

TRANSNET CORPORATE CENTREan Operating Division of **TRANSNET SOC LTD**[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP] [SERVICES]****FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN EMPLOYEE ASSISTANCE PROGRAMME (EAP) FOR A PERIOD OF THREE (3) YEARS**

RFP NUMBER:	TCC/2025/03/0001/90783/RFP
ISSUE DATE:	03 April 2025
BRIEFING SESSION:	14 April 2025@ 11h00 am
CLOSING DATE:	25 April 2025
CLOSING TIME:	16:00 PM
BID VALIDITY PERIOD:	180 Business Days from Closing Date

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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**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT INCUBATION TRAINING
PROGRAMMES FOR A PERIOD OF THREE (3) YEARS SECTION 1: SBD1 FORM**

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET CORPORATE CENTRE, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TCC/2025/03/0001/90783/RFP	ISSUE DATE:	03 April 2025	CLOSING DATE:	25 April 2025	CLOSING TIME:	16H00
DESCRIPTION	FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE EMPLOYEE ASSISTANCE PROGRAMME (EAP) FOR A PERIOD OF THREE (3) YEARS						
BID RESPONSE DOCUMENTS SUBMISSION							
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): https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO							
CONTACT PERSON	Nhlanhla Caluza						
TELEPHONE NUMBER	011 308 3508						
E-MAIL ADDRESS	Nhlanhla.Caluza@transnet.net						
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE						
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE						
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		

Respondent's Signature

Date & Company Stamp

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE			
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]	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]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS
1.1 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: _____

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**].

DESCRIPTION	FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE EMPLOYEE ASSISTANCE PROGRAMME (EAP) FOR A PERIOD OF THREE (3) YEARS
TENDER ADVERT	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.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. <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 https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>)</p>
COMMUNICATION	<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>

BRIEFING SESSION	<p>Yes Non-Compulsory</p> <p>A Non-compulsory briefing Session will be conducted virtually via Microsoft Teams on 14 April 2025, at 11h00 for a period of \pm 2 hours. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.</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: Nhlanhla.caluza@transnet.net</p>
CLOSING DATE	<p>16:00 pm on Wednesday, 25 April 2025</p> <p>Bidders must ensure that bids are uploaded timeously onto the system.</p> <p>Generally, if a bid is late, it will not be accepted for consideration.</p> <p><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. 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.</i></p>
VALIDITY PERIOD	<p>180 Business Days from the Closing Date</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>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.</p> <p>With regards to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12.</p>

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

2 FORMAL BRIEFING

A non-compulsory briefing Session will be conducted virtually on the **14 April 2025, at 11h00** for a period of \pm 1 hour. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

Respondent's Signature

Date & Company Stamp

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 e-Tenders 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

b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

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.

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 (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 Section 8, Clause 4.1 of the specific goals Claim Form.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to Nhlanhla Caluza before **12:00 pm on 22 April 2025**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 6.2 After the closing date of the RFP, a Respondent may only communicate with the **Nhlanhla Caluza** at telephone number **011 308 3508**, email Nhlanhla.Caluza@transnet.net on any matter relating to its RFP Proposal.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.4 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.
- 6.5 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.
- 6.6 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.

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 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.

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**. 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.

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to
TIP-OFFS ANONYMOUS:


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

Employee Assistance Programs (EAPs) is a short-term and voluntary work-based intervention, offered by employers as an employee benefit to provide support for employees who are experiencing life challenges or stressors that may impact their psycho-social functioning and productivity. EAP programs are designed to deal with many issues that confront modern-day employees like high-stress levels, economic challenges, personal and mental health issues that may negatively affect health, absenteeism, and productivity. EAP programs include counselling services to help employees overcome the negative effects of these challenges and are also equipped to provide preventive services and health promotion.

Transnet recognises that personal, professional, and environmental stressors if detected early, can prevent, or alleviate poor performance, accidents, and absenteeism. (EAPs) are crucial in today's workplace due to high-stress levels, economic challenges, and personal and mental health issues. EAPs address workplace stress, interpersonal relationships, organizational culture, financial stress, increased pressure, and mental health disorders. EAP service offerings include counselling, confidential assessments, and referrals for stress, anxiety, depression, substance abuse, and family problems. They improve productivity, reduce absenteeism and turnover, and create a supportive work environment. EAPs also reduce stigma associated with mental health and offer holistic support services beyond traditional counselling. Implementing a robust EAP can significantly enhance employee well-being, leading to a healthier, productive, and harmonious workplace. Modern EAPs operate by developing effective communication strategies, coaching and development, team alignment and conflict resolution, crisis management, comprehensive support services, work-life balance, and enhancing organizational culture. They contribute to building resilience, promoting well-being, and contributing to a positive organizational culture.

Implementing a modern EAP can significantly enhance organizational effectiveness, improve employee well-being, and create a supportive and resilient workplace. The post-global pandemic has also forced profound changes in our employees' personal and professional lives and will continue to test our capacities to relate in unprecedented ways. Employees are confronted with high debts due to the weak economy, social isolation, speed of change, interface with technology and mental health issues. Given the current challenges, a proactive and interdisciplinary approach must be adopted, that is geared towards addressing emerging health and wellness needs. To this end, the company has implemented an EAP, that seeks to address personal and work-related issues. The aim is to empower employees with requisite life and other skills to cope with difficult life challenges and work-related stressors so that work performance is not compromised. The EAP also assists Managers in their duty of care and performance management and provides support to enhance their managerial capacity to manage challenged employees.

The scope of work which is listed below is cater for Employee Assistance Programme (EAP) for approximately 55 000 Transnet employees and their dependent family members.

Transnet seeks to appoint a service provider to render a world-class and innovative EAP, which will adhere to the quality, standards, and norms of the industry in line with regularity standards ethics, clinical standards and protocols in an evolving and flexible manner. The service provider should also be able to deliver this programme in 12 official languages endorsed in South Africa. Transnet employees and their dependents must be able to access virtual services from wherever they may be located including outside of South Africa. The service provider needs to have national footprint which will cater for Transnet in all operational areas. This should include the capability to provide face-to-face counselling in all areas including remote areas like (Sishen, Carolina, Ulundi, etc).

- 1.1. The service provider will render services across all six Core Operating Divisions (ODs) of Transnet:
 - a) Transnet Port Terminals (TPT).
 - b) Transnet National Ports Authority (TNPA).
 - c) Transnet Engineering (TE).
 - d) Transnet Freight Rail (TFR) TFROG and TRIPM.
 - e) Transnet Pipelines (TPL).
 - f) Transnet Property (TP).
 - g) As well as all Transnet Support units, including but not limited to Transnet Corporate Centre (TCC) and Transnet Academy.
- 1.2. Transnet requires to implement the following:
 - a) An EAP that is beyond the basic standards of a typical EAP programme i.e.
 - 1.2.1. Counselling & debriefing Services
 - 1.2.2. Education, Awareness & Training
 - 1.2.3. Marketing & Communication
 - 1.2.4. Organizational services consultation Services

1.3. Targeted interventions, supported by business intelligence using the following performance metrics:

- a) Utilisation rate
- b) Engagement rates
- c) Unplanned absenteeism rate
- d) Sick absenteeism rate
- e) Return on investment.

1.4. An EAP that is aligned to Transnet's organizational strategy and must be effective, integrated and premised on strong principles of partnerships and accountability.

1.5. A programme that is flexible and evolves over time to respond to the changing needs of Transnet.

1.6. An EAP programme that is able to address the emerging health and wellness risks, health scares and pandemics.

1.7. The selected EAP provider should be able to deal with all levels of employees including having a clear plan of servicing employees living with disabilities.

1.8. Transnet needs a service provider which will be able to provide debt management services for example debt mediation, reviews, rehabilitation and consolidation.

1.9. The programme must be delivered nationally and within the timelines agreed upon depending on the nature of the service as agreed upon.

1.10. The service provider must advance digital technology, however should also be able to engage in physical sessions when required.

1.11. The service provider must be able to demonstrate the capacity to implement other human capital related projects such as coaching, team interventions and organizational health and culture programs. The coaching programme should be able to address issues of abrupt behaviour (such as bullying) with relevant and appropriate experts to deal with such matters.

1.12. The EAP support and services must take into account various ways of working and the possible negative impact on employees, which may include remote working, managing virtual interactions and social isolation.

1.13. The service provider must engage with the different operating divisions in a meaningful way by customizing services and products to the business requirements of each operating division.

2. THE SCOPE OF WORK WILL INCLUDE THE FOLLOWING AREAS:

2.1. Counselling Services (Capitation Fee)

Types of Counselling required will include but not be limited to the below:

2.1.1. Debriefing for critical incident stress and trauma

2.1.2. Preventative wellness programs

2.1.3. Loss and bereavement

- 2.1.4. Issues with family and relationships
- 2.1.5. Divorce issues
- 2.1.6. Physical and emotional abuse
- 2.1.7. Problems at Work/School
- 2.1.8. Financial management & Legal Issues
- 2.1.9. Interpersonal communication
- 2.1.10. Alcohol, gambling, and substance addiction.
- 2.1.11. Trauma, HIV/AIDS, and other chronic diseases, as well as anxiety, stress, depression, and suicidal thoughts.
- 2.1.12. The service provider must provide a toll-free supportive counselling service for Transnet employees and their dependant families members 24 hours a day, 7 days a week, 365 days a year.
- 2.1.13. The service must include counselling for teenagers. The service must include counselling for children especially when there is a death / traumatic event.
- 2.1.14. The model must include a minimum of six (6) counselling sessions per employee per issue, with the option to extend the sessions on an "as and when" required basis which requires pre-approval by the Operating Division Employee Wellness Programme (EWP) manager. There should be an opportunity to request two more if needed, based on merit.
- 2.1.15. The service provider must offer counselling to employees and their dependant family members, with at least 90% face-to-face and 10% virtual sessions.
- 2.1.16. The service should be available in the eleven official languages including sign language and the national footprint of the Service provider to be sound to accommodate Transnet employees at remote sites across the country. The availability of the affiliates needs to match the Transnet geographical map Trauma debriefing must be available twenty-four hours a day, seven days a week and three hundred and sixty-five days a year. After-hours access to this type of service must be available.
- 2.1.17. The service package must include:
 - (a) In-person session
 - (b) Electronic on-line advisory services
 - (c) SMS & Call back system
 - (d) Management advisory
- 2.1.18. The service provider must be able to set up on-site (counselling clinics) as per the Transnet protocol on size and number of employees on site and accessibility of the site, including remote sites.
- 2.1.19. The service provider must provide reports on individual formal referral counselling cases that must follow the following format:
 - (a) Formal report after the second session, to provide progress
 - (b) Final report after the final session; and

- (c) Regular progress feedback in between to the EWP manager(s) or referring agent.
- (d) The latter may be in the form of an e-mail or written feedback for record keeping.

2.1.20. The service provider must provide confirmation and a plan regarding the following:

- (a) A continuity plan for dealing with unforeseen matters including when the call centre is down and a plan for immediate replacement of exiting key account managers which could compromise and disrupt the services.
- (b) Have a mechanism to prove that contact was initiated with the client e.g. SMS response confirmation.
- (c) To implement a reference number tracking system and share call centre protocols within a week of service launch.
- (d) To provide Transnet with registered affiliates who have a proven track record and follow standardized professional processes of their professional bodies. The services provider must also provide a clear record of vetting affiliates and their premises where they provide services. The service provider must have a clear on-boarding plan for all affiliates and professional consultants who will serve on the Transnet contract.
- (e) Ensure active involvement of key account managers in Transnet processes and be proactive in addressing issues of wellness in Transnet and be able to escalate unresolved issues.
- (f) The capacity to dispatch specialised training skills when required. e.g., Counsellors with trauma management experience.
- (g) To develop effective communication strategies within the organization to ensure that employees are well-informed about available resources and support, as well as to provide a communication and marketing plan to improve Employee Assistance Programme service delivery.
- (h) The communication and marketing plan must include how the service will be delivered to all levels of employees and implement surveys that will continue to assist Transnet to understand and be informed of the current state of wellness. These surveys must use an approved model in assessing the behavioural performance of the organisations based on wellness issues that could be identified.

2.2. Awareness, education, and training (Group Sessions) (Capitation Fee)

Transnet will accommodate both in person and on-line sessions based on the request and agreements

2.2.1. The briefing sessions on the EAP services must be limited and must form part of the capitation fee.

2.2.2. The awareness session on the following topics:

- (a) Financial Management,
- (b) Fatigue Management,
- (c) Trauma Management,

- (d) Mental health which will include but not limited to stress management, self-care and resilience,
- (e) Substance Abuse including gambling programmes,
- (f) Anti-smoking programmes,
- (g) Relationships & Parenting,
- (h) Conflict Resolution and
- (i) Antbullying.

2.2.3. These sessions should be no longer than one (1) hour and will thus be included in the capitated fee (300 sessions per annum).

2.2.4. The briefing sessions will include employees, HR managers and relevant stakeholders.

2.2.5. Managerial training and training of all HR practitioners must be offered. All training material must be customised to the target group.

2.2.6. Training on various business needs and risk emanation from the business. These would include but not limited to the marine cadet life skill programme, diversity management, personal mastery and resilience enhancement, conflict resolution, woman and gender and stress management.

2.3. Health, Wellness and Risk Management (Fee for service structure)

2.3.1. The health, wellness and risk management services must include:

- (a) Personalised health risk assessment which will form part of the wellness day offering.
- (b) Support and engagement with employees after health risk assessments as part of a follow-up plan.
- (c) HIV Counselling and Testing (HCT) be conducted as component of wellness days within an integrated model or as campaigns, as decided by the various Operating Divisions.
- (d) The management of wellness days with the Transnet functionaries ranging from project planning, sourcing providers, engagement with on-site functionaries and managing the overall event.
- (e) The overall wellness day management fall within this ambit.
- (f) Working with medical schemes or other providers to assist employees in managing their health risks.
- (g) The demonstration of an on-line system to track employees who have health risks and for subsequent follow-up.

2.4. Executive Wellness (Fee for service structure)

Transnet standard is to provide a bi-annual executive wellness assessment which is risk-based and considers Physical risks, a mental health and stress inventory, burn-out inventory and any other risks that individual Executives may encounter in the course of their jobs.

The executive wellness services must include the following:

- (a) Ensure an active follow-through, engagement and after assessment support strategy for executives.
- (b) One-on-one-engagement sessions once a month that will support Executives in their own environment.

2.5. EAP Consulting services

The Employee Wellness programme of Transnet has become an important business intervention in enhancing performance and in the business retaining a competitive edge. This has been achieved mainly through the EAP being a major consultant to the business in designing and implementing solutions to business needs.

- (a) Life-skills and support programme, e.g., resilience programme and other tailor-made life skills programmes
- (b) Fatigue management

2.6. The Service Provider must demonstrate a competence in assisting Transnet with the above and would not be limited to the projects and programmes / solutions mentioned above.

2.7. The expectation would be to assist in research, design, plan, implement and monitoring of new projects required by the business; and

2.8. These could also include talk shops as opposed to workshops monthly to address trends identified on:

- (a) Fatigue management
- (b) Relationship issues – work and personal
- (c) How to deal with conflict
- (d) Resilience building in our changing environment
- (e) How to deal with change
- (f) Stress management
- (g) Money matters

2.9. Lifestyle management services which include advanced debt management, review, and consolidation (capitation fee structure)

The bidder must provide coaching & advice to Transnet employees regarding the lifestyle management services including the following:

2.9.1. Advanced Financial Management

2.9.2. Debt rehabilitation and management inclusive of:

- (a) debt counselling and debt review and negotiate with creditors on behalf of employees.
- (b) Debt consolidation and assist with debt recovery.
- (c) Ability to engage with both managerial and non-managerial employees.
- (d) Workshops on money tips.
- (e) Face-to-face contact and coaching for the employees on financial wellness matters with availability of onsite consultants to engage with employees as required, which at least 60% of cases will be face to face.
- (f) Broader Financial Management and Literacy (Money management and budgeting).
- (g) Model of limitless telephonic and electronic access and a maximum of 3 face to face contact sessions per financial challenge experienced.
- (h) Legal advice and guidance.

- (i) Value added services.

2.10. Marketing and communication services

Marketing and communication services must include the following, the design and printing in colour of which should be included in the capitation fee structure:

- a) Design a marketing and communication plan, which will take into the creation of content for supporting the Transnet EAP, by a Content Enablement Strategy, reinforced by an action plan that integrates Transnet Corporate Plan, and the Wellness its employees, into an EAP Marketing and Communication (Content Enablement) Charter.
- b) The creation and distribution of promotional material, which must be Transnet branded in line with the Corporate Identity Guidelines.
- c) Promotional items will amongst others consist of:
 - i. Online communication and marketing, e.g., able to facilitate webinars etc.
 - ii. Posters
 - iii. Wallet cards
 - iv. Brochures / pamphlets /digital posters
 - v. Manager / supervisor, HR user guides (booklets and hand-outs)
 - vi. Production of DVDs on various EAP related topics
 - vii. Management of the website
 - viii. Social media platforms
 - ix. SMS; WhatsApp, mobile apps, etc.
 - x. E-mailers
 - xi. Screen savers
 - xii. Articles, and
 - xiii. Adapt to the use of technology and evolving trends in the marketing and communication space.
- d) Innovative ways of engagement and flexibility (cover non-management - and managerial employees)

2.11. The Service Provider must be involved in on-site marketing and communication of services, campaigns and road shows.

2.12. Orientation sessions for managers and employees; and

2.13. The Service Provider must demonstrate marketing and communication expertise either internal to the company or as an outsourced competency.

2.14. Programme management

The programme management must include the following:

- a) The provision of an overall key account manager for the Service Level Agreement as well as dedicated account managers per Operating Division. The key account manager will work closely with Group Occupational Health and Wellness and the OD's.

- b) The service Provider must orientate their call centre agents, account managers and relevant functionaries to the business of Transnet; and
- c) The Service Provider must have relevant expertise to be deployed to the different Transnet projects.
- d) Performance management.
- e) Integration, cross-referral among service providers e.g. EAP service providers, Occupational health service, medical aids and absence management service providers.
- f) Project Management skills will be expected of all human resources deployed to the Transnet accounts.
- g) Demonstration of quality management processes with all projects but in the generation of reports, statistics, and trend analyses for Transnet.
- h) The mapping of processes in alignment with Transnet standard operating procedures and aligned to other internal functional areas or other Service Providers, to provide seamless services to employees is essential.
- i) Complaints and compliments system, accessible to the Transnet Employee Wellness manager.
- j) The Service Provider must demonstrate a return on investment which will underpin the quarterly review process of the SLA.
- k) Participation in various governance forums would be expected.
- l) Reports on relevant projects will be expected.
- m) Monthly statistical reports, quarterly statistical narrative reports, as well as annual reports are required. The service provider must be able to demonstrate the use of the service, the impact, and provide analytic feedback with recommendations.
- n) Ad-hoc reports may be requested as well as dashboard reporting for various EXCO meetings.
- o) Employee satisfaction surveys will be expected after 6 months of the commencement of the SLA. The satisfaction survey must be immediate and after the service offering, with Transnet having the opportunity to have evidence of satisfaction without divulging participant information.
- p) Electronic health information must be shared utilizing various means including PowerPoint presentations; and
- q) The Account manager must meet with terminals/sites monthly.

2.15. Monitoring and evaluation

2.15.1. Monitoring and evaluation should include the following:

- a) EAP Services must be monitored, and practical recommendations actioned.
- b) Internal functionaries must be supported with the implementation of recommendations.
- c) Reports must be customized according to the business requirements.
- d) Trend analyses and evaluations of programmes are a prerequisite.
- e) The reporting must be configured in such a manner that it can integrate into Transnet business structures and areas.

2.16. Organisational Health (Fee for service structure)

Organisational health should include the following:

- a) Coaching services for managers and executives to assist with new managers and where recommended as part of wellness and team interventions, including providing coaching for abrupt behaviour (coaching for the bully).
- b) Assist managers in terms of coaching or performance.
- c) Team health which includes assessments, recommendations and where required implementation of actual interventions.
- d) Assistance with the Exit Management process i.e., conduct exit interviews and data analysis.

2.17. Key behaviours expected within the Transnet environment.

- 2.17.1. A keen ability to understand business partnering and an ability to engage with various stakeholders. This includes HR, Safety and Risk, Occupational Health and many more.
- 2.17.2. Partnership to work in co-operation with others Service Providers who manage components of the employee wellness function, to maximize in efficiencies. These could be related to disability, absenteeism management, HIV/AIDS, diseases management, amongst others.
- 2.17.3. The Service Provider must become an integral member of the Transnet team by understanding the environment in which they are rendering a service.
- 2.17.4. The dynamics of transversal contract, value managed at a Group level but operationally managed at Operating Division level should also be factored into the Service Provider's planning.
- 2.17.5. An understanding that the current EAP has evolved beyond the basic generic service offering is key to this contract.
- 2.17.6. Timeous corrective actions where required on projects, services and challenges; and
- 2.17.7. An ability to be flexible, adaptable and to manage the function within tight organizationally imposed deadlines.

2.18. General

- 2.18.1. Respondents should note that Transnet requires a one (1) month handover period at no charge, commencing from the date of the award of business (clinical cases agreement between the new and old service provider).
- 2.18.2. Transnet also required in respondents to be able to retain the current Transnet Employee Assistance Program Toll Free number.
- 2.18.3. A system that can easily track a case by surname, SAP/employee number, ID number as the identifier for the clinical team; (POPI, Act.) client consent.
- 2.18.4. Intellectual Property of any new content development remains the property of Transnet.

2.18.5. As Transnet pursues more digital platforms for efficiency and in alignment with its 4IR strategy, the contracted service provider needs to demonstrate value added services such as mobile apps, gamification ability amongst others; and

2.18.6. The service provider must ensure personal and professional liability insurance for the affiliates who come onto Transnet premises.

2.19. Benefits to Transnet

2.19.1. Transnet must be able to receive reduced cost of acquisition and improved service benefits resulting from the economies of scale.

2.19.2. Transnet must be able to satisfy user needs through the service provider ensuring maximum accessibility to the service through different media.

3. 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.*

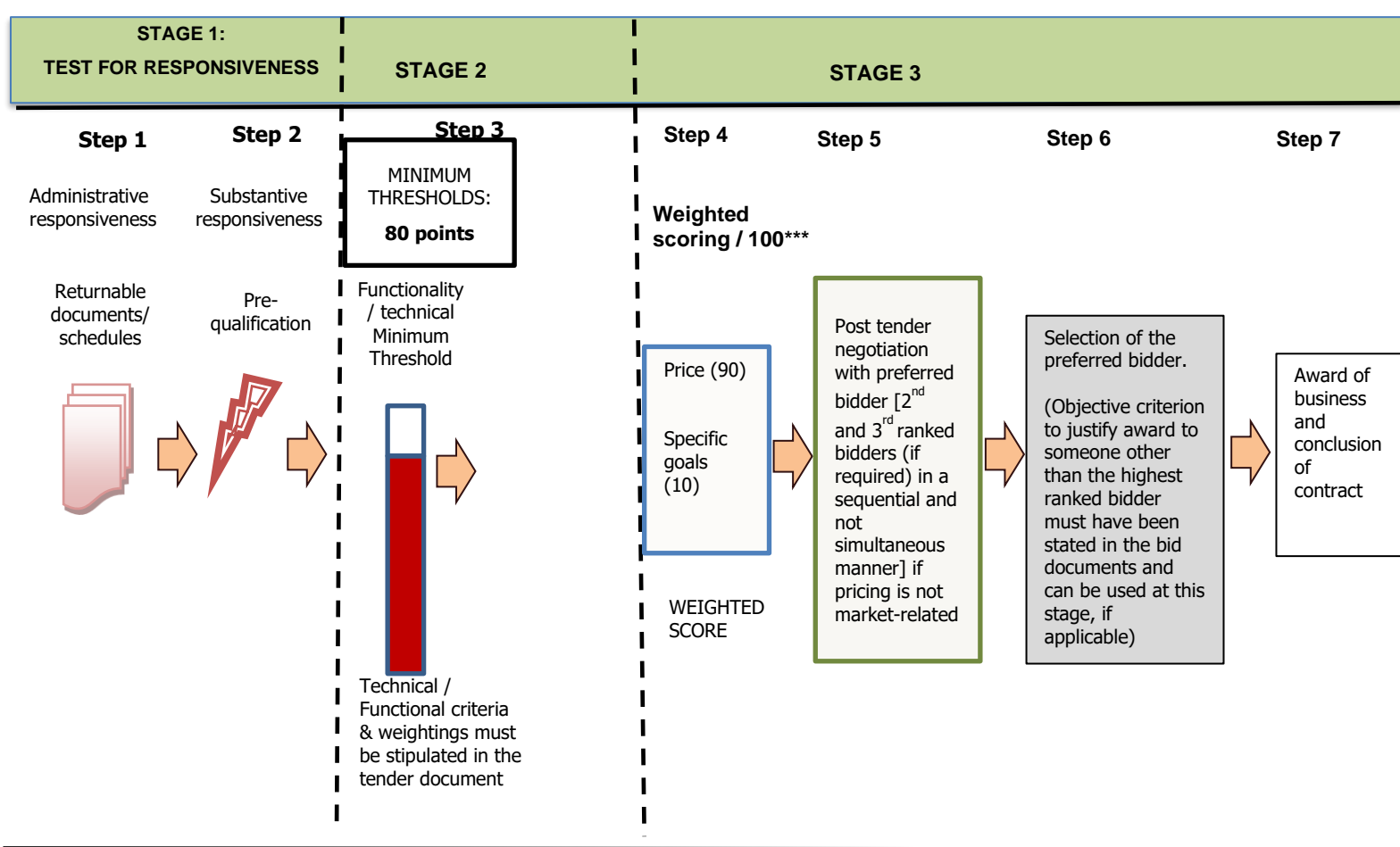
4. GENERAL SERVICE PROVIDER OBLIGATIONS

4.1 The Service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

4.2 The Service provider(s) must comply with the requirements stated in this RFP.

5. 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 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).

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1.1. 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">Whether the Bid has been lodged on time	<i>Section 2 paragraph 3</i>
<ul style="list-style-type: none">Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

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

1.2. 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">Whether the Bid contains a priced offer as prescribed in the pricing schedule	<i>Section 4</i>
<ul style="list-style-type: none">Proof of registration with Employee Assistance Professionals Association of South Africa (EAPA-SA)	<i>Annexure H</i>

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

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1.3. STEP THREE – Minimum Threshold 80 points for Technical Criteria

Technical Evaluation Criteria	Reference	Maximum Points
<p>Bidder`s Experience in employee wellness programmes</p> <p>Bidders must provide signed client reference letters on official client letterhead, demonstrating their experience in running employee wellness programme over the past 5 years. Each reference letter should include the client's name, contact numbers, email address, a description of the work done, and the duration of the contract. The bidder must have done work in a large entity with employees from 10 000 or more employees. The bidder needs to submit 1 to 5 reference letters.</p> <ul style="list-style-type: none"> - No experience with large entity employee wellness programme submitted [0] - 1-2 years' experience in a large entity conducting employee wellness programme [5] - 3-4 years' experience in a large entity conducting employee wellness programme [10] 5 or more years' experience in a large entity conducting employee wellness programme [15] 	<p>Annexure I</p>	<p>10</p>
<p>Key Personnel Previous Experience</p> <p>Bidder to provide a CV as per the CV template showing capacity experience of the key resources. Highlighting the experience in employee wellness programme:.</p> <p>Bidder to provide an organogram of the supporting team which will be handling the Transnet account showing the capacity and experience of each team member. Bidders to submit CVs with relevant.</p> <p>Qualifications & Experience</p> <p>Key Account Manager [5]</p> <ul style="list-style-type: none"> - No experience submitted [0] - (1) -(5) years of employee wellness programme experience with relevant NQF 7 qualifications [2] - (6) -(8) years of employee wellness programme experience with relevant NQF 7 qualifications [3] - 9 or more years of employee wellness programme experience with relevant NQF 7 qualifications [5] <p>Case Manager [5]</p> <ul style="list-style-type: none"> - No experience submitted [0] - (1) -(5) years of employee wellness programme experience with relevant NQF 7 qualifications [2] - (6) -(8) years of employee wellness programme experience with relevant NQF 7 qualifications [3] - 9 or more years of employee wellness programme experience with relevant NQF 7 qualifications [5] <p>Specialist Business Intelligence or Data Analyst [5]</p> <ul style="list-style-type: none"> - Less than 1 year experience submitted [0] - (1) -(5) years of employee wellness programme experience with relevant NQF 7 qualifications [2] 	<p>Annexure J</p>	<p>40</p>

Technical Evaluation Criteria	Reference	Maximum Points
<ul style="list-style-type: none"> - (6) -(8) years of employee wellness programme experience with relevant NQF 7 qualifications [3] - 9 or more years of employee wellness programme experience with relevant NQF 7 qualifications [5] <p>Organisational Health Specialists [5]</p> <ul style="list-style-type: none"> - No experience submitted [0] - (1) -(5) years of employee wellness programme experience with relevant NQF 6 qualifications [2] - (6) -(8) years of employee wellness programme experience with relevant NQF 7 qualifications [3] - 9 or more years of employee wellness programme experience with relevant NQF 7 qualifications [5] <p>Financial Advisor Specialist [5]</p> <ul style="list-style-type: none"> - No experience submitted [0] - (1) -(5) years of employee wellness programme experience with relevant NQF 7 qualifications [2] - (6) -(8) years of employee wellness programme experience with relevant NQF 7 qualifications [3] - 9 or more years of employee wellness programme experience with relevant NQF 7 qualifications [5] <p>Legal Advisor Specialist [5]</p> <ul style="list-style-type: none"> - No experience submitted [0] - (1) -(5) years of employee wellness programme experience with relevant NQF 7 qualifications [2] - (6) -(8) years of employee wellness programme experience with relevant NQF 7 qualifications [3] - 9 or more years of employee wellness programme experience with relevant NQF 7 qualifications [5] <p>Call Centre Professionals [5]</p> <p>Bidder to provide an organogram of the call centre team showing the capacity and experience of each team member:</p> <ul style="list-style-type: none"> - No experience submitted [0] - (1) -(5) years of employee wellness programme experience with relevant NQF 7 qualifications [2] - (6) -(8) years of employee wellness programme experience with relevant NQF 7 qualifications [3] - 9 or more years of employee wellness programme experience with relevant NQF 7 qualifications [5] 		
<p>Bidder's Client Reference in debt management, rehabilitation, review, consolidation, mediation & consultation)</p>	Annexure K	10

Technical Evaluation Criteria	Reference	Maximum Points
<p>Bidder`s Experience in Debt management, rehabilitation, review, consolidation, mediation & consultation</p> <p>Bidders must provide signed client reference letters on official client letterhead, demonstrating their experience in running debt management, rehabilitation, review, consolidation, mediation & Consultation over the past 5 years. Each reference letter should include the client's name, contact numbers, email address, a description of the work done, and the duration of the contract. The bidder needs to submit 1 to 5 reference letters.</p> <ul style="list-style-type: none"> - No experience with Debt Management etc. submitted [0] - 1-2 years' experience in conducting Debt Management etc. [5] - 3-4 years' experience in conducting Debt Management etc. [10] <p>5 or more years' experience in conducting Debt Management etc. [15]</p>		
<p>The Approach/ Methodology</p> <p>Bidders must provide a detailed methodology and approach on how the required. services will be provided. The methodology and approach must be aligned to the scope of work (SOW) and requirements detailing the following:</p> <ul style="list-style-type: none"> • Counselling Services (5) Methodology and approach are presented at a high level, with little to no details supplied for the related output of the scope of work [2] Submission of the methodology and approach, along with succinct justifications for the related output of the scope of work [3] Submission of the methodology and approach, along with specific information for the necessary output on the scope of work [5] • Health, Wellness & Risk Management (5) Methodology and approach are presented at a high level, with little to no details supplied for the related output of the scope of work [2] Submission of the methodology and approach, along with succinct justifications for the related output of the scope of work [3] Submission of the methodology and approach, along with specific information for the necessary output on the scope of work [5] • Organisational Health Services (5) Methodology and approach are presented at a high level, with little to no details supplied for the related output of the scope of work [2] Submission of the methodology and approach, along with succinct justifications for the related output of the scope of work [3] Submission of the methodology and approach, along with specific information for the necessary output on the scope of work [5] • Awareness, Education & Training (5) Methodology and approach are presented at a high level, with little to no details supplied for the related output of the scope of work [2] Submission of the methodology and approach, along with succinct justifications for the related output of the scope of work [3] Submission of the methodology and approach, along with specific information for the necessary output on the scope of work [5] • Lifestyle Management (5) Methodology and approach are presented at a high level, with little to no details supplied 	Annexure L	35

Technical Evaluation Criteria	Reference	Maximum Points
<p>for the related output of the scope of work [2]</p> <p>Submission of the methodology and approach, along with succinct justifications for the related output of the scope of work [3]</p> <p>Submission of the methodology and approach, along with specific information for the necessary output on the scope of work [5]</p> <ul style="list-style-type: none"> Executive Wellness (5) Methodology and approach are presented at a high level, with little to no details supplied for the related output of the scope of work [2] Submission of the methodology and approach, along with succinct justifications for the related output of the scope of work [3] Submission of the methodology and approach, along with specific information for the necessary output on the scope of work [5] Implementation of Advanced Financial management, detailing on how to do debt management, debt review, debt consolidation and debt rehabilitation process (5) Methodology and approach are presented at a high level, with little to no details supplied for the related output of the scope of work [2] Submission of the methodology and approach, along with succinct justifications for the related output of the scope of work [3] Submission of the methodology and approach, along with specific information for the necessary output on the scope of work [5] 		
Total Weighting:		100
Minimum qualifying score required:		80

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

The minimum threshold for technical/functionality must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation.

1.4. STEP FOUR: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> Commercial offer 	<i>Section 4</i>

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

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

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 preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 8, Clause 4.1 of the specific goals Claim Form.

1.5. **SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Threshold
Technical / functionality	80

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals – Scorecard	10
TOTAL SCORE:	100

1.6. **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).

1.7. **STEP SIX: 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:

- All Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
- The financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;

- A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
- 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,
- 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

1.8. STEP SEVEN: 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 SCHEDULE*Respondents are required to complete the table below***Price and Price Details:****Table A: Pricing utilising a capitated method.**

No	Description of Service	Selling price per employee per month	Total selling price per month All calculated at a headcount of 52000 employees
1	Counselling Services		
2	Briefing Sessions		
3	Awareness Sessions		
4	All Lifestyle Management Telephonic Services		
5	Attendance at Forums, Meetings, and Operational Meetings		
6	Advanced Financial Management including debt management, debt review, debt consolidation, and debt rehabilitation process		
7	Posters – 04 (Four) sets per annum		
	A3 Poster		
	A4 Poster		
	A5 Poster		
8	Reporting (Monthly, Quarterly and Annually). Trend Analyses and Ad Hoc Reporting		
	Monthly Report		
	Quarterly Report		
	Annual Report		
	Twenty-Four (24) Ad hoc Reports		
9	Dipsticks/mini-surveys and data analysis (1Annually)		
10	Mobile App (Subscriptions)		

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Table B: Fee for Service

Description of Service	UOM	Qty*	Fee for Service (excl. VAT)	Total Per Annum
Education and Training Sessions	per session			
Wellness day Admin Fee	per day			
Nutritionist Services	per hr			
Executive Wellness assessment	per hr			
Team Integration Assessment	per hr			
Team Health Interventions	per hr			
Coaching Sessions	per session			
Mobile App	per update			
Webpage Updates	per update			
HIV Counselling and Testing (HCT)	Per Person			
Full Medical Assessment	Per Person	2000		
Exit Management Interviews	per person	500		
Mobile App (Subscriptions)	per annual	1		
Travel (Transnet will not pay for the first 100 km of travel to destination)	per Km			

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

N.B. Failure to submit the relevant pricing schedule on or before the closing date of this tender will result in the respondent being disqualified.

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-

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- (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) 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.
- a) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing the following price indices. [Not to be confused with bid validity period Section 2]

.....

.....

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), 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.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. 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:

2.1 Quality and specification of Services delivered:

2.2 Continuity of supply:

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

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 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, 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 Services within 2 [two] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any

Respondent's Signature

Date & Company Stamp

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: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**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.

(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)
--	-------------------	--------------

Respondent's Signature

Date & Company Stamp

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	<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>
Returnable Documents Used for Scoring	<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>
Essential Returnable Documents	<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>

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:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4: Pricing and Delivery Schedule	
SECTION 6: Certificate of Acquaintance with RFP, Terms & Conditions & Applicable Documents	

Respondent's Signature

Date & Company Stamp

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:

Insert any documents to be used for the technical evaluation and preference points that will not result in disqualification but a score of zero for that aspect of the technical evaluation, e.g., number of references or CVs required.

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
ANNEXURE F: Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP (Valid B-BBEE certificate or Sworn-Affidavit as per DTIC guidelines)	
ANNEXURE I: Bidder's Experience in employee wellness programmes Bidders must provide signed client reference letters on official client letterhead. Each reference letter should include the client's name, contact numbers, email address, EAP-related services rendered, and the duration of the contract. The bidder must have done work in a large entity with employees from 10 000 or more employees. The bidder needs to submit 1 to 5 reference letters.	
ANNEXURE J: Key Personnel Previous Experience Bidder to provide a CV as per the CV template showing capacity and experience of the key resources. Highlighting the experience in employee wellness programme: Bidder to provide an organogram of the supporting team which will be handling the Transnet account showing the capacity and experience of each team member.	
ANNEXURE K: Bidder's Client Reference in debt management, rehabilitation, review, consolidation, mediation & consultation) Bidders must provide signed client reference letters on official client letterhead. Each reference letter should include the client's name, contact numbers, email address, detailed information on the related services rendered within debt management, rehabilitation, review, consolidation, mediation & consultation service, and the duration of the contract.	
ANNEXURE L: The Approach/ Methodology Bidders must provide a detailed methodology and approach on how the required services will be provided. The methodology and approach must be aligned to the scope of work (SOW) and requirements detailing the following: <ul style="list-style-type: none"> • Counselling Services • Health, Wellness & Risk Management • Organisational Health Services Awareness • Education & Training • Lifestyle Management • Executive Wellness 	

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
<ul style="list-style-type: none"> Advanced Financial management, detailing on how to do debt management, debt review, debt consolidation and debt rehabilitation process 	

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:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
ANNEXURE A MASTER AGREEMENT	
ANNEXURE B TRANSNET'S GENERAL BID CONDITIONS	
ANNEXURE C TRANSNET'S SUPPLIER INTEGRITY PACT	
ANNEXURE D NON-DISCLOSURE AGREEMENT	
ANNEXURE E: TAX COMPLIANCE STATUS AND PIN	
ANNEXURE F: Bidder to attach valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP (Valid B-BBEE certificate or Sworn-Affidavit as per DTIC guidelines)	
ANNEXURE G: 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	
SECTION 1: SBD1 Form	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 8: RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Claim Form	
SECTION 10: Protection of Personal Information	
SECTION 11: Protection of Personal Information (Operator)	

Respondent's Signature_____
Date & Company Stamp

Annexure E:

Bidder to attach TAX compliance status and PIN

Respondent's Signature

Date & Company Stamp

ANNEXURE F:

Bidder to attach valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)

Respondent's Signature

Date & Company Stamp

Annexure G:

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 H:

Proof of registration from Employee Assistance Professionals Association of South Africa (EAPA-SA)

Respondent's Signature

Date & Company Stamp

Annexure I:**Bidder experience in employee wellness programmes**

Bidders must provide signed client reference letters on official client letterhead, demonstrating their experience in running employee wellness programme over the past 5 years.

Each reference letter should include the client's name, contact numbers, email address, EAP-related services rendered, and the duration of the contract. The bidder must have done work in a large entity with employees from 10 000 or more employees. The bidder needs to submit 1 to 5 reference letters.

NB: Reference letter not complying with the following requirements will NOT be considered for evaluation:

- Reference letter must be on the Company Letter Head with Company name, contact person and details.
- Description of services relevant to the employee wellness programme as per the scope of work.
- Contract Value.
- Signed references letter by the client

NB: Documents/table etc that do not contain the information required above may not be clear for evaluation, and thus lead scoring zero point.

Annexure J:

Bidder to provide a CV as per the CV template showing capacity and experience of the key resources. Highlighting the experience in employee wellness programme:

Bidder to provide an organogram of the supporting team which will be handling the Transnet account showing the capacity and experience of each team member.

Using the format below, provide information on resources proposed to represent the Bidder:

Name and Surname				
Proposed portfolio for the Position				
Date of Birth				
Nationality				
NQF Level				
No. of years' experience				
Experience				
Client	Client Contact (Name, Contact Number, Email address)	Scope of Work Description	Scope of Work Value (Incl. VAT)	Scope of Work Duration (From -To)

Bidder must complete the table above, Bidders who substitute the above table with their own document/ table/CV's etc, must ensure that their substitute document/table etc include the same information required in the table.

NB: Documents/table etc that do not contain the information required above may not be clear for evaluation and thus lead scoring zero point

Respondent's Signature

Date & Company Stamp

Annexure J:**Bidder`s Client Reference in debt management, rehabilitation, review, consolidation, mediation & consultation)**

Bidders must provide signed client reference letters on official client letterhead, demonstrating their experience in running debt management, rehabilitation, review, consolidation, mediation, & Consultation over the past 5 years. Each reference letter should include the client's name, contact numbers, email address, a description of the work done, and the duration of the contract. The bidder needs to submit 1 to 5 reference letters.

NB: Reference letter not complying with the following requirements will NOT be considered for evaluation:

- Reference letter must be on the Company Letter Head with Company name, contact person and details.
- Description of services relevant in the debt management, rehabilitation, review, consolidation, mediation & consultation as per the scope of work.
- Contract Value.
- Signed reference letter by the client

NB: Documents/table etc that do not contain the information required above may not be clear for evaluation and thus lead scoring zero point.

Respondent's Signature

Date & Company Stamp

Annexure L:
The Approach/ Methodology

Bidders must provide a detailed methodology and approach on how the required services will be provided. The methodology and approach must be aligned to the scope of work (SOW) and requirements detailing the following:

- Counselling Services
- Health, Wellness & Risk Management
- Organisational Health Services Awareness
- Education & Training
- Lifestyle Management
- Executive Wellness
- Advanced Financial management, detailing on how to do debt management, debt review, debt consolidation and debt rehabilitation process

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:

•	Transnet's General Bid Conditions
•	Master Agreement attached
•	Transnet's Supplier Integrity Pact
•	Non-disclosure Agreement

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 _____

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:

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

Respondent's Signature_____
Date & Company Stamp

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 interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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 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 consortium² 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

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

used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

Respondent's Signature

Date & Company Stamp

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

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 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 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 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;
- (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
PRICE	80
Specific Goal	
• B-BBEE Level 1 & 2	10
• EME or QSE that are 51% Black Owned	10
Total points for Price and Specific Goals must not exceed	100

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

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

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1-2)	10
EME or QSE 51% Black Owned	10

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:

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
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency. 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 www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME³	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 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	
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- 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 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:.....

Respondent's Signature

Date & Company Stamp

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Y Manufacturer
 Y Supplier
 Y Professional Service provider
 Y 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 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 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.....

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal 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).

Respondent's Signature

Date & Company Stamp

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	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this 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

SECTION 10: PROTECTION OF PERSONAL INFORMATION

14. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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).
22. 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.

23. 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.
24. 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	
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25. 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.
26. 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

SECTION 11: PROTECTION OF PERSONAL INFORMATION (For Operator Contract)

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person Information Act, No. of 2013 "(POPIA)":
Consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. The Operator will process all information by Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is the (Respondent) and the Data subject is "Transnet". The Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.

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

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

YES		NO	
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13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

Signature of Respondent's authorised representative: _____

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