

TRANSNET CORPORATE CENTRE (TCC)

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] TCC/2022/03/0105/RFP

**FOR SUPPLY AND DELIVERY OF PHARMACEUTICAL CONSUMABLES TO THE TRANSNET
PHELOPHEPA HEALTHCARE TRAINS PROJECT FOR A PERIOD OF ONE (1) YEAR**

RFP NUMBER	TCC/2022/03/0105/RFP
ISSUE DATE:	16 MARCH 2022
CLOSING DATE:	25 MARCH 2022
CLOSING TIME:	12:00 PM
BID VALIDITY PERIOD:	120 Business Days from Closing Date

BIDDER:

SCHEDULE OF BID DOCUMENTS

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**FOR SUPPLY AND DELIVERY OF PHARMACEUTICAL CONSUMABLES TO THE TRANSNET
PHELOPHEPA HEALTHCARE TRAINS PROJECT FOR A PERIOD OF ONE (1) YEAR**

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET CORPORATE CENTRE, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TCC/2022/03/0105/RFP	ISSUE DATE:	16 March 2022	CLOSING DATE:	25 March 2022	CLOSING TIME:	12:00PM
DESCRIPTION	FOR SUPPLY AND DELIVERY OF PHARMACEUTICAL CONSUMABLES TO THE TRANSNET PHELOPHEPA HEALTHCARE TRAINS PROJECT FOR A PERIOD OF ONE (1) YEAR						
BID RESPONSE DOCUMENTS TO BE UPLOADED ONTO THE TRANSNET SYSTEM							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): https://www.transnet.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO							
CONTACT PERSON	Lindani Langa						
TELEPHONE NUMBER	011 308 1795						
E-MAIL ADDRESS	Lindani.Langa@transnet.net						
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[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 & 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]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>			

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:_____

Respondent's Signature

Date & Company Stamp

SECTION 2: NOTICE TO BIDDERS**1 INVITATION TO BID**

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

DESCRIPTION	FOR SUPPLY AND DELIVERY OF PHARMACEUTICAL CONSUMABLES TO THE TRANSNET PHELOPHEPA HEALTHCARE TRAINS PROJECT FOR A PERIOD OF ONE (1) YEAR
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> Click on "Tender Opportunities"; Select "Advertised Tenders"; In the "Department" box, select Transnet SOC Ltd. <p>Once the tender has been in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet website at www.transnet.net free of charge. To access the Transnet e-Tender portal, please click here.</p> <p>To download RFP and Annexures,</p> <ul style="list-style-type: none"> Scroll towards the bottom right hand side of the page, On the blue window click on 'Transnet SOC Ltd' or Select Operating Division.
COMMUNICATION	<p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
BRIEFING SESSION	No
CLOSING DATE	<p>12:00 pm on</p> <p>Bidders must ensure that bids are delivered timeously to the correct address.</p> <p>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	<p>120 Business Days from Closing Date</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 11.12</p>

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

2 FORMAL BRIEFING

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 8 *[Communication]* below.

3 PROPOSAL SUBMISSION

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

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

- Log on to the Transnet e-Tenders management platform website (<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 e-Tender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN UP NOW/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 the "Log an Intent" button to submit a bid;

Submit bid documents by uploading them into the system against each tender selected.

4 RFP INSTRUCTIONS

- 4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 13 below (Legal Review) and Section 6 of the RFP, alterations, additions, or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

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

confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card as per the B-BBEE Preferential Procurement Regulations, 2017 preference point scoring.

6 Compulsory Local Content Threshold

In terms of section 8(1) of the Preferential Procurement Regulations, 2017, and the Instruction Note issued by National Treasury on the "Invitation and Evaluation of Bids based on a stipulated minimum threshold for local content and production for the **PHARMACEUTICAL** Sector," Transnet is required to set a stipulated minimum threshold be set for this RFQ.

6.1 Local Content Threshold

A Local Content threshold of 100% [Hundred percent] will be required for the PILL/TABLET POCKETS specified in SBD 6.2, for the contract term.

6.2 Local Content Notes

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the tender;

Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content;

The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = [1 - x/y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; <http://www.the dti.gov.za/industrial development/ip.jsp> at no cost.

The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule (the Declaration Certificate for Local Production and Content for Designated Sectors) will be verified for accuracy.

Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted at the closing date and time of the bid;

Tenderers must familiarise themselves with all the information provided in the Local Content instruction notes with particular reference to paragraph 4 of the instruction notes.

Respondents are to ensure that they complete the local content annexures in line with the provisions made in the Guidance Document for the calculation of Local Content. Failure to comply will lead to disqualification.

6.3 Mandatory RFQ Annexures

The regulatory and mandatory RFQ Annexures, which must be completed by all Respondents in order to declare Local Content, are as follows:

- Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]
- Annexure C – Local Content Declaration: Summary Schedule
- Annexure B and C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained.
- To the extent that an exemption from Local Content has been granted by the DTI, the exemption letter from DTI will be a mandatory returnable document.

6.4 Essential RFQ Annexures

Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:

- Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C
- Annexure E – Local Content Declaration: Supporting Schedule to Annexure C

Annexure F - Guidance Document for the calculation of Local Content

After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid. Declarations D and E should be kept by Respondents for verification purposes for a period of at least 5 years. The successful Respondent is required to continuously update Declarations C, D and E with the actual values for the duration of the contract. In addition to what is stated above regarding Annexures D and E, please note that these declarations are to be submitted as part of the Essential Returnable Documents - See Section 3 of RFQ.

6.5 Challenges meeting the Local Content Threshold

Should, after the award of a Bid, the Supplier experience challenges in meeting the stipulated minimum threshold for Local Content, Transnet is required to inform the DTI accordingly in order for the DTI to verify the circumstances and provide directives in this regard.

6.6 Exchange Rate Verification

The rate of exchange quoted by the Respondent in the declaration certificates (Annexure B – Declaration Certificate for Local Production & Content [SBD 6.2] and Annexure C – Local Content Declaration: Summary Schedule) will be verified for accuracy as per the requirement of National Treasury Instruction Notes and Circulars.

6.7 Local Content Obligations

Respondents are to note that the Local Content commitments made by the successful Respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local obligations, non-compliance penalties shall be applicable as per the contract or Standard RFQ Terms and Conditions for the Supply of Goods and Services. Breach of Local Content obligations also provide Transnet cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.

7 PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA

As and When required, Transnet will set preferential procurement pre-qualification criteria, such criteria will be state under Step 2 of this RFP and evaluated.

8 COMMUNICATION

- 8.1 Specific queries relating to this RFP before the closing date of the RFP should be submitted to the contact person specified in Section 1 of this RFP before **12:00 pm on 23 March 2022**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 8.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 8.3 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 8.4 Respondents may also, at any time after the closing date of the RFP, communicate with the contact person specified in Section 1 of this RFP on any matter relating to its RFP response:

9 CONFIDENTIALITY

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

10 COMPLIANCE

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

11 EMPLOYMENT EQUITY ACT

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

12 DISCLAIMERS

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

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

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

13 LEGAL REVIEW

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

14 SECURITY CLEARANCE

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

15 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

For this purpose, the attached SBD 1 form must be completed and submitted by the closing date and time of the bid.

tax compliance

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


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

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

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


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

TIP-OFFS ANONYMOUS:




Ethics Helpdesk (Pty) Ltd.
Ethics Management System™


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




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




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




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




Telegram
Speak to an Agent via Telegram




0800 003 056



086 551 4153



reportit@ethicshelpdesk.com



***120*0785980808#**

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**1 BACKGROUND**

The Transnet-Phelophepa Health Care Train Project operates in all nine provinces of South Africa, providing comprehensive primary health care services. The Pharmacies on the two Phelophepa trains need to be fully stocked at all times to meet the needs of the communities visited during the annual cycle. The Pharmacies on both Phelophepa trains support the various clinics by dispensing scripts based on daily consultations. The Project has a license to dispense medication up to schedule four prescription. The appointed supplier must be able to make monthly deliveries at the listed locations.

2 SPECIFICATION/SCOPE OF WORK

Transnet seek to appoint a competent supplier to supply and deliver pharmaceutical consumables to phelophepa train I & II for a period of one (1). Below is the list of Location for the delivery of stock:

PHELOPHEPHA I

Province	Town
Kwa-Zulu Natal Province	Empangeni
	Gingingdlovu
	Port Shepstone
	Lions River
	Mamelodi- Eerste Fabrieke
	Olifantsfontein
	Dube
	Vereeniging
Free State Province	Bethlehem
	Welkom
	Kroonstad
	Thaba Nchu
Northern Cape Province	Colesburg
	Colesburg
	Kimberley
	Upington
	De Aar
Western Cape Province	Mossel Bay
	Ashton
	Saldanha

PHELOPHEPHA II

Province	Town
Eastern Cape Province	Mthatha
	Dutywa
	Mdantsane / Mount Ruth
	Stutterheim
	Komani (Queenstown)
North West Province	Taung
	Madibogo
	Mahikeng
	Klerksdorp
	Heystekrand
Mpumalanga Province	Kinross
	Burgersfort
	Ermelo
	Watervalboven
	Nelspruit
Limpopo Province	Tzaneen
	Mussina
	Mokopane
	Mokgophong

2.1 Compliance with Law

The Supplier must at all times, during the duration of the agreement, comply with all relevant rules, regulations, and legislative requirements applicable in the Republic of South Africa. All medication shall conform to the relevant Health Professional Regulations and manufacturers specifications.

The supplier should be registered as a wholesaler and ensure that they comply with all requisite legislation prescripts contained in relevant legislation such as the Pharmacy Act, industry standards of Practice, the Medicines and Related Substances Act

2.2 Ordering Frequency

Purchase Orders will be on "an as and when required" basis as it is impossible to predict the number of patients that will be reached in each community. All consumables shall be delivered in their entirety as per the Purchase order request.

The Supplier must be able to deliver medication within 48 hours for emergency purchase orders placed and within 72 hours (3 days) for general orders. the supplier must have the necessary resources to also make bulk deliveries.

2.3 Supplier Resources

The Supplier must have the capacity and the resources to ensure delivery of the medical consumables in the agreed upon time frames.

2.4 Medication Package and Requirements

The Supplier must ensure the correct items are delivered per order and be sure of the contents in boxes delivered. The Supplier must provide medication with an expiry date of more than 12 months or as per manufacturing standards.

The Supplier must Package all medicines, goods and consumables as per legislative requirements and manufacturing standards.

2.5 Delivery Procedure

The Supplier will arrange for the delivery of orders at the location specified above. The Supplier shall ensure that a delivery note is signed and date stamped by the responsible Phelophepa employee receiving the order.

Any discrepancies from the original order will be duly noted on the delivery note and signed and dated the supplier as well as the Phelophepa employee receiving the order.

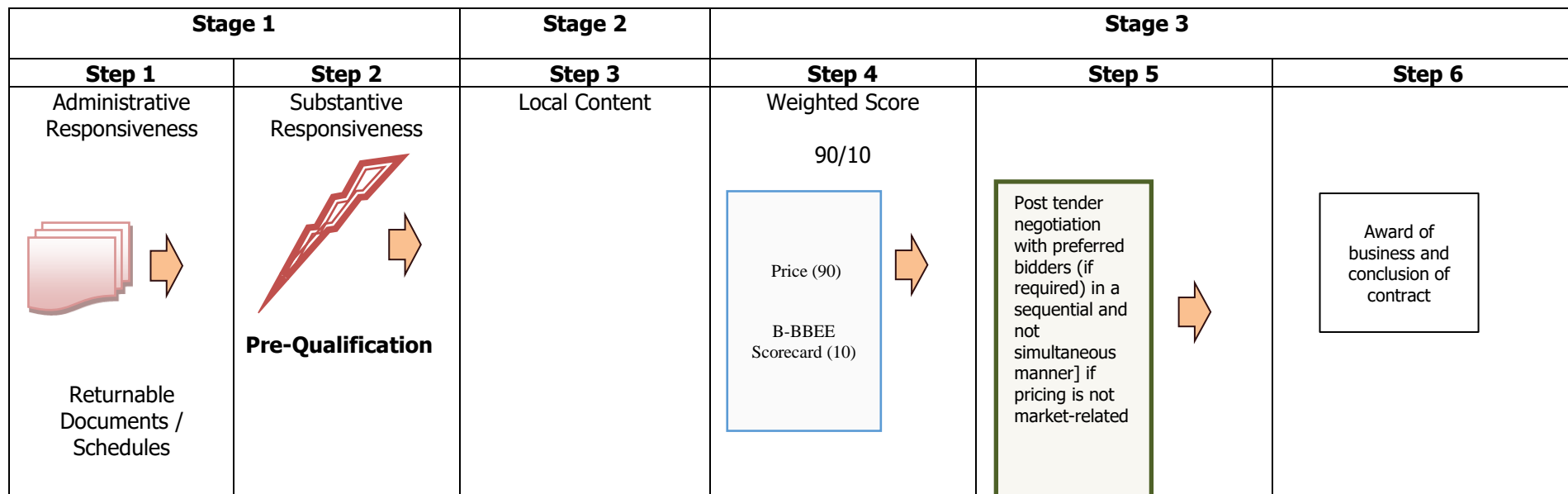
All discrepancies shall be corrected by the supplier and the required actions, such as credit notes, shall be immediately implemented.

2 GENERAL SERVICE PROVIDER OBLIGATIONS

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

3 EVALUATION METHODOLOGY

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



 Respondent's Signature

 Date & Company Stamp

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

3.1 **STEP ONE: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

Administrative responsiveness check
<ul style="list-style-type: none"> • Whether the Bid has been lodged on time
<ul style="list-style-type: none"> • Bidder has signed SECTION 6: Certificate of Acquaintance with RFQ Documents
<ul style="list-style-type: none"> • Bidder has signed Bid document (All Sections)

3.2 **STEP TWO: Test for Substantive Responsiveness to RFQ**

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

Check for substantive responsiveness
<ul style="list-style-type: none"> • Bidder has completed SECTION 1: SBD1 Form
<ul style="list-style-type: none"> • Bidder has submitted a Priced Offer
<ul style="list-style-type: none"> • Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]
<ul style="list-style-type: none"> • Annexure C – Local Content Declaration: Summary Schedule
<ul style="list-style-type: none"> • Bidder to provide copy of the supplier's registration with the SA Pharmacy Council
<ul style="list-style-type: none"> • Bidder must provide valid wholesale licence issued by SA Pharmacy Council

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

3.3 STEP THREE: Minimum Threshold 100 points for Local Content

Local Production and Content Threshold
A minimum threshold of 100% for Pill/Tablet Pockets is required for Local Content of Goods offered

The test for meeting the Local Content threshold [Step Three] must be passed for a Respondent's proposal to progress to Step 4 for further evaluation

Respondents are to note that Transnet will not round off final Local Content scores for the purposes of determining whether the Local Content threshold has been met.

A bid that fails to meet the minimum stipulated threshold for local production and content will be regarded as an unacceptable bid.

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

3.4 STEP FOUR: Evaluation and Final Weighted Scoring**a) Price Criteria** [Weighted score 80 points]:

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

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

Where:

Ps = Score for the Bid under consideration
 Pt = Price of Bid under consideration
 $Pmin$ = Price of lowest acceptable Bid

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

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

3.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

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

3.6 STEP FIVE: Post Tender Negotiations

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

3.7 STEP SIX: Award of business and conclusion of contract

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

SECTION 4: PRICING AND DELIVERY SCHEDULE

Description	Trade name (or acceptable approved substitute)	Pack size	QTY	Unit Price (Excl. VAT)
EAcyclovir 400mg tablets	Cyclivex Sandoz-acyclovir	70's	1	
Acyclovir topical cream 0.05g/g	Acitop	2g	1	
Amoxicillin 125mg/5ml suspension 100ml	Betamox, Ranmoxy, Moxypen Abyn SMoxymax S	100ml	1	
Amoxicillin 250mg capsules	Betamox,	500's	1	
Amoxicillin 250mg/5ml suspension 100ml	Abyn SF	100ml	1	
Amoxicillin 500mg capsules	Betamox	500's	1	
Amoxicillin/Clavulanic acid 125/31.25mg/5ml 100ml	Co-amoxiclav (Sandoz)	100ml	1	
Amoxicillin/Clavulanic acid 250/125mg tablets	Amoclan, Co-Amoxycan Clamentin	15's	1	
Amoxicillin/Clavulanic acid 250/62.5mg/5ml 100ml	Ranclav Clamentin	100ml	1	
Amoxicillin/Clavulanic acid 500/125	Amoclan, Co Amoxycan	15's	1	
Amoxicillin/Clavulanic acid 875/125	Amoclan, Co Amoxycan	10's	1	
Azithromycin 500mg tablets	Sandoz-Azithromycin, Aspen-Azithromycin	3's	1	
Azithromycin powder for suspension	Zithromax	15ml	1	
Benzathine benzylpenicillin 1.2MU injection	Penilente LA	1's	1	
Benzathine benzylpenicillin 2.4 MU injection	Penilente LA	1's	1	
Ceftriaxone 1g IV injection	Sandoz-Ceftriaxone, Aspen-Ceftriaxone, Rocephin	1's	1	
Ceftriaxone 250mg injection	Sandoz-Ceftriaxone, Aspen-Ceftriaxone, Rocephin	1's	1	
Ceftriaxone 500mg injection	Sandoz-Ceftriaxone, Aspen-Ceftriaxone, Rocephin	1's	1	
Chloramphenicol eye ointment 0.5%	Chloramex	10g	1	
Ciprofloxacin 500mg tablets	Cifloc	10's	1	
Clotrimazole topical cream	Canex T	20g	1	
Clotrimazole vaginal cream	Canex V	50g	1	
Doxycycline 100mg capsules	A-Lennon Doxycycline, Doxycyl, Dositab	1000's	1	
Erythromycin 125mg/5ml suspension 100ml	Purmycin	100ml	1	
Erythromycin 250mg/5ml susp 100ml	Purmycin 250mg/5ml	100ml	1	
Flucloxacillin 250mg capsules	Flupen Sandoz Medreigh	20's	1	
Fluconazole 200mg tablets	Diflucan Fluzol Auro	30's	1	
Fluconazole 50mg/5ml suspension	Diflucan	30ml	1	

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Griseofulvin 125mg tablets	Microcidal	100's	1	
Griseofulvin 500mg tablets	Microcidal	100's	1	
Lopinavir 200mg/Ritonavir 50mg tablets	Aluvia (PEP)	112's	1	
Metronidazole 200mg tablets	Flagyl, Adco metronidazole	100's	1	
Metronidazole 200mg/5ml suspension 100ml	Flagyl	100ml	1	
Metronidazole 400mg tablets	Flagyl, Adco-metronidazole	100's	1	
Nystatin Drops	Nystacid Canstat	20ml	1	
Ophernadrine 35mg, Paracetamol 450mg tablets	Besemax (elevated PB with muscle stiffness)	20's	1	
Tenofovir 300mg/Emtricitabine 200mg tablets	Truvada (PEP)	30's	1	
Zidovudine 300mg/Lamivudine 150mg tablets	Aspen Lamzid (PEP)	60's	1	
Aspirin 300mg tablets	Dispirin (stroke and myocardial infarction)	1000's	1	
Calcium gluconate 300mg chewable tablets	Calcium gluconate	1000's	1	
Chlorpheniramine maleate 4mg tablets	Allergex	100's	1	
Ciplaton/Activovite Capsules	Ciplaton/Activovite (immune-compromised)	30's	1	
Colchicine 1mg tablets	Colchicine Houde	6's	1	
Cyclizine 50mg tablets	Valoid, Medazine, nauzine	20's	1	
Diclofenac 50mg tablets	Voltaren, Adco-Diclofenac, Mylan-Diclofenac	500's	1	
Ephedrine HCL/Chlorpheniramine maleate/ Paracetamol/ caffeine 6mg/2mg/200mg/20mg tablets	Sinuend Sinucon	20's	1	
Ferrous Sulphate 30mg tablets	Ferrous Sulphate	1000	1	
Ferrous Sulphate 75mg tablets	Ferrous Sulphate	1000's	1	
Folic acid 5mg tablets	Be-Tabs Folic Acid	1000's	1	
Hydrochlorothiazide 25mg tablets	Ridag	500's	1	
Hyoscine-n-Butylbromide 10mg tablets	Scopex, Hyospasmol	10's	1	
Ibuprofen 200mg tablets	Brufen Ibunate	1000's	1	
Ibuprofen 400mg tablets	Brufen Ibucine	1000's	1	
Iodised throat lozenges	Iodised Throat Lozenges	20's	1	
Isosorbide Dinitrate 5mg sublingual tablets	Angised	20's	1	
Loperamide 2mg tablets	Gastron	6's	1	
Mebendazole 100mg tablets	Cipex 100mg	6's	1	
Mebendazole 500mg tablets	Cipex 500mg	1's	1	
Metformin 500mg tablets	Glucophage	90's	1	
Metoclopramide HCL 10mg tablets	Clomax, maxolon, contromet	500's	1	

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Paracetamol 500mg tablets	Adco-Napamol Painamol	1000's	1	
Paracetamol/Codeine Phosphate tablets	Adco-Napacod Paincondein Cogesic	1000's	1	
Paracetamol/Codeine phosphate/Caffeine/Doxylamine tablets	Lenapain	18's	1	
Pyridoxine 25mg tablets	Pyridoxine	1000's	1	
Senoside A & B 7.5mg tablets	Senokot Soflax	20's	1	
Thiamine 100mg tablets	Thiamine	100's	1	
Tranexamic acid 500mg tablets	Cyclokapron 500mg	100's	1	
Vitamin B Co tablets	Vitamin B Co	1000's	1	
Vitamin C 500mg tablets	Be-tab ascorbic acid	1000's	1	
Zinc Sulphate Tablets	Zinc Tablets	220mg	1	
Vitamin D Drops	Calciferol Drops	20ml	1	
Budesonide 200mcg inhaler	Budeflam	300 dose	1	
HIV test kits	HIV test	25's	1	
Ipratropium bromide/Salbutamol 0.5/2.5mg/2.5ml	Combivent, Duolin	60's	1	
Pregnancy test kits	Pregnancy test	25's	1	
Spacer (Paed)	Vortex	1's	1	
Salbutamol 200mcg inhaler	Asthavent, Ventolin	200 Dose	1	
Activated Charcoal	Activated charcoal	25g	1	
Adrenaline 1mg/1ml (1:1000) injection	Adrenaline	10's	1	
Aminophylline 250mg/10ml injection	Aminophylline	10's	1	
Atropine 0.5mg/1ml injection	Atropine sulphate	10's	1	
Calcium gluconate 902.5mg/10ml injection	Calcium gluconate (Fres)	10's	1	
Dextrose 10% injection 1000ml	Dextrose	10's	1	
Dextrose 50% injection 20ml	Dextrose	10's	1	
Diazepam 10mg/2ml injection	Valium	10's	1	
Diclofenac 75mg/ml Injection	Voltaren, Difenject Austell	50's	1	
Furosemide 10mg/ml 2ml injection	Lasix	10's	1	
Hydrocortisone injection	Solu-cortef	1's	1	
Lignocaine 1% injection	Lignocaine	10's	1	
Lignocaine 2% injection	Lignocaine	10's	1	

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Pour water (water for irrigation) 1L	Pour water (Fres)	1L	1	
Promethazine 25mg/ml injection	Phenergan	10's	1	
Sodium Chloride 0.9% IV 1000ml	Sodium Chloride (Fres)	1L	1	
Vitamin B12 injection	Vitamin B12	10's	1	
Vitamin BCo injection	A-Lennon vitamin Bco	10's	1	
Water for injection 10ml	Water for injection	50's	1	
Aqueous cream 100g	Aqueous cream	100g	1	
Aqueous cream 500g	Aqueous cream	500g	1	
BC56 cream 20g	BC56	20g	1	
Benzocaine/Di-iodohydroxyquinoline 50/150mg 20g	Viodor	20g	1	
Benzocaine/Di-iodohydroxyquinoline 50/150mg 20g	Viodor	500g	1	
Benzoic acid comp ointment 30g	Benzoic acid comp (Whitfield)	30g	1	
Benzoyl Peroxide 5% gel 15g	Benzac AC 5 GEL	15g	1	
Benzyl Benzoate BP application	Benzyl Benzoate BP	100ml	1	
Bismuth subgallate 59mg/Bismuth oxide 24mg/Zinc oxide 296mg suppositories	Anusol	10	1	
Bismuth subgallate 59mg/Bismuth oxide 24mg/Zinc oxide 296mg suppositories	Preparation H	12	1	
Blistex mouth ointment 4.25g	Blistex (Albino lips)	7g	1	
Di-iodohydroxyquinoline/ Hydrocortisone/ Chlorbutol 50/150mg/50mg cream 20g	Viocort	20g	1	
Di-iodohydroxyquinoline/ Hydrocortisone/ Chlorbutol 50/150mg/50mg cream 20g	Viocort	500g	1	
Emulsifying ointment 100g	Emulsifying ointment	100g	1	
Emulsifying ointment 500g	Emulsifying ointment	500g	1	
Glycerine suppository Adult	Glycerine Supps Adult	12's	1	
Glycerine suppository Paed	Glycerine Supps Paed	12's	1	
Heparin Sodium 20 000IU 100G gel	Thrombo-phop gel	25g	1	
Hydrocortisone cream	Biocort cream	25g	1	
Methyl salicylate 25g ointment	Solarub Rub-rub	25g	1	
Methyl salicylate 500g ointment	Solarub Wintergreen	500g	1	
Monosulfiram 5% soap 75g	Tetmosol	75g	1	
Mouth Ulcer gel	Mouth Ulcer gel Andolex oral gel	10g	1	
Podophyllin/Salicylic acid/Benzoic Tinture 0.75g/0.5g up to 5ml	Wart Magic	7ml	1	
Selenium Sulphate 2.5g suspension 50ml	Selsun	50ml	1	
Silver sulfadiazine 1% cream	Silbecor, Bactrazine	500g	1	
Sunscreen ointment 100ml	Sunscreen Sunblock	100ml	1	
Tetracaine HCL 1% cream	Amethocaine	25g	1	

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Tetracaine HCL 50mg ointment	Dynexan	10g	1	
Aluminium oxide/Magnesium (trisilicate) oxide/Magnesium Oxide/Alcohol 282mg/120mg/3.10%v/v /15ml	Adco-Mayogel	100ml	1	
Aluminium oxide/Potassium oxide/Dicylomine HCL/Simethicone 200mg/200mg/5mg/40mg/10ml	Adco-Medigel	100ml	1	
Aluminium oxide/Potassium oxide/Dicylomine HCL/Simethicone 200mg/200mg/5mg/40mg/10ml	Adco-Medigel	200ml	1	
Bromhexine HCL/Orciprenaline Sulphate 4mg/5mg / 5ml	Bronkese compound Bisolvon Linctus	100ml,	1	
Bromhexine HCL/Orciprenaline Sulphate 4mg/5mg / 5ml	Bronkese compound Bisolvon Linctus	200ml	1	
Chlopherniramine elixir 2mg/5ml	Allergex Elixir	50ml	1	
Cyclizine HCL/Sorbitol 70% 12.5mg/1.98g/5ml	Medazine Syrup	50ml	1	
Glycerine thymol compound BP (Thymol 50mg, Methyl salicylate 0.03ml, Borax 2g) 100ml	Glyco-Thymol	100ml	1	
Glycerine liquid B.P	Glycerine B.P	100ml	1	
Hyoscine-n-Butylbromide 5mg/5ml syrup	Hyospasmod Syrup Scopex syrup	100ml	1	
Ibuprofen suspension	Ibugesic suspension	100ml	1	
Lactulose 3.3g/5ml syrup 150ml	Lacson	150ml	1	
Liquid Paraffin syrup	Liquid Paraffin	100ml	1	
Loperamide 1mg/5ml syrup	Gastron, Adco-Loperamide	100ml	1	
Mebendazole 100mg/5ml suspension 30ml	Cipex	30ml	1	
Multivitamin syrup 100ml	Gulf Multivitamin	100ml	1	
Paracetamol 120mg/5ml Elixir	Napamol Elixir	100ml	1	
Paracetamol/Codein/Promethazine	Stilpane syrup	100ml	1	
Paracetamol/Pseudoephedrine/Tripolidine 125/15/0.625mg/5ml solution	Acufu	100ml	1	
Potassium citrate 1.250g/15ml 200ml	Mist Pot Cit Simplex (Adco)	200ml	1	
Pseudoephedrine HCL 20mg/Codeine phosphate 7.5mg/Tripolidine HCL 1.25mg/Guaiphenesin 100mg mixture	Trifen Expect (Adult)	100ml	1	
Pseudoephedrine HCL 20mg/Codeine phosphate 7.5mg/Tripolidine HCL 1.25mg/Guaiphenesin 100mg mixture	Trifen Expect (Peads)	100ml	1	
Oral rehydration solution	Rehidrat sachets	620's	1	
Sodium alginate 500mg/Sodium Bicarbonate 267mg in calcium bicarbonate base/10ml	Gaviscon Aniseed	150ml	1	
Theophylline/Etofylline/Diphenhydramine/ Ammonium chloride/Sodium citrate 16.667/1.667/120//50mg/5ml syrup 200ml	Alcophyllex	100ml	1	
Theophylline/Etofylline/Diphenhydramine/ Ammonium chloride/Sodium citrate 16.667/1.667/120//50mg/5ml syrup 200ml	Alcophyllex	200ml	1	
Zinc 5mg/ Selenium/Vitamin C syrup 200ml	Zinplex	200ml	1	
Docusate sodium 0.05g ear drops	Waxol	10ml	1	
AntazolineHCL/Tetrazoline HCL/ Hydroxypropylmethylcellulose 0.5/0.4/0.3mg/ml eye drops	Spersallerg Oculerg	10ml	1	

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Arachis oil/Paradichlorobenzene/chlorbutol 5.7/0.2/0.5g/10ml ear drops	Cerumol	10ml	1	
Cyclopentolate eye drops	Cyclopentolate drops	10ml	1	
Fluorecin eye drops	Fluorecin eye drops	10ml	1	
Dextran 70 1mg/Hydroxypropylmethylcellulose 3mg /ml	Tears Naturalle II Spersatear	10ml	1	
Novesin eye drops	Novesin eye drops	10ml	1	
Phenazone/Procaine HCL/ Potassium hydroxyquinoline sulphate 50/10/1mg/1g ear drops	Universal earache drops	15ml	1	
Propamidine isethionate 1mg eye drops	Brolene	10ml	1	
Saline solution 0.72% nasal spray	Salex saline drop Spray	30ml	1	
Sodium cromoglycate 20mg/ml eye drops	Stop-Allerg	13.5ml	1	
Sodium Sulphacetamide/Phenazone/Benzocaine/Urea 100mg/50mg/10mg/120mg/ml ear drops	Covancaine ear drops	20ml	1	
Xylometazoline HCL 1mg/ml (0.1%w/v)	Sinutab Nasal spray Iliadin	10ml	1	
Brown paper bags for packaging patients medication	N/A	large	1	
Brown paper bags for packaging patients medication	N/A	medium	1	
Brown paper bags for packaging patients medication	N/A	small	1	
Pill /tablet pockets	N/A	medium	1	
Ointment jars	N/A	100g	1	
Amber bottles	N/A	100ml	1	
Amber bottles	N/A	50ml	1	
Medicine measures	N/A	5ml	1	
Plasters (blue catering) 19mm x 72mm	N/A	19mm x 72mm	1	
Burnshield kit 100mm x 100mm	N/A	100mm x 100mm	1	
Hazoheam	N/A	1	1	
Tetavax	N/A	1	1	
Actraphane injection	Actrapane	1	1	
Pill /tablet pockets	N/A	Small	1	
Pill /tablet pockets	N/A	Large	1	
Delivery to Empangeni	N/A	Per trip	1	
Delivery to Gingingdlovu	N/A	Per trip	1	
Delivery to Port Shepstone	N/A	Per trip	1	
Delivery to Lions River	N/A	Per trip	1	
Delivery to Mamelodi- Eerste Fabrieke	N/A	Per trip	1	
Delivery to Olifantsfontein	N/A	Per trip	1	
Delivery to Dube	N/A	Per trip	1	
Delivery to Vereeniging	N/A	Per trip	1	
Delivery to Bethlehem	N/A	Per trip	1	
Delivery to Welkom	N/A	Per trip	1	
Delivery to Kroonstad	N/A	Per trip	1	
Delivery to Thaba Nchu	N/A	Per trip	1	
Delivery to Colesburg	N/A	Per trip	1	
Delivery to Colesburg	N/A	Per trip	1	
Delivery to Kimberley	N/A	Per trip	1	
Delivery to Upington	N/A	Per trip	1	

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Delivery to De Aar	N/A	Per trip	1	
Delivery to Mossel Bay	N/A	Per trip	1	
Delivery to Ashton	N/A	Per trip	1	
Delivery to Saldanha	N/A	Per trip	1	
Delivery to Mthatha	N/A	Per trip	1	
Delivery to Dutywa	N/A	Per trip	1	
Delivery to Mdantsane / Mount Ruth	N/A	Per trip	1	
Delivery to Stutterheim	N/A	Per trip	1	
Delivery to Komani (Queenstown)	N/A	Per trip	1	
Delivery to Taung	N/A	Per trip	1	
Delivery to Madibogo	N/A	Per trip	1	
Delivery to Mahikeng	N/A	Per trip	1	
Delivery to Klerksdorp	N/A	Per trip	1	
Delivery to Heystekrand	N/A	Per trip	1	
Delivery to Kinross	N/A	Per trip	1	
Delivery to Burgersfort	N/A	Per trip	1	
Delivery to Ermelo	N/A	Per trip	1	
Delivery to Watervalboven	N/A	Per trip	1	
Delivery to Nelspruit	N/A	Per trip	1	
Delivery to Tzaneen	N/A	Per trip	1	
Delivery to Mussina	N/A	Per trip	1	
Delivery to Mokopane	N/A	Per trip	1	
Delivery to Mokgophong	N/A	Per trip	1	
Total Price (Excl. VAT)				
VAT				
Total Price (Incl. VAT)				

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.
- If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of related taxes.
- c) Any Business-related disbursement occurred by the Resources will be compensated at cost in line with Transnet Policy and rates.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.

1. DISCLOSURE OF CONTRACT INFORMATION**PRICES TENDERED**

Respondent's Signature

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Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

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

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity Business	Role in the Entity Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X) Active Non-Active	
1						
2						
3						

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

2. "AS AND WHEN REQUIRED" CONTRACTS

2.1 Purchase orders will be placed on the Service provider(s) who successfully respond to the Work Orders.

- 2.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.

3. SERVICE LEVELS

- 3.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 3.2 Transnet will have contract reviews with the Service provider's account representative on an on-going basis.
- 3.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 3.4 The Service provider guarantees that it will meet set service level agreement for the scope of work:

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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

carrying on business trading/operating as

represented by _____

in my capacity as _____

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

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

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

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

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

Respondent's Signature

Date & Company Stamp

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

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

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

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity:

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

Transnet requires a validity period of 120 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

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

Respondent's Signature

Date & Company Stamp

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

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

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

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

RETURNABLE DOCUMENTS

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

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

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

RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 1: SBD1 Form	
ANNEXURE A: Local Content exemption letter from DTI (if applicable)	
ANNEXURE B: Declaration Certificate for Local Production and Content for designated sectors [SBD6.2] (SBD6.2 must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained)	
ANNEXURE C: Local Content Declaration: Summary Schedule (Annexure C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained)	

Respondent's Signature

Date & Company Stamp

RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
ANNEXURE D: Imported Content Declaration: Supporting Schedule to Annexure C	
ANNEXURE E: Local Content Declaration: Supporting Schedule to Annexure C	
ANNEXURE F: Guidance Document for the calculation of Local Content	
ANNEXURE G: Supplier's registration with the SA Pharmacy Council	
ANNEXURE H: Valid wholesale licence issue by SA Pharmacy Council	
ANNEXURE I: Joint Ventures Confirmation, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
ANNEXURE J: Valid B-BBEE certificate(s) or Sworn Affidavit(s) for proposed subcontractor	
ANNEXURE K: Valid Tax clearance or SARS Pin confirmation	
SECTION 4: Quotation Form (Priced Offer)	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 8: SBD 9 - Certificate Of Independent Bid Determination	
SECTION 10: Subcontracting	
SECTION 11: Protection of Personal Information	

 Respondent's Signature

 Date & Company Stamp

ANNEXURE A:

LOCAL CONTENT EXEMPTION LETTER FROM DTI

Bidder to attach the Local Content exemption letter from DTI (if applicable)

Respondent's Signature

Date & Company Stamp

ANNEXURE B:**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS [SBD6.2]**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. In terms of Regulation 16(2) of the Preferential Procurement Regulations, 2017, any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of the 2017 Regulations.
- 1.4. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.7. A bid will be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Pill /tablet pockets	100%

- 4.Does any portion of the services, works or goods offered
have any imported content?

(*Tick applicable box*)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION**(REFER TO ANNEX B OF SATS 1286:2011)****LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)****IN RESPECT OF BID NO. TCC/2022/03/0105 RFP****ISSUED BY: TRANSNET SOC LTD**

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,(full names), do hereby declare, in my capacity as.....of.....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____**DATE:** _____**WITNESS No. 1** _____**DATE:** _____**WITNESS No. 2** _____**DATE:** _____

ANNEXURE C

LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE

Bidder to complete the attached excel spreadsheet on Local Content Declaration: Summary Schedule

Respondent's Signature

Date & Company Stamp

ANNEXURE D:

IMPORTED CONTENT DECLARATION: SUPPORTING SCHEDULE TO ANNEXURE C

Bidder to complete the attached excel spreadsheet on Imported Content Declaration: Supporting Schedule to Annexure C

Respondent's Signature

Date & Company Stamp

ANNEXURE E

LOCAL CONTENT DECLARATION: SUPPORTING SCHEDULE TO ANNEXURE C

Bidder to complete the attached excel spreadsheet on Local Content Declaration: Supporting Schedule to Annexure C

Respondent's Signature

Date & Company Stamp

ANNEXURE F

BIDDER TO REFER TO THE GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT

Respondent's Signature

Date & Company Stamp

ANNEXURE G :

SUPPLIERS REGISTRARION CERTIFICATE WITH THE SA PHARMACY COUNCIL

Bidder to attach a copy of their registration certificate with the pharmacy council

Respondent's Signature

Date & Company Stamp

ANNEXURE H:

VALID WHOLESALE LICENSE ISSUED BY SA PHARMACY COUNCIL

Bidder to attach a copy of a valid wholesale license issued by SA pharmacy council

Respondent's Signature

Date & Company Stamp

ANNEXURE I:

JOINT VENTURE CONFIRMATION

Bidder to attach a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement (If Applicable)

Respondent's Signature

Date & Company Stamp

ANNEXURE J:

Valid B-BBEE certificate(s) or Sworn Affidavit(s) for proposed subcontractor

Bidder to attach a copy of valid BBBEE Certificate or Sworn Affidavit

Respondent's Signature

Date & Company Stamp

ANNEXURE K:

VALID TAX CLEARANCE OR SARS PIN CONFIRMATION

Bidder to attach a valid Tax Clearance or SARS pin confirmation

Respondent's Signature

Date & Company Stamp

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

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

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

1	Transnet's General Bid Conditions
2	Master Agreement and SLA attached
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Services as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

Respondent's Signature_____
Date & Company Stamp

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

DECLARATION OF INTEREST REGARDING PERSONS EMPLOYED BY THE STATE (SBD4)

12. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

13. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

- 13.1. Full Name of bidder or his or her representative:
- 13.2. Identity Number:
- 13.3. Position occupied in the Company (director, trustee, shareholder²):

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

13.4. Company Registration Number:

13.5. Tax Reference Number:

13.6. VAT Registration Number:

13.7. Are you or any person connected with the bidder presently employed by the state?	YES / NO
13.7.1. If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:	
Name of state institution at which you or the person connected to the bidder is employed:	
Position occupied in the state institution:	
Any other particulars:	
13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	YES / NO
13.8.2. If no, furnish reasons for non-submission of such proof:	
13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
13.9.1. If so, furnish particulars:	
13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.10.1. If so, furnish particulars:	
13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.11.1. If so, furnish particulars:	
13.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
13.12.1. If so, furnish particulars:	

Respondent's Signature

Date & Company Stamp

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 14 below.

14. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this ____ day of _____ 20__

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
- i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME ³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

³ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service provider
- ☐ Other Suppliers/Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....

SECTION 11: SBD 9- CERTIFICATE OF INDEPENDENT BID 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 bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) 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 bidding process. Bid 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 bid of any bidder if that bidder, 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 bidding 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 bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid 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 Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium⁴ will not be construed as collusive bidding.
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;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;

⁴ 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.

- d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
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 bid invitation relates.
9. 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 12: PROTECTION OF PERSONAL INFORMATION

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

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

Signature of Respondent's authorised representative: _____

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