASIS FOR A PERIOD OF 12 MONTHS [the Goods]</b>
<b>TENDER ADVERT</b>	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>Click on "Tender Opportunities";</li> <li>Select "Advertised Tenders";</li> <li>In the "Department" box, select Transnet SOC Ltd.</li> </ul> <p>Once the tender has been in the list, click on the 'Tender documents' tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome</b> to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>)</p>
<b>COMMUNICATION</b>	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
<b>BRIEFING SESSION</b>	<p>Yes / Non-compulsory</p> <p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: <a href="mailto:Nyiko.Mabasa2@transnet.net">Nyiko.Mabasa2@transnet.net</a></p>

	This is to ensure that Transnet may make the necessary arrangements for the briefing session. Refer to paragraph 2 for details.
<b>CLOSING DATE</b>	<b>10:00 am on Wednesday 31 January 2024</b> Bidders must ensure that bids are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration. <i><b>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</b></i>
<b>VALIDITY PERIOD</b>	<b>180 Business Days from Closing Date</b> Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.  Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.  With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12

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

## 2 FORMAL BRIEFING

A non-compulsory pre-proposal RFP briefing will be conducted via TEAMS MEETING on the **22 January 2024**, at **[10:am]** for a period of  $\pm$  2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

Respondents are required to confirm their participation by sending an email with their contact details to the following email address: [Nyiko.Mabasa2@transnet.net](mailto:Nyiko.Mabasa2@transnet.net) on or before **17 January 2023** @10am to be connected.

*An email from the administrator will follow the meeting, confirming attendance. This mail is to be included as part of the bid submission as proof that the bidder attended meeting.*



- 2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.
- 2.2 Respondents are encouraged to bring a copy of the RFP to RFP briefing.

### 2.3 PROPOSAL SUBMISSION

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

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

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

## 3 RFP INSTRUCTIONS

- 3.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 3.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 3.3 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.
- 3.4 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 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

#### **4 JOINT VENTURES OR CONSORTIUMS**

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Table 3.2 of the specific goals Claim Form.

#### **5 COMMUNICATION**

- 5.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [**Nyiko Mabasa**] before **12:00 pm on 26 January 2024**, 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.
- 5.2 After the closing date of the RFP, a Respondent may only communicate with the DBAC Secretariat [**Prudence Nkabinde**], at telephone number **011 584 0821**, email [Prudence.Nkabinde@transnet.net](mailto:Prudence.Nkabinde@transnet.net) on any matter relating to its RFP Proposal.
- 5.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 5.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 5.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 5.6 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish individual

reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

## **6 CONFIDENTIALITY**

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

## **7 COMPLIANCE**

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

## **8 EMPLOYMENT EQUITY ACT**

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

## **9 DISCLAIMERS**

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

- 9.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;  
reject any Proposal which does not conform to instructions and specifications which are detailed herein.
- 9.2 disqualify Proposals submitted after the stated submission deadline [closing date];
- 9.3 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 9.4 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 9.5 split the award of the contract between more than one Supplier/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations.
- 9.6 cancel the bid process;
- 9.7 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;

- 9.8 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 9.9 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 9.10 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 9.11 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

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

## **10 LEGAL REVIEW**

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

## **11 SECURITY CLEARANCE**

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

## **12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Respondents must register on the CSD

prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

### **13 TAX COMPLIANCE**

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


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

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

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


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

**TIP-OFFS ANONYMOUS:**




Ethics Helpdesk (Pty) Ltd.  
Ethics Management System™


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




**AI Voice Bot "Jack"**  
Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.




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




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




**Telegram**  
Speak to an Agent via Telegram







**0800 003 056**



**086 551 4153**



**reportit@ethicshelpdesk.com**



**\*120\*0785980808#**

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

#### 1 BACKGROUND

Transnet Freight Rail (TFR) has a rail network of 30 400 track kilometers ('km') comprising 20 953 km route of which 12 801 km comprise the core network. Without a concomitant maintenance intervention to the Rail Network Infrastructure, the network will deteriorate. The deteriorating condition of rail infrastructure presents significant challenges in promoting the most economically effective movement of freight (Railway). TFR Rail Network department maintains this rail network infrastructure through its twenty-two (22) rail network depots for the safe and reliable passage of trains. This maintenance work is essential to keep the rail infrastructure in a safe and service worthy condition.

For Transnet to play its role in moving the commodities from the Road to Rail transportation, it must ensure that the Railway Infrastructure is well-maintained (A-Standard), highly reliable and running at its optimum levels. The Railway infrastructure comprises of:

- Permanent Way (abbreviated to Perway);
- Electrical (Overhead Traction Equipment [OHTE] & Substations);
- Train Authorization Systems (Signaling); and
- Telecommunications.

The figure below illustrates the various subsets of the railway infrastructure:

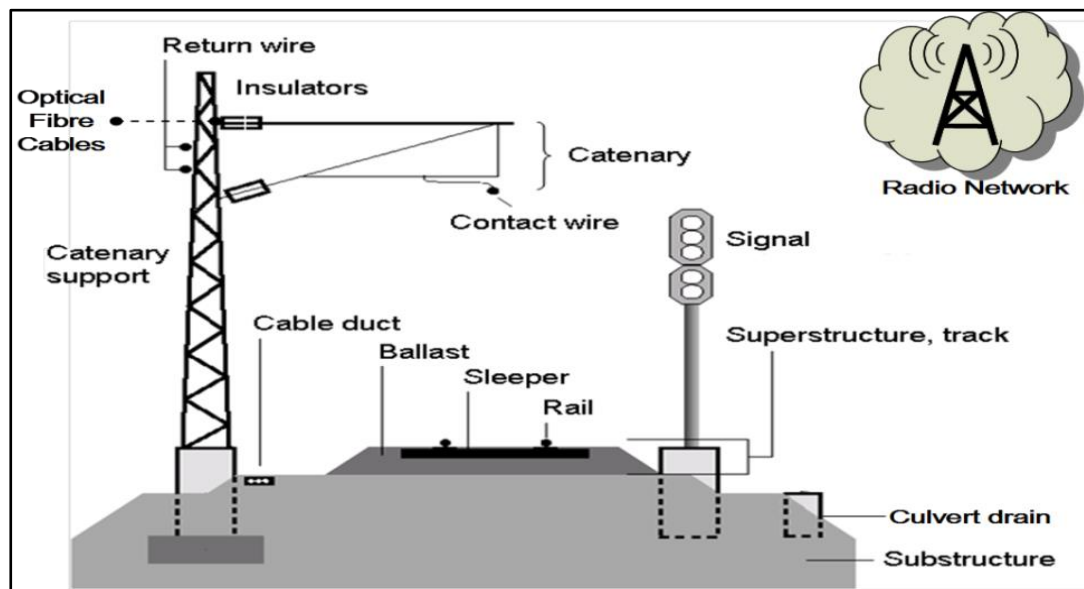


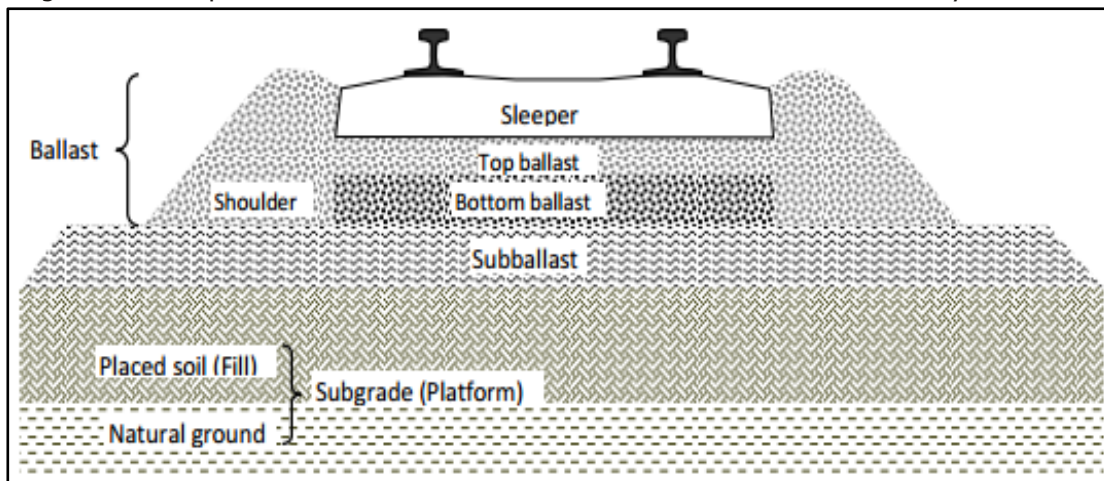
Figure 1: Railway Infrastructure

The Perway Infrastructure comprises the embankments, cuttings, tunnels & bridges, sleepers, ballast and rails (track). Ballast and Aggregate material (also known as formation material) form the track-bed upon which railway sleepers are laid. They are packed between, below, and around the Sleepers to:

- Avert vegetation that might interfere with the track structure
- To provide vertical and lateral stability to the track

- To reduce pressures from sleeper bearing area to acceptable stress levels for the underlying material.
- Provide immediate drainage of water falling onto the track.
- Resist vertical, lateral and longitudinal forces applied to the sleepers to retain track in its required position
- Provide resiliency and energy absorption for the track.

The figure below depicts the location of ballast and Formation material on a Railway Track:



*Figure 2: Schematic representation of Ballast and Aggregate material on Railway Track*

## 2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its **Supply and delivery of Ballast and Aggregate material for period of 12 months on "As and when" required basis** nationally, it also seeks to improve its current processes for providing these Goods/Services to its end user community throughout its locations.

The selected Supplier/Service provider(s) must share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier/Service provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 2.1** Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier/Service provider's economies of scale and streamlined service processes.
- 2.2** Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier/Service provider(s).
- 2.3** Transnet must receive proactive improvements from the Supplier/Service provider with respect to supply/provision of Goods/Services and related processes.

- 2.4** Transnet's overall competitive advantage must be strengthened by the chosen Supplier/Service provider's leading edge technology and service delivery systems.
- 2.5** Transnet end users must be able to rely on the chosen Supplier/Service provider's personnel for service enquiries, recommendations and substitutions.
- 2.6** Transnet must reduce costs by streamlining its acquisition of Goods/Services, including managed service processes on a Group basis.

### **3 SCOPE OF REQUIREMENTS**

Transnet is calling for proposals from interested suppliers for the national supply and delivery of ballast stones and aggregate material to Transnet Freight Rail on an "as and when required" basis for a period of 12 months.

Sub-Structure material are used in various rail network projects and have been identified as one of TFR's strategic commodities due to the high spend and high risk to business; hence it is fundamentally important to have signed contracts to secure the continuous supply of this commodity. Through this procurement event, TFR aims to solicit Twelve Months contract for the supply of Sub-structure material, in order to:

- Sustain and safeguard the Rail Network against unexpected future failures, by continuously investing in capitalized maintenance (COPEX)
- Build new Railway lines to move TFR from a strategy of "responding to confirmed demand" to creating "capacity to unlock demand".
- Support RNC's internal and external projects by ensuring security of supply for Ballast and Formation material

To avoid paying unnecessary premiums, Transnet will not award contracts to any "middle-men"<sup>1</sup> except for entities that are in a joint venture or intend to enter into a joint venture after award of business with quarries. Bidders will be required to submit their mining licence or permit as proof of quarry or source ownership/custodianship.

#### **Deliverables:**

The key deliverables of this project will contain the following:

##### **a) Supply of Ballast material**

Ballast Stones are used in various rail network projects and have been identified as one of TFR's strategic commodities due to the high spend and high risk to business. Subsequently, Transnet have to ensure that the right quantity and quality of Ballast Stones are sourced from the most appropriate quarries and delivered to the right destination at the right time, cost effectively.

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<sup>1</sup> Entities that do not own a source of material but limited to buying goods from producers and selling them to Transnet..



Through this procurement event, the following undertakings shall be followed to achieve the sought results:

- If any bidder is offering products from more than one quarry, such quarries shall be evaluated separately in terms of their technical and functional compliance
- Bids will be evaluated per quarry due to the fact that quality of products may vary from one quarry to another, albeit all the quarries belong to the same bidder.
- All ballast products must comply with Transnet Freight Rail's S406 Specification for Ballast stones. See Annexure B.
- TFR estimates to procure approximately **210 952 m<sup>3</sup>** of Ballast stones nationally in the next Twelve Months. Bidders must note that this figure is just an estimate and could thus, deviate by any margin.

Ballast Stones are used in various rail network projects and have been identified as one of TFR's strategic commodities due to the high spend and high risk to business. Subsequently, Transnet has to ensure that the right quantity and quality of Ballast is sourced from the most appropriate quarries and delivered to the right destination at the right time, cost effectively.

#### **b) Testing and approval of supplying quarries**

Through this procurement event, TFR shall only award business to bidders proposing to supply Ballast sourced from Transnet approved quarries. The following undertakings shall be followed to achieve the sought objectives:

- All proposed quarries shall be subjected to a product testing exercise as part of the evaluation methodology with the exception of quarries that were tested and approved less than three years prior the closing of this tender.
- The sampling of the material shall be conducted by TFR personnel, in the presence of the respondent.
- Respondents shall be informed of the sampling process and will be expected to have their quarries (or source of material) ready for sampling within a reasonable time period (1-2 weeks)
- Quarries that were granted approval not more than three years ago will not be subjected to technical testing since their approval is still valid. Such quarries must however, submit a certificate of approval issued by Transnet. Failure to submit the Certificate may lead to the quarry being tested for product approval during Technical Evaluations.
- In case where multiple respondents are proposing products from a single quarry, Transnet reserves the right to only collect a single sample and perform one set of tests to produce results that will be used to evaluate all those multiple bids.
- The cost for product samples shall be at the bidder's expense; Transnet will carry the cost of Transportation and testing of such samples.

### **c) Supply of formation/aggregate material**

Apart from Ballast stones, TFR seeks to appoint national suppliers of Formation material. TFR uses substantial volumes of formation material in various Rail Network projects. Respondents are invited to propose formation material which complies with the requirements of Transnet's **S410 Specification for Railway Earthworks**. See **Annexure B1** for the Technical Specification.

TFR estimates to procure approximately **190 298 m<sup>3</sup>** of formation material nationally in the next Twelve Months. Bidders will be made aware that this figure is just an estimate and could thus, deviate by any margin.

During this procurement event, Transnet will not test any samples of the proposed Formation material. Formation material will be sourced from two different type of sources:

- Formation material sourced from approved ballast suppliers. It will be assumed that if a quarry passes the technical tests for the supply of Ballast stones, such a quarry automatically qualifies to supply TFR with formation material. If business is awarded to such a quarry, the quarry will be expected to submit Product tests Report from any independent Laboratory ('Lab') which is accredited by the South African National Accreditation System [SANAS] when making deliveries to Transnet projects.
- Formation material sourced from unapproved sources. Unapproved quarries or material sources (such as mine dumps) will be considered for the supply of formation material however, the Bid must contain a Product tests Report from any independent Laboratory ('Lab') which is accredited by the South African National Accreditation System [SANAS] for the following list of G-Material commonly used on the formation layers; **G2, G4, G5, G6 and G7**. The test certificate/report must cover the following properties;
  - Description e.g. Dark grey, poorly graded gravel with sand
  - Sieve Analysis Cumulative percentage passing
  - Grading analysis
  - Atterberg Limits
  - Classification
  - Soil Mortar Analysis: SANS 3001-PR5
  - CBR and Maximum Dry density test report

Please refer to **Annexure B1** for the technical requirements to be addressed in the Lab report.

### **d) Transportation of both Ballast Stones and Aggregate Material to site**

Transnet prefers to Transport substructure material via the Railway transportation system. As such, bidders will be required to have access to a railway siding. As part of Ballast Technical pre-qualification, bidders will be required to commit to securing access to a railway siding within four months of the award of business (*not applicable for the supply of formation material only*). When

completing the commercial offer, bidders will be required to indicate prices for the material loaded in wagons. This price shall take cognizance of the following aspects of a cost structure:

- Material price
- Cost for loading material into trucks
- Distance from quarry to railway siding
- Cost for Offloading material and loading into wagons (if applicable)

The aforementioned cost structure is for material transported by railway wagons and shall be evaluated assuming material loaded in wagons (Free on Rail). Transnet would prefer to source material from quarries closer to the depots in order to reduce logistical costs and avoid operational inefficiencies. As such, Transnet shall only carry the cost of transportation up to 300 km distance. If the quarry is located further than **300 km** from the depot or delivery site, the bidder shall be liable for the excess transportation costs. In their bids, bidders must incorporate the additional costs into their bid.

Albeit Transnet prefers to Transport substructure material via the railway, it is also understood that the railway transportation system is at times not conducive; especially when the material is required at sites where the railway lines are closed or during the construction of new railway lines. In such instances, suppliers will be required to Transport the material to site where Transnet shall be performing the Works.

To cater for this requirement, Bidders must ensure that they do have a reliable form of road transportation to be used during the contract execution period. In their commercial offer, Bidders will be required to provide:

- Material price (bin price)
- Kilometer Rate [R/KM: this is the price which shall then be multiplied by distance and quantity]

The Kilometer rate for transportation shall not be used for evaluation purposes, owing to the fact that road transportation is an auxiliary service to the contract. i.e bidders may not be awarded business for transportation if their material prices are not highest ranked. The Kilometer rate provided by bidders shall form part of post tender negotiation, in case the prices are not market related.

The Ex-works (Bin Price) shall be used to evaluate bid competitiveness for provision of material. Through this procurement event, Transnet aims to:

- Reduce the internal costs of Ballast and formation material transportation;

- Reduce the external costs of road transportation of material;
- Mitigate the risks of lack of supply; and
- Fast-track the supply of material during emergencies.

For this objective to be achieved, Transnet will only bear the cost for transport up to **300 km** distance. If the bidder wishes to supply depots/sites that are further than 300 km away from their quarry, the cost of additional distance (excess of 300 km) shall be carried by the supplier. In their Bid, bidders must incorporate all necessary costs for them to deliver material to the depots of their choice.

**e) Washing or wetting of material.**

For environmental and health reasons, Transnet prefers to procure cleaned, washed, or wet substructure material. Bidders are expected to have either an online washing facility or separate washing facility. As part of Technical pre-qualification, bidders will be required to commit to securing a material washing facility within four months of the award of business.

When completing the commercial offer, bidders will be required to indicate prices for the washing of material however, such prices shall not be used for evaluation purposes, owing to the fact that washing of material is an auxiliary service to the contract. i.e bidders may not be awarded business for washing of material if their material prices are not highest ranked. The prices for washing of material shall form part of post tender negotiation, in case the prices are not market related. Thus, TFR will not award business for the washing of material if the bidder is not successful for the provision of material.

**4 GREEN ECONOMY / CARBON FOOTPRINT**

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

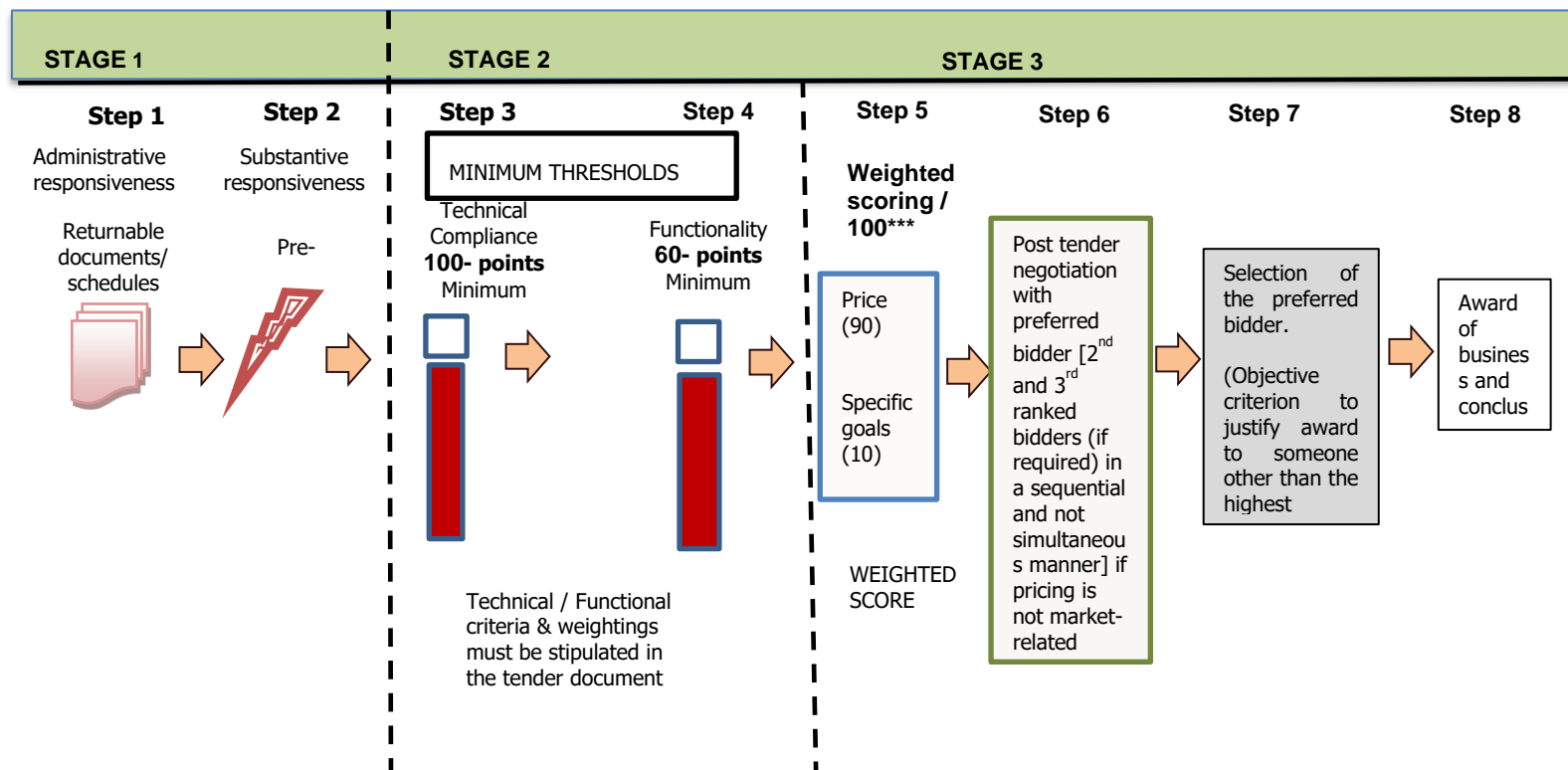
**5 GENERAL SUPPLIER OBLIGATIONS**

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

## 6 EVALUATION METHODOLOGY

The supply of the required ballast stones and aggregate material will be based on the Scope of Requirements as mentioned above. All bids will be evaluated according to specific criteria which will ensure that each bidder is provided with an equitable opportunity for success - in keeping with Transnet's PM.

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

## 6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	<i>Section 2 paragraph 3</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains priced offer</li> </ul>	
<ul style="list-style-type: none"> <li>Whether Bid contains a Technical Submission/Questionnaire</li> </ul>	
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	Section 5
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	Section 5
<ul style="list-style-type: none"> <li>Verify if the Bid document has been duly signed by the authorised respondent</li> </ul>	All sections

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

## 6.2 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
<ul style="list-style-type: none"> <li>Whether any general and legislation qualification criteria set by Transnet, have been met</li> </ul>	<i>All sections including: Section 2 paragraphs, 2.2, 6.</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule</li> </ul>	<i>Section 4/Refer to Annexure G</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Whether supplier/service provider is registered on the National Treasury Central Supplier Database (CSD)</li> </ul>	
<ul style="list-style-type: none"> <li>Whether any Technical prequalification criteria have been met as follows:                             <ul style="list-style-type: none"> <li>Acceptance of the condition to carry the cost of transport for any distance over <b>300 km.</b></li> <li>Commitment to establish a facility for washing or wetting of material within 4 months of the award of business.</li> </ul> </li> </ul>	<i>Refer to Annexure F2</i>

<ul style="list-style-type: none"> <li>– Commitment to establish access to a railway loading facility within 4 months of the award of business.</li> <li>– Commitment that the quarry shall not take more than 2 days to crush and dispatch 1 000m<sup>3</sup> of ballast or formation material, in case of emergency.</li> <li>– Commitment to deliver material on Saturdays and public holidays "as and when required".</li> </ul>	
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***The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation***

### 6.3 STEP THREE: Minimum Threshold 100 points for Technical Criteria

#### 6.3.1 Ballast Material

At this stage, the Evaluation team shall evaluate if the bids comply with the technical requirements of the tender. Bidders will be required to indicate the depot which they intend to supply and provide names and locations of their quarries.

For all approved quarries, bidders must provide Technical Approval Certificates issued by Transnet. If the certificate is outdated (expired prior the Bid closing date) or the quarry is not approved, such quarries will be subjected to a product testing and approval process, as part of the Technical evaluation. Product testing will be divided into two phases, as per the table below:

Phase 1: Strength of Material	Phase 2: Secondary tests
<ul style="list-style-type: none"> <li>• <b>Product sampling: Quarries are required to provide approximately 60 kg of Ballast samples comprising:</b> <ul style="list-style-type: none"> <li>• 73mm to 19mm stone size.</li> <li>• Specifically 5 kg of 13.2mm (-19mm stone size).</li> <li>• Specifically 5 kg of 9.5mm (-13.2mm stone size).</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Grading Analysis</li> <li>• Flakiness Index</li> <li>• Relative Density Average</li> <li>• Void content</li> <li>• Mill Abrasion</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Los Angeles Abrasion test</b></li> </ul>	<ul style="list-style-type: none"> <li>• Absorption of Aggregate</li> <li>• Durability</li> <li>• Weathering/Soundness</li> </ul>

Both the sampling and testing of material will be conducted by TFR personnel, not the bidder however, bidders will be responsible for the non-refundable cost of acquiring the required 60kg of Ballast samples.

The test report shall be required whenever there is a change in material however, for repetitive supply, the supplier shall not need to resubmit similar report (if there's no material change).

Transnet shall reserve the rights to request the supplier to provide the report at any point during the supply, should Transnet deem it fit. Bidders failing the Technical evaluations shall not be considered for the supply of formation material only. Please refer to clause 5 (Technical

Requirements) of the attached S406 Ballast Specification for the breakdown of minimum acceptable parameters.

### 6.3.2 Formation Material

Quarries approved for the supply of ballast will be deemed to 100% meet the formation material specification; thus, approved ballast quarries will not be evaluated for formation material. If business is awarded to such a quarry, the quarry will be expected to submit Product tests Report from any independent Laboratory ('Lab') which is accredited by the South African National Accreditation System [SANAS] when making deliveries to Transnet projects.

Unapproved quarries or material sources (such as mine dumps) will be considered for the supply of formation material however, the Bid must contain a Product tests Report from any independent Laboratory ('Lab') which is accredited by the South African National Accreditation System [SANAS] for the following list of G-Material commonly used on the formation layers; G2, G4, G5, G6 and G7. The test certificate/report must cover the following properties;

- Description e.g. Dark grey, poorly graded gravel with sand
- Sieve Analysis Cumulative percentage passing
- Grading analysis
- Atterberg Limits
- Classification
- Soil Mortar Analysis: SANS 3001-PR5
- CBR and Maximum Dry density test report

The BEC will evaluate material compliance to specification using the abovementioned test certificate/report. Please refer to clause 9 of the S410 Specification for Railway Earthworks (**Annexure B**) for the Properties and classification of materials for placing purposes.

**Failure of unapproved quarries (or sources) to pass all the tests shall mean failure to achieve the 100 points threshold and will lead to disqualification.**

***The test for Technical Compliance [Step Three] must be passed for a Respondent's Proposal to progress to Step Four for further evaluation***

*Respondents must complete and submit Annexure F1 and F2 which include a Technical Questionnaire*

### 6.4 STEP FOUR: Minimum Threshold of 60 points for Functional Criteria for Ballast

Transnet is not only looking to procure goods that are offered on the lowest price, rather, Transnet is looking to procure goods in a way that will yield the best value for Transnet. To achieve a greater level of fairness, Functionality shall be evaluated per quarry, as such; bidders will be expected to complete the questionnaire for each proposed quarry.

#### 6.4.1 Minimum Threshold of 60 points for Ballast Functional Criteria

A **Minimum Threshold of 60%** for Functionality must be met for each ballast supplying quarry to proceed to the next level of the evaluation process. The following Ballast Functionality Evaluation Methodology shall be applicable:

	% Weight	Rating	Rating Guideline	Rating Score	Proof Required (Returnable Documents)
<b>1. Production capacity:</b>					
Period required to produce 3 620 m <sup>3</sup> of Aggregate Material	50	0	> 3 Weeks	0	Historical production records or crushing equipment details indicating its crushing capacity.
		1	> 2 ≤ 3 Weeks	12,5	
		2	> 1 ≤ 2 Weeks	25	
		3	= 1 Week	37,5	



		4	< 1 week	50	
<b>2. Loading Capacity</b>					
Bidders will be required to indicate their quarries' ability to Load a Specific Quantity of Ballast into AY/DZ Wagons per Week.	50	0	< 240 m <sup>3</sup> per Week	0	Siding design and Historical records or loading equipment details indicating: - Number of wagons that can be accommodated inside the siding. - Number of wagons that can be loaded per hour.
		1	< 560 m <sup>3</sup> ≤ 240 m <sup>3</sup> per Week	12,5	
		2	< 800 m <sup>3</sup> ≤ 560 m <sup>3</sup> per Week	25	
		3	< 1 040 m <sup>3</sup> ≥ 800 m <sup>3</sup> per Week	37,5	
		4	≥ 1 040 m <sup>3</sup> per Week	50	

#### 6.4.2 Minimum Threshold of 60 points for Formation Material Functional

A **Minimum Threshold of 60%** for Functionality must be met for the quarry to proceed to the next level of the evaluation process for the supply of formation material. The following Functionality Evaluation Methodology shall be applicable per each formation material supply source/quarry:

Quality Criteria	Weight	Rating	Rating Guideline	Rating Score	Proof Required (Returnable Documents)
1. Period required to produce 5 000 m <sup>3</sup> of G-Material material.	50	0	More than 3 Weeks	0	Historical production records or crushing equipment details indicating weekly Production of G-Material.
		1	Between 2 and 3 Weeks	12,5	
		2	Between 1 and 2 Weeks	25	
		3	1 Week	37,5	
		4	Less than 1 week	50	
2. Quarries' ability to Load a Specific Quantity of G-Material into Road trucks per Week.	50	0	Less than 1 000 m <sup>3</sup> per Week	0	Historical production records indicating Number of Road Trucks that can be loaded per day and truck capacity in m <sup>3</sup> .
		1	Between 1 000 m <sup>3</sup> and 1 999 m <sup>3</sup> per Week	12,5	
		2	Between 2 000 m <sup>3</sup> and 2 999 m <sup>3</sup> per Week	25	
		3	Between 3 000 m <sup>3</sup> and 4 999 m <sup>3</sup> per Week	37,5	
		4	More than 5 000 m <sup>3</sup> per Week	50	

#### Site Evaluation and Audits:

Site evaluation and audits will not be conducted however, TFR personnel may visit quarries to collect samples.

**Final technical scores will be rounded off to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.**

***The minimum threshold for functionality [Step Four] must be met or exceeded for a Respondent's Proposal to progress to Step Five for further evaluation***

*Respondent's compliance with the minimum functionality threshold will be measured by their responses to **Annexure G1 and G2**.*

*Respondents are to note that Transnet will round off final functionality scores to the nearest 2 (two) decimal places for the purposes of determining whether the functionality threshold has been met.*

## **6.5 STEP FIVE: Evaluation and Final Weighted Scoring**

### a) **Price Criteria** [Weighted score 90 points]:

<b>Evaluation Criteria</b>	<b>RFP Reference</b>
• Commercial offer	<i>Section 4</i>

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

$$PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

$Ps$  = Score for the Bid under consideration

$Pt$  = Price of Bid under consideration

$Pmin$  = Price of lowest acceptable Bid

### b) **Specific Goals** [Weighted score 10 point]

- Specific goals claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 9 Table 3.2 of the specific goals Claim Form.

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

### 6.6.1 **Price Criteria** [Weighted score 90 points]:

<b>Evaluation Criteria</b>	<b>RFP Reference</b>
• Commercial offer	<i>Section 4</i>

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

$$PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

$Ps$  = Score for the Bid under consideration

$Pt$  = Price of Bid under consideration

$Pmin$  = Price of lowest acceptable Bid

**Final Price scores will be rounded off to the nearest 2 (two) decimal places.**

**6.6.2 Specific goals** [Weighted score 10 points]

- Specific goals claim form

Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated below:

Selected Specific Goal	Number of points allocated (10)
B-BBEE Level of contributor (1 or 2)	2
Creation of new jobs and labour intensification	4
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area. <b>(Points will be allocated to the bidder's based on the location for the depot they will tender for)</b>	4
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

**EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS**

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Creation of new jobs and labour intensification	Section 11 Job Creation Schedule Returnable documents
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area <b>(Points will be allocated to the bidder's based on the location for the depot they will tender for)</b>	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity

Thresholds	Minimum Threshold
Technical	<b>100</b>
Functionality	<b>60</b>

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	90
Specific goals - Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

#### **6.7 STEP SIX: Post Tender Negotiations (if applicable)**

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
  - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

#### **6.8 STEP SEVEN: Objective Criteria (if applicable)**

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Transnet may apply in this bid process include:

- Skills Transfer and Capacity Building for Transnet;
- Impact on Transnet's Return On Investment;
- the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses 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 contract,
- has the legal capacity to enter into the contract
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data and
- is able, in the option of the employer to perform the contract free of conflicts of interest.

#### **6.9 STEP EIGHT: Award of business and conclusion of contract**

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

### **SECTION 4: PRICING AND DELIVERY SCHEDULE**

*Respondents are required to complete **Annexure G** of this RFP. Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.*

#### **Notes to Pricing:**

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
  - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
  - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
  - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- f) Prices are to be quoted on a delivered basis to be inclusive of VAT.
- g) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- h) Where a Respondent's price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid:

Currency rate of exchange utilised: \_\_\_\_\_

- i) **In respect of incoterms conditions, if applicable, please refer to paragraph 25 of the General Bid Conditions which is attached to the RFP as Annexure D**
- j) Manufacturing and delivery lead time calculated from date of receipt of purchase order: \_\_\_\_\_ weeks.
- k) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	

## **1. DISCLOSURE OF CONTRACT INFORMATION**

### **PRICES TENDERED**

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices of the successful and unsuccessful Respondents *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 01 of 2015/2016.

## JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

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

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
<b>Is the Respondent</b> (Complete with a "Yes" or "No")						
<b>A</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						

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

## **2. "AS AND WHEN REQUIRED" CONTRACTS**

- 2.1 Purchase orders will be placed on the Supplier(s) from time to time as and when Goods/Services are required.
- 2.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 2.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 2.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.
- 2.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 4 [*Pricing and Delivery Schedule*]
- 2.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:
- 
- 2.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays.
- 

## **3. RETURN OF SURPLUS GOODS**

Respondents are required to indicate whether they have a return policy in place (if so attach a copy):

<b>YES</b>		<b>NO</b>	
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Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods:

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## **4. NATIONAL RAILWAY SAFETY REGULATOR ACT**

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [**the Supplier**] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set



out in this RFP, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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**5. SERVICE LEVELS**

5.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

5.2 Transnet will have quarterly reviews with the Supplier's account representative on an on-going basis.

5.3 Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

5.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

If the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

5.5 The Supplier must provide a telephone number for customer service calls.

5.6 Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Supplier of its intention to do so.

**Acceptance of Service Levels:**

<b>YES</b>	
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<b>NO</b>	
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**6. TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES**

6.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [**TCO**], which will

reduce the overall cost of transportation Goods/Services and related logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

**Accepted:**

<b>YES</b>		<b>NO</b>	
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If "yes", please specify details in paragraph 6.2 below.

- 6.2 Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Proposal if there is insufficient space available below.

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## **7. RISK**

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by the Respondent, in relation to:

**7.1 Quality and specification of Goods/Services delivered:**

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**7.2 Continuity of supply:**

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**7.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:**

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**7.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002:**

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

## **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

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

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

_____	_____
_____	
_____	_____
_____	
_____	_____
_____	
_____	_____
_____	

I/We hereby offer to supply/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

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

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

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods/Services within 2 [two] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, I/we agree to a penalty clause/s which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods/Services due to non-performance by ourselves, , etc.

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

### **ADDRESS FOR NOTICES**

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

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity:

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—

Facsimile:

---

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Address:

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—

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### **NOTIFICATION OF AWARD OF RFP**

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

### **VALIDITY PERIOD**

Transnet requires a validity period of 180 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

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

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

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Respondent's Signature

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Date & Company Stamp

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

## RETURNABLE DOCUMENTS

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

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

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

### a) Mandatory Returnable Documents

Respondents 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>
ANNEXURE <b>G</b> : Pricing and Delivery Schedule	
ANNEXURE <b>F1</b> : Technical Questionnaire	
ANNEXURE <b>F2</b> : Technical Pre-Qualification Questionnaire	
ANNEXURE <b>G1</b> : Ballast Functionality Evaluation Questionnaire	
ANNEXURE <b>G2</b> : Formation Material Functionality Questionnaire	

**b) Returnable Documents Used for Scoring**

In addition to the requirements of section (a) above, Respondents 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>
<p>Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP</p> <ul style="list-style-type: none"> <li>- B-BBEE and,</li> <li>- Creation of new jobs and labour intensification</li> <li>- The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area.</li> </ul> <p><b>(Points will be allocated to the bidder's based on the location for the depot they will tender for)</b></p>	

**c) Essential Returnable Documents:**

Over and the above the requirements of section (a) and (b) mentioned above, Respondents 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 &amp; SCHEDULES</b>	<b>SUBMITTE D [Yes or No]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate/PIN for each party]	
SECTION 1: SBD1 FORM	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 9: Specific goals points claim form	
SECTION 10: Certificate of attendance of non-compulsory RFP Briefing	
SECTION 13: Protection of Personal Information	
CSD Registration report	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

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

SIGNATURE OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

2 \_\_\_\_\_

ADDRESS OF WITNESSES

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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



Name \_\_\_\_\_

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

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

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

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

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

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

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

1	Transnet's General Bid Conditions – Annexure D
2	Master Agreement and SLA attached – Annexure C
3	Transnet's Supplier Integrity Pact – Annexure E
4	Non-disclosure Agreement – Annexure F
5	Specifications and drawings attached to this RFP – Annexure B

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

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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

2 \_\_\_\_\_

Name \_\_\_\_\_

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

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

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

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

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

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

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

employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid;

8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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

ADDRESS:

—

—

Indicate nature of relationship with Transnet:

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

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

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

### **12 PURPOSE OF THE FORM**

- 12.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of

legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

12.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### **13 Bidder's declaration**

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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 or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the

<sup>2</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.

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

**YES/NO**

13.3.1. If so, furnish particulars:

.....

.....

## **14 DECLARATION**

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation,  
communication, agreement or arrangement with any competitor. However, communication  
between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

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

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

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

14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat  
any restrictive practices related to bids and contracts, bids that are suspicious will be reported  
to the Competition Commission for investigation and possible imposition of administrative

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<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

### **BREACH OF LAW**

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) ***have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:

Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

---

Respondent's Signature

---

Date & Company Stamp





## SECTION 9 : SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for 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, BIDDERS 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 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price;
  - (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
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b> <b>B-BBEE and,</b> <b>Creation of new jobs and labour intensification</b> <b>The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area</b> <b>(Points will be allocated to the bidder's based on the location for the depot they will tender for)</b>	<b>10</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder 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 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## **2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"Ownership"** means 51% black ownership
- (e) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"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);
- (h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **"Price"** includes all applicable taxes less all unconditional discounts.
- (j) **"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.
- (k) **"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);
- (l) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (m) **"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 contracts in line with section 2(1) of the PPPFA.

## **3. POINTS AWARDED FOR PRICE**

### **3.1 THE 90/10 PREFERENCE POINT SYSTEMS**

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

90/10

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

### 3.2

<b>Selected Specific Goal</b>	<b>Number of points allocated (10)</b>
B-BBEE Level of contributor (1 or 2)	2
Creation of new jobs and labour intensification	4
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area <b>(Points will be allocated to the bidder's based on the location for the depot they will tender for)</b>	4
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

## 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 for providing evidence in accordance with the table below:

<b>Specific Goals</b>	<b>Acceptable Evidence</b>
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section 11 Job Creation Schedule Returnable documents
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area <b>(Points will be allocated to the bidder's based on the location for the depot they will tender for)</b>	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity

- 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 DTI'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>4</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by Transnet or regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = .....(based on point distribution per Table 3.2)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

(***Tick applicable box***)

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

- v) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Supplier
- ☐ Other Suppliers e.g. transporter, etc.

[ *TICK APPLICABLE BOX*]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its evidence regarding specific goals or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

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

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

## **SECTION 10: CERTIFICATE OF ATTENDANCE OF NON-COMPULSORY RFP BRIEFING**

It is hereby certified that –

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

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

Representative(s) of \_\_\_\_\_ *[name of entity]*  
attended the RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this  
RFP on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

### **NOTE:**

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



## SECTION 11: JOB-CREATION SCHEDULE

**(Please ensure that you return this schedule with your bid submission)**

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%. In order to give effect to these job creation objectives, Respondents are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this bid.

Note that this undertaking is not required if a NIPP obligation is applicable to a Respondent's bid as indicated in Section 11. **Respondents are required to indicate below whether the NIPP obligation is applicable to their bid:**

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			

Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

- (d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

<b>Year 1</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

## **SECTION 12: SBD 5**

This document must be signed and submitted together with your bid
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### **THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

#### **INTRODUCTION**

The National Industrial Participation Programme (NIPP), which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIPP requirements. NIPP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

#### **1. PILLARS OF THE PROGRAMME**

- 1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$5 million.
  - or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$5 million.
  - or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.
  - or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid number;
  - Description of the goods or services;
  - Date on which the contract was awarded;
  - Name, address and contact details of the contractor;
  - Value of the contract; and
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4. PROCESS TO SATISFY THE NIPP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTIC will determine the NIPP obligation;
  - b. the contractor and the DTI will sign the NIPP obligation agreement;
  - c. the contractor will submit a performance guarantee to the DTI;
  - d. the contractor will submit a business concept for consideration and approval by the DTI;

- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....	Closing date: .....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

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

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

### **SECTION 13: PROTECTION OF PERSONAL INFORMATION (For normal contract)**

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

information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

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

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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

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

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