



Request For Proposal for the Concessioning of Transnet Rail Infrastructure Manager B-Network line for a minimum period of Twenty (25) years.

B-Network line Name: Harties Branch Line

Request For Proposal Number: RFP/HBL/202605/GP

BIDDING PROCEDURES

Issue Date: 21 May 2026

Closing Date: 21 August 2026

Closing Time: 23:00 pm

Briefing Session date: 27 May 2026, Microsoft Teams @ 10:00 am – 11:00 am.

Clarification closing date: All queries and clarification should be sent to bnetwork@transnet.net on or before the close of business on.

Bids are to be submitted electronically via e-Tender by the stipulated closing date and time.

Please note it is the responsibility of the bidders to ensure that the Bid / bid is submitted before the closing time.

Proposal Validity Period: 1 year (365 calendar days) from closing date by 23:00 pm.

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SECTION 1

1. DISCLAIMER

This Request for Proposals ("RFP") (which shall include all other written information, made available during the RFP process) is being made available by the Transnet Rail Infrastructure Manager (TRIM), an operating division of Transnet SOC Ltd, with company registration number 1990/000900/30 ("TRIM") to select a Preferred Bidder with whom TRIM may conclude a B-Network Concession Agreement. This RFP is provided for the purposes set out in this disclaimer section and is not intended to form any part or basis of any investment decision by the Bidders. Bidders are hereby advised that TRIM is not committed to any course of action as a result of its issuance of this Request for Proposal and/or its receipt of Proposals. In particular, please note that TRIM reserves the right to:

- 1.1 Modify any aspect of the leasing of B-Network line set out in this Request for Proposal, and request Bidders to re-bid on any such changes.
- 1.2 Reject any Proposal which does not conform to instructions and specifications which are detailed herein.
- 1.3 Disqualify Proposals submitted after the stated submission deadline 29 July 2026: 23:00.
- 1.4 Award a Concession Agreement in connection with this Proposal at any time after the Request for Proposal's closing date.
- 1.5 Award a Concession Agreement for only a portion of the proposed premises, which are reflected in the scope of this Request for Proposal.
- 1.6 Split the award of the Concession Agreement between more than one Bidder, should it, at TRIM's discretion, be more advantageous in terms of, amongst others, cost or developmental considerations.
- 1.7 Cancel the bid process.
- 1.8 Validate any information submitted by Bidders in response to this bid. This would include, but is not limited to, requesting the Bidders to provide supporting evidence in any medium or form that it requires. By submitting a bid, Bidders hereby irrevocably grant the necessary consent to TRIM to do so.
- 1.9 Request audited financial statements or other documentation for the purposes of a due diligence exercise.
- 1.10 Not accept any changes or purported changes by the Bidder to any aspects of the proposal after the closing date and/or after the award of the business, unless the Concession Agreement specifically provides for it.
- 1.11 To cancel the Concession Agreement and/or request that National Treasury place the Bidder on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a

Concession Agreement was awarded on the strength of incorrect information furnished by the Bidder, or on any other basis recognized in law.

- 1.12 To award the business to the next ranked bidder, provided that he/she/it is still prepared to Concession the B-Network line at the quoted price, should the successful/preferred bidder fail to sign or commence the Concession Agreement within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to Concession the B-Network line at their quoted price, even after they have been issued with a Letter of Regret.

Note that TRIM 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 Concession agreement.

2. CONCESSION NOTICE AND INVITATION TO CONCESSION

Transnet Rail Infrastructure Manager (TRIM) a sub - division of Transnet SOC invites interested bidders to participate **For the Concessioning of the Transnet Rail Infrastructure Manager B-Network lines, for a minimum period of Twenty-Five (25) years.** The concession documents are supplied to you on the following basis:

Concession Fee: R500 Non-refundable Bid fee payable to TRIM for a hard copy of the concession document. This fee is not applicable to website downloads.

TRIM has delegated the management of this Invitation to concession to the *TRIM Representative* whose name and contact details are set out in the Concession Data. The submission of a Bid/proposal by you in response to this Invitation to Concession will be deemed as your acceptance of the Transnet General Bid Conditions which may be accessed in Annexure B of this RFP.

All queries and clarifications relating to the Invitation to Bid documents must be addressed in writing to the *TRIM Representative*. No query or clarification may be addressed to any TRIM official other than the *TRIM Representative*.

Yours faithfully

GM: Commercial

Date:

3. REQUEST FOR PROPOSAL ANNEXURES:

- 1) Annexure A TRIM B-Network line Profile
- 2) Annexure B Transnet's General Bid Conditions
- 3) Annexure C Transnet's Supplier/Concessionaire Integrity Pact
- 4) Annexure D Non-Disclosure Agreement
- 5) Annexure E Supplier / Concessionaire Declaration Form
- 6) Annexure F Bid Evaluation Response
- 7) Annexure G Risk Questionnaire
- 8) Annexure H Health and Safety Questionnaire
- 9) Annexure J Environmental Management Plan
- 10) Annexure K Concession Technical Requirements Guidelines
- 11) Annexure L Security Plans
- 12) Annexure M Environmental Management Plan Evaluation Schedule
- 13) Annexure N Risk Management Evaluation Criteria
- 14) Annexure O Form of Offer and Acceptance
- 15) Annexure P Preference Points and Certificate of Independent Bid Determination
- 16) Annexure Q Conflict of Interest Declaration

4. DEFINITIONS AND INTERPRETATION

In this RFP, except as otherwise defined herein, and except where the context requires otherwise, the following terms shall bear the following meanings:

‘Administrative Responsiveness’	means compliance with the administrative requirements set out in (<i>Qualification Criteria 1: Administrative Responsiveness</i>) of Part of this RFP;
‘Advisors’	any advisors to any Bidder, Member, Contractor or any other participants in any Bid Responses;
‘Alternative Bid Response’	has the meaning ascribed to it in Clause of Part ...(<i>General Requirements, Rules and Provisions</i>) of this RFP;
‘Annexure’ or ‘Annexures’	any Annexure or Annexures attached to this RFP;
‘Applicable Laws’	means all local, provincial or national statutes, ordinances, regulations, by-laws, and all rules, directives, decrees, decisions, determinations, rulings, rules, judgments orders of any competent court or the Government and other instruments which have the force of law in the Republic of South Africa, from time to time, as well as the South African common law;
“BAFO”	means best and final offer;
‘Bidder’	any Company or a Consortium of Members that submits a Bid Response;
“Bid Notice”	the notice published by TRIM inviting potential Bidders to acquire the RFP and submit Bid Responses thereto, which Notice is included in this RFP as Section 5: Notice to bidders;
“Bid Response”	any bid submitted by a Bidder in response to the invitation contained in this RFP;
“Bid Submission Date”	the date for the submission of the Bid Responses to TRIM, which date is set out in this RFP or such later date as may be determined by TRIM in its discretion and communicated in writing to Bidders by way of a Briefing Note;
“Bid Submission Phase”	the period commencing on the Bid Submission Date and continuing until the Rail Operator Agreement comes into force and effect;
BL	BL refers to B-Network line
“Black People” or “Blacks”	is a generic term defined in the B-BBEE Act to mean natural persons who are Africans, Coloureds and Indians: who are citizens of the Republic of South Africa by birth or decent; or who became citizens of the Republic of South Africa by naturalisation - before 27 April 1994; or on or after and who would have been entitled to acquire citizenship by naturalisation prior to that date;
“Black Ownership”	the effective ownership of shares in a Bidder by Black People, which shall be determined with reference to the B-BBEE Codes or Amended B-BBEE Codes and evidenced by way of a B-BBEE verification certificate;
“Briefing Note”	a document issued in writing by TRIM, prior to the Bid Submission Date, that amends or supplements this RFP in any way. Briefing notes shall be consecutively numbered in the order in which they are issued;

"Business Case"	the business case to be developed and submitted with each Bid Response.
"Business Day"	any day other than a Saturday, Sunday or gazetted National public holiday in the Republic of South Africa;
"B-BBEE"	Broad-Based Black Economic Empowerment; a South African legal requirement that requires all entities operating in the South African economy to contribute to empowerment and transformation;
"B-BBEE Act"	Broad-Based Black Economic Empowerment Act, 53 of 2003, as amended;
"B-BBEE Codes"	the amended B-BBEE Codes of Good Practice, published under Government Gazette No. 36928, on 10 October 2013, in terms of section 9(1) of the B-BBEE Act;
"Change in Control"	means any change whatsoever in Control (as defined in the Draft Terminal Operator Agreement), whether effected directly or indirectly;
"Companies Act"	the Companies Act, 71 of 2008, as amended;
"Company"	a Company incorporated in the Republic of South Africa in terms of the Companies Act;
"Competition Act"	the Competition Act, 89 of 1998, as amended;
"Completion Certificate"	has the meaning as ascribed to this term in the Draft Rail Operator Agreement;
"Concession"	the concession granted by TRIM to undertake the Project in terms of section 56 of the National Ports Act;
"Concession Fee"	fees payable by the Rail Operator to TRIM, in respect of the rights to undertake the Project as set out in Clause 15;
"Concession Fee Offer"	Offer made by a Bidder as part of its Bid Response;
"Concession Period"	a minimum of twenty-five (25) year period (excluding the development period) comprising the Funding, Design, Construction, Operation, Maintenance, and Transfer of the BL. During this period, the TOC is granted the right to undertake the Project in terms of the Rail Operator Agreement;
"Consents"	all consents, permits, clearances, authorisations, approvals, rulings, exemptions, registrations, filings, decisions, and licences, that are required to be issued by or made with any Responsible Authority in terms of the Applicable Laws in connection with the Rail Operator undertaking the Project including Environmental Consents and Safety Consents;
"Consortium"	a joint venture or a consortium of Members constituted in accordance with a joint venture or consortium agreement respectively for the purpose of submitting a Bid Response and if successful, undertaking this Project.

"Constitution" Constitutional Documents"	the Constitution of the Republic of South Africa Act, 1996; the founding documents of a Company and all additional documents which set out the authority of such Company to act including the certificate of incorporation and the articles/memorandum of incorporation;
"Construction" or "Construct"	all work to be performed by the Rail Operator under the Rail Operator Agreement which entails the detailed design, construction, installation, testing and completion of the works and the obtaining of the Completion Certificate issued by the Independent Certifier in terms of the Rail Operator Agreement;
"Contractors"	all contractors appointed or to be appointed by the Rail Operator, for purposes of undertaking a portion of the Project, for or on behalf of the Rail Operator;
Contributor Status Level"	the B-BBEE contributor status level of the Bidder as determined by their compliance with the generic B-BBEE scorecard in terms of the Amended B-BBEE Codes or B-BBEE Codes;
"Corporate Finance"	debt funding sourced from and with recourse to either the Bidder, its Members or Guarantor, as appropriate, which may be raised against the Bidder's balance sheet or the balance sheet of its Members or Guarantor and made available to the Bidder for the financing of the Project including under the form of a shareholder loan, intercompany loan or other form of advance to the Bidder and as set out in the Corporate Financing Support Letter;
"Corporate Financing Support Letter" "Debt"	the letter that has to be provided by the Bidder, its Members or Shareholders at any date, all amounts due and payable by the Rail Operator that are outstanding under the Financing Agreements at that date (whether Corporate Finance or External Debt), excluding all cancellation or prepayment penalties or fees thereon, Shareholder Loans or interest thereon and all default interest;

"DOT"	the Department of Transport of the Government of the Republic of South Africa or any successor Department designated by the Government of the Republic of South Africa from time to time;
"DPE"	the Department of Public Enterprises of the Government of the Republic of South Africa or any successor Department designated by the Government of the Republic of South Africa from time to time;
"Draft Rail Operator Agreement"	the Draft Rail Operator Agreement that as issued with this RFP, and attached hereto as Section 15 of this RFP document;
"DTIC"	the Department of Trade, Industry and Competition of the Government of the Republic of South Africa or any successor Department designated by the Government of the Republic of South Africa from time to time;

"EME"	exempted micro-enterprise, being an entity with an annual turnover of R10 million (ten million rand) or less, in terms of the Amended B-BBEE Codes;
"Environmental Consents"	any consents, licences, authorisations, permissions or approvals required from a Responsible Authority required in terms of any environmental law, heritage law or any applicable law, dealing with environmental matters, for the purposes of this Project;
"Equity"	the entire issued share capital of, and Shareholder Loans to, the Project Company;
"Equity Funding"	funding to be provided to the Project Company by its Shareholders either by way of share capital or Shareholder loans;
"Essential Returnable Documents"	the bid returnable documents set out in the Bid Response Form, Section 9.4: Returnable Documents, of this RFP;
"Evaluation Criteria"	the evaluation criteria set out in Part III (<i>Evaluation Criteria</i>) of this RFP;
"External Debt"	any Debt, other than Corporate Finance, raised by the Project Company from external sources;
"Financier Direct Agreement" or "FDA"	the direct agreement which may be entered into (or to be entered into) between TNPA, the Lenders and the Terminal Operator in terms of the Terminal Operator Agreement;
"Financial Advisors"	the firm or firms advising a Bidder on the raising of Debt and Equity Funding in respect of its Bid Response and the Project;
"Financial Close"	has the same meaning as defined in the Terminal Operator Agreement;
"Financing Agreements"	has the same meaning as defined in the Rail Operator Agreement.
"Legal Advisor"	the firm or firms advising a Bidder in respect of its bid response, and if that Bidder becomes a Preferred Bidder in respect of the negotiation of the Bidder's contractual arrangements and Project Documents with, inter alia, its Members, Contractors, equipment suppliers and Lenders (if any)
"Lead Member"	the Member of a Consortium that (i) is authorised to represent the Consortium and submits a Bid Response on behalf of the Consortium, (ii) will become the majority Shareholder in the Project Company once the Project Company is established and (iii) will be a key contractor;
"Lenders"	the financiers to a Bidder in respect of the Project;
"Mandatory Returnable Documents"	the bid returnable documents set out in the Bid Response Form (Annexure F) and Section 9.4 of this RFP document;
"Member"	any legal entity and/or natural person that is a member of a Consortium or Joint Venture that will become a Shareholder of the Project Company once it is incorporated;
"National Treasury"	has the same meaning ascribed to it in the Public Finance Management Act, 1 of 1999;

"NEMA"	the National Environmental Management Act, 107 of 1998, as amended;
"NDP"	National Development Plan 2030 issued by the Government of the Republic of South Africa in 2013, aimed at, <i>inter alia</i> , addressing unemployment, reducing inequality and poverty in a strategy that is principally reliant on creating a significant increase in the number of new jobs in the economy by the year 2030, mainly in the private sector;
"Occupational Health and Safety Act"	The Occupational Health and Safety Act, 85 of 1993, as amended;
"Operating Rights"	Operating Rights as defined in Section 15..... (<i>Rail Concession Agreement</i>);
"Operation and Maintenance"	the activities and obligations of the Rail Operator to operate and maintain the BL as set out in the Draft Concession Agreement in Section 15;
"Preferred Bidder"	a Bidder which shall comprise, a successful bidder that meets the requirements of the RFP.
"Preliminary Design"	the preliminary design of the BL plan layout of the full site arrangement as outlined in part II of this RFP;
"Project"	the Funding, Design, Construction, Operation, Maintenance and Transfer of the B- Network Line to provide the Services, as detailed in this RFP;
"Project Company"	a special purpose company that, the Members of a Consortium or a Joint Venture that is a Preferred Bidder, must incorporate and use as the vehicle to undertake the Project and to be the Rail Operator in terms of the Terminal Operator Agreement;
"Project Officer"	the person appointed by TRIM as the project officer in respect of the Project;
"Project Site (Area of B-Network Line)"	The BL presents
"Project Term"	has the meaning given to it in the Rail Operator Agreement;
"Public Finance Management Act or the PFMA"	the Public Finance Management Act, 1 of 1999, as amended;
"QSE"	means a qualifying small enterprise, being an entity with a turnover of more than R10 million (ten million rand) but less than R50 million (fifty million rand), in terms of the Amended B-BBEE Codes;
"Qualification Criteria"	the qualification criteria set out in Part II (<i>Qualification Criteria</i>) of this RFP;
"Rand" or "ZAR"	South African Rand, the lawful currency of the Republic of South Africa;

“Related” or “Relation”	<p>a relationship formed on the basis of any one or more of:</p> <p>family (including spouses and in-laws);</p> <p>friendship; business acquaintance; professional engagement; or employment;</p>
“Reserve Bidder”	<p>any Bidder that has not been designated as the Preferred Bidder but has been selected by TRIM as an entity with which TRIM may conclude the Terminal Operator Agreement, provided any of the circumstances in respect of the Preferred Bidder specified in the RFP occur;</p>
“Responsible Authority”	<p>any ministry, any minister, any organ of state, any official in the public administration or any other governmental or regulatory department, commission, entity, service provider of a utility, board, agency, instrumentality or authority (in each case, whether national, provincial or municipal) or any court, each having jurisdiction over the matter in question;</p>
“RFP”	<p>this Request for Proposals and all Annexures, schedules, and other appendices to it as well as any Briefing Notes issued pursuant thereto, from time to time, by TRIM to solicit Bid Responses from the Bidders;</p>
“RFP Process”	<p>the process that is being conducted by TRIM in respect of the Project, as set out in this RFP;</p>
“Safety Consents”	<p>any consents, licenses, authorizations, permissions or approvals required to be obtained by the Rail Operator from the Responsible Authority as required in terms of any health and safety law for the Project;</p>
“Sector Code”	<p>a sector code for the maritime transport and service sector published in terms of section 9 of the B-BBEE Act;</p>
“Shareholders”	<p>the Shareholders of a Company or the Members of the Consortium or Joint Venture that will become the holders of Equity in the Project Company once selected as the Preferred Bidder;</p>
“Shareholder Loans”	<p>Loans advanced by Shareholders to the Rail Operator;</p>
“Signature Date”	<p>the date on which the Rail Operator Agreement is signed by the last party to it, being either TRIM or the Rail Operator and if signed on different dates, the last of such dates;</p>
“Special Purpose Vehicle” or “SPV”	<p>Members constituted in accordance with an SPV agreement for the purpose of submitting a Bid Response and if successful, undertaking this Project which shall be formally incorporated as a Project Company prior to the conclusion of the Rail Operator Agreement,</p>

"Standard Bid Response"	has the meaning ascribed to it in Clause 21.1 of Part I (<i>General Requirements, Rules and Provisions</i>) of this RFP;
"Substantive Responsiveness"	has the meaning ascribed to it in (<i>Qualification Criteria 2: Substantive Responsiveness</i>) of Part II of this RFP;
"Railway Safety"	Railway Safety Act 30 of 2024 and the current Railway Safety Regulator framework, with all safety-related obligations aligned to the applicable legislation.
"Rail Operator"	
"Rail Concession Agreement"	the agreement to be entered into between TRIM and the successful bidder, pursuant to this RFP, substantially in the form of the Draft Concession Agreement attached in this RFP in Section 15?
"Transaction Advisors"	the firms advising TRIM and/or the Bidders, in respect of this RFP;
"Transnet"	Transnet SOC Ltd, with registration number 1990/000900/30, a state-owned company, duly incorporated in accordance with the company laws of the Republic of South Africa;
"Valuer"	a property valuer registered with the South African Council for Property Valuers; and

5. IN THIS RFP:

- 5.1. References to a statutory provision include any subordinate legislation made from time to time under that provision and include that provision as modified or re-enacted from time to time.
- 5.2. Words importing the masculine gender include the feminine and neutral genders and vice versa.
- 5.3. The singular includes the plural and vice versa.
- 5.4. References to a “person” include a natural person, a company or any other juristic person or a corporate entity, partnership, joint venture, a consortium or any other association of persons.
- 5.5. References to a “subsidiary” or a “holding company” shall be references to a subsidiary or holding company as defined in the Companies Act.
- 5.6. If a definition imposes substantive rights and obligations on a person, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition.
- 5.7. Any definition, wherever it appears in this RFP, shall bear the same meaning and apply throughout this RFP document unless otherwise stated.
- 5.8. If there is any conflict between any definitions in this RFP then, for purposes of interpreting any clause of the RFP or paragraph of any part or schedule, the definition appearing in that clause or paragraph shall prevail over any other conflicting definition appearing elsewhere in this RFP document.
- 5.9. The use of any expression covering a process available under South African law (such as but not limited to judicial management, business rescue or winding-up) shall, if any of the Parties is subject to the law of any other jurisdiction, be interpreted in relation to that Party as including any equivalent or analogous proceeding under the law of such other jurisdiction.
- 5.10. References to any amount shall mean that amount exclusive of VAT unless the amount expressly includes VAT.
- 5.11. The rule of construction that if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class (i.e. the *eiusdem generis* rule) shall not apply and whenever the word “including” is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.
- 5.12. The rule of construction that the RFP shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of the RFP (namely the *contra proferentem* rule) shall not apply.

- 5.13. Unless otherwise specified, all references to any time shall be to the time of day in Johannesburg, South Africa.

6. INTRODUCTION

- 6.1. In a move geared towards transforming the rail sector, Transnet SOC Limited (Transnet) through its newly established operating division Transnet Rail Infrastructure Manager (TRIM) it is taking important steps towards opening South Africa's rail network, including B-Network lines, yards and Stations to private operators. TRIM has initiated a phased open market approach for the eligible B-Network lines. The purpose of this document is to provide infrastructure, operational, financial and socio-economic information about the B-Network Line Concession Opportunity, detailing the rail infrastructure of the Concession Opportunity: B-Network Line network and freight train operations considering the current and prospective rail operations and market characteristics in respect thereof. The B-Network Line Concessions Model can be summarised as a contractual arrangement between Transnet, B- network lines owner, and the Concessionaire. It can be tailor-made for each specific circumstance: each interface differs operationally (network, technology, slots, signalling, etc.) and allows for flexibility in customer contracting arrangements. The Concessionaire can access sections of the Core Network to gain access to designated Marshalling Yard/s. Transnet provides the concession overview information that is contained in this document in good faith.
- 6.2. TRIM reaffirms that this RFP constitute a commercial, revenue-generating transaction relating to the management, utilisation and upgrading of the B-Network assets, and do not constitute a procurement transaction for the acquisition of goods or services by TRIM.
- 6.3. This document is being made available by TRIM to Bidders on the condition that it is used solely for bidding for the Concession Opportunity on the [name of B-Network Line] and for no other purpose. Neither TRIM nor any of its officials, officers, employees or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in any of the document(s).
- 6.4. These developments create a platform for TRIM to collaborate with the private sector, enabling them to access and use the B-Network lines and rail stations to serve both passenger and freight rail customers across the industry and support local economic development. Concessioning branch lines and leasing idle or underutilised stations assets enables Transnet Rail Infrastructure Manager (TRIM) to unlock underutilised rail assets and bring dormant infrastructure back into productive use, thereby improving overall network utilisation.

6.5. Ultimately, this approach supports regional economic development, lowers logistics costs by shifting freight from road to rail and contributes to more environmentally sustainable freight transport.

SECTION 2: SBD1 FORM

PART A: Invitation For Proposal

YOU ARE HEREBY INVITED SUBMIT A PROPOSAL FOR REQUIREMENTS OF TRANSNET RAIL INFRASTRUCTURE MANAGER (TRIM), A DIVISION TRANSNET SOC LTD

Proposal NUMBER:	RFP/HBL/202605/GP	ISSUE DATE:	21 May 2026	CLOSING DATE:	21 August 2026	CLOSING TIME:	11:59pm
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DESCRIPTION **Proposal for the Concessioning of the Transnet Rail Infrastructure Manager B-Network lines/Facilities, for a minimum period of Twenty – Five (25) years.**

PROPOSAL RESPONSE DOCUMENTS SUBMISSION

BIDDERS ARE TO UPLOAD THEIR PROPOSAL RESPONSE ONTO THE TRANSNET SYSTEM AGAINST EACH PROPOSAL SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):

<https://www.transnet.net>

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Sinazo Dome
TELEPHONE NUMBER	083 286 1746
E-MAIL ADDRESS	bnetwork@transnet.net

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Sinazo Dome
TELEPHONE NUMBER	083 286 1746
E-MAIL ADDRESS	bnetwork@transnet.net

BIDDER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
BIDDER 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

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?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B: Terms and Conditions for Bidding

1. BID SUBMISSION:

- 1.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 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.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF TRANSNET OR ANY OF ITS OPERATING DIVISIONS, COMPANIES OR CLOSE CORPORATIONS WITH DIRECTORS OR MEMBERS WHO ARE PERSONS IN THE SERVICE OF TRANSNET OR ANY OF ITS OPERATING DIVISIONS.

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

Signature of Bidder:

Capacity under which this bid is signed:

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

Date:

SECTION 2: NOTICE TO BIDDERS

1. INVITATION TO BID

Responses to this Request for Proposal (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	Concessioning of Transnet Rail Infrastructure Manager (TRIM) B-Network lines/Facilities for a minimum period of Twenty-Five (25) years.
REQUEST FOR PROPOSAL DOWNLOADING	<p>This Request for Proposal may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download the Request for Proposal and Annexures:</p> <ul style="list-style-type: none"> Click on "Search by" drop down Select "Organ of State" Type "Transnet SOC Ltd" in the search box; a pop-up "Transnet SOC Ltd" text will appear Select "Transnet SOC Ltd" Click on Search The list of bidders will be displayed accordingly <p>Once the bid has been located in the list, click on the "Tender documents" tab and proceed to download all uploaded documents.</p> <p>The Request for Proposal may also be downloaded from the Transnet website at www.transnet.net free of charge. To access the Transnet eTender portal, please click here (refer to section 2, paragraph 3 below for detailed steps)</p>
COMMUNICATION	<p>Any addenda to the Request for Proposal or clarifications will be published on the e-Bid portal and Transnet website. Bidders are required to check the e-Bid portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the Request for Proposal.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this Request for Proposal with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
BRIEFING SESSION	<p>There will be a non-compulsory briefing session for this transaction on the</p> <p>Via MS Teams. Bidders who wish to attend the briefing session must email or leave their email address for MS Teams invitation to bnetwork@transnet.net by no later than 25 May 2026. Link to BS Phase 1 B-Network Briefing Session</p>
SITE VISITS	<p>There will be non-compulsory site visits for the B-Network line that has been advertised and the dates to be communicated to all bidders at the briefing session. Refer to Annexure A for the B Network line infrastructure profile.</p> <p>Bidders interested in attending the site visits are requested to communicate their interest by sending an email to bnetwork@transnet.net 3 days before the site visit. The subject of email must be the name of B-Network line in question.</p> <p>Haarties Line – Fill out form for people who wish to attend.</p>
CLOSING DATE	<p>23:59 p.m. on</p> <p>Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>

VALIDITY PERIOD	365 Calendar Days from Closing Date 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 Concession agreement has been concluded.
QUESTION CLARIFICATION CLOSING DATE	The Bidder will notify TRIM of any clarifications required before the closing time for clarification queries, which is 5 working days before the deadline for Bid submission OR 23:59 p.m. on
PROVISION OF SECURITY FOR PERFORMANCE	The following forms of security are required for this concession: 1. Performance bond 2. Bank guarantee If the provision of security for performance in the form of a performance bond or a demand guarantee is a requirement, the Bidder must select one (1) financial institution that it is likely to approach from any registered financial institution.
BID OPENING	Bids will be downloaded electronically, and hard copy can be collected at request.
BASIC COMPLIANCE	Basic compliance with this Request for Proposal requires a Bidder to meet all the following requirements: Basic compliance for this invitation RFP is: 1. Meet the eligibility criteria for a Bidder 2. Submit a complete Bid with commercial, financial and technical information 3. Submission of the mandatory commercial Bid returnable as at stipulated deadlines. 4. For E-Tendering, a Bidder's failure to have submitted/uploaded bid documents will render the Bid non-responsive.
MANDATORY BID RETURNABLE	A Bidder that does not submit mandatory documents by or the complete information required in mandatory documents by the deadlines as stipulated in the Bid Returnable Section of the respective RFP will be deemed non-responsive.
EVALUATION OF PRICE	Prices will be evaluated as follows: 1. Inclusive of VAT (show net amount & VAT separately). 2. Corrected for arithmetical errors. 3. Excluding contingencies in any bill of quantities or activity schedule' 4. Adjusted for any other acceptable variations, deviations, or alternative Bids submitted 5. Making a comparison of the Net Present Value of each adjusted Bid based on the tendered programme (if provided) and prices, on the estimated effect of Price Adjustment Factors and rate of exchange fluctuations (if applicable) and on other evaluation parameters relating to uncertainty and risk, where applicable. 7. Conditional discounts will not be taken into account for evaluation purposes but will be implemented when payment is affected.
Contractual Requirements	Mandatory Contractual Requirements that must be included in all Bids is the following: • Proof of CSD registration • Additional Contractual Requirements that may be included if applicable: ○ SHEQ requirements; and/or ○ Financial viability (submission of financial statements); and/or ○ Any other as may be stipulated. Contractual Requirements are not evaluation criteria. They will be assessed after the evaluation and ranking of the Bids. Proof that the Bidder recommended for award has met the stipulated contractual requirements must be submitted prior to contract award. Failure to meet stipulated Contractual Requirements by the stipulated deadlines may result in the Bidder being regarded as non-responsive and ineligible for contract award.

Please note:

TRIM reserves the right to negotiate with preferred bidders after a competitive bidding process and only with the preferred bidder. Main contractors/ suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where a main contractor subcontracts with a subsidiary, this must be declared in its Bid documents. Any additional information or clarification will be emailed to all Respondents, if necessary. Any additional information or clarification will be published on the e-Bid portal and Transnet website, if necessary.

2. PROPOSAL SUBMISSION

2.1 Transnet has implemented an electronic bidder submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where prospective lessee can view advertised bids, register their information, log their intent to respond to bids and upload their bid proposals/responses onto the system.

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

- Log on to the Transnet eTenders management platform website www.etenders.gov.za
- Click on "TENDERS";
- Scroll towards the bottom right-hand side of the page.
- On the blue window click on "register on our new eTender Portal".
- Click on "ADVERTISED TENDERS" to view advertised bids.
- 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 bid selected.

3. REQUEST FOR PROPOSAL INSTRUCTIONS

3.1 Please sign documents [sign, stamp, and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.

3.2 All returnable documents tabled in the Proposal Form Section 5 must be returned with proposals.

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

3.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions (Annexure B), alterations, additions, or deletions must not be made by the Respondent to the actual Request for Proposal documents.

4. STATUS OF REQUEST FOR PROPOSAL

- 4.1 This RFP is an invitation for service provider/s to submit a proposal(s) for the concessioning of TRIM B-Network assets as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implied, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights.
- 4.2 No binding contract or other understanding for the concession of the B-Network line will exist between the TRIM and any Bidder unless and until TRIM has executed a formal written contract with the successful Bidder.

5. JOINT VENTURES OR CONSORTIUMS

- 5.1 Bidders intending to respond to this Request for Proposal ("RFP") as a Joint Venture ("JV") or consortium, including arrangements involving B-BBEE entities, must expressly declare such intention in their bid submission.
- 5.2 The Bidder shall submit a duly signed JV or consortium agreement between the participating parties, clearly setting out, at a minimum:
 - 5.3 the percentage participation of each party;
 - 5.4 the scope of work, obligations, and responsibilities allocated to each party;
 - 5.5 the governance and decision-making structure of the JV or consortium; and
- 5.6 Where a formal JV or consortium agreement has not yet been concluded at the time of bid submission, the participating parties must submit a jointly signed letter confirming their irrevocable intention to enter into such an agreement should the Bidder be appointed pursuant to this RFP process. In such instances, TRIM reserves the right to withhold conclusion and signature of any Concession Agreement or related contractual arrangement until a duly executed JV or consortium agreement has been submitted and accepted by TRIM.
- 5.7 For unincorporated Joint Ventures or consortia, the Bidder must nominate the specific partner whose audited financial statements are to be utilised for purposes of assessing and scoring the Financial Criteria of the RFP. Such nomination must be made expressly and in writing at the time of bid submission.
- 5.8 Failure to nominate a financial lead partner will result in TRIM assessing the financial information submitted at its discretion. Where multiple sets of audited financial statements are submitted without a clear nomination, TRIM reserves the right to utilise the financial statements that, in its sole discretion, present the most favourable and responsive financial position for purposes of evaluation and scoring.

5.9 The JV or consortium shall further provide consolidated and/or estimated information relating to key organisational and transformation elements in Annexure F and Section 14 of this document, including:

5.9.1 job creation;

5.9.2 management control;

5.9.3 ownership structure;

5.9.4 skills development; and

5.9.5 enterprise and supplier development initiatives,

5.10 This information will be utilised to assess and score the bidder's transformational alignment with TRIM objectives and requirements during the Price and Preference evaluation stage.

5.11 TRIM reserves the right to verify all information submitted and to request additional supporting documentation where necessary to validate the structure, participation, and commitments of the JV or consortium arrangement.

6. COMPLIANCE TO B-BBEE

6.1 Bidders to provide a valid B-BBEE certificate issued by a SANAS accredited agency or Sworn Affidavit.

6.2 Successful bidder(s) are encouraged to improve their B-BBEE credentials on an annual basis.

6.3 B-BBEE verification agencies can be obtained on website: www.sanas.co.za

Enterprise	B-BBEE Certificate and Sworn Affidavit
Large	<ul style="list-style-type: none"> Certificate issued by SANAS accredited verification agency
QSE (Qualifying Small Enterprise)	<ul style="list-style-type: none"> Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) <p><i>[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.]</i></p>
EME (Exempt Micro Enterprise)	<ul style="list-style-type: none"> Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership. Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard.

7. BID QUERIES

- 7.1 For specific queries related to this Request for Proposal, a Request for Proposal Clarification Request Form should be submitted to bnetwork@transnet.net before 23:00 pm on 10 August 2026, 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.
- 7.2 After the closing date of the Request for Proposal, a Bidder may only communicate with the Sinazo Dome; bnetwork@transnet.net on any matter relating to its Request for Proposal.
- 7.3 Bidders are to note that changes to its submissions will not be considered after the closing date.
- 7.4 It is prohibited for Bidders to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this Request for Proposal between the closing date and the date of the award of the business.
- 7.5 Bidders found to be in collusion with one another will automatically be disqualified and restricted from doing business with organs of state for a specified period.

8. CONFIDENTIALITY

- 8.1 All information related to this Request for Proposal 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.
- 8.2 All information related to a subsequent Concession agreement, both during and after completion thereof, will be treated with strict confidence.
- 8.3 Should the need however arise to divulge any information related to this Request for Proposal or the subsequent Concession agreement, written approval must be obtained from Transnet.

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to TIP-OFFS ANONYMOUS: 0800 003 056

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND AND OVERVIEW

- 1.1. The South African national government has identified the transport sector as one of the significant drivers of the economy. Transport plays a critical role in enabling mobility and access to economic and social activities. Most industries rely on the efficient movement of freight from origins such as farms, mines and manufacturing plants to destinations within and outside of the Republic of South Africa. The B-Network line is currently a relatively underutilised part of the country's transport infrastructure, and it is expected that their revitalisation could unlock economic potential both regionally and nationally. This represents an important challenge for Government, Transnet and the private sector to collaborate on the revitalisation of the B- network line wherever feasible, in order to promote an intermodal shift from road to rail, to lower the social and commercial costs of freight transportation, and to stimulate economic opportunities in regional and rural areas. The Branch Lines comprise 7,278 kilometres or 35 percent of the 20,953 route kilometres of the total Rail Network. 3,928 km of these B-Network lines are currently operational, while the remaining 3,350 km are closed lines. All of the B-Network lines are feeder lines to the country's Core Network.
- 1.2. The Core Network lines is owned by Transnet and freight operations are undertaken by Transnet Freight Rail (TFR), a division of Transnet, while the majority of passenger operations are undertaken by Passenger Rail Agency of South Africa, which is a government-owned and operated entity. Much of the freight that originates on B-Network lines undergoes consolidation at marshalling yards as it progresses to and on the Core Network for transportation to end markets. The majority of passenger operations are concentrated on the larger metropolitan areas of Johannesburg, Pretoria, Port Elizabeth, Durban, and Cape Town. The B-Network lines are characterised by multiple origin-destination pairs, wagonloads, multiple sidings, low axle limits (between 11.5 tons/axle and 20.0 tons/axle) and diesel traction. South Africa's rail gauge is predominantly "Cape Gauge" (1065mm), with the exception of a few Narrow Gauge (610mm) lines. The concessioned Gautrain network, which is standard gauge (1438mm), is separate from the rest of the South African rail network. Currently there is no "open access" policy, but some private railway entities have negotiated arrangements with Transnet.
- 1.3. These arrangements tend to be very limited and confined to discrete areas associated with private sidings attached to manufacturing or mining facilities and to access the interchange yards. The map in Figure 1 below shows the publicly owned and operated rail network, with the Core Network, active B-Network Lines and closed B-Network Lines separately identified.
- 1.4. Hence Transnet's corridor model and segment strategy supports the development of economic growth and activities nationally and in the region. In exploiting its core in the different operating divisions in the Group, Private Sector Participation 'PSP' has been identified as key to accelerate growth opportunities

in the business and the country. In keeping with this and under the leadership of the Chief Executive of Transnet Freight Rail, an adjusted approach to B-Network lines PSP's was presented to TFR and Group Exco and approval obtained to proceed and accelerate these PSP opportunities.

- 1.5. B-Network lines are largely situated in rural and agricultural areas of our country and requires resuscitation and renewal. The corridor model, headed by Managing Executives, have these B-Network Lines situated within their areas of control and hence, an integrated approach to the adjusted model being pursued. Branch Lines are important feeders into the core business and includes key objectives such as the migration from road to rail, promotion of intermodal solutions, the application of new technologies for efficiency, productivity, ease of operations such as the use of swop bodies, terminal handling equipment and revolutionary road to rail interventions that can advance the roll-out of these PSP opportunities in the market.
- 1.6. The age and heritage nature of the railways and specifically the B-Network lines, including real estate and facilities, lends itself well to the promotion of freight on rail, creation of passenger tourism opportunities with a focus on rail-based tourism train operations. Preservation and expansion of a rail heritage legacy in continuing with steam trains, will unlock new and additional downstream jobs and job opportunities in the food, wine, agriculture markets and other economic activities. The main freight on rail strategy seeks to aggressively promote private sector participation opportunities, continuation of the revitalisation of branch lines, creating and upgrading capacity in areas that will contribute to socio-economic and local development. The creation of employment opportunities in the areas of production for cartage services that are fully integrated into the rail and port terminal systems as well as the development of downstream industries within this environment.

B-Network and Core Network map for South Africa



- ✓ **BRANCH LINE - CLOSED- 3,350 KM**
- ✓ **BRANCH LINE – LIFTED - 874 KM**
- ✓ **BRANCH LINE – ACTIVE - 3,928 KM**

- 1.7. On 1 October 2024, in line with the Rail Reform mandate, Transnet Freight Rail (TFR) prior to that a vertically integrated operating division of Transnet, was vertically separated into TFR, as a Rail Operating division and Transnet Rail Infrastructure Manager (TRIM) as a separate operating division responsible for the rail network and associated rail infrastructure, notably the B-Network lines portfolio.
- 1.8. The B-Network portfolio is a critical enabler for connecting industries, communities and emerging markets to the core rail network. As a national asset, it can play a vital role in supporting economic development, enhancing service delivery and advancing transformation. The B-Network lines also serve as catalysts for rural revitalization, industrialization and corridor-based development aligned with the government's District Development Model (DDM).
- 1.9. Transnet is mandated to uphold the objectives of Rail Reform as outlined in the National Rail Policy (2022) and the Roadmap for the Freight Logistics System in South Africa (2023). In this context, Transnet has prioritized the optimization and reactivation of B-Network lines as part of its network strategy.
- 1.10. To ensure that B-Network lines are effectively utilized, Transnet has undertaken a comprehensive review of the process for concessioning B-Network lines. This review has resulted in the development of strengthened policies and governance structures to support fair, transparent and competitive concessioning processes that align with regulatory requirements and Transnet's long-term strategy.

1.11. The enhanced process includes, but is not limited to, the following objectives:

- ✓ To ensure effective management of Transnet B-Network lines as enablers of rail logistics solutions, supporting an efficient, integrated, end-to-end service offering to the market.
- ✓ To leverage private-sector participation and investment to revitalize dormant B-Network lines, accelerate rehabilitation efforts and enable sustainable reactivation without placing additional strain on the fiscus.
- ✓ To improve supply chain efficiency by reducing logistics complexity, lowering the cost of doing business and enabling meaningful volume shifts from road to rail.
- ✓ To support Transnet's mandate on equitable and transparent network allocation principles, including open access and non-discriminatory participation.
- ✓ To Promote job creation, SMME participation and community upliftment in alignment with national socio-economic priorities.

1.12. In pursuit of these outcomes, Transnet is initiating an open-market process for proposals for the concessioning of B-Network lines, providing all eligible participants with fair, transparent and competitive access to concession opportunities. This approach aims to unlock private-sector investment, stimulate corridor-based-development and ensure that B-Network lines are restored to productive and sustainable use in support of South Africa's broader freight logistics agenda.

2. SCOPE OF REQUIREMENTS

B-Network line information

B-Network line:	Harties Branch Line
B-Network line map:	Refer to Annexure A
B-Network line Size:	Around 89 km
Commodity/ies:	Based on the proposed business case of the successful bidder.
Purpose:	The purpose of the Request for Proposal is to find suitable Concessionaire(s) to invest in, develop and operate the B-Network line to accelerate revitalization and rehabilitation to ensure sustainable operations over the concession term.
Market related rental:	Bidders to provide a minimum market related rental informed by a market valuation completed by a competent professional.
B-Network line capacity:	Current capacity quoted is minimum based on existing infrastructure. Future B-Network line capacity determined by the operational solution and investment made by the Bidder.

3. GENERAL BIDDER OBLIGATIONS

- 3.1. The successful Bidder must agree to sign the Standard Transnet Concession Agreement.
- 3.2. The B-Network lines are Concessioned for the purpose of unlocking private-sector investment, accelerate the rehabilitation and reactivation of dormant or underutilised B-Network lines, and ensure sustainable operations by the concessionaire.
- 3.3. The primary purpose of the Concessioned B-Network line should be to enable the concessionaire to implement their proposed business model for the specific B-Network line subject to and in alignment with Transnet's Safety, technical and operational standards, network access rules, and asset condition obligations.
- 3.4. The process to allocate rail capacity on the A-Network forms part of the slot allocation process (refer to the Network Statement for more information) and is done independently from the B-Network lines.
- 3.5. It remains the Concessionaire's responsibility to develop the B-Network line and associated facilities and secure the requisite volumes that underpins the investment within the existing transport logistics systems, governances' frameworks, and applicable legislative prescripts. The scalability of the B-Network line and associated to the transport systems operating capabilities will be dealt with during contract negotiations.
- 3.6. Notwithstanding Clause 2.4 above, the Concessionaire remains obligated to honour the existing Transnet Slot allocation agreements applicable to the subject B-Network line and associated facilities, where applicable.
- 3.7. Where applicable, the successful Bidder appointed as Concessionaire of B-Network line shall be responsible for directly concluding and/ or managing contracts with Train Operating Companies (TOC)'s and/ cargo owners (including those who have contracted with TOC/s or acting as TOC's themselves) in respect of all B-Network line-related and associated facility charges, as well as the terms and conditions governing the use and operation of the B-Network line.
- 3.8. Successful Bidders are required, from time to time and upon due notice being provided, to adhere to any changes to Transnet management policies, procedures or processes which may be applicable to a Concessionaire.
- 3.9. The successful bidder should invest on the outside boundaries of the B-Network. E.g. Common Users access like service roads.
- 3.10. Project Schedule a high-level project plan is expected to articulate a clear and concise implementation plan covering refurbishment / development, construction and leasing plan of the B-Network Line.

4. Concession tenure

- 4.1. Bidders need to submit a Request for Proposal for a minimum of Twenty (25) years.
- 4.2. The Bidder must indicate the number of years that they bid for (Annexure F).
- 4.3. Transnet is entitled to offer the winning Bidder a Concession period shorter than the period that was indicated in Annexure F of the bid submission.
- 4.4. The Bidder's Business Case and Financial Model must be premised on the Concession period.

5. General Legislative Compliance

- 5.1. The successful Bidder will be required to comply with all relevant legislation. Bidders are required to submit their legal compliance universe and commit to comply with relevant laws and regulations and any other newly promulgated related laws post signing the Concession agreement.
- 5.2. Where appropriate, the applicable legislation needs to be referenced in the bid submission.

6. Experience, Track Record and Expertise

- 6.1. Bidders are required to provide a company profile of their organisation. If the company forms part of a group of companies, it should indicate the group structure, including holding and subsidiary companies.
- 6.2. Bidders must provide a reference letter of minimum one (1) customer that has been serviced by the Bidders. The letter, on the bidder's customer's letter head, should clearly illustrate the scope of service provided, number of years of service offered and contact details of company used as reference.
- 6.3. The portfolio of evidence must be submitted as part of the Bidder's Bid Response and must be verifiable through relevant supporting documentation and contact details. This is a critical requirement of the due diligence process.
- 6.4. The contact details of a person who may be interviewed by Transnet as part of the due diligence process, provided that such person is at a minimum of management level within the Bidder's organisation.
- 6.5. Transnet reserves the right to review, verify and conduct due diligence on the reference letters submitted, for the purposes of validating the Bidder's experience.

7. Safety

- 7.1. The Bidder must comply with all relevant safety legislation
 - 7.1.1. Occupational Health and Safety Act, 85 of 1993 (as amended or replaced from time to time) (the "OHS Act"), any regulations made thereunder and any other applicable health and safety legislation, where applicable,

7.1.2. Railway Safety Act 30 of 2024 (as amended or replaced from time to time), including being in possession of a valid certificate of compliance from the Railway Safety Regulator.

7.2. In addition, all successful bidders are required to comply with all TRIM maintenance standards applicable to B-Network lines.

8. Risk Management and Business Continuity Management Requirements

8.1. Risk Management Plan

8.1.1. Bidders are required to submit a Risk Management plan that contains a risk management policy framework aligned with relevant standards, detailing risk management elements.

8.1.2. These should include the high-level business and project risk assessment methodology, a high-level project risk assessment, a high-level risk register, and risk mitigation strategies and actions. The following annexures are attached hereto to provide more information and guide on submission requirements and scoring of the criteria:

- Annexure K – to guide the population of Annexure G (Risk Assessment Methodology Template)
- Annexure G – Risk Assessment Methodology Template.
- Annexure N – Guide for scoring the Risk Assessment Plan.

8.1.3. This risk management plan is required to enable Transnet to comply with PFMA Section 51 and Section 54 as well as the Transnet Integrated Risk Management Policy.

8.2. Business Continuity Management (BCM)

8.2.1. Bidders are required to submit a overall BCM Plan to comply with Disaster Management Act covering the Bidder's BCM Policy Framework aligned with relevant standard; Business Continuity Plan (BCP); Business Impact Assessment (BIA) and Business Continuity Management Risk Assessment Methodology together with application. A guideline is attached hereto as Annexure N.

8.3. Environmental Management Programme (EMPr)

8.3.1. Bidders should submit an high -level Environmental Management Programme (EMPr). In this plan, Bidders should illustrate an understanding of and a commitment to comply with all relevant environmental legislation, including but not limited to the following:

- National Water Act 36 of 1998 (as amended or replaced from time to time). Where relevant, Bidders are required to obtain Water Use Licenses through relevant authorities, i.e., Department of Water and Sanitation. Such licence(s) must be inclusive of all relevant water uses taking place on site (i.e., uses c, i, h, and g as it relates to section 21 of the said Act);

- Other relevant environmental legislation that makes provision for Environmental Approvals (i.e. authorisations, air emission licenses and/or permits) relevant to the proposed activities before commencing with operations.

8.3.2. Annexure J (Environmental Management Plan) and Annexure M (Evaluation Schedule: Environmental Management Plan) will provide guidelines on the completion of this section of the bid submission and how the criteria will be scored.

9. Financial Capacity

9.1. Bidders are required to demonstrate that they possess the financial capacity, stability, and resources necessary to successfully implement, operate, maintain, and sustain the proposed operations under this Request for Proposal ("RFP").

9.2. Bidders must submit financial information appropriate to their legal status and reporting obligations in accordance with the Companies Act, 2008 and applicable accounting standards, such as:

9.2.1. Audited annual financial statements (where statutorily required or voluntarily prepared); or

9.2.2. Independently reviewed financial statements (where audit is not required).

9.3. Where audited financial statements are mandatory for compliance, these must be submitted. Where not legally required, bidders may submit independently reviewed financial statements, together with any additional financial information reasonably required to demonstrate financial capacity.

9.4. Bidders must provide:

9.4.1. a minimum of 2 (Two) years audited or independently reviewed and signed Financial Statements

9.4.2. Proof of Funding or Provisional Funding from a recognised Financial Institution or proof of self-funding.

9.5. Bidders are required to submit the most recent financial statements available, specifically those relating to the most recent completed financial year preceding the date of submission.

9.6. Unincorporated Joint Ventures (JVs) must submit the financial statements of the entity designated to manage the JV's financial affairs. Where no such designation is provided, the bidding unincorporated JV must submit the financial statements of all JV partners.

9.7. In instances where investment is self-funded, Bidders are to provide company financials as per clause 9.2 and 9.4 and a letter from the bank that supports bidder's liquidity status, if self funded.

- 9.8. TRIM will calculate the averaged Key Financial Ratios which will be used to assess the Bidder's liquidity and solvency.
- 9.9. The Bidder is responsible to ensure the following data is provided:
- a. Current Ratio = Current Assets / Current Liabilities (Norm 2:1)
 - b. Solvency Ratio = Total Assets / Total Liabilities (Norm 1:1)

10. Business Case

10.1. Operational Model

- 10.1.1. The Bidder is required to provide an operational model demonstrating how the B-Network asset and associated rail operations will be operated, maintained, managed, and commercially sustained over the proposed concession period.
- 10.1.2. The operational model should, at a minimum, address:
- 10.1.2.1. the proposed operating philosophy and service model;
 - 10.1.2.2. utilisation of the rail infrastructure and associated facilities;
 - 10.1.2.3. operational interfaces with TRIM and other network users;
 - 10.1.2.4. maintenance and asset stewardship approach;
 - 10.1.2.5. resourcing and organisational structure;
 - 10.1.2.6. measures to ensure operational efficiency, network reliability, and long-term sustainability of the asset.
- 10.1.3. TRIM reserves the right to review the operational plan times submitted by the bidder, and should they prove not to be feasible, adjust these times accordingly, where applicable
- 10.1.4. The elements of the Operational model important for scoring purposes are:

10.1.4.1. Asset Utilisation and Concept Design (Qualitative Scoring ["QL"])

Bidders must submit an operational concept demonstrating how the B-Network line will be utilized optimally in support of their proposed business model. This must include the planned rail operations, cargo handling / passenger interfaces and integration with the core network, where applicable.

The operational concept must clearly detail expected traffic flows, train movements, loading and offloading processes, storage requirements (where applicable) and projected turnaround times.

The proposal should include:

- a) High level Concept design drawings or layouts that illustrate the intended configuration of the line.
- b) Identification of required upgrades, refurbishments or new installations to meet operational targets (e.g. lighting, drainage, pavement, security, digital systems, access roads).

10.1.4.2. Organisational Structure and Skills (QL)

The operational model should contain a high-level description of the bidder's organisational structure, including roles, responsibilities, and reporting lines.

The skills profiles of Board of Directors, Executive Leadership, and key operational personnel need to be included, and relevant CVs attached.

10.1.4.3. Technology and Innovation (QL)

The submission must include technology and automation proposals that improve operational visibility and asset utilisation.

Technologies and cargo handling methods to improve safety and operational efficiency.

10.2. Maintenance Commitment

10.2.1. Bidders are expected to provide a maintenance schedule that contains itemised plans and minimum annual maintenance spends per km per item.

10.2.2. Bidders are expected to improve Operational Efficiency and ensure technical maintenance standards are adhered to in line with the TRIM minimum network maintenance standard.

10.2.3. The bidder is expected to ensure that all technical and maintenance activities are carried out in accordance with the industry minimum maintenance standards and best practices.

10.2.4. This maintenance plan should form part of the bidders Business Case submission.

10.3. Security

10.3.1. Bidders are responsible to provide a high-level Security Management Plan and the Security Response Plan.

10.3.2. As a guide, please refer Annexure L for complete security plan template.

10.4. B-Network line Investment

10.4.1. As part of the Bid Response, a bidder must submit a high-level plan that outlines their investment commitment, stating how they would optimally develop the B-Network line assets.

10.4.2. For bid evaluation purposes, the investment commitment would be worked back to a per annum figure. Investment commitments beyond the first year are discounted at an annual rate of 12%.

10.4.3. The Bidder is required to submit an investment plan containing the following information relating to Investment within the B-Network line boundary, Investment outside the B-Network line boundary that supports line operations; and Investment in rolling stock, where such rolling stock is required for the operations or maintenance of the B-Network line:

10.4.3.1. The investment plan must clearly distinguish between investment in fixed assets and moveable assets to be undertaken during the concession period.

10.4.3.2. For evaluation purposes, only investment in fixed assets that will revert to TRIM at the end of the Concession period will be considered in the scoring. Temporary structures and moveable assets will not be considered in the bid evaluation.

- 10.4.3.3. All investment commitments made in the bid response will form part of the Concession Agreement, and the awarded Concessionaire will be contractually bound to deliver the investment as committed in this plan.
- 10.4.3.4. The Concession will be monitored and managed against the full investment plan (fixed and moveable assets).
- 10.4.3.5. Bidders are required to submit one set of figures only and not multiple scenarios.
- 10.4.3.6. Bidders must provide detailed information on investment inside the B-Network line boundary, which includes, but not limited to, the following investment categories:
 - a) Rail line rehabilitation, upgrades and maintenance of the B-Network line (including rail, sleepers, ballast, formation, drainage and structures).
 - b) Level crossing upgrades, protection systems and associated safety infrastructure.
 - c) Bridges, culverts and structural rehabilitation or strengthening works.
 - d) Drainage systems to be restored, upgraded and maintained.
 - e) Vegetation control, fencing and boundary protection along the B-Network line.
 - f) Signalling, train control and communication systems (where applicable to the B-Network line).
 - g) Lighting, safety and security installations at stations, sidings, loops and crossing points.
 - h) Service-facility upgrades within the B-Network line boundary (siding track, loading/unloading areas, basic yards, crew areas)
 - i) Loading and offloading equipment and resources required to meet specified turnaround times.
 - j) Upgrades that increase operational capacity (e.g. line rehabilitation or strengthening to increase capacity for example for longer trains or increased number of trains per day.
 - k) Station buildings, shelters, depots and operational structures to be upgraded and maintained where included in the B-Network line boundary.

11. Commercial Rental Offer

- 11.1. Bidders are required to provide bids for the concessioning of the B-Network line at market related rentals and Bidders are allowed to propose bids for rentals above market related value.
- 11.2. The rental offer proposals must be submitted as part of annexure F. Bidder are allowed include a separate annexure to address the rental offer comprehensively, if necessary, in addition to Annexure F.
- 11.3. It remains the responsibility of the Bidder to ensure that the market related rental proposed in their bids for the B-Network line is informed by the requisite property valuations conducted by an industry competent professional.

- 11.4. Bidders may be required to submit a valuation of the asset, supported by appropriate assumptions and methodology, to substantiate the commercial basis of their proposal. Where requested, such valuation must be prepared or certified by a suitably qualified independent professional.
- 11.5. Transnet will conduct its own market valuation on the facility that will be used to do a comparative analysis against what has been submitted.
- 11.6. In cases where there are discrepancies between what has been the bid submission vs the Transnet valuation, this will be dealt with in the contract negotiations phase with the successful Bidder.
- 11.7. Should Transnet and the Bidder be unable to reach agreement on the minimum rental during the contracting phase, Transnet reserves the right to withdraw the letter of award and proceed to the second ranked Bidder. A Letter of Award will be subject to the parties concluding a Concession agreement, thus including agreement on the rental amount.
- 11.8. Should the property valuation expire prior to Bid award, the valuation will have to be reviewed, and the rental charged could be amended as a result.

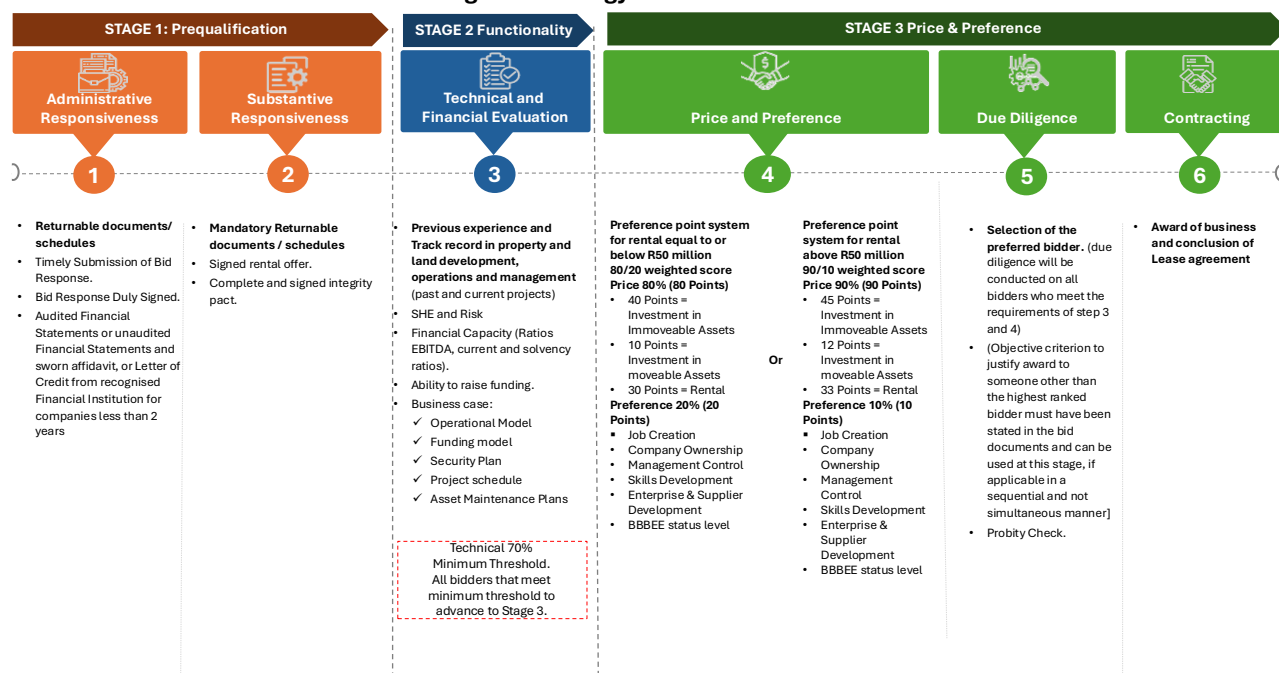
12. Company and Credit Risk Assessment

- 12.1. The Bidder must submit minimum two (2) years Audited (signed by an auditor) Financial Statements. If the bidding company is less than 2 years old, the Bidder needs to provide a Letter of Credit from recognized Financial Institution. The Financial Stability and Risk Assessment will inform the deposit required from the outcome of the credit risk assessment.
- 12.2. A previous bad payment history with Transnet might result in the highest-ranking Bidder not being recommended. This is evaluated during the financial risk assessment under probity check.
- 12.3. The qualifying Bidder is subjected to Credit Risk Assessment (risk grade) to determine deposit and guarantees required.

SECTION 4: EVALUATION METHODOLOGY

TRIM will utilise the following methodology and criteria in selecting a preferred Concessionaire:

TRIM Stations Lease Evaluation & Scoring Methodology



Stage One: Prequalification

Step 1: The test for administrative responsiveness will include the following:

• Whether the Bid has been lodged on time
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
• Verify the validity of all returnable documents
• Verify if the Bid document has been duly signed by the authorised respondent

Step 2: The test for substantive responsiveness will include the following:

• Signed Market Related Rental offer. Annexure F
• Completed and Signed Supplier/ Concessionaire Integrity Pact.

The Prequalification [Stage One, Step 1 and 2] must be passed for a Respondent's Proposal to progress to Stage Two, Functional Evaluation

Stage Two: Functional Evaluation, Minimum Threshold 70%

Step 3: The test for the Technical and Functional threshold will include the following:

Measures	Description	Score	Scoring Table
Experience and Track Record	Expertise and experience (years) in integrated logistics planning and operations, warehousing, commercial, industrial engineering and continuous improvement of the end-to-end supply value chains	10	<p>Provide Company Profile together with portfolio of evidence and minimum 1 reference letter from customer as proof of years of experience aligned to measure</p> <ul style="list-style-type: none"> • 0 = Failure to submit all necessary documentation/ No portfolio of evidence • 1 Point = 1 Year • 2 Points = > 1 Year ≤ 2 Years • 3 Points = > 2 Years and ≤ 3 Years • 4 Points = > 3 and ≤ 4 Years • 5 Points = > 4 Years
	Track Record (QL): demonstrate capability to safely, commercially and sustainably operate and invest in rail / logistics infrastructure of comparable complexity.	10	<p>Experience aligned to rehabilitating and revitalizing degraded, abandoned, or underutilized Railway assets.</p> <p>Portfolio of evidence should include:</p> <ul style="list-style-type: none"> • Size (m2, km) • Project Value • Project start and End date duration • Completion Certificate signed by both parties, if applicable. • Scope of involvement <p>Score will be allocated as follows:</p> <ul style="list-style-type: none"> • No submission or no infrastructure development track record = 0 • Limited logistics infrastructure development but not directly related to rail = 2 • Limited rail-related infrastructure experience demonstrated through subcontracting roles or isolated infrastructure activities of limited or smaller scale and complexity = 4 • Demonstrated track record in rail infrastructure rehabilitation, maintenance or upgrade projects of moderate scale = 6 • Strong demonstrated track record in development, rehabilitation, upgrade, or maintenance of freight rail infrastructure or comparable transport corridors of similar scale and operational complexity = 8 • Extensive and proven track record in large-scale rail infrastructure development, rehabilitation, concession or corridor upgrade programs of greater scale and complexity = 10

Measures	Description	Score	Scoring Table
Safety, Health, Environment & Risk	<p>A letter of commitment to acquiring railway safety permit with the following elements:</p> <ol style="list-style-type: none"> 1. Statement of commitment to acquiring railway safety Permit (Reference Railway Safety Regulator (RSR) website and declare understanding of the requirements for the safety permits and if the Bidder does not put in the statement of commitment score of ZERO will be awarded) 2. Statement of commitment to comply with occupational health and safety Act 85 of 1993 and its regulations 3. Letter on company letterhead 4. Dated and Signed by CEO/Director 5. Business address 	4	<ul style="list-style-type: none"> • 0 = no submission • 20% = 1 elements covered • 40% = 2 elements covered • 60% = 3 elements covered • 80% = 4 elements covered • 100% = 5 elements covered
	<p>Environmental Management Plan addressing the following items:</p> <ol style="list-style-type: none"> 1. Key Environmental Impacts and Possible Mitigation Measures and environmental liability provisions in the environmental screening tool in section 5 (40%) 2. Key Roles and Responsibilities (20%) 3. Environmental Monitoring, Training and Reporting (40%) 	5	<p>Refer to Annexures M & J for detail</p> <p>Item 1:</p> <ul style="list-style-type: none"> • 0 points = no submission • 1 point = 1 - 5 items addressed • 2 points = 6 - 10 items addressed <p>Item 2:</p> <ul style="list-style-type: none"> • 0 points = no submission • 0.5 point = 1 - 5 items addressed • 1 point = 6 - 10 items addressed <p>Item 3:</p> <ul style="list-style-type: none"> • 0 points = no submission • 1 point = 1 - 5 items addressed • 2 points = 6 - 10 items addressed
	<p>Risk Management</p> <ol style="list-style-type: none"> 1. Business Continuity Management plan. 2. Risk Management Plan 	6	<p>Business Continuity Plan and Risk Management Plan covered in Annexure N.</p> <p>Business Continuity is 4 points</p> <ul style="list-style-type: none"> • 1 points = 1-5 items addressed • 2 points = 6-10 items addressed • 3 points = 11-15 items addressed • 4 points = 15-21 items addressed <p>Risk Management is 2 points</p> <ul style="list-style-type: none"> • 1 point = 1-5 items addressed • 2 points = 6-10 items addressed

Measures	Description	Score	Scoring Table
Financial Capacity	Proof of funding relating to investment <ol style="list-style-type: none"> If Financed: Proof of funding letter from Financial Institution If Self-funded: Audited financial statements and bank letter of liquidity. <p>The letter should be on the financial institution letter head, have issue date, contain the name or names of the bidders, reference the project (if financed), nature of relationship and signed by authorized personnel.</p>	12	Financed <ul style="list-style-type: none"> 0 points = no submission or submission not in full compliant of the requirement. 10 points = Submission of a letter of intent from a registered financial Institution/Development Finance Institute on a letterhead, stating the nature of the relationship, funding commitment and signed. Self-funded <ul style="list-style-type: none"> 0 points = No submission or submission not in compliance of the requirement. 10 points = Submission of audited financial statements and a letter of liquidity from the bank.
	Profitability EBITDA	10	<ul style="list-style-type: none"> 0 = NO documents 2 Point = $\leq R1m$ 4 Points = $> R1m$ and $\leq R2m$ 6 Points = $> 2m$ and $\leq R3.5m$ 8 Points = $> R3.5m$ and $\leq R5m$ 10 Points = $> R5m$
	SOLVENCY RATIO (NORM IS 1:1 - TOTAL ASSETS DIVIDED BY TOTAL LIABILITIES)	5	<ul style="list-style-type: none"> 0 Point = Ratio < 0.5 1 Point = Ratio $\geq 0.5 < 0.8$ 3 Point = Ratio $\geq 0.8 < 1$ 5 Point = Ratio ≥ 1
	CURRENT RATIO (NORM IS 2:1 – CURRENT ASSETS DIVIDED BY CURRENT LIABILITIES)	5	<ul style="list-style-type: none"> 0 Point = Ratio < 1 1 Point = Ratio $\geq 1 < 1.5$ 3 Point = Ratio $\geq 1.5 < 2$ 5 Point = Ratio ≥ 2

Measures	Description	Score	Scoring Table
Business Case (Operational Model)	Operational Model (QL) The Bidder is required to provide a high-level operational model demonstrating how the B-Network asset and associated rail operations will be mobilised, operated, maintained, managed, and commercially sustained over the proposed concession period. The operational model should, at a minimum, address: <ul style="list-style-type: none"> the proposed operating philosophy and service model; utilisation of the rail infrastructure and associated facilities; 	6	Asset Utilisation and Concept Design Assessment of the Bidder's proposed utilisation of B-Network Line, including the operational layout, cargo flow efficiency, storage optimisation and overall functionality of the proposed concept design. <ul style="list-style-type: none"> 20% = optimal use of the facility for receiving, handling, and storing commodities/cargo from conventional transport modes; 20% = concept designs and operational layouts; 20% = material and cargo flow arrangements; 20% = storage optimisation methodology; and 20% = turnaround time considerations and operational efficiency measures.

	<ul style="list-style-type: none"> operational interfaces with TRIM and other network users; maintenance and asset stewardship approach; resourcing and organisational structure; measures to ensure operational efficiency, network reliability, and long-term sustainability of the asset. 	6	Organizational Structure and Skills (QL) Assessment of the Bidder's proposed organisational capability, governance structure, operational resourcing, and availability of relevant skills required to operate and manage the facility. The following items should be covered: <ul style="list-style-type: none"> 20% = A high-level organisational structure 35% = key operational roles and responsibilities 20% = Reporting lines and governance arrangements 10% = CV's of key strategic personnel 15% = CV's of key operational and Technical personnel
		6	Technology and Innovation (QL) Assessment of the Bidder's proposed use of technology, innovation, and modern operational practices to improve efficiency, safety and operational performance. <ul style="list-style-type: none"> 40% = Operational plans for innovation and modernisation 40% = technologies and solutions aimed at improving operational efficiency 20% = systems or processes to improve safety and operational monitoring
	Security A security management plan that includes the following principles: <ol style="list-style-type: none"> 1. Legal compliance (PSIRA, PAPA, Firearms) 2. Technology deployment plan 3. Target hardening measures in line with Minimum Physical Security Standards (MPSS) Security Emergency Response Plan, that include Incident management system (Smart technology) <ul style="list-style-type: none"> Detailed SOP on incident reporting Criminal case management Incident control and command centre Deter, deny, delay, detect, defend threat functions. 	10	Effective planning for security on the B-Network line. Annexure L <ul style="list-style-type: none"> Elements in the Security Management Plan totals 6 points. Elements in the Security Emergency Response Plan 4 points.
	B-Network line Maintenance Plans (QL) The Bidder must demonstrate: <ul style="list-style-type: none"> Maintenance philosophy and methodology. Preventive and corrective maintenance approach. Maintenance planning and scheduling. Asset condition monitoring and inspection processes. Maintenance governance, technical capability and resourcing. Critical spares, equipment and contractor strategies; 	5	Assessment of the Bidder's ability to sustainably maintain and preserve the asset in a safe, reliable and operationally efficient condition throughout the concession period. <p>Asset Maintenance Strategy covering:</p> <ul style="list-style-type: none"> ✓ 20% = Preventive maintenance philosophy ✓ 20% = Corrective maintenance approach ✓ 20% = Lifecycle management ✓ 20% = Inspection methodologies ✓ 20% = Maintenance intervals

Bidders are to note that TRIM 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.

Summary total

FUNCTIONALITY ASSESSMENT	MAXIMUM NO OF POINTS
Experience and Track Record	20
Safety, Health, Environment & Risk	15
Financial Capacity	32
Business Case	33
TOTAL	100

The minimum threshold of 70% for technical/functionality [Stage 2, Step 3] must be met or exceeded for a Respondent's Proposal to progress to the Stage 3 for final evaluation.

Stage Three: Price and Preference (80/10 or 90/10)

Step 4: Price and preference will be evaluated using the 80/20 principles for RFPs ≤ R50 million or 90/10 for RFPs above R50 million.

The following formula must be used to calculate the points for price in respect of income-generating contracts, with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

Formula

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

Where-

P_s = Points scored for price of tender under consideration.

P_t = Price of tender under consideration; and

P_{max} = Price of highest acceptable tender.

- A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.
- 90/10 preference point system for tenders for income-generating contracts with Rand value above R50 million

The following formula must be used to calculate the points for price in respect of income-generating contracts, with a Rand value above R50 million, inclusive of all applicable taxes:

Formula

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

Where-

P_s = Points scored for price of tender under consideration.

P_t = Price of tender under consideration; and

P_{max} = Price of highest acceptable tender.

- A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.
- The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer, scoring the highest points.

Criteria for breaking deadlock in scoring

- (1) If two or more bidders score an equal total number of points, the contract must be awarded to the bid that scored the highest points for specific goals.
- (2) If two or more bidders score equal total points in all respects, the award must be decided by the drawing of lots.

PRICE

Measures	Description	Score 80/20 (90/10)	Scoring Table
Investment offer and Rental Price Offer (80)	B-Network line Investment Investment categories to be covered in plan can include but is not limited to: <ol style="list-style-type: none"> 1. Rail line rehabilitation, upgrades and maintenance of the B-Network line (including rail, sleepers, ballast, formation, drainage and structures). 2. Level crossing upgrades, protection systems and associated safety infrastructure. 3. Bridge, culvert and structural rehabilitation or strengthening works. 4. Drainage systems to be restored, upgraded and maintained along the B-Network line. 5. Vegetation control, fencing and boundary protection along the B-Network line. 6. Signalling, train control and communication systems (where applicable to the B-Network line). 7. Lighting, safety and security installations at stations, sidings, loops and crossing points. 8. Service-facility upgrades within the B-Network line boundary (siding track, loading/unloading areas, basic yards, crew areas) 9. Loading and offloading equipment and resources required to meet specified turnaround times. 10. Upgrades that increase operational capacity (e.g. line rehabilitation or strengthening to increase capacity for example for longer trains or increased number of trains per day. 11. Station buildings, shelters, depots and operational structures to be upgraded and maintained where included in the B-Network line boundary. 12. The timing and cost for each aspect of the investment over the period of the Concession need to be included. 	40 (45) Points (Calculations based on Immovable Assets) 10 (12) Points (Calculations based on Moveable Assets)	<p>Formula</p> $Pr = Ap(X_{high} + (Pt - Phigh) \frac{(X_{low} - X_{high})}{(Plow - Phigh)})$ <p>Pr: Points to be awarded for the offer under consideration</p> <p>Pt: Offer under consideration</p> <p>Phigh: Highest offer received</p> <p>Plow: Lowest offer received</p> <p>Xhigh: Score for highest offer received</p> <p>Xlow: Score for lowest offer received</p> <p>Ap: Percentage allocated for this segment.</p>
	Rental Offer: The highest acceptable annual Basic Rental offer will obtain the maximum percentage allocated for price. The other Applicants with lower Basic Rentals will proportionately obtain lower percentages based on this formula. In the event that 1 bid proceeds to the technical evaluation stage, maximum points will be	30 (33)	<p>Pr = (Pt/P high) x Ap</p> <p>Where:</p> <p>Pr = points to be awarded for the offer under consideration</p> <p>Pt = the annual Basic Rental offer under consideration</p> <p>P high = the highest annual Basic Rental offer received</p>

Measures	Description	Score 80/20 (90/10)	Scoring Table
	awarded to that bidder in the absence of another offer to compare with. Annexure F		Ap = percentage allocated for the price (80 points)
	Notes on the Rental Offer: If the highest scoring Bidder did not offer a market-related Rental Offer, TRIM reserves the right not to award the Concession to that Bidder. TRIM may: <ol style="list-style-type: none"> Negotiate a market-related rental with the Bidder with the highest score or cancel the RFP. If the highest scoring Bidder does not agree to a market-related rental, TRIM may negotiate a market-related rental with the Bidder with the second highest score or cancel the RFP; If the Bidder with the second highest score does not agree to a market-related rental, TRIM may negotiate a market-related rental with the Bidder with the third highest score or cancel the RFP. If a market-related rental is not agreed upon with the Bidder with the third highest score, Transnet must cancel the RFP. *For monthly rental, Transnet shall commission a Registered Professional Valuer and Member of the South African Institute of Valuers to conduct market evaluation study for each B-Network line it takes out to the market to avoid anti-competitive behaviors from Bidders (limit, restrict or eliminate competition/abuse of dominance).		

PREFERENCE

Measures	Description	Score (90/10)	Scoring Table
Specific Goals	Job Creation Jobs created for Citizens, Black People (including Black Women, Black Youth and PWD) and Citizens from Local Communities.	4 (2)	No. of Jobs created in this category as a % of total staff compliment. • Highest number of jobs created will receive the maximum points allocated to this segment. All other Bidders with fewer jobs created will receive proportionally less points based on the formula. Formula $Pr = Ap(X_{high} + (Pt - Phigh) \frac{(X_{low} - X_{high})}{(Plow - Phigh)})$ Pr: Points to be awarded for the offer under consideration Pt: Offer under consideration Phigh: Highest offer received Plow: Lowest offer received Xhigh: Score for highest offer received Xlow: Score for lowest offer received Ap: Percentage allocated for this segment.
	Company Ownership Ownership by Black People (including Black Women, Black Youth and PWD), in the Company. Ownership by Local Communities in the company.	4 (2)	Number of individuals in this category as a % of total directorship. Ownership of the enterprise i.e. 25%+1 voting rights in the hands of Black people <ul style="list-style-type: none"> ≥ 90% - 4 ≥ 80% - 3 ≥ 70% - 2 < 70% - 0
	Management Control Which focuses on the involvement of Black People (in particular Black Women, Black Youth and PWD) in board directorship, Executive Management, and Senior Management.	4 (2)	No. of individuals in this category as a % of total in category. <ul style="list-style-type: none"> ≥ 90% - 4 ≥ 80% - 3 ≥ 70% - 2 < 70% - 0
	Skills Development Which focuses on the contributions made by the Company to improve the skills of Employees, local learners at	4 (2)	Amount projected to spend as a % of Turnover. <ul style="list-style-type: none"> Highest offer will receive the maximum points allocated to this segment. All other Bidders with lower offers will receive proportionally less points based on the formula

Measures	Description	Score (90/10)	Scoring Table
	higher education institutions (Black Women, Black Youth and PWD).		
	Enterprise and Supplier Development: Which focuses on the contribution by the bidding company towards buying goods and services from local SMMEs and company's plans to supplier development and enterprise development initiatives intended to assist and accelerate growth and sustainability of enterprises owned by Black Women, Youth and PWD	4 (2)	<ul style="list-style-type: none"> Amount projected to spend as a % of Turnover. Highest offer will receive the maximum points allocated to this segment. All other Bidders with lower offers will receive proportionally less points based on the formula

Step 5: Objective Criteria

Selection of the preferred Bidder.

Objective criteria to justify award to someone other than the highest ranked Bidder can be used at this stage, if applicable, in a sequential and not simultaneous manner. The follow objective criteria will apply:

- i. Outcomes of a Probity check - A probity check is a due diligence process carried out before awarding a Concession to a company, mitigating risk for Transnet.
- ii. The following aspects are a broad illustration of what the Probity check would consider however this list is not exhaustive:
 - ✓ The company financial position.
 - ✓ Credit Risk Assessment.
 - ✓ Companies flagged by National Treasury

Preferred Bidder Guarantees

The Preferred Bidder may be required, prior to execution of the Concession Agreement, to provide one or more guarantees or securities acceptable to TRIM, including but not limited to:

- Performance Guarantees;
- Parent Company Guarantees;
- Rental Guarantees;
- Financial Close Commitments; and/or

- Investment Security Instruments.

The nature, form, and value of such guarantees shall be determined by TRIM based on the nature of the transaction, investment commitments, operational obligations and associated commercial risks.

Failure by the Preferred Bidder to provide the required guarantees within the prescribed timeframes may result in withdrawal of the award and/or appointment of an alternative bidder.

Step 6: Award of Concession and Conclusion of Concession Agreement

Immediately after approval to award the Concession has been received, the successful or preferred Bidder(s) will be informed of the acceptance of their Bid either by way of a Letter of Award or Letter of Intent where TRIM will negotiate the final terms and condition of the Concession agreement with the successful Respondent(s).

Thereafter the final Concession agreement will be concluded with the successful Respondent(s).

Should the parties fail to reach agreement on the terms of the Concession Agreement, TRIM reserves the right to withdraw the award letter and proceed to engage the next ranked Bidder in Stage 3.

Section 5: SUMMARY OF OFFER

1. National Railway Safety Regulator Act

In compliance with the National Railway Safety Regulator Act 30 of 2024, the successful Respondent [**the Bidder**] shall comply fully with the specifications as set out in this Request for Proposal and shall also adhere to railway safety requirements and/or regulations, where applicable. The Bidder shall grant Transnet access, during the term of the Concession agreement, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

2. Service Levels

Service Levels will be determined and approved as per the Concession Agreement

3. Total Cost of Ownership and Continuous Improvement Initiatives

Bidder commit, for the duration of any Concession agreement which may be awarded through this Request For Proposal process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [**TCO**], which will reduce the overall cost of B-Network line maintenance and logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

Bidder must briefly describe their commitment to **TCO** and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific

areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Proposal if there is insufficient space available below.

4. Risk

Bidder 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:

4.1 Continuity of service:

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

4.3 Compliance with the National Railway Safety Regulator Act 30 of 2024:

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

SECTION 6: BUSINESS PROPOSAL FORM AND LIST OF REQUIRED DOCUMENTS

I/We _____

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

carrying on business trading/operating as

represented by _____

in his / her 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 Bid Negotiations with highest ranked Bidder(s).

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

I/We hereby offer to Concession the abovementioned B-Network line at the Rental Offer quoted in the bid submission. The offer to Concession also includes delivering on all commitments in the bid submission including but not limited to the implementation of the Operational Model and investment on the B-Network line. This will be done in accordance with the terms set forth in the documents listed in the accompanying schedule of Request For Proposal documents.

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

- (i) Standard Concession 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 (Commercial Proposal).

Should Transnet decide that a formal Concession agreement should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal Concession agreement 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 written Concession agreement if called upon to do so, or fail to commence the occupation and use of the Concessioned B-Network line within the time period, or on the date stipulated by TRIM, TRIM may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, in the absence of a formal written Concession agreement, 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 Request For Proposal including non-performance by ourselves. etc.

I/we agree that in the absence of a formal written Concession agreement, non-compliance with any of the material terms of this Request For Proposal, including those mentioned above, will constitute a material breach of the terms of this Request For Proposal, and provide Transnet with cause for cancellation.

1. Address for Notices

The law of the Republic of South Africa shall govern this Request For Proposal, and any contract or Concession agreement created by the acceptance of this Request For Proposal or entered into pursuant to this Request For Proposal. The *domicilium citandi et executandi* shall be an address 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 Bidder 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 Concession agreement which may have to be entered into in the event of their Proposal being accepted, and to act on their behalf in all matters relating to such Concession agreement.

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

Name _____ of _____ Entity:

Address:

2. Notification of award of Request For Proposal

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

3. 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 Request For Proposal 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)

4. Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below, and Bidder 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	Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this Request For Proposal <u>will</u> result in a Respondent's disqualification.
Returnable Documents Used for Scoring	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.
Essential Returnable Documents	Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Bidder 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.

All Returnable Sections must be signed, stamped, and dated by the Respondent.

RETURNABLE DOCUMENTS WITH DETAILS OF BIDDER

A. **Type of Entity** (Please tick the box)

☐

Individual/ Sole Proprietor

☐

Close Corporation

☐

Company

☐

Joint Venture/Partnership/Consortium

☐

Other

B. Required Details (Please provide applicable details in full):

Name of Company:			
Trading as (if different from above):			
Company Registration:			
Physical Address:			
Postal Address:			
Contact details of the person duly authorised to represent the Bidder:			
Income Tax Number:			
VAT Registration Number:			
SARS Tax Compliance Status Pin:			
National Treasury Central Supplier Database Registration:			
Is Bidder the accredited representative in South Africa for Goods/Services/Works offered?	<table border="1"> <tr> <td>Yes</td> </tr> <tr> <td>No</td> </tr> </table> <p>If yes, enclosed proof</p>	Yes	No
Yes			
No			
Is Bidder a foreign based supplier for Goods/Service/Works offered?	<table border="1"> <tr> <td>Yes</td> </tr> <tr> <td>No</td> </tr> </table> <p>If yes, answer the questionnaire to Bidding Feign Suppliers.</p>	Yes	No
Yes			
No			

Questionnaire to Bidding Foreign Suppliers:	Is the Bidder a residence of the Republic of South Africa or an entity registered in SA?
	<div>Yes</div> <div>No</div>
	Does the Bidder have permanent establishment in the Republic of SA?
	<div>Yes</div> <div>No</div>
	Does the Bidder have any source of income in the Republic of SA?
	<div>Yes</div> <div>No</div>
	Is the Bidder liable in the Republic of SA for any form of taxation?
	<div>Yes</div> <div>No</div>
	Is the Bidder liable in the Republic of SA for any form of criminal charges or criminal record?
	<div>Yes</div> <div>No</div>
If yes, produce any formal letter from the South African police that stipulates the charges and record.	

4.1. Mandatory Returnable Documents

Bidder 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]
Bid documentation duly signed by the Bidder	
Minimum of 2 year audited and signed Financial Statements * For all entities required by the Companies Act to have audited financial statements, if not audited and signed by an auditor, Bidder will be disqualified * Financial Statements must come from the bidding company and not a Holding Company or Group * If not required to have audited financial statement, the unaudited financial statements should be reviewed and signed by a CA(SA) or equivalence. * If bidding company has been in existence for less than 2 years, the Bidder needs to provide a Letter of Credit from recognised Financial Institution (obtain rating of financial institutions from Finance)	
SBD1 form Section 1	
Signed rental Offer – Annexure F	
Company Of Registration (COR) with Copy of Id of Directors	
Bank rating Letter	

4.2. Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Bidder 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:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes/No]
Operational plan to introduce innovation in order to improve Operational Efficiency. Bidders to provide operational plan which addresses daily train operations capabilities and capacities (Number of trains/day);	

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes/No]
Rate for handling, storage and haulage on the B-Network line (Rand per ton)	
Annexure F2A_DCF Template	
Annexure F2B_Detailed Investment Plan	
Annexure F3_Community Development Plan	
Annexure G: Risk Assessment	
Proof of security of funding	
Documentation regarding the management of environment matters (including compliance), risk, safety, and business continuity	
Community Development Plan	
B-BBEE status	
Operational readiness plan / project schedule	
Job-Creation Schedule	

4.3. **Essential Returnable Documents required in the Concession Application Form:**

Over and the above the requirements of section (a) and (b) mentioned above, Bidder 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	SUBMITTED [Yes/No]
Certificate of Incorporation or any amendment thereto	
Certificate to Commence Business	
Memorandum of Articles of Association	
Resolution signed by the company Secretary or Chairperson and copy/copies of identity document/s of person/s authorised to act on behalf of the company and sign the Concession agreement and in what capacity	
Certificate from Secretary / Auditor of the company confirming address of registered office where processes are to be served	
Proof of Insurance	
DOA	
CSD	
Letter of Good Standing	
CIBD	

5. 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 Concession agreement emanating from this Request for Proposal. Should the Respondent be awarded the Concession agreement [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____

WITNESSES

Name: _____ Date: _____
Signature: _____

Name: _____ Date: _____
Signature: _____

RESPONDENT'S AUTHORISED REPRESENTATIVE:

Name: _____ Date: _____
Signature: _____

SECTION 7: CERTIFICATE OF ACQUAINTANCE WITH REQUEST FOR PROPOSAL MASTER AGREEMENT (STANDARD CONCESSION AGREEMENT) AND 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 Request for Proposal. 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 to properly take it into account for the purpose of calculating Bided prices or for any other purpose:

1	Transnet's General Bid Conditions
2	Master Agreements (Standard Concession Agreement Section 17 of this RFP)
3	Transnet Integrity Pact
4	Non-disclosure Agreement
5	Asset specifications and drawings attached to this Request for Proposal, Annexure A
6	Supplier Declaration Form and all supporting documents (new customers only).

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the Request for Proposal 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 Request For Proposal 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 Request For Proposal documents included in the Request For Proposal as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this _____ day of _____ 20____

WITNESSES

Name: _____ Date: _____

Signature: _____

Name: _____ Date: _____

Signature: _____

RESPONDENT'S AUTHORISED REPRESENTATIVE:

Name: _____ Date: _____

Signature: _____

SECTION8: REQUEST FOR PROPOSAL DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. TRIM has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for Request For Proposal Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request For Proposal;
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the B-Network lines and/or the Concessioning of such B-Network lines as well as related TRIM information and employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations, business requirements and assets owned and/or used by TRIM. 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 us (the Respondent) in arriving at our Bid Price or our conclusion of the relevant contracts.
4. At no stage have we received additional information relating to the subject matter of this Request for Proposal from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the Request For Proposal documents;
5. We are satisfied, as far as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this Request for Proposal and the requirements requested from Bidders in responding to this Request For Proposal 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 document 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 Request for Proposal; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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.

Breach of Law

12. 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____

DULY AUTHORISED AND FOR AND ON BEHALF OF	Registered Company name:
	Registration No of Company/CC
Name:	
Position:	
Signature:	
Date:	
Place:	

AS WITNESS:	
Name:	
Position:	
Signature:	

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

SECTION 10: BRIEFING SESSION ATTENDANCE FORM

Name of Briefing Session attending:	
Date and Time:	
Name and surname of attendee:	
Job Title:	
ID Number:	
Company name:	
Company Address:	
Company Contact Details:	
Company Postal Address	

SIGNED at _____ on this _____ day of

_____ 20 ____

TRIM to sign:

Name:

Position:

Signature:

SECTION 11: JOB-CREATION SCHEDULE

THIS SECTION NEEDS TO BE COMPLETED AND INCLUDED IN THE BID SUBMISSION

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

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

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

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

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

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

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

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

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				

Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to Bid / request for proposal. 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, Transnet requires the Bidder to make this declaration in respect of the details required hereunder.

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

2. BIDDER'S DECLARATION

2.1 Is the Bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

Yes	No

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 the table below.

Full Name	ID Number	Name of State Institution

2.2 Do you, or any person connected with the Bidder, have a relationship with any person who Is employed by the procuring institution?

Yes	No

If so, furnish particulars:

2.3 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

If so, furnish particulars:

3. DECLARATION

3.1 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: -

3.2 I have read and I understand the contents of this disclosure.

3.3 I understand that the accompanying Bid will be disqualified if this disclosure is found not to be true and complete in every respect.

3.4 The Bidder has arrived at the accompanying Bid independently from, and without Consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.

3.5 There have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the Bid, bidding with the intention not to win the Bid and conditions or

delivery particulars of the products or services to which this Bid invitation relates.

- 3.5 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.
- 3.6 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.
- 3.7 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 the Bidder maybe 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 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST THE BIDDER 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.

.....
Position

.....
Name of Bidder

.....
Signature

.....
Date

SECTION 12: OVERVIEW OF CONCESSION ARRANGEMENTS OF THE HARTIES B- NETWORK LINE

1. Overview of Concession Arrangements

1.1. TRIM intends to grant the Concession on best practice principles and to ensure that the following are undertaken on standards acceptable to Transnet at the risk of and for the account of the Concessionaire without recourse to Transnet for funding or resources:

- a) The B- Network and freight rail operations on the B- Network Line
- b) The short-haul freight rail service to be offered by the Concessionaire.
- c) The maintenance and the upgrade of the rail infrastructure.
- d) The maintenance of the properties along the railway line and
- e) The requisite access to the Core Network by the Concessionaire at the election of and determined by Transnet.

1.2. **The arrangements will, subject to the terms of the Transaction Agreements, be implemented on the basis that:**

- a) TRIM grants to the Concessionaire (at the risk of the Concessionaire) for purposes of undertaking the Concession, rights of use of the rail infrastructure, where:
 - i. the B-Network Line component of the rail infrastructure will be made available on a concession basis, for which a concession fee will be payable by the Concessionaire; and,
 - ii. at the election of and determined by TRIM, the Core Network component (being the Access Route) of the rail infrastructure may be made available on a controlled and limited access basis, for which an access fee will be payable by the Concessionaire.
- b) The concessionaire must approach a train operator if they will not be able to run the train operations while they will manage the B-Network assets.
- c) The Concessionaire is expected to finance and undertake the required design, refurbishment and upgrading works in consultation with all stakeholders, including TRIM, the Rail Safety Regulator, provincial authorities, relevant local authorities and environmental authorities.
- d) The Concessionaire will finance and undertake the operations of a freight rail service and undertake maintenance of the B- Network component of the rail infrastructure.

1.3. The Concessionaire will finance and undertake the maintenance of the properties along the B- Network Line.

1.4. If TRIM, in response to a property offer made by a Bidder accepts such property offer, then TRIM would (as lessor) conclude a lease with the Concessionaire (as tenant) in respect of that adjacent

property(ies), where the tenant would pay rent to the TRIM for the duration of the lease (whose term will be same as the concession term);

- 1.5. Upon expiration (or early termination) of the Concession and the lease agreement, if any, TRIM will take control of the rail infrastructure, the leased land (if any) and all improvements thereon, if any, with no further compensation to the Concessionaire.
- 1.6. There would be no general access by the Concessionaire onto the Core Network, where the respective operations of the Concessionaire and TRIM in relation to the B-Network Line and the Access Route would be clearly defined.
- 1.7. Any access by the Concessionaire to the Core Network (being the Access Route) would be controlled and limited to traversing the Core Network up to the Marshalling Yard and entering a Marshalling Yard, or similar natural hand-over point; and
- 1.8. The Marshalling Yard(s) or similar natural hand-over point(s) would be controlled and operated by TRIM, assuming that these are located on the Core Network.

2. Proposed Arrangements in respect of Assets

The assets that will be the subject of the Concession Agreement may be categorised into three subcategories, namely:

2.1. Railway land, which would be:

- a) The land on which the railway is constructed (in respect of active or partially active lines).
- b) The land on which the railway was constructed but has since been removed (in respect of closed or partially Closed Lines).
- c) The rail reserve, inclusive of the service roads but excluding any private sidings.
- d) Designated train station, exchange yards and marshalling yards on the B-Network Lines; and any other land parcels identified by TRIM as forming part of the land to be concessioned.

2.2. Rail infrastructure, which comprise of:

- a) All fixed improvements on the railway land, including the track, ballast, sleepers, bridges, viaducts, culverts, signalling; and
- b) Moveable rail assets, which would be:
 - i. All those assets on the railway land or used in the maintenance or operation of the rail infrastructure which are not fixed to the land or improvement in question and which TRIM has offered to the Concessionaire through a lease or for sale.

- ii. Retained by TRIM and removed at TRIM expense from the railway, save where a Concessionaire in its bid proposal indicates that it wishes to acquire or make use of such moveable assets, and TRIM agrees to sell/transfer same to the Concessionaire.

3. Principal Obligations of TRIM

3.1. The anticipation is that TRIM would have four (4) principal obligations to deliver under the Concession Agreement, namely:

- a) To make the railway land for the B-Network Line available to the Concessionaire – to be regulated in the Concession Agreement.
- b) To make the rail infrastructure for the B-Network Line available to the Concessionaire – to be regulated in the Concession Agreement.
- c) At the election of and determined by TRIM, to potentially permit the Concessionaire to traverse the Access Route and to provide controlled and limited access by the Concessionaire to the Marshalling Yard(s) or other natural hand-over point(s) on the Core Network – to be regulated respectively in the Track Access Agreement.
- d) TRIM will make available the railway land and the rail infrastructure to the Concessionaire on the following basis:
 - i. The railway land and rail infrastructure would be made available to the Concessionaire on the basis that the Concessionaire is the network operator of the B-Network Line. This would not detract from TRIM's rights to access the railway land and rail infrastructure for inspection purposes to satisfy itself that the Concessionaire is fulfilling its concession obligations.
 - ii. The Concessionaire would be obliged, to grant reasonable access to the B-Network Line (subject to its operating schedule and safety requirements and other terms and conditions recorded in a separate track access agreement) to:
 - ✓ Those persons to whom TRIM has already granted (prior to the concession) rights of access to the B-Network Line, or to traverse the B-Network Line with their own (or TRIM) rolling stock; and
 - ✓ Those persons, whether governmental or non-governmental who require access to reach rural communities in order to provide or roll out on a social welfare or humanitarian basis essential services, products or goods.

- 4. The Concessionaire would have to operate the B-Network on a open access basis together with its own requirements. If differently the Concessionaire may not overturn nor overthrow the public's nature of the railway land and rail infrastructure through privatising some. This may not necessarily restrict a

Concessionaire from entering into contracts with customers whose demands actually take up a significant proportion of the Concessionaire's capacity.

5. TRIM will retain ownership of the B-Network Line land and rail infrastructure (assets) and grant the Concessionaire a long-term right of use in respect of such assets for a concession fee on a 'use it / lose it' basis.
6. The B-Network Line Clusters will be handed over "voetstoots" (on an "as is, where is" basis) at the start of each Concession. TRIM will monitor the condition of the assets to ensure the network is maintained on the whole of life basis and remains in no worse condition than at commencement of the Concession.
7. TRIM will also provide leases to adjacent properties for periods that may be commensurate with the period of the Concession, as well as access to specific Marshalling Yards from which TRIM will on-haul cargo on the Core Network for delivery to customers in instances where the Concessionaire enters into a Track Access Agreement with TRIM.

8. Principal Obligations of Concessionaire

- 8.1. The Concessionaire will have to look after the rail infrastructure and facilities by doing one, more or all of the following:
 - a) designing and undertaking (or procuring the undertaking) of any requisite upgrade works to the rail infrastructure and facilities, whether to meet its own bid proposal requirements, or rail safety regulatory requirements.
 - b) The considerations and assumptions regarding the upgrading of rail infrastructure are:
 - i. the base line condition will be determined by TRIM and disclosed in the RFP.
 - ii. Bidders will be given opportunity during its bid proposal formulation period to undertake a due diligence investigation on the condition of the rail infrastructure.
9. If Bidder identifies any issues which are inconsistent with TRIM's assessment of condition, these issues should be clearly recorded in the Proposal and will be resolved by TRIM and the Preferred Bidder, should the Respondent be selected as Preferred Bidder.
10. The agreed condition of the rail infrastructure would be recorded in a schedule to the Concession Agreement, comprising the agreed base line, which the Concessionaire will be obliged, as a minimum, to always maintain for the Concession term.
11. The nature, extent and timing of any upgrading work to the rail infrastructure as identified by the Concessionaire would be recorded, in a schedule to the Concession Agreement.

12. Any proposed changes in technical specification to any part of the rail infrastructure, including alignment and gauge would require the prior approval of TRIM.
13. Any upgrading works as identified, either at commencement of the Concession term or later, would have to be undertaken by an entity approved by TRIM and at the cost of the Concessionaire.
14. Any initial upgrade to the rail infrastructure identified by TRIM will be undertaken by TRIM, either prior to the commencement of the Concession, or during the initial phase of the Concession, depending on circumstances, resource availability and model being pursued.
15. Planning and undertaking (or procuring the undertaking) of any requisite maintenance works (planned and unplanned) to the rail infrastructure, whether to meet its own Bid proposal requirements, or Rail Safety Regulator requirements, would be at the Concessionaire's own cost.
16. The principal underlying considerations are that:
 - 16.1. Any and all maintenance work to the rail infrastructure be undertaken by any person(s) who are duly certified to carry out such work (whether certified by a recognised industry association, or by TRIM), alternatively are acceptable to TRIM.
 - 16.2. The Concessionaire will, under the Concession Agreement, furnish its annual planned maintenance programme and report on its implementation of such programme, including any unplanned maintenance work undertaken during the reporting period in question.
 - 16.3. TRIM would be entitled at periodic intervals not less frequent than one year to undertake an inspection of all or any part of the rail infrastructure to satisfy itself that:
17. The agreed base line condition is being maintained for the following reasons:
 - 17.1. That the Concessionaire is adequately carrying out its planned maintenance (and unplanned maintenance programme) as reported, or as required under the Concession Agreement to undertake, at its risk and cost, one or more freight rail services.
 - 17.2. To procure the operation of a safe, reliable and efficient rail service to meet contracted performance requirements and other objectives of the Concessioning Programme; and
 - 17.3. To furnish a form of financial security (Performance Bond) to TRIM to underpin the Concessionaire's maintenance obligations and other obligations under the Concession Agreement.

18. Following selection by TRIM, the Concessionaire will be required to obtain safety permits and any other required licences from the Railway Safety Regulator in terms of the National Railway Safety Regulator Act 30, 2024, before commencing operations on the B-Network Lines. Railway Safety Act 30 of 2024, which aims to regulate railway safety in South Africa. Key aspects include:
- 18.1. Establishment of the Railway Safety Regulator to oversee safety compliance and regulatory functions.
 - 18.2. Creation of a national railway safety information and monitoring system to ensure effective regulation and compliance.
 - 18.3. Implementation of safety management systems and critical grades to enhance safety performance.
 - 18.4. The Act also includes provisions for appeals and transitional arrangements to ensure a smooth transition from previous regulations.
19. A concession fee will be payable by the Concessionaire for the right to operate a B-Network Line Cluster. The Concessionaire will be required to make the necessary capital investments (where applicable), which would include upgrading and maintaining the railway and other infrastructure assets to TRIM's standards throughout the concession period.
20. Based on the existing condition and future planned use of the B-Network Line Clusters, Concessionaires will develop and commit to asset maintenance regimes with TRIM. In addition, the Concessionaire will be required to lodge and maintain a performance bond (or other form of security) as security and for the proper maintenance of the capital assets forming part of the Concession over the life of the Concession.
21. The Concessionaire will be responsible for paying municipal rates and taxes on leased properties, which must also be maintained to an agreed standard for the duration of the Concession period.
22. The Concessionaire will provide freight railway services to a range of customers on a common user basis. Services will be operated in accordance with the railway safety management standards set out in South African National Safety Standards (SANS 3000-1:2009).
23. The Concessionaire will also be required to commit to broad-based black economic empowerment and socio-economic local development obligations as part of the Concession arrangement.