

**Transnet Port Terminals**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR INFORMATION [RFI]

Information is required to enable Transnet to embark on a long-term partnership strategy with OEMs for strategic equipment.

THEREAFTER**THROUGH A SEPARATE "REQUEST FOR PROPOSAL" [RFP] PROCESS**

to appoint national Service Providers to **undertake the supply, maintenance, and refurbishment of all port handling equipment.**

RFI NUMBER: TPT/2022/03/7/RFI

ISSUE DATE: 30 MARCH 2022

CLOSING DATE: 29 APRIL 2022

CLOSING TIME: 10:00 AM

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**RFI for the OEM Long Term Partnership Strategy
for Transnet SOC Ltd operating as Transnet Port Terminals**

SECTION 1: SBD1 FORM

**PART A
INVITATION TO RFI**

YOU ARE HEREBY INVITED TO RFI FOR REQUIREMENTS OF THE OEM LONG TERM PARTNERSHIP STRATEGY, A DIVISION TRANSNET SOC LTD							
RFI NUMBER:	TPT/2022/03/7/RFI	ISSUE DATE:	30 MARCH 2022	CLOSING DATE:	29 APRIL 2022	CLOSING TIME:	10:00 am
DESCRIPTION	THE OEM LONG TERM PARTNERSHIP STRATEGY						
RFI RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR RFI RESPONSES ONTO THE TRANSNET SYSTEM <i>(please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):</i> https://www.transnet.net							
RFIDING PROCEDURE & TECHNICAL ENQUIRIES MAY BE DIRECTED TO							
CONTACT PERSON	Sibongile Dlamini						
TELEPHONE NUMBER	072 186 6846						
E-MAIL ADDRESS	Sibongile.dlamini2@transnet.net						
SUPPLIER INFORMATION							
NAME OF RESPONDENT							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							

Respondent's Signature

Date and Company Stamp

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO RFIDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.	

PART B TERMS AND CONDITIONS FOR RFIDING

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

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

SIGNATURE OF RESPONDENT:

CAPACITY UNDER WHICH THIS RFI IS SIGNED:

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

DATE: _____

 Respondent’s Signature

 Date and Company Stamp

SECTION 2: NOTICE TO RESPONDENTS

1 INFORMATION REQUEST

Information is requested from interested persons, companies, close corporations or enterprises [hereinafter referred to as the **Respondent(s)**] to supply the aforementioned information to Transnet.

Respondents are to note that the subsequent Request for Proposal [**RFP**] when is issued by Transnet will be to the open market where only OEM's can respond.

DESCRIPTION	RFI for the OEM Long Term Partnership Strategy for Transnet SOC Ltd operating as Transnet Port Terminals [the Goods/Services]
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, Respondents are advised to check on the other media for advertised tenders.
RFI DOWNLOADING	<p>This RFI may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za and Transnet website at www.transnet.net free of charge.</p> <p>To download RFI and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd; <p>Once the tender has been located in the list, click on the 'Tender documents' tab and process to download all uploaded documents.</p> <p>The RFI 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 RFI or clarifications will be published on the e-tender portal and Transnet website. Respondents are required to check the e-tender portal and Transnet website prior to finalising their RFI submissions for any changes or clarifications to the RFI.</p> <p>Transnet will not be held liable if Respondents do not receive the latest information regarding this RFI.</p>
RFI BRIEFING SESSION	<p>Yes, Non-compulsory</p> <p>A non-compulsory RFI briefing session will be held via a Microsoft Teams meeting on the 07 April 2022 at 10h00 am: Respondents are to send through their email addresses to sibongile.dlamini2@transnet.net before the 06 April 2022 at 14h00 pm in order to be invited to the meeting. A link will be provided to all respondents who have shown interest to gain entry to the meeting. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.</p>
PRESENTATION SESSION	<p>Respondents will be required to present their RFI proposals to the TPT panel.</p> <p>Refer to paragraph 2 for details.</p>
CLOSING DATE	<p>10:00 am on Friday, 29 April 2022</p> <p>Respondents must ensure that RFIs are uploaded timeously onto the system.</p> <p>As a general rule, if a RFI is late, it will not be accepted for consideration.</p>

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

2 PRESENTATION SESSION

A **compulsory** presentation session will be held via a Microsoft Teams meeting. The presentation date will be communicated to all respondents prior to the actual presentation takes place. **This session will be conducted after the closing date, where Respondents present their proposed solution. Respondents** will be invited to the session. A link will be provided to all **respondents** who have shown interest to gain entry to the presentation session.

3 RESPONSE SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for Respondent 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 RFI;

Submit RFI documents by uploading them into the system.

4 RFI INSTRUCTIONS

- a. All returnable documents listed in the expression of interest [section 5] in this RFI must be returned with your submission.
- b. The person or persons signing the submission must be legally authorised by the respondent to do so.

5 B-BBEE JOINT VENTURES OR CONSORTIUMS

Respondents may choose during the subsequent RFP process to enter into a Joint Venture with B-BBEE companies. RFP Respondents will also be required to submit a signed JV agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the RFI submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through the RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Please indicate below whether your entity has an existing JV, and if so, provide details, including details of the percentage split of business, or whether your entity intends to create a JV relationship for RFP purposes:

6 OEM AND TRANSNET PARTNERSHIP ON EQUIPMENT MANUFACTURING, SPARES, AFTER SALES AND MAINTENANCE SUPPORT

Respondents are requested to propose how they are going to implement investment in the country by providing a localization plan, investment in manufacturing and assembly plant in SA.

- Manufacture spares and components in SA
- Assemble equipment locally
- Skills transfer
- IP/ Technology Transfer
- Job creation
- Industrialisation
- Small business promotion

7 COMMUNICATION

- a. For specific queries relating to this RFI a Clarification Request Form should be submitted to Sibongile Dlamini before **12:00 pm on 22 April 2022 @ Sibongile.dlamini2@transnet.net** substantially in the form set out in Section 7. In the interest of fairness and transparency Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- b. After the closing date of the RFI a Respondent may only communicate with Phumza Lehlohla (DBAC Secretariat), email Phumza.lehlohla@transnet.net on any matter relating to its RFI Proposal.
- c. Respondents are to note that changes to its submission will not be considered after the closing date.
- d. It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFI.

Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

8 CONFIDENTIALITY

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

9 STATUS OF THIS RFI AND SUBSEQUENT PROCESS

- a. It is envisaged that OEM's will be appointed, through a separate RFP process, to supply, maintain and refurbish all port handling equipment for a long term.
- b. This RFI is not an offer to purchase and Transnet is under no obligation to accept any proposals in this process and/or the subsequent RFP which may be issued hereafter.

Respondent's Signature

Date and Company Stamp

- c. As this is a Request for Information only, no business will be awarded through this process.

10 DISCLAIMERS

- a. Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFI and/or its receipt of submissions in response to it. In particular, please note that Transnet reserves the right and at its sole and full discretion to:
- (a) utilise any information provided to it in response to this RFI to draft the scope of requirements for inclusion in an RFP;
 - (b) take no further action whatsoever, if it so decides;
 - (c) withdraw from this process and the provisions of this project at any time;
 - (d) select the RFI and RFP participants based on Transnet's criteria;
 - (e) change the dates of adjudication and submission;
 - (f) not invite RFI respondents for further participation in the RFP process;
 - (g) not bind itself to accept any or all of the RFIs;
 - (h) increase or decrease the quantities/scope as indicated in the RFI;
 - (i) validate any information submitted by Respondents in response to this RFI. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a RFI response, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
 - (j) request audited financial statements or other documentation for the purposes of a due diligence exercise;
- b. Note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this submission.

11 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Respondents must register on the CSD prior to submitting their RFIs response. Only foreign suppliers with no local registered entity need not register on the CSD.

For this purpose, the attached SBD 1 Form must be completed and submitted as a returnable document by the closing date and time of the RFI.

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

TIP-OFFS ANONYMOUS:



Ethics Helpdesk (Pty) LTD.
Ethics Management System™

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



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

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

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

Telegram
Speak to an Agent via Telegram



0800 003 056



086 551 4153



reportit@ethicshelpdesk.com



***120*0785980808#**

SECTION 3 : RFI SCOPE OF REQUIREMENTS

1 INTRODUCTION

Transnet through its operating divisions Transnet Port Terminals (TPT) together with Transnet Engineering (TE) is embarking on a request for information process to develop a long-term partnership with Original Equipment Manufacturers (OEM's) for the supply of strategic port equipment. This long-term partnership strategy will enable optimized sourcing, cost savings through bulk purchasing, enhance supplier development and localization opportunities, standardized equipment & spares, implementation of the latest technology and ensure timeous availability of spares.

TPT's current approach of capital equipment acquisition has inherent flaws which affects the overall performance of assets and the business, as a result of this TPT is introducing the principals of Asset Lifecycle Management into the capital acquisition of the required Terminal specific equipment.

One of the essential requirements for this implementation is the engineering management support for the life of each asset that will form part of this acquisition.

2 BACKGROUND

2.1 Historically TPT has engaged with various suppliers for acquisitions, this may have been large or smaller numbers. This type of acquisition has not focused on the:

- 2.1.1 Economies of Scale: The entire fleet, per sector (Containers, Bulk & Break Bulk);
- 2.1.2 Providing the mechanism for a long-term relationship with the OEM;
- 2.1.3 The management of the entire life cycle process of the acquired asset.

2.2 The nett effect of working in isolation from the OEM's has meant that the required levels of maintainability, demand/operational availability, reliability has not been optimised for the life of the assets in the medium to long term.

2.3 In this submission the various OEM's of the different types of Port Equipment must include in detail their proposed methodology, and preliminary program of expected activities in order to achieve the optimised benefit of all equipment acquisitions for TPT. From the RFI response and/or submissions thereto, Transnet will compile an RFP document which will also include but not limited to an indicative schedule of activities and timelines.

2.4 Amongst others, this RFI intends to enable Transnet to achieve the benefits below:

- Access to the latest Technology (Automation);
- Innovation;
- Economies of scale, reducing the cost of doing business;
- Extending the lifecycle of TPT's equipment availability of spares;
- Availability of Spares (activation of consignment stock);
- Training / skills transfer;
- Transnet Advanced Manufacturing partnership

2.5 Transnet plans on establishing partnership agreements with OEM's of the following equipment:

- 2.5.1 Ship to Shore Cranes
- 2.5.2 Straddle Carriers
- 2.5.3 Haulers
- 2.5.4 Rubber Tyre/Rail Gantries
- 2.5.5 Empty Container Handlers
- 2.5.6 Reach Stackers
- 2.5.7 Spreaders
- 2.5.8 Mobile Harbour Cranes
- 2.5.9 Forklifts
- 2.5.10 Tiplers
- 2.5.11 Ship loaders and unloaders
- 2.5.12 Stacker Reclaimers, Reclaimers and Stackers

3 KEY OBJECTIVES OF THIS RFI PROCESS

The following list of deliverables captures the minimum intent and objectives of the RFI process. Transnet requests all Respondents to assist with the achievement of these objectives by submitting the requested information as indicated below. This will be finalised in the RFP documents following the RFI process.

3.1 New acquisitions

- 3.1.1 The scope is for proposed turnkey solutions for planned equipment replacements, engineering support throughout the life of the asset, the provision of repairs and maintenance services, technical and operations training services, and supply of components at defined lead times for various Port equipment types in the Transnet Port Terminal Ports (TPT) in South Africa for a long term (dependant on the life span of the equipment)

- 3.1.2 Though this RFI covers all equipment types in the Transnet Port Terminals fleet, respondents can choose one or more equipment type/s they are willing to provide the services for. However, each service has to be provided for the type of equipment chosen across all Transnet Port Terminals in South Africa (nationally).
- 3.1.3 Respondents are to provide an indication of their warranties and guarantees for each type of equipment and/or services.
- 3.1.4 Engineering and product support for the entire life of the machine
- 3.1.5 As indicated in 3.1.1, the respondent must also include any and all Intellectual Property (IP) pertaining to the maintenance and or optimization of the equipment for the equipment's entire lifecycle, this is to ensure TPT's continuity and sustainability.
- 3.1.5.1 Periodic OEM assessments of the equipment
- 3.1.5.2 Periodic quality assurance on all maintenance activities carried out on TPT equipment
- 3.1.5.3 On-site local engineering support for all major maintenance interventions
- 3.1.6 Components and Spares availability for the life of the asset
- 3.1.6.1 Ensure that Transnet is able to source directly or indirectly sub-assemblies, components and spares locally at any stage of the asset life cycle.
- 3.1.6.2 Respondent to provide a spares consignment system that will ensure spares availability for normal maintenance spares and capital spares (i.e. 2hr turn around for stock spares, and maximum 2 day turn around for capital spares).
- 3.1.6.3 Obsolescence support for all mechanical, electrical and electronic components and spares for the life of the machine.
- 3.1.6.4 Engineering support for all requirement modifications due to obsolescent components.
- 3.1.7 Respondent to provide cost efficient equipment standardization at replacement.
- 3.1.8 Respondent to propose per type of equipment in the TPT fleet a life extension program that can be implemented to extend the useful life of existing equipment at TPT, with equipment availability and reliability guarantees.
- 3.1.8.1 Proposal to include engineering methodology, e.g.
- Component and sub-assembly condition-based change out
 - Structural monitoring to accomplish life extension (Search and Find Principals)

3.2 Existing Equipment

- 3.2.1 Guidelines for the equipment repairs, services and spares supply for existing fleet are, but not limited to:
 - 3.2.1.1 Respondent to conditionally assess equipment to understand equipment condition in order to determine required interventions, at cost effective frequencies.
 - 3.2.1.2 Respondent to manage/execute together with Transnet the required interventions to cost efficiently improve equipment availability and reliability with guarantees.
 - 3.2.1.3 Respondent to provide a 24/7 after service support together with Transnet (trouble shooting, problem solving, diagnostics, etc.).
 - 3.2.1.4 Respondent to provide a spares consignment system that will ensure spares availability for stock spares and capital spares (i.e. 2hr turn around for stock spares, and maximum 2 day turn around for capital spares).
 - 3.2.1.5 Respondent to engage with existing equipment OEM's to provide operations and technical training for, existing employees, new employees as and when required, and refresher training based on Industry and Legislation requirements.

N.B. Transnet technical and operations employees will continue maintaining and operating the equipment. The respondent is expected to partner with the Transnet teams in deriving improvement and sustainable practices to improve operational performance at the Port, aligned, but not limited to the guidelines above.

4 GENERAL RESPONDENT OBLIGATIONS

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

5 CONFIDENTIALITY AND COMPLIANCE

This RFI and information contained herein or provided for purposes thereof, remain the property of Transnet and may not be reproduced, sold or otherwise disposed of. All recipients of this document (whether a RFI is submitted or not) shall treat the details of this document as strictly private and confidential.

Information disclosed in this RFI is given in good faith and only for the purposes of providing sufficient information to the Respondent to enable submission of a well-informed and realistic RFI.

6 UNDERTAKINGS BY RESPONDENT

It will be accepted that the Respondent, on submitting the RFI response, has read, understood and accepted all the terms and conditions of the document. The submission of an RFI by any Respondent shall presume complete acceptance of the terms and conditions of the document. All qualifications and or exceptions should be noted in the RFI Response document.

7 COSTS TO RESPOND TO THE RFI

All Respondents wishing to submit a RFI response must be in possession of this document, the RFI. Transnet will not be responsible for or pay any expense or losses which may be incurred by any Respondent in the preparation and submission of the RFI and the costs of the RFI at all stages of the RFI process. Costs, if any, will be for each Respondent's own account.

Transnet reserves the right to invite certain Respondents to present or otherwise demonstrate their proposed solution as per their RFI, at the Respondent's own cost.

8 AUTHORITY OF SIGNATORY

- a. If the RFI Respondent is a company, a certified copy of the resolution of the Board of Directors (i.e. personally signed by the Chairman or Secretary of the Board) authorising the person who signs this RFI to do so and any other documents and correspondence in connection with this RFI and/or agreement on behalf of the company, must be submitted with their RFI.
- b. If the RFI Respondent is a partnership, a certified copy of the resolution of the partners (personally signed by all the partners) authorising the person who signs this RFI to do so and any other documents and correspondence in connection with this RFI and/or agreement on behalf of the partnership, must be submitted with this RFI.
- c. If the RFI Respondent constitutes a "one-man business", certified proof must be submitted that the person signing this RFI and any other documents and correspondence in connection with this RFI and/or agreement is the sole owner of the one-man business.

Failure to comply with this clause may result in rejection of the RFI response.

9 OFFERING OF COMMISSION OR GRATUITY

If a Respondent, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any person in the employ of Transnet, any commission, gratuity, gift or other consideration, Transnet shall have the right and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to disqualify the RFI Respondent from further participation in this process and any other subsequent processes in this regard. The RFI Respondent will be responsible for all and any loss that Transnet may suffer as a result thereof. In addition, Transnet reserves the right to exclude such a Respondent from future business with Transnet.

10 UNDERTAKING BY TRANSNET

In responding to this RFI, Transnet encourages all RFI Respondents to put their best effort into the construction and development of the proposal.

SECTION 4 : TRANSNET'S RFI INFORMATION

1 REQUIREMENTS FOR RFI

Respondents expressing an interest to participate in this RFI stage must provide the full range of Products/ Services, in partnership with Transnet as set out below:

- a. Turnkey solutions for planned equipment replacements, including equipment life extensions to minimize replacement funding requirements;
- b. The provision of repairs and maintenance services;
- c. Technical and operations training services;
- d. Supply of components at defined lead times for various Port equipment types.

List of Equipment is as follows:

- Ship to Shore Cranes
- Straddle Carriers
- Haulers
- Rubber Tyre/Rail Gantries
- Empty Container Handlers
- Reach Stackers
- Spreaders
- Mobile Harbour Cranes
- Forklifts
- Tipplers
- Ship loaders and unloaders
- Stacker Reclaimers, Reclaimers and Stackers

2 FINANCIAL REQUIREMENTS

Suppliers are expected to provide costing for the equipment and required capital spares for the proposed solution. The costing will only be used for budgeting purposes.

Please ensure the below is completed in South African Rands (R's)

Please complete the Pricing Schedule below:

Respondent's Signature

Date and Company Stamp

PRICING SCHEDULE

Port Handling Equipment	TOTAL PRICE OF ITEM [ZAR]
Ship to Shore Cranes	R
Straddle Carriers	R
Rubber Tyre/Rail Gantries	R
Haulers	
Empty Container Handlers	R
Reach Stackers	R
Spreaders	R
Mobile Harbour Cranes	R
Forklifts	R
Tippers	R
Shiploaders and unloaders	R
Stacker Reclaimers, Reclaimers and Stackers	R
Capital Spares (Respondents to list required capital spares)	R
	R
	R
	R
	R
	R
	R
	R

Respondent's Signature

Date and Company Stamp

3 TEST FOR ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include the following:

Administrative responsiveness check
<ul style="list-style-type: none">• Whether the RFI has been lodged on time
<ul style="list-style-type: none">• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
<ul style="list-style-type: none">• Verify the validity of all returnable documents
<ul style="list-style-type: none">• Verify if the RFI document has been duly signed by the authorised respondent

SECTION 5 : EXPRESSION OF INTEREST

I/We _____

[name of company, close corporation or partnership]

of [full address] _____

carrying on business under style or title of [trading as]

represented by _____

in my capacity as _____

being duly authorised, hereby lodge an **Expression of Interest** in the OEM Long Term Partnership Strategy, as follows:

ADDRESS FOR NOTICES

Respondent to indicate its *domicilium citandi et executandi* hereunder:

Name of entity: _____

Facsimile: _____

Address: _____

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 RFI is submitted.

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

(ii) Registered name of company / C.C.

(iii) Full name(s) of director/member(s): Address/Addresses: ID Number/s:

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

Respondent's Signature

Date and Company Stamp

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet’s business, written approval to divulge such information must be obtained from Transnet.

RETURNABLE DOCUMENTS

Respondents must submit with their responses to this RFI, as a minimum requirement, all the returnable documents indicated below with a [√]. All Sections must be signed and dated by the Respondent.

Minimum Requirements - Returnable Documents	Submitted [√]
SECTION 1: SBD1 FORM	
SECTION 2 : Notice to Respondents	
SECTION 3 : RFI Scope of Requirements	
SECTION 4 : Transnet’s RFI Information	
SECTION 5 : Expression of Interest	
SECTION 6 : Certificate Of Acquaintance with RFI, Terms & Conditions & Applicable Documents	
SECTION 8: SBD 9 - Certificate of Independent RFI Determination	
SECTION 9: Protection of Personal Information	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFI process.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent’s Signature

Date and Company Stamp

**SECTION 6 : CERTIFICATE OF ACQUAINTANCE WITH RFI, TERMS & CONDITIONS &
APPLICABLE DOCUMENTS**

By signing these RFI documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFI, including those contained in any printed form stated to form part hereof including but not limited to the documents stated below. Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition.

1	Non-disclosure Agreement (Annexure A)
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Should the Respondent find any terms or conditions stipulated in any of the relevant documents quoted in this RFI unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted RFI. 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.

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

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp

SECTION 7 : RFI CLARIFICATION REQUEST FORM

RFI No: TPT/2022/03/7/RFI

Deadline for RFI clarification submissions: Before **12:00 pm on 22 April 2022**

TO: Transnet SOC Ltd
ATTENTION: Sibongile Dlamini
EMAIL: Sibongile.dlamini2@transnet.net
DATE:
FROM:

RFI Clarification No

REQUEST FOR RFI CLARIFICATION:

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.....

Respondent's Signature

Date and Company Stamp

SECTION 8: SBD 9 - CERTIFICATE OF INDEPENDENT RFI DETERMINATION

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive RFI rigging. Collusive RFI rigging is a per se prohibition meaning that it cannot be justified under any grounds. RFI rigging occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a RFI rigging process. RFI rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregard the RFI of any Respondent if that Respondent, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the RFI rigging process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when RFIs are considered, reasonable steps are taken to prevent any form of RFI-rigging.
4. In order to give effect to the above, the following certificate of RFI Determination (SBD 9) must be completed and submitted with the RFI:

Respondent's Signature

Date and Company Stamp

CERTIFICATE OF INDEPENDENT RFI DETERMINATION

I, the undersigned, in submitting the accompanying RFI:

(RFI Number and Description)

in response to the invitation for the RFI made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Respondent)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying RFI will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Respondent to sign this Certificate, and to submit the accompanying RFI, on behalf of the Respondent;
4. Each person whose signature appears on the accompanying RFI has been authorized by the Respondent to determine the terms of, and to sign the RFI, on behalf of the Respondent;
5. For the purposes of this Certificate and the accompanying RFI, I understand that the word "competitor" shall include any individual or organization, other than the Respondent, whether or not affiliated with the Respondent, who:
 - a. has been requested to submit a RFI in response to this RFI invitation;
 - b. could potentially submit a RFI in response to this RFI invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the Respondent and/or is in the same line of business as the Respondent
6. The Respondent has arrived at the accompanying RFI independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium¹ will not be construed as collusive RFI rigging.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Respondent's Signature

Date and Company Stamp

- b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a RFI;
 - e. the submission of a RFI which does not meet the specifications and conditions of the RFI; or
 - f. RFI rigging with the intention not to win the RFI.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this RFI invitation relates.
9. The terms of the accompanying RFI have not been, and will not be, disclosed by the Respondent, directly or indirectly, to any competitor, prior to the date and time of the official RFI opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to RFIs and contracts, RFIs that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Respondent

SECTION 9 : PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFI, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFI and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this RFI, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this RFI for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFI, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the RFI rigging process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFI (physically, through a computer or any other form of electronic communication).

Respondent's Signature

Date and Company Stamp

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

Respondents are required to provide consent below:

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

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

Signature of Respondent's authorised representative: _____

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

Respondent's Signature

Date and Company Stamp



NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 138 Eloff Street, Braamfontein, Johannesburg, 2000 **and**

the Company as indicated in the RFI bid response hereto

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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