

**TRANSNET PORT TERMINALS**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP]**

**FOR THE PROVISION OF EMISSIONS MANAGEMENT SERVICES FOR TRANSNET PORT TERMINALS,  
PORT OF SALDANHA FOR A PERIOD OF 36 MONTHS**

<b>RFP NUMBER</b>	<b>iCLM SD 465/TPT</b>
<b>ISSUE DATE:</b>	<b>05 September 2022</b>
<b>CLOSING DATE:</b>	<b>14 October 2022</b>
<b>BRIEFING SESSION</b>	<b>12 September 2022</b>
<b>CLOSING TIME:</b>	<b>16:00</b>

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



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## SECTION 1: SBD1 FORM

## PART A

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS AT TRANSNET SOC LTD</b>							
BID NUMBER:	iCLM SD 465/TPT	ISSUE DATE:	05 September 2022	CLOSING DATE:	14 October 2022	CLOSING TIME:	16:00
DESCRIPTION	<b>FOR THE PROVISION OF EMISSIONS MANAGEMENT SERVICES FOR TRANSNET PORT TERMINALS, PORT OF SALDANHA FOR A PERIOD OF 36 MONTHS.</b>						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): <a href="https://www.transnet.net">https://www.transnet.net</a>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>							
CONTACT PERSON	Tania Paarwater						
TELEPHONE NUMBER	021 449 2596						
E-MAIL ADDRESS	<a href="mailto:Tania.Paarwater@transnet.net">Tania.Paarwater@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:		OR	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		

<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 THE GOODS /SERVICES /WORKS OFFERED?	<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: .....

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

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

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



## 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>FOR THE PROVISION OF EMISSIONS MANAGEMENT SERVICES FOR TRANSNET PORT TERMINALS, PORT OF SALDANHA FOR A PERIOD OF 36 MONTHS.</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> and Transnet website at <a href="http://www.transnet.net">www.transnet.net</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 located 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 website at <a href="http://www.transnet.net">www.transnet.net</a> free of charge. To access the Transnet eTender portal, please click <a href="#">here</a> (refer to section 2, paragraph 3 below for detailed steps)</p>
<b>COMMUNICATION</b>	<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 and 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>	<b>Compulsory virtual Briefing Session 12 September 2022 @ 12h00 via Teams</b>
<b>CLOSING DATE</b>	<p><b>16:00 on 14 October 2022</b></p> <p>Bidders must ensure that bids are uploaded timeously onto the system.</p> <p>As a general rule, if a bid is late, it will not be accepted for consideration.</p> <p><b><i>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. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i></b></p>
<b>VALIDITY PERIOD</b>	<p><b>180 Business Days from Closing Date</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 12.12</p>

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.



## 2 FORMAL BRIEFING

A compulsory virtual briefing session will be conducted via MS Teams on the 12 September 2022, at 12:00 for a period of ± one hour. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

2.1 ***Respondents failing to attend the compulsory RFP briefing will be disqualified.***

2.2 Bidders to send email to [Tania.Paarwater@transnet.net](mailto:Tania.Paarwater@transnet.net) in order for the link to briefing session to be shared.

2.3 Bidders who attended the briefing session will be provided the opportunity to have a site visit at the Port of Saldanha in order to access the site and current dust mitigation measures.

2.4 TPT site visits will take place from 13<sup>th</sup> till 16<sup>th</sup> of September 2022.

## 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 (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- 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)

## 4. RFP INSTRUCTIONS

4.1 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.

**4.2 All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**

4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.



## 5. 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 as per the B-BBEE Preferential Procurement Regulations, 2017 preference point scoring.
- Experience, qualification or certification of Lead Bidder (JV Partner with higher % split of Business) must have the required Experience, qualification or certification, where the split of business is 50/50, Experience, qualification or certification of either member of the JV will be used for evaluation.

## 6. COMMUNICATION

- 6.1 Specific queries relating to this RFP before the closing date of the RFP should be submitted to the contact person specified in Section 1 of this RFP before 10:00 am on **03 October 2022**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 6.2 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.
- 6.3 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.
- 6.4 Respondents may also, at any time after the closing date of the RFP, communicate with the contact person specified in Section 1 of this RFP on any matter relating to its RFP response
- 6.5 Respondents are to note that changes to its submission will not be considered after the closing date.

## 7. 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.

## 8. COMPLIANCE

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

## 9. 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.



## 10. 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:

- 10.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.6 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;
- 10.7 cancel the bid process;
- 10.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 10.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 10.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

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

## 11. 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.

## 12. 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.

### **13. 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.

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

### **14. 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.

### **15. PROTECTION OF PERSONAL DATA**

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 35 of the General Bid Conditions.

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

**TIP-OFFS ANONYMOUS:**




**Ethics Helpdesk**  
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](mailto:reportit@ethicshelpdesk.com)

 **\*120\*0785980808#**

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

#### 1. INTRODUCTION

- 1.1. Transnet Port Terminals (TPT) seek to appoint a service provider to assist the Saldanha Terminals to achieve optimal emissions prevention and suppression during import, export and storage of cargo. This will include but not be limited to:
  - 1.1.1. Supply emissions prevention and suppression equipment;
  - 1.1.2. Install fixed and moveable prevention and suppression infrastructure where required,
  - 1.1.3. Providing and maintaining stock items utilized for suppression and the provision of resources to maintain and operate the emissions prevention and suppression equipment in order to achieve the Air Emissions License (AEL) compliance requirements for the Saldanha Terminals.
- 1.2. The SUPPLIER and the Services rendered by the SUPPLIER shall be governed by the principles of sustainable development and responsible environmental management contained in the National Environmental Management Act, 107 of 1998 and achieve emissions levels that surpass the AEL requirement levels of the terminal.

#### 2. BACKGROUND

- 2.1. The Bulk Terminal Saldanha and the Multi-Purpose Terminal are situated within the Port of Saldanha at Saldanha Bay. The port is located approximately 120 km north of Cape Town on the West Coast of South Africa (Figure 1). The Langebaan Lagoon is located to the south of and connected to Saldanha Bay, with a residential area of Vredenburg located towards the north. Saldanha Bay contains five offshore islands: Malgas, Jutten,



Marcus, Meeuw and Schaapen, with the Langebaan Lagoon being a wetland of internationally recognised importance in terms of the RAMSAR Convention. Together with the islands in the bay it falls within the boundaries of the West Coast National Park.

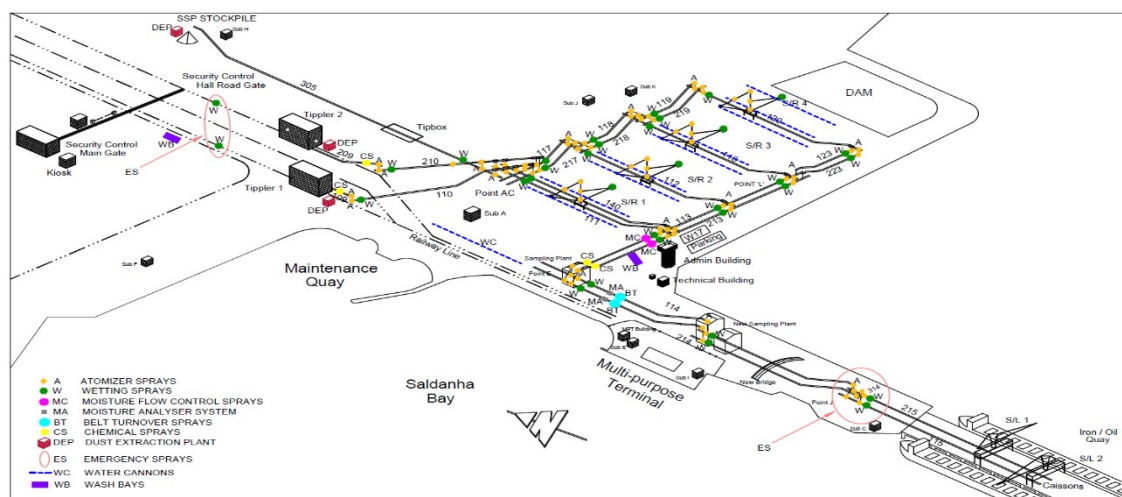


**Figure 1: Location of the Port of Saldanha**

- 2.2. The area is characterized by dry warm summers and wet cool winters. The wind at Saldanha is predominantly south-south east during summer, spring and autumn, with a dominant northerly and north-north westerly component during winter. Average wind speeds are higher during the warmer months.
- 2.3. The Saldanha Bulk Terminal and Multi-Purpose Terminal are designed to handle Manganese and Iron Ore. The Saldanha Bulk Terminal currently handles 60mt of iron ore utilizing two (2) tippers, the storage of iron ore, reclaiming of the ore through 4 stacker reclaimers and export via 2 ship loaders via an approximate 1,6km conveyor system (Figure 2).
- 2.4. The handling of iron ore and manganese in the terminal generates dust, and due to the prevailing winds (predominately southerly) this dust is transported towards the residential areas north of the terminal. Continuous particulate matter (PM2.5 & PM10) monitoring is currently taking place at various locations. The monitoring at these sites indicates that the South African ambient air quality standard for PM2.5 and PM10 is achieved. The results of this monitoring indicate that the dust generated by the terminal does not pose a significant health risk, i.e. the measured ambient concentrations comply with the South African ambient air quality standard.
- 2.5. However, the dust does pose a nuisance to the surrounding residents due to the discoloration of surfaces. The red discoloration of buildings and concrete surfaces in the vicinity of the terminals is caused by a mineral called goethite, which is an oxidation product of iron ore. The red staining is a common by-product of the direct reduced iron process. The movement, stockpiling and processing of iron ore fines creates the iron dust. Monitoring of PM2.5 & PM10 confirms that this material occurs in concentrations well below the levels of iron or particulates associated with the development of health effects, i.e. below ambient health standards, however, the nuisance impact remains.



- 2.6. TPT has invested in dust abatement equipment within the terminals on various pieces of equipment in order to minimize the emissions. Emissions levels are monitored monthly through live in stack monitors and 22 dust buckets and multi directional samplers.
- 2.7. TPT has undertaken an emissions source identification exercise and have identified the amount of emissions from the loading activities associated with the varied grades of cargo. Annexure 1 - 009-TPT-SLDT-SHEQ-6109\_Fugitive Emission Plan Procedure & 009-TPT-SLDT-SLDBULK-8550 - Dust and Emissions Monitoring Procedure.



**Figure 3: Location of dust abatement equipment**

### 3. SCOPE OF REQUIREMENTS

- 3.1. Transnet Port Terminals (TPT) requires a service provider to assist the Saldanha Terminals both the Multi-Purpose Terminal and the Bulk Terminal to achieve optimal emissions prevention and suppression during import, export and storage of cargo.
- 3.2. In order to respond to this RFP, The RFP will be divided into two stages:

#### First Stage

- 3.3. Bidders will arrange to undertake a site visit, Whereby Transnet Port Terminals will provide a list of all the current dust abatement equipment and the Service Provider will have an opportunity to view all current dust mitigation currently installed on site. In addition, Transnet will allow the Service Provider to assess the current on-site condition together with mitigations.
- 3.4. Date and time for the site visit will be arrange with individual bidders accordingly
- 3.5. Based on the site visit, the Service Provider will provide a proposal in order to achieve the 15% stipulated dust emission reduction. The proposal must cover the following basic requirement:
- 3.5.1. Description and details of the proposed emission solution. The proposed emission solution must incorporate the best available technology for dust abatement and mitigation based on the current dust abatement technology evaluation of effectiveness and determine the applicability in the

Saldanha environment to achieve the minimization of emissions over a defined period. The solution must have the capability to reduce the current emission levels by 15%. The Service Provider must target emission reduction as follows:

3 Months after Solution Implementation	Reduction of 5% from current Emissions
6 Months after Solution Implementation	Reduction of 10% from current Emissions
12 Months after Solution Implementation	Cumulative 15% min from start date
18 Months after Solution Implementation	Sustain 15% reduction from start date
36 Months after Solution Implementation	Sustain 15% reduction from start date

3.5.2. The supply of emissions prevention and suppression equipment. The equipment must detail the type and quantity of equipment for the duration of the contract: Example of equipment include:

- 3.5.2.1. Water cannons if required
- 3.5.2.2. Super sucker water tankers if required
- 3.5.2.3. Water tankers if required
- 3.5.2.4. Dust additive for tankers and the spraying systems if required
- 3.5.2.5. Installed dust curtains at selected dust hotspots if required
- 3.5.2.6. Upgraded or amended sprayers and nozzles if required
- 3.5.2.7. Dust extraction devices at selected zones if required
- 3.5.2.8. Dust packaging alternatives as an option
- 3.5.2.9. Sweepers for road cleaning

3.5.3. Install fixed and moveable prevention and suppression infrastructure where required,

3.5.4. Providing and maintaining stock items utilized for suppression. Service Provider must provide schedule of Maintenance frequency and Standard Operating Procedure for all required Maintenance.

3.5.5. Provision of resources to maintain and operate the emissions prevention and suppression equipment in order to achieve the Air Emissions License (AEL) compliance requirements for the Saldanha Terminals. Service Provider must provide list of Resources with their qualification and competency required to manage the installed solution.

3.5.6. The SUPPLIER and the Services rendered by the SUPPLIER shall be governed by the principles of sustainable development and responsible environmental management contained in the National Environmental Management Act, 107 of 1998 and achieve emissions levels that surpass the AEL requirement levels of the terminal.

### 3.6. Transnet will provide the following to enable the Service Provider to provide a Proposal:

3.6.1. Transnet will provide the Air Emissions License and further be shown the facility, inclusive of layout.

3.6.2. TPT will provide the emission sources report to the supplier for the supplier to understand the point sources to ensure abatement equipment is sourced accordingly. The effectiveness of current mitigation will also be supplied.

3.6.3. Cargo specifications will be supplied.

3.6.4. Service provider to take note that none of the current dust abatement equipment installed at Transnet Port terminals should be removed or replaced without consultation to achieve the reduction in dust



emissions. The service provider will be responsible to maintain the current dust mitigation equipment on site to ensure the effectiveness thereof.

3.6.5. Transnet Port Terminals Saldanha will provide the service provider with a secure area to set up a temporary site establishment for the duration of the contract.

3.6.6. TPT requires the supplier to evaluate the effectiveness of dust abatement technology already installed. This shall be arranged prior to the tender closing to inform the proposal.

## **Second Stage**

3.7. Transnet will visit sites where the Service Provider has successfully implemented the proposed solution for review. The Service Provider will arrange such visit and accompany Transnet to embark on such visit. Transnet will bear its cost for the visit and the Service Provider must bear its costs.

## **4. Service Provider Responsibility:**

### **Resources**

- 4.1.1. The Service Provider shall supply resources in order to install, maintain and monitor the installed equipment in an operation that is operational 24 hours a day. This will be in line with the reports submitted (as per paragraph 3.2)
- 4.1.2. The Service Provider shall deploy drivers who hold a valid Professional Drivers Permit (PrDP) and have a valid driver's license in respect of the required type of vehicle which are to be utilized.
- 4.1.3. Employees deployed to Transnet Port Terminals (TPT) may not be older than 63 years of age.
- 4.1.4. The service provider shall further ensure that all drivers deployed have clear criminal records, be of sober habits, and are medically fit.
- 4.1.5. Supporting documents to be provided: Valid police clearance and medical certificates in respect of each driver and operator.
- 4.1.6. The costs associated in obtaining these certificates shall be for the service provider's account.

### **Supply of chemicals**

- 4.1.7. The Service Provider shall supply all associated chemicals and spares for equipment installed to operate the facility, inclusive of spray heads, sweeping pads, etc. for machines and any other wear and tear items associated with the chosen solution.

### **Supply and Maintenance of Vehicle and Equipment**

- 4.2. Maintenance / service & repair of the service provider's vehicles and equipment will be for its own account. Transnet Port Terminals (TPT) will not be liable to the service provider for the cost of any maintenance/service and/or repairs of its vehicles.
- 4.3. The service provider must ensure that daily vehicle inspections are completed, and any vehicle identified as being a risk should not be utilized.
- 4.4. Transnet port Terminals (TPT) will perform ad hoc inspections to verify that the vehicles being utilized are safe and "fit for purpose."
- 4.5. The Service Provider shall ensure that all vehicles are operational and have the relevant certificates of conformity; namely;
  - 4.5.1. Licensed and Roadworthy: Certified and valid copies of vehicle licenses and roadworthy certificates;



- 4.5.2. Registrations: Certified and valid copies of vehicle registrations;
- 4.5.3. Permits and public operating licenses to be up to date and complied.
- 4.6. The service provider shall ensure that for the duration of the contract with Transnet port Terminals (TPT); the vehicles utilized are in a roadworthy and operational condition. Transnet Port Terminals (TPT) shall be entitled to request that the service provider produce a valid roadworthy certificate in respect of any vehicle.
- 4.7. Vehicle will have a working Odometer and Fleet Tracking System (GPS) with reporting capabilities in order to track the usage of the vehicle. Reports must be submitted with invoice and indicate actual time operational.
- 4.8. The service provider shall maintain a comprehensive and current up to date register and file of all authorized drivers and operators who will perform the staff transportation services, which file shall be updated on a monthly basis with each driver's records, including but not limited to:
  - 4.8.1. Inductions;
  - 4.8.2. Safety awareness training;
  - 4.8.3. Valid driver's license (scope and expiry date thereof);
  - 4.8.4. Professional driving permit (PrDP) (Expiry date thereof);
  - 4.8.5. Residential address and telephone number;
  - 4.8.6. Relevant medical information which may require attention during the provision of the Transportation and handling of Cargo Services;
  - 4.8.7. Copy of ID;
  - 4.8.8. Any standard operation procedure training;
  - 4.8.9. Corrective and disciplinary action where incidents/accidents occur.
  - 4.8.10. Staff to resource, maintain and monitor the equipment,
  - 4.8.11. Other technology not listed above.
- 4.9. The service provider shall be required to make such register and file available to Transnet Port Terminals (TPT) upon request.

### **Communication**

- 4.9.1. The Service Provider(s) will be required to inform Transnet Port Terminals (TPT) in writing of all the challenges they are faced with Transnet Port Terminals (TPT) staff during the execution of the services.
- 4.9.2. The service provider(s) will further be required to attend a monthly Service Level Agreement (SLA) meeting whereby all issues for the previous month will be addressed to ensure that a resolution is obtained.

### **Audits**

- 4.9.3. The Service provider will be required to assist with the compliance and completion of Audits from any regulator/ authority or auditor (Internal and external) based on environmental findings and non-compliances within the Transnet integrated systems procedure

### **Safety and Compliance**

- 4.10. The Contractor must submit a detailed Contractor Execution Plan (CEP) to the Contractor Manager for approval as per TRN-IMS-GRP-GDL 014.5 Contractor Execution Plan minimum requirements.
- 4.11. Contractor must submit TRN-IMS-GRP-TMP 014.3 Employee Personal Profile Dossier to contractor Manager for approval before induction training confirmed. Approved Employee Profile Dossiers includes certified copies of





medicals, identity documents, competencies etc. submitted via email correspondence to  
TPTSLED-Induction-booking@transnet.net.

- 4.12. Contractor Compliance SHE File within accordance with File Contractor Compliance File Approval COVID 19 Checklist TPT-IMS-SLDT-CL-014-001.1 & TRN-IMS-GRP-TMP-014.11 and in line with relevant applicable specifications as per respective TRN-IMS-GRP-GDL 014.2 Contractor Specification Guidelines, TRN-IMS-GRP-GDL 014.4 Contractor Environmental and Sustainable Specification Guideline, TRN-IMS-GRP-GDL 014.6 Contractor Quality Specification Guideline and TRN-IMS-GRP-GDL 014.5 Contractor Security Specification Guidelines
- 4.13. Principle contractor approve Mandatary Agreement in terms of section 37(2) TRN-IMS-GRP-TMP-014.1 of the Occupational Health and Safety Act (OHS Act) and submit to Contractor Manager to agree.
- 4.14. The Principle Contractor must submit written request to the Contractor Manager for permission for sub-contract to provide any work or services to TPT and ensure that all 37.2 Agreement between Principle contractor and Sub Contractor submitted to Contractor Manager.
- 4.15. Contractor must submit completed SHE File Electronic to Contractor Manager for approval.
- 4.16. Contractor undergoes induction training prior to handing over the site to the Contractor as TRN-IMS-GRP-GDL 014.6 Contractor Induction Minimum Requirements.
- 4.17. SITE ESTABLISHMENT:
- 4.18. All relevant permits and authorizations is as per TRN-IMS-GRP-TMP 014.7 List of Legal Permits and Authorizations shared and completed prior to site access. Contractor appointed within accordance with TRN-IMS-GRP-TMP-001.1 prior to site access by TPT.
- 4.19. Contractor Manager will conduct TRN-IMS GRP TMP 014.8 Pre-site handover inspection prior to Site Access grated with Service Provider.
- 4.20. No work will commence with approved TRN-IMS-GRP-TMP-014.10 Operational Safe Work Permit issue to the contractor by Contractor Manager.
- 4.21. CLOSE OUT PHASE
- 4.22. Contractor Manager and the Contractor must co-sign the TRN-IMS-GRP-TMP-014.13 Final Handover and Closeout Inspection Checklist.
- 4.23. Service provider shall implement and maintain applicable Health, Safety, Quality and Environmental regulations and other relevant standards and regulation, example: applicable SANS codes; OHS Act of 1993 , other legislation, ISO 9001, ISO 14001 and ISO 45001, etc.
- 4.24. Service provider to ensure that all employees involved in activity is informed of the Hazards and risk they exposed to and all other relevant applicable Safety Work Procedures, Fall protections Plans, Environmental Plans, Emergency Plans and any other relevant procedures, etc. proof to be submitted as part of the SHE File.
- 4.25. Service Provider will ensure that On the Job HIRAS is completed prior to start of activity to ensure that any additional Risks been identified.
- 4.26. Service provider must ensure that when required to off-load or load any heavy equipment and machinery on the plant that they comply with that equipment or machinery will not be physically operated by an employee when required to off-loaded or load from any flatbed or low bed.
- 4.27. Principle Contractor will be responsible to ensure that Sub Contractor SHE File compiled within conjunction with TPT Requirements and Approved prior to sub mission to Contractor Manager.
- 4.28. Service Providers are liable to collect and remove all waste generated during the contract/project. Generated Waste will not allowed being disposed within TPT waste skips. Removal of Hazardous waste will be contractor's responsibility and Disposal Certificate submitted to SHEQ after waste has been disposed safely.





- 4.29. The Service Provider to ensure full compliance to TPT COVID 19 requirements and Government Safety measures regarding preventing the spread of the COVID 19 virus.
- 4.29.1. The Service Provider shall be fully responsible to Transnet Port Terminals (TPT) for the acts and omissions of its employees, permitted sub-contractors and agents. Furthermore, the service provider shall be solely liable for any damage caused to Transnet Port Terminals (TPT) property or injury caused to Transnet Port Terminals (TPT) Employees due to the negligence of its employees, permitted sub-contractors and agents.
- 4.29.2. Transnet Port Terminals (TPT) shall be entitled to deduct the amount so involved from any payment due to the service provider.

#### **Insurance and Regulation**

- 4.29.3. The SUPPLIER shall maintain comprehensive All Risk Asset insurance cover for its performance under the Agreement. In addition, the SUPPLIER shall obtain and ensure the cover remains in place for the duration of the contract General Public Liability insurance with the minimum level of cover being R10 million per incident, in the event that there is environmental incident (spillage, contamination etc.) on third party property due to the operational waste management activities.  
**(ANNEXURE G) Quotation from the insurance company)**
- 4.29.4. The SUPPLIER shall indemnify and keep Transnet indemnified from and against liability for:
- 4.29.4.1. Damage to any Transnet property [whether tangible or intangible] or any other loss, costs; or
- 4.29.4.2. Damage suffered by Transnet to the extent that it results from any fraudulent act of or omission by the SUPPLIER or its Personnel in connection with this Agreement; or
- 4.29.4.3. Any applicable law pertaining to such waste management services.
- 4.29.5. Party shall neither exclude nor limit the liability to the other for:
- 4.29.5.1. Death or personal injury due to negligence; or
- 4.29.5.2. Fraud or theft

#### **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.*

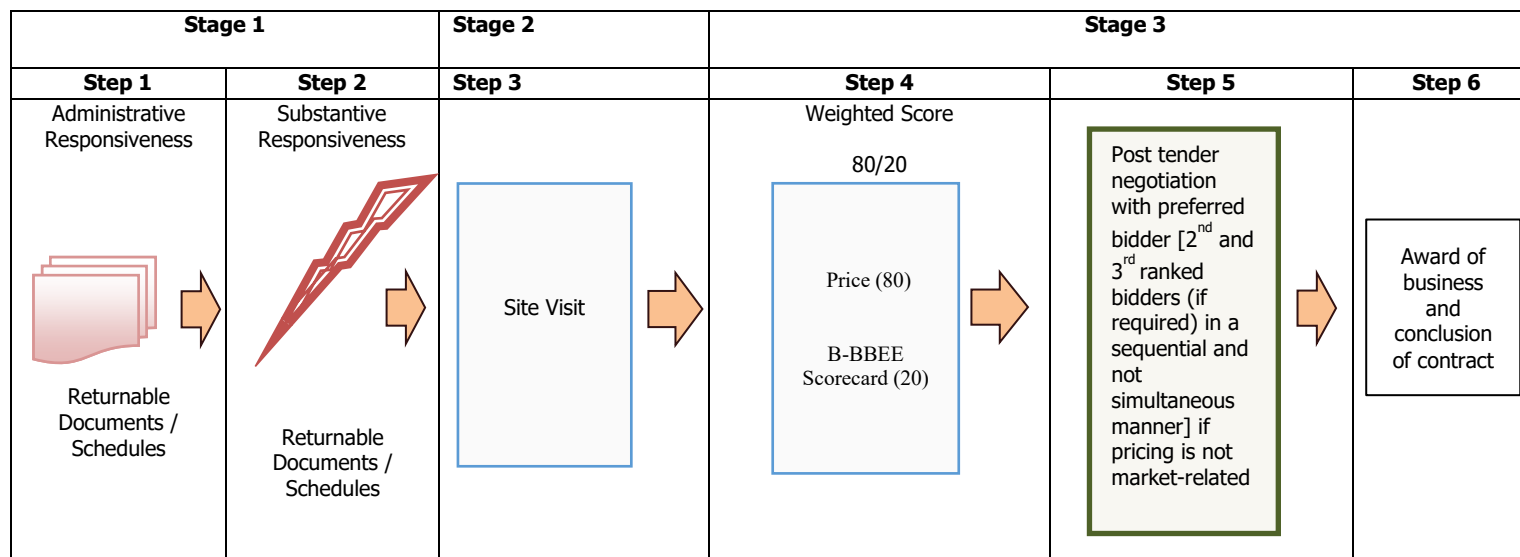
#### **5 GENERAL SERVICE PROVIDER OBLIGATIONS**

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



## 6 EVALUATION METHODOLOGY

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



*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 stages 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).*

### STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> <li>Bidder has signed SECTION 6: Certificate of Acquaintance with RFP Documents</li> </ul>

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

### 6.1 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness
<ul style="list-style-type: none"> <li>Bidder has completed SECTION 1: SBD1 Form</li> <li>Bidder has attended compulsory Briefing Session</li> <li>Bidder has submitted Public Liability Insurance of minimum R10 million</li> <li>Bidder has submitted Emission reduction Solution that include Technology and description of Solution Proposed</li> </ul>



• Bidder has submitted Emission reduction Solution Implementation Plan
• Bidder has submitted Emission reduction Solution that include List of Equipment and Vehicles that will be installed to implement the proposed solution
• Bidder has submitted Emission reduction Solution that include List of Chemicals and consumables that will be used to implement the proposed solution
• Bidder has submitted Emission reduction Solution that include List of Resources required to manage the installed solution
• Bidder has submitted 1x Client Reference where the proposed Emission reduction Solution had been successfully implemented including the agreement for site visit

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

## 6.2 STEP THREE: Site Visit

The Site visit will assess the following:

Criteria	Y/N
• Does the Proposed Solution reduce Emissions by 15% within 6 Months of Implementation?	
• Does the Installed Solution incorporate latest Technology?	
• Does the Proposed Solution include Maintenance Plan?	
• Will the Proposed Solution comply with AEL for Transnet Site?	
• Does the Proposed Solution promote clean site?	
• Does the Proposed Solution comply with Environmental Legislation?	

***Bidders must pass all the Above Site Visit questions to progress to [Step Four] for further evaluation. A Pricing Schedule will be issued to All Bidders who Passed [Step three] of the Evaluations***

## 6.3 STEP FOUR: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 80 points]:

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

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

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

Where:

$P_s$  = Score for the Bid under consideration  
 $P_t$  = Price of Bid under consideration  
 $P_{min}$  = Price of lowest acceptable Bid

**Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

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

Evaluation Criteria	Final Weighted Scores
Price	80
B-BBEE - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

#### 6.5 STEP FIVE: 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).

#### 6.6 STEP SIX: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Bid either by way of a Letter of Award or Letter of Intent where Transnet will negotiate any final terms and conditions of the contract with the successful Respondent(s). Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, 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**

**Pricing Schedule will be developed based on the Proposed Solution and sent to Bidders who passed stage three (3) of the Evaluation**



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

I/We \_\_\_\_\_  
 [name of entity, company, close corporation or partnership] of [full address]

\_\_\_\_\_

carrying on business trading/operating as

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

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

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

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

I/We hereby offer to 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/intent, 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 intent [the **Letter of Intent**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, 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 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 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: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

### NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier/Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

### VALIDITY PERIOD

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

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

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

(i) Registration number of company / C.C. \_\_\_\_\_

(ii) 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.

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

<b>RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
Section 1: SBD1 Form	
Annexure D: Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 8 of this RFP	
Annexure E: TAX compliance status and PIN	
ANNEXURE F: 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	
Annexure G: Bidder's Insurance	
Annexure H: Bidder has submitted Emission reduction Solution Description	
Annexure I: Bidder has submitted Emission reduction Solution Implementation Plan	
Annexure J: Bidder has submitted Emission reduction Solution that include List of Equipment and Vehicles that will be installed to implement the proposed solution	
Annexure K: Bidder has submitted Emission reduction Solution that include List of Chemicals and consumables that will be used to implement the proposed solution	
Annexure L: Bidder has submitted Emission reduction Solution that include List of Resources required to manage the installed solution	
Annexure M: Bidder has submitted 1x Client Reference where the proposed Emission reduction Solution had been successfully implemented	
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 8: B-BBEE Preference Claim Form	
SECTION 9: Protection of Personal Information	
Certificate of Attendance of Compulsory Briefing Session	



**ANNEXURE D:**

Bidder to attach Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 8 of this RFP

**ANNEXURE E:**

Bidder to attach TAX compliance status and PIN

---

Respondent's Signature

---

Date & Company Stamp

**ANNEXURE F:**

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

---

Respondent's Signature

---

Date & Company Stamp

**ANNEXURE G:**

Bidder must attach Public Liability Insurance

The SUPPLIER shall maintain comprehensive All Risk Asset insurance cover for its performance under the Agreement. In addition, the SUPPLIER shall obtain and ensure the cover remains in place for the duration of the contract General Public Liability insurance with the minimum level of cover being R10 million per incident, in the event that there is environmental incident (spillage, contamination etc.) on third party property due to the operational waste management activities.

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Respondent's Signature

---

Date & Company Stamp

**ANNEXURE H:**

Bidder must attach Emission Reduction Solution that include Technology and description of Solution Proposed

---

Respondent's Signature

---

Date & Company Stamp

**ANNEXURE I:**

Bidder must attach Emission Reduction Solution implementation Plan

The Emission Reduction Solution implementation Plan must include:

Solution Implementation Number of days required to implement the Solution. The Plan must list all activities to be undertaken un the solution implementation

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Respondent's Signature

---

Date & Company Stamp

**ANNEXURE J:**

Annexure J: Bidder has submitted Emission reduction Solution that include List of Equipment and Vehicles that will be installed to implement the proposed solution

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Respondent's Signature

---

Date & Company Stamp

**ANNEXURE K:**

Bidder must submit Emission Reduction Solution that include List of Chemicals and consumables that will be used to implement the proposed solution

#	Description	Size	Usage per Month
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

---

Respondent's Signature

---

Date & Company Stamp



**ANNEXURE L:**

Bidder must submit Emission Reduction Solution that include List of Resources required to manage the installed solution

Name	Role	Qualification

---

Respondent's Signature

---

Date & Company Stamp

**ANNEXURE M:**

Bidder must submit 1x Client Reference where the proposed Emission Reduction Solution had been successfully implemented

Client Name	Client Contact (Name, Contact No: & Email Address)	Contract Description	Contract Value (Incl. VAT)	Duration (Start & End Date)

---

Respondent's Signature

---

Date & Company Stamp

**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

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

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
2	Master Agreement and SLA attached
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Supplier Declaration Form and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading "Existing vendors".

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 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

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

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

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

16. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
17. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
18. 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.
19. 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;
20. 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;
21. 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;
22. 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;
23. 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;
24. 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
25. 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]***

- 26.** 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.

#### **BREACH OF LAW**

- 27.** 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

**SECTION 8:****B-BBEE PREFERENCE 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 Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution 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) **"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;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

**3. POINTS AWARDED FOR PRICE****3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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



Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 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>	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[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>.]</p>
<b>EME<sup>1</sup></b>	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

<sup>1</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

- 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 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 1.4 AND 6.1

- 6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)

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

## 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 an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 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 Service provider
- ☐ Other Service providers, 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 1.4

Respondent's Signature

Date & Company Stamp

and 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 1.4 and 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 B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, 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 9: PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this 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, 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:**

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

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/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za