

TRANSNET RAIL INFRASTRUCTURE MANAGER

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR PROPOSAL [RFP] No TRIM/2026/06/1521/7815/RFP (PPA-127345)

**FOR THE SUPPLY, DELIVERY AND MAINTENANCE OF MOBILE LIGHTS FOR RENTAL FOR THE
ORE LINE SHUT DOWN ON A ONCE-OFF BASIS**

ISSUE DATE: 22 SEPTEMBER 2026

CLOSING DATE: 29 SEPTEMBER 2026

CLOSING TIME: 12:00 PM

BID VALIDITY PERIOD: 180 BUSINESS DAYS FROM CLOSING DATE

SUBMISSION TO: Transnet e-tender submission portal – see SBD 1 for details

SECTION 1: SBD1 FORM**PART A****INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET RAIL INFRASTRUCTURE MANAGER					
BID NUMBER:	TRIM/2026/06/1521/7815/RFP (PPA-127345)	CLOSING DATE:	29/09/2026	CLOSING TIME:	12:00 PM
DESCRIPTION	SUPPLY, DELIVERY AND MAINTENANCE OF MOBILE LIGHTS FOR RENTAL FOR THE ORE LINE SHUTDOWN ON A ONCE-OFF BASIS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Transnet has implemented a new electronic tender submission system, the Transnet Digital Procurement System (TDPS), 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. The TDPS Supplier Submission Portal can be accessed as follows: a) Log on to the Transnet eSupplier website/Portal (https://esupplierportal.transnet.net/portal/) b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR; - to sign in if already registered; c) Click on "ADVERTISED TENDERS" to view advertised tenders; d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid; e) Respondents are to submit bid documents by uploading them onto the system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted. f) Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule should be accepted. g) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges. h) No late submissions will be accepted. i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid. j) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company. k) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture. L) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net					
BIDDING PROCEDURE ENQUIRIES & TECHNICAL ENQUIRIES MAY BE DIRECTED TO:					
CONTACT PERSON	PHIWAKAHLE MBONA				
TELEPHONE NUMBER	021 940 3441				
FACSIMILE	N/A				

NUMBER				
E-MAIL ADDRESS	PHIWAKAHLE.MBONA@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 No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO				
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO				
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO				
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO				
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO				
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER				

AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 1.7 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. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT [HTTPS://SECURE.CSD.GOV.ZA/](https://secure.csd.gov.za/).

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFP

Responses to this RFP [**Proposals**] must not include documents or reference relating to any other proposal. Any additional conditions that the bidder wants to bring to the attention of Transnet must be embodied in an accompanying letter.

Communication (Clarifications and Complaints)

3.1 Specific queries relating to this RFP before the closing date of the RFP should be submitted to [Phiwakahle Mbona at Phiwakahle.Mbona@Transnet.net Telephone number: 021 940 3441] before 12:00 pm on the **28th of September 2026**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.

3.2 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to groupscmcomplaints@transnet.net. Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion

3.3 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.

3.4 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.

3.5 The outcome of the process will be communicated, via email, to all bidders as soon as the process is concluded. Should a bidder not receive any communication from Transnet 30 days after the expiry of the validity period of this bid, the bidder can consider its bid not being successful.

All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

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.

Changes to Proposals

Changes by the Respondent to its submission will not be considered after the closing date and time.

Binding Offer

Any Proposal furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

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 a Proposal in response to it. Please note that Transnet reserves the right to:

- modify the RFP's goods / service(s);
- award only a portion of the proposed goods / services which are reflected in the scope of this RFP;
- split the award of the order/s between more than one Supplier/Service Provider as may be explicitly articulated in the conditions or objective criteria to this RFP
- cancel the RFP process;
- 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;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 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 provides for it;
- 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;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.

Specification/Scope of Work

Supply, delivery and maintenance of mobile rental lights for the Ore Line shut down. Refer to **Annexure A** for a detailed specification. Bidders to note that the mobile rental lights is required for the October Ore Line shut down which is scheduled to start on the 06th of October to 16th of October 2026.

Table 1: List of Required Resources

Required	Quantity	Unit
Supply Hydraulic Tower Lights for rental for • Ballast offloading sites, ballast stockpile sites. sleeper loading sites, rail replacement, culvert replacement, formation rehabilitation, amongst other for the Ore Line Maintenance shutdown. • Establishment and De-establishment of the tower lighting plants. • 2 Lights should be able to cover approximately 250m facing each other and at the appropriate angle ensuring adequate lighting across the area.	170 Hydraulic Tower Lights	Each
Provide Drivers and Operators including: • LDVs for the movement and maintenance of the lights for	56 Drivers and 56 operators	Each (per

adequate lighting per area for the required maintenance to be conducted. The refuelling, maintaining and managing the movement of the lights to ensure the correct areas have adequate lighting for the required maintenance to be conducted.	50 LDVs (1 LDV Utilised by a day and night shift)	day) Each (per day)
Supply and Deliver Diesel Trailers, Canister or Similar with pumps for rental for: Managing the refuelling of the hydraulic tower lights to ensure a continuous supply of power to the lights while in operation.	2 Diesel Trailers with pumps 14 Diesel Trailers/Canisters or similar with pumps	Each
Supply and Deliver Diesel for Refuelling of the hydraulic tower lights to ensure a continuous supply of power to the lights while in operation.	Number of litres as required to ensure continuous operation	Litres
Supply Battery Operated Flood Lights (or Similar) for rental: - To ensure the opposite side of the track is well lit where the tower lights cannot be placed. This is specific to the ballast offloading site - The lights should be able to magnetically mount to the ballast wagon and provide sufficient lighting. - The lights should be 12,000 lumens (turbo mode) or 6,500 lumens (standard), 360-degree horizontal and 180-degree vertical remote-controlled rotation, magnetic base and IP66/IK10 rated, Or similar.	100	Each
Supply Head lamps with batteries for: - Ensuring adequate lighting for ballast offloading to aid the battery-operated lights. - Sufficient batteries to cover 10 Nights of use - Ensure safety of personnel working on the ballast train	60	Each

Table 2: Site Specific Requirement, Scope of work and Location Detail

Requirement	Scope	Location / GPS Coordinates (Stations)
Nonstationary Lighting Ballast offloading: Loop 8 – Loop 9 Stationary Lighting Ballast Stockpiles Areas Loop 8 or Loop 9	Ensure tower lighting units are managed as set out in section 1.2 of the accompanying specification, per ballast offloading site to cover a minimum of 3km of lighting per area per night. 12 LDV teams (Driver and operator) shall manage the offloading area. <u>The day shift to prepare for the following shift.</u> The 12 teams in total will manage the stockpile area lighting which should be monitored during the night shift.	Salkor Yard -32.950130909925015, 18.04476780987137 Loop 2 / Kreefbaai: -32.22062715037418, 18.337068591523717 Loop 4 / Knersvlakte: -31.593163470969508, 18.47685435924536 Loop 5 / Saggiesberg: -31.329203389097955, 18.776468725073997 Loop 7 / De Kop -30.59241822160114, 19.353887579546786 Loop 8 / Sous: -30.441613520946163, 19.6002257750067 Loop 9 / Commissionerspan: -30.229604512654042, 19.859369875544463 Loop 10 / Halfweg: -30.011325972896373, 20.133581281433933 Loop 11 / Dagab: -29.777446203951, 20.373377225142974 Loop 12 / Kolke: -29.512924933852233, 20.784991372399247 Loop 13 / Kenhardt: -29.3003822065423, 21.047737080391936 Loop 14 / Rugseer: -29.15140755596265, 21.346368512667066 Loop 15 / Oorkruis: -28.94025850707349, 21.684167262047932 Loop 16 / Rooilyf: -28.744973486557225, 21.981705162892634 Loop 17 / Witpan: -28.485911947017836, 22.29169145337237 Loop 18 / Vrolik: -28.146264547783755, 22.635637716324087 Loop 19 / Langberg: -27.95807619916475,
Nonstationary Lighting Ballast offloading: Loop 12 – Loop 13 Loop 13 – Loop 12 Stationary Lighting Ballast Stockpiles Areas Loop 12 and Loop 13	Ensure tower lighting units are managed as set out in section 1.2 of the accompanying specification, per ballast offloading site to cover a minimum of 5km of lighting per area per night. 16 LDV teams (Driver and operator) shall manage the offloading area. <u>The day shift to prepare for the following shift.</u> The 16 teams in total will manage the stockpile area lighting which should be monitored during the night shift.	
Stationary Lighting Ballast Stockpiles Areas Loop 2, Loop 7, Loop 16, Loop 17, Loop 18 and Loop 19	1 LDV team (Driver and operator) to be available per site to manage the lighting for ballast stockpile areas to ensure adequate lighting and manage as per requirements set out in <i>Table 1</i>.	
Nonstationary Lighting Rail Offloading / Replacement Loop 18 to L19	6 LDV team (Driver and operator) to be available on site to manage the lighting between Loop 18 and loop 19 for rail offloading / replacement to ensure adequate lighting and manage as per requirements set out in <i>Table 1</i>.	
Stationary Lighting Turnout replacement Salkor Yard in Saldanha	2 LDV teams (Driver and operator) to be available on site to manage the lighting at Salkor Yard for turnout replacement to ensure adequate lighting and manage as per requirements set out in <i>Table 1</i>.	
Nonstationary Lighting Sleeper Stockpile Areas Loop 14, Loop 15 and Loop 16	2 LDV team (Driver and operator) to be available per site to manage the lighting for Sleeper stockpile areas to ensure adequate lighting for loading and offloading of sleepers and manage as per requirements set out in <i>Table 1</i>.	
Stationary Lighting Culvert replacements - Loop 17 – Loop 18 (3 sites) - Loop 10 Formation Rehabilitation - Loop 4 and Loop 5	1 LDV team (Driver and operator) to be available per site to manage the lighting for culvert replacement and formation rehabilitation areas to ensure adequate as per requirements set out in <i>Table 1</i>.	

		22.8714985380022
--	--	------------------

2 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.

3 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods 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.

WHEN MAKING BID SUBMISSIONS

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

TIP-OFFS ANONYMOUS:

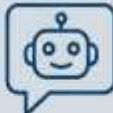


Ethics Helpdesk m.g.m
Your voice of trust. *Speak Up.*

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



Dedicated Website:
<https://whistleblowersoftware.com/secure/Transnet>
 Report securely and anonymously via our website.



AI Voice Bot 'JACK' (speak to our bot)
 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 any time.



Speak to an Agent via WhatsApp
 Chat with a human agent via the WhatsApp platform.



Speak to an Agent via text
 Text on Agent through the platform with no call or data charge.



Speak to an Agent via Telegram
 Connect with an Agent via Telegram.



Toll Free No:
0800 003 056



Email Address:
Transnet.Reportit@outlook.com



SMS: 063 786 7403



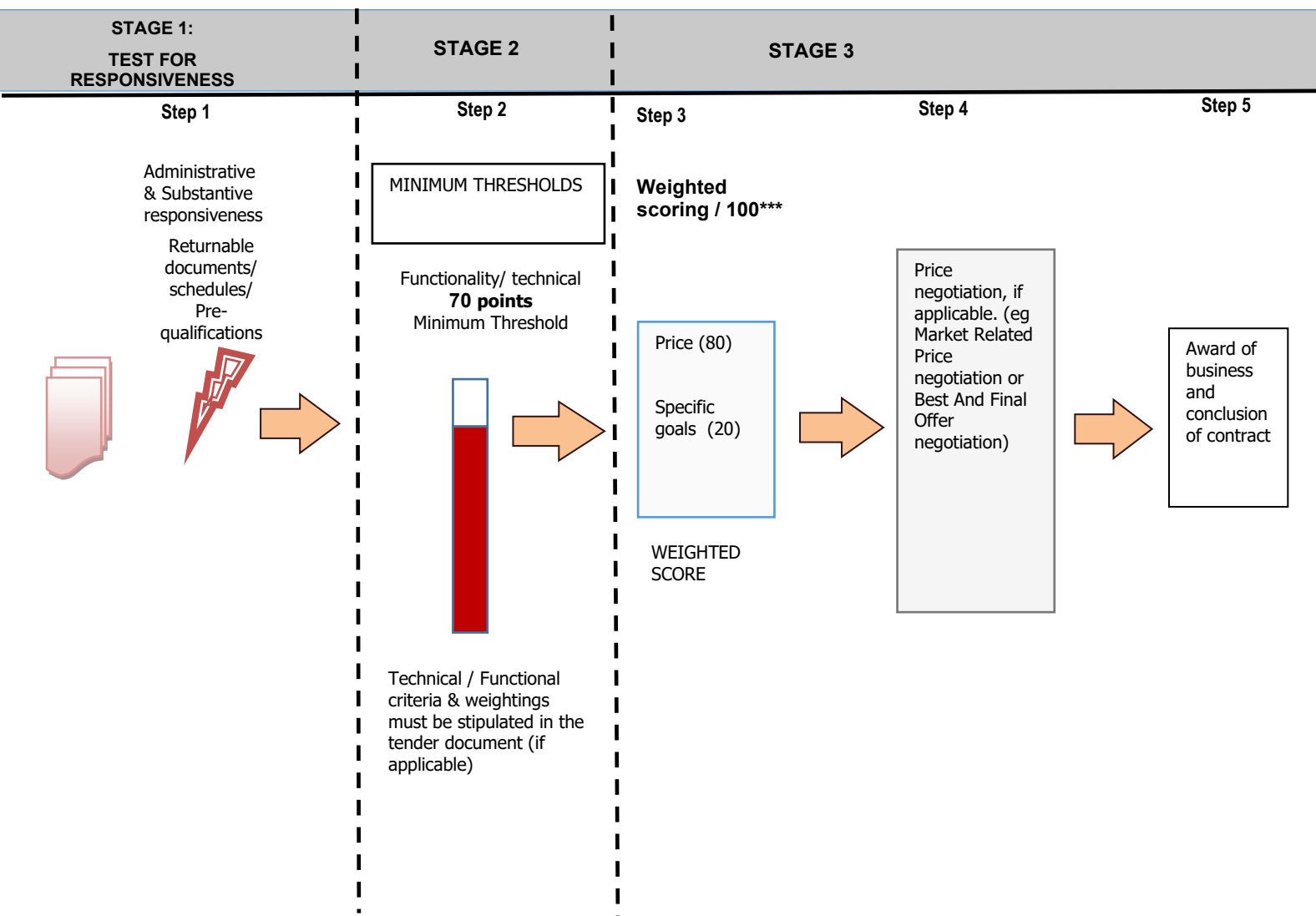
Please Call me number:
*120*0637867403#

SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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



1.1 STEP ONE: Test for Administrative and Substantive Responsiveness

The test for administrative and substantive responsiveness will include the following:

Administrative & Substantive responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 3</i>
• Verify the validity of all returnable documents	<i>Section 3</i>
• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>
• Whether any general and legislation qualification criteria set by Transnet, have	<i>All sections</i>

been met	
Whether the Bid contains a priced offer	<i>Section 4 – Pricing Schedule Form</i>
Whether the Bid materially complies with the scope and/or specification given	<i>All Sections</i>

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

1.2 Step Two: Minimum Threshold 70 points for Technical Criteria

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

REQUIREMENT	WEIGHT
Supplier related experience Proof of Previous experience in the execution of similar or related work for rental/ leasing of mobile lighting units, in the form of a letter of completion or reference letters. The letter should be signed, include the project details, have the project managers information from the company similar work was conducted for and, the letter should be on the reference company letterhead. Bidders will be evaluated on the number of letters submitted that must contain the required information as stated above, as well as the scope presented in the letter indicating the number of lights supplied. 3 points = 4 or more relevant in the execution of similar or related work for rental/ leasing letters received, signed, project scope stipulated and on their company letterhead. Of the 4 or more letters provided, at least 1 letter with a scope of minimum 170 Tower Lights previously supplied = 60% 2 points = 2 - 3 relevant in the execution of similar or related work for rental/ leasing letters received, signed, project scope stipulated and on their company letterhead. Of the 2 - 3 letters provided, at least 1 letter with a scope of a minimum of 100 Tower Lights previously supplied = 40% 1 point = 1 relevant in the execution of similar or related work for rental/ leasing letters received, signed, project scope stipulated and on their company letterhead. The letter with a scope of a minimum of 30 Tower Lights previously supplied = 20% 0 points = 0 letters received; No letters provided within the above-mentioned scope of work, irrelevant letters provided, letters not signed or project scope not stipulated or letters provided are not on the reference company letterhead. The letters do not stipulate the number of light or has a scope less than a minimum of 30 Tower Lights previously supplied = 0%	60%
Lead time for delivery The bidders should be able to provide the service (covering the scope of this tender) for the	40%

intended duration, for the annual shutdown. The bidders must submit a signed binding letter indicating commitment to deliver by 04th of October 2026. The letter should include the tender number and title of this tender on the company letterhead. Official signing the letter must be a director. In the event where the signatory is not a director, the capacity under which this letter is signed must be shown. Proof of authority must be submitted e.g. company resolution.

- 1 point = Binding letter received, signed, indicating commitment to deliver by 04th of October 2026. The letter should include the tender number and title of this tender on the company letterhead. Official signing the letter is a director or the capacity under which this letter is signed is shown and is of relevant authority = 40%
- 0 points = Binding letter not received or signed or not indicating commitment to deliver by 04th of October 2026. The letter does not include the tender number and title of this tender on the company letterhead. Official signing the letter is not a director or the capacity under which this letter is signed is not shown or is not of relevant authority = 0%

TOTAL**100%**

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

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

1.3 Step Three: Evaluation and Final Weighted Scoring

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

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

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

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

Where:

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

b) **Specific Goals** [Weighted score 20 point]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 3.1 of the specific goals Claim Form.

1.4 Step Four: Price Negotiations (if applicable)

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in Price negotiations 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.
 - Transnet may also enter into price negotiations to get a Best and Final Offer from the preferred bidder or a number of shortlisted bidders.
- 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 price negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

1.5 Step Five: 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 Proposal by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s). where applicable
- Alternatively, the acceptance of a letter of award by the Successful Respondent. will constitute the final contract read together with their RFP response and the Standard Terms and Conditions. This will be stated in the letter of award.

Validity Period

Transnet requires a validity period of 180 [One hundred and eighty] **2027-06-08** Business Days from the closing date of this RFP, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on 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.

Disclosure of contract information

Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the outcome of the RFP and information of the successful Respondents *inter alia* on the National Treasury e-Tender Publication Portal,

(www.etenders.gov.za), as required per National Treasury Instruction Note 09 of 2022/2023. **[This is not applicable if RFP was not advertised on National Treasury e-Tender Publication Portal]**

Johannesburg Stock Exchange Debt Listing Requirements

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

Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

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

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

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

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

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

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 Pricing Section Completed on TDPS	<i>Failure to provide all these on TDPS 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 may result in Transnet affording Respondents a further opportunity to submit by a set deadline, where applicable. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

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

a) Mandatory Pricing Section Completed on TDPS

Respondents are required to submit with their bid pricing submissions on TDPS, and also to confirm completion of the Pricing was done on TDPS by so indicating [Yes or No] in the tables below:

Mandatory Pricing Section Completed on TDPS	Completed [Yes or No]
Pricing Schedule on TDPS: Bidders note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule shall be accepted. In the case where a bidder fails to fully complete all line items on the pricing schedule, they will automatically be disqualified.	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to Specific Goals requirements stipulated in Section 6 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 6 of this RFP. B-BBEE Level of Contributor 1 or 2 - B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline	
Technical Evaluation - Previous Experience – Proof of previous experience in the execution of similar related work for the rental/leasing of mobile lights. - Delivery Lead Time – Binding Letter indicating commitment to deliver. In the event where the signatory is not a director, the capacity under which this letter is signed must be shown. Proof of authority must be submitted e.g. company resolution.	

c) Essential Returnable Documents:

, Respondents are further required to submit the following **Essential Returnable Documents with their RFP** and to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 5: RFP Declaration Certificate of Acquaintance and Breach of Law Form with RFP	
SECTION 6: Specific Goals Points Claim Form	
SECTION 7: Protection of Personal Information	
SECTION 1: SBD1 Form	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, , 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.

SECTION 4

PRICING SCHEDULE FORM

I/We _____

hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFP Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us, 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. I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Proposals afresh and/or having to accept any less favourable offer.

Price Schedule

Bidders note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule shall be accepted. In the case where a bidder fails to fully complete all tables on Section 4, they will automatically be disqualified.

I/We (Company name) Acknowledge that an electronic pricing schedule for goods and/or services will be completed in the Transnet eSupplier portal in line with the scope of work requirements.

1. Loop 8 - Loop 9 (Ballast offloading site and stockpile areas)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 20 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 20 Units	Each	20
3	De-establishment of 20 Units	Each	20
4	Rental of 1 Diesel Trailer with a Pump	Days	13
5	Rental of 10 LDV's - To work dayshift and nightshift - 8 Night shift only and 2 both shifts (12 Teams) - Wet rate (including refuelling)	Days	13
6	1 Driver & 1 Operator per LDV per Shift: - 12 Drivers (2 dayshift & 10 nightshift) - 12 Operators (2 dayshift & 10 nightshift)	Days	13
7	20 Head Lamps - with sufficient batteries for min. 10 nights	Days	13

8	Rental of 30 Battery-Operated Flood Lights - 2 Battery banks per light - Charge battery packs during the dayshift - Charging accessories, equipment and cables if not charged off-site	Days	13
---	---	------	----

2. Loop 12 - Loop 13 (Ballast offloading sites and stockpile areas)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 40 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 40 Units	Each	40
3	De-establishment of 40 Units	Each	40
4	Rental of 1 Diesel Trailer with a Pump	Days	13
5	Rental of 12 LDV's - To work dayshift and nightshift - 12 Night shift only and 4 both shifts (16 Teams) - Wet rate (including refuelling)	Days	13
6	1 Driver & 1 Operator per LDV per Shift: - 16 Drivers (4 dayshift & 12 nightshift) - 16 Operators (4 dayshift & 12 nightshift)	Days	13
7	40 Head Lamps - with sufficient batteries for min. 10 nights	Days	13
8	Rental of 70 Battery-Operated Flood Lights - 2 Battery banks per light - Charge battery packs during the dayshift - Charging accessories, equipment and cables if not charged off-site	Days	13

3. Loop 2 (Ballast Stockpile Areas)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 6 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 6 Units	Each	6
3	De-establishment of 6 Units	Each	6
4	Rental of 1 Diesel Trailer with a Pump - May quote for canister or similar if a trailer is not required to keep 6 Lights running for the entire nightshift	Days	13
5	Rental of 1 LDV - To work nightshift - Wet rate (including refuelling)	Days	13
6	1 Driver & 1 Operator per LDV for nightshift	Days	13

4. Loop 7 (Ballast Stockpile Areas)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 6 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 6 Units	Each	6
3	De-establishment of 6 Units	Each	6
4	Rental of 1 Diesel Trailer with a Pump - May quote for canister or similar if a trailer is not required to keep 6 Lights running for the entire nightshift	Days	13
5	Rental of 1 LDV - To work nightshift - Wet rate (including refuelling)	Days	13
6	1 Driver & 1 Operator per LDV for nightshift	Days	13

5. Loop 9 (Ballast Stockpile Areas)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 6 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 6 Units	Each	6
3	De-establishment of 6 Units	Each	6
4	Rental of 1 Diesel Trailer with a Pump - May quote for canister or similar if a trailer is not required to keep 6 Lights running for the entire nightshift	Days	13
5	Rental of 1 LDV - To work nightshift - Wet rate (including refuelling)	Days	13
6	1 Driver & 1 Operator per LDV for nightshift	Days	13

6. Loop 15 (Ballast Stockpile Areas)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 6 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 6 Units	Each	6
3	De-establishment of 6 Units	Each	6
4	Rental of 1 Diesel Trailer with a Pump - May quote for canister or similar if a trailer is not required to keep 6 Lights running for the entire nightshift	Days	13
5	Rental of 1 LDV - To work nightshift - Wet rate (including refuelling)	Days	13
6	1 Driver & 1 Operator per LDV for nightshift	Days	13

7. Loop 16 (Ballast Stockpile Areas)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 6 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 6 Units	Each	6
3	De-establishment of 6 Units	Each	6
4	Rental of 1 Diesel Trailer with a Pump - May quote for canister or similar if a trailer is not required to keep 6 Lights running for the entire nightshift	Days	13
5	Rental of 1 LDV - To work nightshift - Wet rate (including refuelling)	Days	13
6	1 Driver & 1 Operator per LDV for nightshift	Days	13

8. Loop 17 (Ballast Stockpile Areas)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 6 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 6 Units	Each	6
3	De-establishment of 6 Units	Each	6
4	Rental of 1 Diesel Trailer with a Pump - May quote for canister or similar if a trailer is not required to keep 6 Lights running for the entire nightshift	Days	13
5	Rental of 1 LDV - To work nightshift - Wet rate (including refuelling)	Days	13
6	1 Driver & 1 Operator per LDV for nightshift	Days	13

9. Loop 18 (Ballast Stockpile Areas)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 6 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 6 Units	Each	6
3	De-establishment of 6 Units	Each	6
4	Rental of 1 Diesel Trailer with a Pump - May quote for canister or similar if a trailer is not required to keep 6 Lights running for the entire nightshift	Days	13

5	Rental of 1 LDV - To work nightshift - Wet rate (including refuelling)	Days	13
6	1 Driver & 1 Operator per LDV for nightshift	Days	13

10. Loop 19 (Ballast Stockpile Areas)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 6 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 6 Units	Each	6
3	De-establishment of 6 Units	Each	6
4	Rental of 1 Diesel Trailer with a Pump - May quote for canister or similar if a trailer is not required to keep 6 Lights running for the entire nightshift	Days	13
5	Rental of 1 LDV - To work nightshift - Wet rate (including refuelling)	Days	13
6	1 Driver & 1 Operator per LDV for nightshift	Days	13

11. Loop 18 – Loop 19 (Rail Replacement Sites)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 12 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 12 Units	Each	12
3	De-establishment of 12 Units	Each	12
4	Rental of 1 Diesel Trailer with a Pump - May quote for canister or similar if a trailer is not required to keep 12 Lights running for the entire nightshift	Days	13
5	Rental of 6 LDV - To work nightshift - Wet rate (including refuelling)	Days	13
6	6 Drivers & 6 Operators per LDV for nightshift	Days	13

12. Loop 14 – Loop 16 (Sleeper Replacement and Stockpile Sites)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 24 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 24 Units	Each	24
3	De-establishment of 24 Units	Each	24
4	Rental of 1 Diesel Trailer with a Pump - May quote for canister or similar if a trailer is not required to keep 24 Lights running for the entire nightshift	Days	13

5	Rental of 6 LDV - To work nightshift - Wet rate (including refuelling)	Days	13
6	6 Drivers & 6 Operators per LDV for nightshift	Days	13

13. Salkor Yard (Turnout Replacement Site)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 8 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 8 Units	Each	8
3	De-establishment of 8 Units	Each	8
4	Rental of 1 Diesel Trailer with a Pump - May quote for canister or similar if a trailer is not required to keep 8 Lights running for the entire nightshift	Days	13
5	Rental of 2 LDV - To work nightshift - Wet rate (including refuelling)	Days	13
6	2 Drivers & 2 Operators per LDV for nightshift	Days	13

14. Loop 10 (Culvert Replacement Site)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 3 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 3 Units	Each	3
3	De-establishment of 3 Units	Each	3
4	Rental of 1 Diesel Trailer with a Pump - May quote for canister or similar if a trailer is not required to keep 3 Lights running for the entire nightshift	Days	13
5	Rental of 1 LDV - To work nightshift - Wet rate (including refuelling)	Days	13
6	1 Driver & 1 Operator per LDV for nightshift	Days	13

15. Loop 17 – Loop 18 (Culvert Replacement Sites)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 9 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 9 Units	Each	9
3	De-establishment of 9 Units	Each	9
4	Rental of 1 Diesel Trailer with a Pump - May quote for canister or similar if a trailer is not required to keep 9 Lights running for the entire nightshift	Days	13

5	Rental of 3 LDV - To work nightshift - Wet rate (including refuelling)	Days	13
6	3 Drivers & 3 Operators per LDV for nightshift	Days	13

16. Loop 4 and Loop 5 (Formation Rehabilitation Sites)

Item No	Description of Goods /Services	Unit of Measure	Quantity
1	Rental of 6 Hydraulic Light Tower - Wet Rate (including refuelling)	Days	13
2	Establishment of 6 Units	Each	6
3	De-establishment of 6 Units	Each	6
4	Rental of 1 Diesel Trailer with a Pump - May quote for canister or similar if a trailer is not required to keep 6 Lights running for the entire nightshift	Days	13
5	Rental of 2 LDV - To work nightshift - Wet rate (including refuelling)	Days	13
6	2 Drivers & 2 Operators per LDV for nightshift	Days	13

Item	TABLE DESCRIPTION
1.	Loop 8 - Loop 9 (Ballast offloading site and stockpile areas)
2.	Loop 12 - 13 (Ballast offloading sites and stockpile areas)
3.	Loop 2 (Ballast Stockpile Areas)
4.	Loop 7 (Ballast Stockpile Areas)
5.	Loop 9 (Ballast Stockpile Areas)
6.	Loop 15 (Ballast Stockpile Areas)
7.	Loop 16 (Ballast Stockpile Areas)
8.	Loop 17 (Ballast Stockpile Areas)
9.	Loop 18 (Ballast Stockpile Areas)
10.	Loop 19 (Ballast Stockpile Areas)
11.	Loop 18 – Loop 19 (Rail Replacement Sites)
12.	Loop 14 – Loop 16 (Sleeper Replacement and Stockpile Sites)
13.	Salkor Yard (Turnout Replacement Site)
14.	Loop 10 (Culvert Replacement Site)
15.	Loop 17 – Loop 18 (Culvert Replacement Sites)
16.	Loop 4 and Loop 5 (Formation Rehabilitation Sites)

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

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) All Prices must be quoted in South African Rand, exclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- f) In respect of incoterms conditions, if applicable, please refer to paragraph 25 of the General Bid Conditions which is attached to the RFP as **Annexure B**.

SECTION 5

RFP DECLARATION CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM WITH RFP

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 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 in calculating tendered prices or any other purpose:

1. Transnet's General Bid Conditions
2. Standard RFP Terms and Conditions for the supply of Goods or Services to Transnet
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 the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, 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 this Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and/ or complete in every respect.

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 all relevant information relevant to the Supply of the Goods 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 have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact 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;
6. 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;
7. We 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
8. If such a relationship as indicated in paragraph 7, exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

BIDDER'S DISCLOSURE (SBD4)

BIDDER'S DISCLOSURE

12 PURPOSE OF THE FORM

- 12.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the

Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

- 12.2 **If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.**

13 DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 13.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

- 13.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

- 13.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

- 13.4 If so, furnish particulars:

.....

- 13.5 Does the bidder or any of its directors/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract? **YES/NO**

13.5.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

14 GENERAL DECLARATION

I,, the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 14.1 I have read and I understand the contents of this disclosure.
- 14.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.
- 14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....

Signature

.....

Date

.....

Designation

.....

Name of bidder

15 PURPOSE OF THE FORM

- 15.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

16 Bidder's declaration

- 16.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

16.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ p

Full Name	Identity Number	Name of State institution
r		
t		
n		
e		
r		
s		
o		
r		

a
ny person having a controlling interest in the enterprise, in table below.

16.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

16.2.1 If so, furnish particulars:

.....
.....

16.2.2 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

16.2.3 If so, furnish particulars:

.....
.....

17 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

17.1 I have read and I understand the contents of this disclosure;

17.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

- 17.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 17.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 17.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 17.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 17.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

18 BREACH OF LAW

We further hereby certify that *I/we **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:

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

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 6: SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 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 Either the 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution.
 - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL 1 OR 2 OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	100

- 1.6 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7 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"** means:
 - 1) B-BBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise in terms of a 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.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- $P_{\min}$ = Comparative price of lowest acceptable bid

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	20
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

- 4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

- 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 .]
EME³	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 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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 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 4.1 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 the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis 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 7

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