

Transnet Corporate Centre

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [SERVICES]

FOR THE SALE OF FERROUS SCRAP METAL TO SCRAP DEALERS/RECYCLERS, PRIMARY STEEL PRODUCERS/SMELTERS AND FOUNDRIES TO BE CONSUMED IN SOUTH AFRICA "AS AND WHEN REQUIRED" FOR A PERIOD OF FIVE (5) YEARS

RFP NUMBER	TCC/2026/07/0001/114614/RFP
ISSUE DATE:	30 October 2026
CLOSING DATE:	30 November 2026
CLOSING TIME:	16:00
BID VALIDITY PERIOD:	180 Business Days from Closing Date

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

SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1: SBD1 FORM.....	3
PART A	3
PART B	4
SECTION 2: NOTICE TO BIDDERS	5
1 INVITATION TO BID	5
2 FORMAL BRIEFING	6
3 PROPOSAL SUBMISSION	7
4 CONDITIONS OF CONTRACT	8
5 RFP INSTRUCTIONS	8
6 JOINT VENTURES OR CONSORTIUMS	8
7 COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)	8
8 CONFIDENTIALITY	9
9 COMPLIANCE	9
10 EMPLOYMENT EQUITY ACT	9
11 DISCLAIMERS	9
12 LEGAL REVIEW.....	10
13 SECURITY CLEARANCE	10
SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS	12
SECTION 4: PRICING AND DELIVERY SCHEDULE	25
SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS.....	32
SECTION 6: RFQ DECLARATION CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM WITH RFP.....	37
SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM	38
SECTION 8: RFP CLARIFICATION REQUEST FORM.....	42
SECTION 9 : SPECIFIC GOALS POINTS CLAIM FORM.....	43
SECTION 10: JOB-CREATION SCHEDULE.....	48
SECTION 11: SBD 5.....	51
SECTION 12: PROTECTION OF PERSONAL INFORMATION	54

RFP ANNEXURES:

ANNEXURE A: SCOPE OF WORK

ANNEXURE B: PRICING ILLUSTRATIVE EVALUATION METHODOLOGY

ANNEXURE C: MASTER AGREEMENT

ANNEXURE D: TRANSNET'S GENERAL BID CONDITIONS

ANNEXURE E: TRANSNET'S SUPPLIER INTEGRITY PACT

ANNEXURE F: NON-DISCLOSURE AGREEMENT

ANNEXURE G: SERVICE LEVEL AGREEMENT

ANNEXURE H: LIST OF SITES PER OPERATING DIVISION

ANNEXURE I: E-TENDER GUIDE

ANNEXURE J: DUE DILIGENCE QUESTIONNAIRE

RFP FOR THE SALE OF FERROUS SCRAP METAL TO SCRAP DEALERS/RECYCLERS, PRIMARY STEEL PRODUCER/SMELTERS AND FOUNDRIES TO BE CONSUMED IN SOUTH AFRICA "AS AND WHEN REQUIRED" FOR A PERIOD OF FIVE (5) YEARS**SECTION 1: SBD1 FORM****PART A****INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET CORPORATE CENTRE, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TCC/2026/07/0001/114614/RFP	ISSUE DATE:	30 October 2026	CLOSING DATE:	30 November 2026	CLOSING TIME:	16:00
DESCRIPTION	RFP FOR THE SALE OF FERROUS SCRAP METAL TO SCRAP DEALERS/RECYCLERS, PRIMARY STEEL PRODUCERS/SMELTERS AND FOUNDRIES TO BE CONSUMED IN SOUTH AFRICA "AS AND WHEN REQUIRED" FOR A PERIOD OF FIVE (5) YEARS						
BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS							
(please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:							
CONTACT PERSON	Nompumelelo Langa						
TELEPHONE NUMBER	n/a						
FACSIMILE NUMBER	n/a						
E-MAIL ADDRESS	Nompumelelo.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							
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.							
SUPPLIER COMPLIANCE STATUS	TCP PIN		OR	CSD NO			
	☐ Yes ☐ No		OR	BBEE STATUS LEVEL SWORN AFFIDAVIT			
If Yes, Who was the Certificate issued by?							
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)					
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)					
	☐	A REGISTERED AUDITOR					
		NAME:					
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]							

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]
Signature of the Bidder		Date:	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. 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/ .

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE: _____

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

Responses to this 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	RFP FOR THE SALE OF FERROUS SCRAP METAL TO SCRAP DEALERS/RECYCLERS, PRIMARY STEEL PRODUCERS/SMELTERS AND FOUNDRIES TO BE CONSUMED IN SOUTH AFRICA "AS AND WHEN REQUIRED" FOR A PERIOD OF FIVE (5) YEARS [the Services]
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website only. If you receive tender adverts for Transnet in any other platform other than the ones mentioned, it is your duty to verify the authenticity, accuracy, latest updates and reliability of the information with the platforms mentioned. Should both media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> Click on "Tender Opportunities"; Select "Advertised Tenders"; In the "Department" box, select Transnet SOC Ltd. <p>Once the tender has been in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net</p>
COMMUNICATION	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
BRIEFING SESSION	<p>Yes – non-compulsory</p> <p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: nompumelelo.langa@transnet.net</p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session.</p> <p>Refer to paragraph 2 for details.</p>
CLOSING DATE	<p>30 November 2026</p> <p>Bidders must ensure that bids are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration.</p> <p>Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.</p>

	<p>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 because of their own technical challenges.</p> <p>NB! In accordance with Section 217 of the Constitution, the Preferential Procurement Policy Framework Act (PPPFA), the Preferential Procurement Regulations, the Public Finance Management Act (PFMA), and applicable National Treasury Instructions, each bidder is strictly permitted to submit only one proposal or offer per bid invitation, unless expressly stated otherwise in the bid documents.</p>
VALIDITY PERIOD	<p>180 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>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.</p> <p>Regarding the validity period of next highest ranked bidders, please refer to Section 2, paragraph 11.10</p>

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

2 FORMAL BRIEFING

A non-compulsory pre-proposal RFP briefing will be conducted via MS TEAMS on the **06 November 2026**, at 10:00 for a period of ± 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.
- 2.2 Respondents are encouraged to bring a copy of the RFP to the site meeting and/or RFP briefing.

Respondents are encouraged to bring a copy of the RFP to the RFP briefing.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/3368809318272876?p=r624ABScUUniqJOEDF>

Meeting ID: 336 880 931 827 287 6

Passcode: k8qJ7aL7

[Need help?](#) | [System reference](#)

Dial in by phone

[+27 21 835 5059,751226271#](#) South Africa, Cape Town

[Find a local number](#)

Phone conference ID: 751 226 271#

Join on a video conferencing device

Tenant key: teams@transnet.onpexip.com

Video ID: 127 089 385 3

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

<http://intranet.inter.transnet.local/Videos/General/Transnet%20Recovery%20Plan/VID-20231214-WA0000?Web=1>

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:

- a) Log on to the Transnet eTenders management platform website/ Portal (transnetetenders.azurewebsites.net)
- b) Click on "ADVERTISED TENDERS" to view advertised tenders;
- c) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all mandatory information is completed) OR;
- d) to sign in if already registered;
- e) Toggle (click to switch) the "Log an Intent" button to submit a bid;
- f) Submit bid documents by uploading them into the system against each tender selected.
- g) Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.
- h) 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 because of their own technical challenges.
- i) No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net
- j) 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.
- k) 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.
- l) 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.
- m) A detailed bidder guide can be found on **Annexure I** and the Transnet Portal: transnetetenders.azurewebsites.net

4 CONDITIONS OF CONTRACT

- 4.1 Where Transnet has identified opportunities of economic transformation and empowerment, Transnet will incorporate a contractual obligation for the winning bidder to execute the identified transformation objective as a condition of contract.
- 4.2 Each bidder interested in participating in this tender should be cognisant that it is a condition of contract the winning bidder will be required to contract with Transnet on the following transformation initiative:
- a) Subcontracting
- 4.3 The bidder will be required to sub-contract a minimum of 30% of the total value of the contract.
- 4.4 The successful bidder(s) will be required to meet the requirements of any condition stated in this section. **Failure to meet any of the conditions**, may result in the contract not being concluded between Transnet and the successful bidder.

5 RFP INSTRUCTIONS

- 5.1 Please sign, stamp and date the bottom of each page of the RFP document (excluding Annexures) before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 5.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 5.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 5.4 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 12 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.

6 JOINT VENTURES OR CONSORTIUMS

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

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

7 COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)

- 7.1 For specific clarification relating to this RFP, an RFP Clarification Request Form should be submitted to **[nompumelelo.langa@transnet.net]** before 23 November 2026, substantially in the form set out in

Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.

- 7.2 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.
- 7.3 After the closing date of the RFP, a Respondent may only communicate with the name of delegated individual (BEC chairperson), on email nompumelelo.langa@transnet.net on any matter relating to its RFP Proposal.
- 7.4 Respondents are to note that changes to its submission will not be considered after the closing date.
- 7.5 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.
- 7.6 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.
- 7.7 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

8 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.

9 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.

10 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.

11 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. Please note that Transnet reserves the right to:

- 11.1 modify the RFP's Goods/Services;
- 11.2 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 11.3 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 11.4 split the award of the contract between more than one Supplier/Service provider, as may be explicitly articulated in the conditions or objective criteria to this RFP;

- 11.5 cancel the bid process;
- 11.6 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;
- 11.7 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 11.8 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;
- 11.9 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;
- 11.10 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.
- 11.11 Request a bidder to furnish further information relating to its Environmental, Social and Governance (ESG) standing at any stage of the procurement or contracting process. This information may not be used for purposes of evaluation and/or disqualify bidder but may be use for purpose of record and analysis of ESG compliance.
- 11.12 Where sub-contracting is applied in a tender, conduct due diligence assessment on the sub-contractor(s) and this may entail requesting the bidder to provide further information relating to the sub-contractor(s) or directly requesting the information from the sub-contractor(s) as well as conducting any necessary investigations on the sub-contractor(s) to detect issues of "FRONTING".

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.

12 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.

13 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ 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.

TRANSNET URGES ITS CLIENTS, SUPPLIERS AND THE GENERAL PUBLIC TO REPORT ANY FRAUD OR CORRUPTION TO

IF YOU DON'T REPORT IT, YOU SUPPORT IT!



Email: Transnet.Reportit@outlook.com

Toll free: 0800 003 056

SMS: 0637867403

Please Call Me number: *120*0637867403

Website: <https://whistleblowersoftware.com/secure/Transnet>

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Transnet generates ferrous scrap through various operations, including but not limited to standard operational by-products, obsolescence, exceeding functional lifespan, or irreparable damage. This ferrous scrap is concentrated countrywide and serves different Transnet Operating Divisions.

Bidders are required to submit proposals for each designated area and may choose to submit offers solely for the areas in which they intend to compete. Each area will be evaluated separately for pricing and BBBEE (specific goals), with the highest-ranked bidder preferred. This approach aims to ensure that Transnet creates opportunities for all potential respondents, minimises logistical burdens, and maximises revenue from scrap sold per cluster. All bidders responding to this request must be registered suppliers in South Africa to provide this service, in line with National Treasury requirements.

Successful contractors will be required to dismantle, cut, process, load, and transport all scrap to their premises at their own cost. Such input costs must be factored into the pricing offer, as Transnet will not be liable for any expenditure; the award will be classified as an income-generating contract. Equipment and resources will likely vary from site to site, and bidders must factor this into their pricing offer.

Scrap materials are provided and made available at designated cluster sites. Bidders are not obligated to maintain physical operations at these locations; however, they must demonstrate adequate logistical capacity to cut and collect at these locations and comply fully with all regulatory standards relevant to ferrous scrap cutting, collection, and utilisation. Bidders must demonstrate their ability to handle any available load quantity for collection in a full skip, ensuring no material is stockpiled to achieve optimal load quantities. In instances where further processing is necessary, the Contractor will be responsible for transporting the full skip to their own facility or a rented site for additional processing.

2 EXECUTIVE OVERVIEW

While Transnet is seeking a partner(s) to provide solutions for disposing of Transnet's ferrous scrap steel to South African steel companies on as and when required for a period of five (5) years, it also seeks to improve its current processes for providing these goods/services to its end-user community across all locations.

The selected service provider(s) must align with Transnet's mission and business objectives. These mutual goals will be met by meeting contractual requirements and addressing new challenges in an environment of teamwork, joint participation, flexibility, innovation, and open communication. In this spirit of partnership,

Transnet and its service provider(s) will review current business practices to enhance processes and support systems. Such a partnership will enable Transnet to reach higher levels of quality, service, and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

2.1 Transnet must achieve maximised revenue and reduced logistical burden resulting from the Service provider's ability to process and remove scrap efficiently across multiple sites.

2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen service provider(s).

2.3 Transnet must receive proactive improvements from the service provider with respect to the supply/provision of goods/services and related processes.

2.4 Transnet's overall competitive advantage must be strengthened by the chosen service provider's leading-edge technology and service delivery systems.

2.5 Transnet's end users must be able to rely on the chosen service provider's personnel for service enquiries, recommendations, and substitutions.

2.6 Transnet must reduce costs by streamlining the removal and disposal of scrap assets on a cluster basis, avoiding fragmented ad-hoc collections.

2.7 This tender will specifically benefit the Ports of Transnet by improving operational efficiency through reliable skip services, reducing on-site congestion, maximising revenue from port-generated scrap, and ensuring compliant disposal of hazardous materials from port assets. Emphasis is placed on the urgency required by Transnet in clearing scrap at the ports.

2.8 It is an explicit requirement of any subsequent contract resulting from this RFP that none of the ferrous scrap metal purchased and/or obtained through such contract may be exported or resold to any other parties. All ferrous scrap purchased and/or obtained under such contract must be consumed and processed within the local RSA market for reuse within the local RSA steel industry. Acceptable domestic consumption activities include resale to South African foundries and smelters, and transformation to other steel products. Transnet will periodically request invoices with registered SA smelters and foundries, proofs of payment, and/or production schedules or similar depicting Transnet tonnages consumed.

2.9 Transnet must ensure compliance with the Department of Environmental Affairs and environmental legislation. A contractor should understand the urgency in responding to the clearing of derailment to prevent non-compliance to the requirements of the Department of Environmental Affairs and applicable legislation.

3 SCOPE OF REQUIREMENTS

Transnet has, for the past five (5) years, successfully disposed of ferrous scrap within the borders of the RSA. This approach continues to generate maximum revenue and create measurable transformation opportunities within the industry. The disposal of scrap is structured across seven (7) main areas/clusters: Koedoespoort, Belville, Uitenhage, Bloemfontein, East London, Germiston and Durban. Each area/cluster will be evaluated

separately. Bidders may select one or more clusters in which they wish to compete. Award(s) will be made to the highest-ranked compliant bidder per cluster.

Scope Requirements:

3.1 The port environment requires reliable skip service (removal and replacement of full skips). No staging area will be provided within the port environment for general processing of scrap metal for purposes of reaching the contractor's optimal load quantity or any other reason, except in the following circumstances:

3.1.1 Where oversized scrap material is too large to place in a skip;

3.1.2 Where works orders are issued for dismantling and processing of assets.

3.2 Bidders must have their own cutting, processing and loading equipment (ideally an excavator with grab attachment for loading), or have access to said equipment. Transnet will request proof of ownership or access.

3.3 Bidders must be able to collect all types of scrap regardless of condition (for example, greasy bearings, rusted scrap, 240-meter (and other) lengths of rails, stacks of rails spring clips, etc.)

3.4 Ability and resources to collect scrap anywhere along the rail network.

3.5 Ability and resources to cut vegetation as and when needed by Transnet, to open up physical access to scrap that needs to be cut and/or collected. This will be done on a pre-approval basis and as agreed upon reimbursement terms.

3.6 Ability and resources to offload any type of materials from the scrap wagons before cutting. This will be done based on agreed upon reimbursement terms.

3.7 Ability and resources to clean and decontaminate chemicals and other contamination from the tankers and wagons as and when needed. This will be done on a pre-approval basis and as agreed upon reimbursement terms.

3.8 Ability and resources to transport any reclaimables from cut wagons and/or locomotives to Transnet dedicated sites. This will be done on a pre-approval basis and as agreed upon reimbursement terms.

3.9 Ability to dismantle and separate non-ferrous from ferrous scrap.

3.10 Transnet reserves the right to conduct site visits before the award only to recommended bidders as a form of due diligence.

4 SCOPE DISCLAIMERS

4.1 Transnet reserves the right to retain all valuable components for re-use from assets scrapped on site.

4.2 Transnet reserves the right to retain semi-precious metals such as copper and aluminium contained in an asset when it is being disposed of from the site.

4.3 Should the Service Provider fail to accept a works order within seven (7) calendar days of issuance or fail to execute the works order within the agreed timelines, Transnet reserves the right to cancel such works order and/or re-issue the scope to another awarded bidder in another cluster.

4.4 Transnet reserves the right to exclude specific assets from this contract and dispose of them as complete functional units, where commercially or operationally justified. Such disposals shall be conducted outside the scope of this agreement and shall not constitute a breach of any contractual obligation.

5 FINANCIAL AND OPERATIONAL REQUIREMENTS

The following requirements are mandatory for all successful bidders. Compliance must be demonstrated prior to contract award and maintained throughout the contract period.

5.1 Financial Security or Credit Vetting

The successful bidder must either:

- Provide an irrevocable bank guarantee in a form and amount acceptable to Transnet; or
- Successfully pass the credit vetting process undertaken by Transnet.
- Provide an irrevocable bank guarantee in a form and amount acceptable to Transnet equivalent to two months of annual estimated revenue.

NOTE: if the successful bidder fails to meet the credit vetting process and or cannot provide an irrevocable bank guarantee, they will then be treated as a cash customer.

5.2 Invoicing and Payment Systems

The successful bidder's financial systems must be capable of:

- Processing Transnet invoices within 48 hours of receipt thereof and
- All invoices for a given period shall be paid within seven (7) days of Transnet issuing the month-end statement, provided that such seven-day period shall not extend beyond the standard thirty (30) day payment term from statement date.

6 GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to understand your (bidder's) company's position regarding environmental commitments, including key ecological characteristics such as waste disposal, recycling, and energy conservation. Please submit details of your entity's policies in this regard.

Compliance with the environmental requirements below protects Transnet and its supply chain from statutory fines, environmental liability, and reputational damage under the National Environmental Management Act (NEMA) and the Waste Act. Transnet requires proof of lawful disposal to discharge its legal obligations as the generator of waste.

5.1 Respondents disposing of assets containing asbestos must be equipped to do so and must provide Transnet with the necessary disposal certificates for asbestos. Failure to provide certificates will constitute a breach of contract.

5.2 Respondents disposing of assets that contain hazardous waste (including oils, greases, batteries, and chemical residues) must be equipped to do so and must provide Transnet with relevant waste manifest

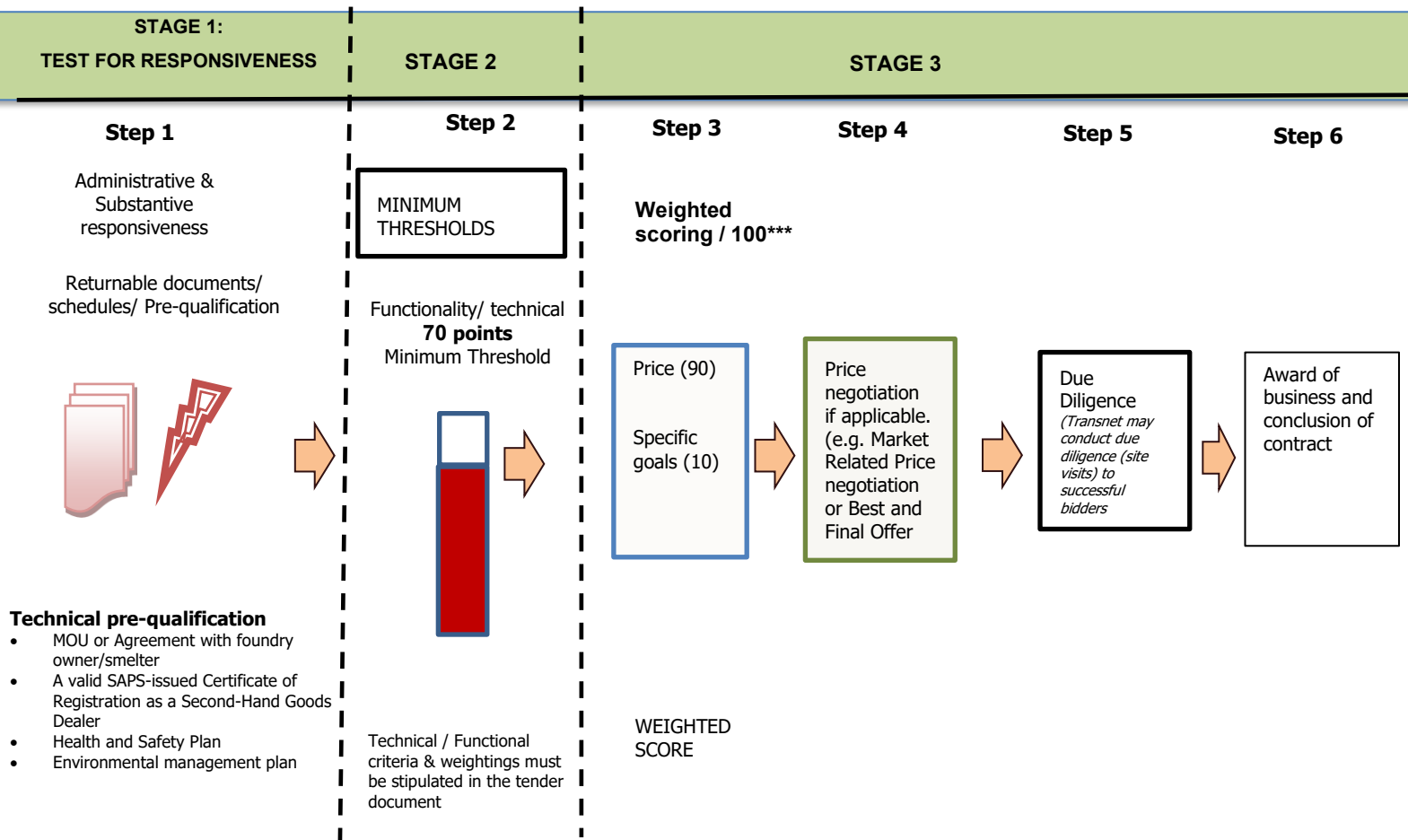
documents indicating that the waste has been disposed of in a controlled and responsible manner at a permitted facility.

7 GENERAL SUPPLIER/SERVICE PROVIDER OBLIGATIONS

- 7.1 The Service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 7.2 The Service provider(s) must comply with the requirements stated in this RFP.
- 7.3 The Service provider(s) are to familiarize themselves with DTIC, ITAC Export Control Framework, Second-Hand Goods Act 6 of 2009, Customs & Excise Act (Export Duties) and National Environmental Management: Waste Act regulations for compliance”.

8 EVALUATION METHODOLOGY

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



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

8.1 STEP ONE: Test for Administrative and Substantive Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	<i>Section 1 paragraph 3</i>
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 5</i>
• Verify the validity of all returnable documents	<i>Section 5</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 been met	<i>All sections</i>
• Whether the Bid contains a priced offer	<i>Section 4 - Quotation Form</i>

<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: MOU or Agreement with foundry owner/smelter A valid SAPS-issued Certificate of Registration as a Second-Hand Goods Dealer Health & Safety management plan Environmental management plan 	<i>Section 3 (Scope of Work)</i> OR <i>Annexure A</i>
Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections including Section 2 paragraphs, 2.2, 6, 11.2, General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule 	<i>Section 4</i>
<ul style="list-style-type: none"> 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

8.2 STEP TWO: Minimum Threshold 70 points for Technical Criteria

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

Mandatory Requirements		YES/NO
<ul style="list-style-type: none"> MOU or Agreement with foundry owner/smelter A valid SAPS-issued Certificate of Registration as a Second-Hand Goods Dealer Health & Safety management plan Environmental management plan 		
1. Team Composition Max score points = 30 points Provide Organogram and appointment letters of the following resources:	<ul style="list-style-type: none"> 7/7 Team composition = 30 Points 6/7 Team composition = 25 Points 5/7 Team composition = 20 Points Less than 5 Team composition = 0 Point 	30
a. 1 x Forklift Operator with the following certified copies: <ul style="list-style-type: none"> Valid Forklift certificates/license Minimum Code B (Code 8) Valid Driver's License (Copy both sides) Identity document (Copy both sides if smart card) 		
b. 1 x Cutters/burners with the following certified copies: <ul style="list-style-type: none"> Valid certificates/license to use cutting torch Minimum Code B (Code 8) South African Valid Driver's License (Copy both sides) Identity document (Copy both sides if smart card) 		

	<p>c. 1 x Grabber Operator with the following certified copies:</p> <ul style="list-style-type: none"> Valid Grabber certificates/license Minimum Code C1 (Code 10) South African valid Driver's License (Copy both sides) Identity document (Copy both sides if smart card) <p>d. 1 x Excavator Operator with the following certified copies:</p> <ul style="list-style-type: none"> Valid Excavator certificates/license Minimum Code C1 (Code 10) South African valid Driver's License (Copy both sides) Identity document (Copy both sides if smart card) <p>e. 1 x Crane Truck Operator with the following certified copies:</p> <ul style="list-style-type: none"> Valid Crane Truck certificates/license Minimum Code C1 (Code 10) South African valid Driver's License (Copy both sides) Identity document (Copy both sides if smart card) <p>f. 1 x Driver with the following certified copies:</p> <ul style="list-style-type: none"> Minimum Code C1 (Code 10) South African valid Driver's License with Professional Driving Permit (PrDP) (Copy both sides) Identity document (Copy both sides if smart card) <p>g. 1 x Driver with the following certified copies:</p> <ul style="list-style-type: none"> Minimum Code EC (Code 14) South African valid Driver's License with Professional Driving Permit (PrDP) (Copy both sides) Identity document (Copy both sides if smart card) <p>NB:</p>		
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	<p>❖ Clear certified copies must not be older than 3 months from the closing date of this bid.</p>																				
2.	<p>Transportation</p> <p>Max score points = 30 points</p> <table><tr><th>Vehicles (owned)</th><th>Vehicles (leased)</th></tr><tr><td>Provide proof of registration documents with photographs for the following:</td><td>Provide proof of lease Agreement or Letter of intent for the following:</td></tr><tr><td>• Truck with skip (min 3 cubic meters) = 5 points</td><td>• Truck with skip (min 3 cubic meters) = 5 points</td></tr><tr><td>• Interlink/Flatbed Truck (horse and trailer) = 5 points</td><td>• Interlink/Flatbed Truck (horse and trailer) = 5 points</td></tr><tr><td>• Crane Truck = 5 points</td><td>• Crane Truck = 5 points</td></tr><tr><td>• Grab Truck = 5 points</td><td>• Grab Truck = 5 points</td></tr><tr><td>• Lowbed Truck = 5 points</td><td>• Lowbed Truck = 5 points</td></tr><tr><td>• Excavator = 2.5 points</td><td>• Excavator = 2.5 points</td></tr><tr><td>• Truck with loading bin =2.5 points</td><td>• Truck with loading bin =2.5 points</td></tr></table> <p>Only vehicles that meet the following conditions will be considered:</p> <p>Owned Vehicle points allocation:</p> <ul style="list-style-type: none">• All vehicles must be owned by either the entity, its owners or directors only.• Certified copies of proof of ownership for the vehicles must be provided, either Vehicle Registration or Valid Motor Vehicle License.• Transnet reserves the right to confirm all provided information with the licensing Department. <p>Documents meeting all the above statements lead to full points allocation.</p> <p>Leased vehicles points allocation:</p>	Vehicles (owned)	Vehicles (leased)	Provide proof of registration documents with photographs for the following:	Provide proof of lease Agreement or Letter of intent for the following:	• Truck with skip (min 3 cubic meters) = 5 points	• Truck with skip (min 3 cubic meters) = 5 points	• Interlink/Flatbed Truck (horse and trailer) = 5 points	• Interlink/Flatbed Truck (horse and trailer) = 5 points	• Crane Truck = 5 points	• Crane Truck = 5 points	• Grab Truck = 5 points	• Grab Truck = 5 points	• Lowbed Truck = 5 points	• Lowbed Truck = 5 points	• Excavator = 2.5 points	• Excavator = 2.5 points	• Truck with loading bin =2.5 points	• Truck with loading bin =2.5 points	0 – 30 Points	30
Vehicles (owned)	Vehicles (leased)																				
Provide proof of registration documents with photographs for the following:	Provide proof of lease Agreement or Letter of intent for the following:																				
• Truck with skip (min 3 cubic meters) = 5 points	• Truck with skip (min 3 cubic meters) = 5 points																				
• Interlink/Flatbed Truck (horse and trailer) = 5 points	• Interlink/Flatbed Truck (horse and trailer) = 5 points																				
• Crane Truck = 5 points	• Crane Truck = 5 points																				
• Grab Truck = 5 points	• Grab Truck = 5 points																				
• Lowbed Truck = 5 points	• Lowbed Truck = 5 points																				
• Excavator = 2.5 points	• Excavator = 2.5 points																				
• Truck with loading bin =2.5 points	• Truck with loading bin =2.5 points																				

	<ul style="list-style-type: none">• Provide a lease or intent to lease agreements detailing all the offered vehicles with their registration numbers as per the above requirements.• The details on lease or intent to lease agreement should at least reflect the description of vehicles and tonnage where it is required. <p>Transnet reserves the right to confirm all provided information and documents.</p>						
3.	<p>Experience</p> <p>Provide reference letters from the seller/buyer on a signed company letterhead with valid contact numbers for scrap dealing:</p> <ul style="list-style-type: none">• Four (4) and above reference letters with valid contactable references = 25 points• Three (3) and above reference letters with valid contactable references = 20 points• Two (2) and above reference letters with valid contactable references = 15 points• Less than two (2) reference letters with valid contactable references = 0 points <p>NB: Reference letters must be written in English and may be verified</p> <p>Company experience will only be considered on the following conditions:</p> <p>a) Reference letters from the bidder’s previous client/s should be submitted and where the reference letter is for subcontracted work the letter should be accompanied by the main contractors’ appointment/reference letter. <i>No Purchase orders, Work orders, and Work completion certificate will be accepted.</i></p> <p>b) Reference letters should be on a client’s letterhead and signed or stamped with contactable references.</p> <p>c) The scope on the reference letter should cover Sale of Scrap related work.</p>	0 – 25 Points	25				
4.	<table><tr><th>Owned</th><th>Leased</th></tr><tr><td>Provide proof of registration documents with photographs for the following:</td><td>Provide proof of Lease Agreement or Letter of intent from the supplier for the following:</td></tr></table>	Owned	Leased	Provide proof of registration documents with photographs for the following:	Provide proof of Lease Agreement or Letter of intent from the supplier for the following:	<p>All 7 = 15 points</p> <p>5 – 6 = 10 points</p>	15
Owned	Leased						
Provide proof of registration documents with photographs for the following:	Provide proof of Lease Agreement or Letter of intent from the supplier for the following:						

	1. Scrap shears 2. Metal balers 3. Shredders 4. Guillotines 5. Granulators 6. Magnetic separators 7. Cutting torch	1. Scrap shears 2. Metal balers 3. Shredders 4. Guillotines 5. Granulators 6. Magnetic separators 7. Cutting torch	Less than 5 = 0	
	<p>Only tools and machinery that meet the following conditions will be considered:</p> <p>Owned tools and machinery points allocation</p> <p>All tools and machinery must be owned by either the entity, its owners or directors only.</p> <p>Leased tools and machinery points allocation</p> <ul style="list-style-type: none"> Provide a lease or letter of intent from the supplier to as per the above requirements. 			
	Total Weighting			100
	Minimum Threshold			70

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 Three for further evaluation

8.3 STEP THREE: Evaluation and Final Weighted Scoring

a) Price Criteria [Weighted score 90 points]:

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

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

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

Where:

Ps = Points scored for the price of Bid under consideration
 Pt = Price of Bid under consideration
 P_{max} = Price of highest acceptable Bid

b) **Specific Goals** [Weighted score 10 point]

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

8.4 **SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Threshold
Functionality	70%

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

8.5 **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 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).

8.6 **STEP FIVE: Due Diligence (if applicable)**

- Respondents are to note that Transnet reserves the right to conduct site visits before the award only to recommended bidders as a form of due diligence.

8.7 **STEP SIX: Award of business and conclusion of contract (Split Award)**

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award (LOA). The LOA will specify the cluster/area each successful bidder is allocated. Thereafter the final contracts will be concluded with the successful Respondent(s).
- Alternatively, acceptance of a letter of award by the Successful Respondents. will constitute the final contract read together with their RFP response and the Master Service Agreement including the SLA. This will be stated in the letter of award.

8.7.1 Rationale for splitting the award of business

The proposed appointment of multi suppliers is intended to promote competition, reduce supplier concentration risk, maximise revenue generation, maintain business continuity and ensure adequate disposal capacity across the various categories of ferrous scrap. The multiple-supplier model is also intended to mitigate the risk of operational disruptions should any appointed fail to execute the works order within the agreed timelines.

Furthermore, the proposed methodology will facilitate participation by different market segments, including scrap dealers and recyclers, primary steel producers and smelters and foundries. This will boost transformation objectives, market responsiveness and reduce risk of non-compliance with the department of environmental affairs.

SECTION 4: PRICING AND DELIVERY SCHEDULE**Price Evaluation Schedule**

Respondents need not submit offers for areas in which they are interested to compete. Areas will be evaluated separately in terms of pricing and BBBEE and the highest ranked bidder will be the preferred bidder.

For Bidders to have an indication and an understanding of the methodology to be used by Transnet to evaluate the pricing evaluation Schedule, a Pricing Illustrative Evaluation Methodology is hereto attached as Annexure B.

1. Germiston Area / Cluster				
Item	Item description	Weighting	% Rotterdam Metal Bulletin (%)	% Rotterdam Metal Bulletin (in words)
1	Heavy scrap (above 3.5mm thick)	15%	%	
2	Light scrap (below 3.5mm thick)	5%	%	
3	Rails within the network	40%	%	
4	Cutting of rolling stock (as and where lying)	15%	%	
5	Shavings	5%	%	
6	Wheel centres/Axles	20%	%	

2. Uitenhage / Port Elizabeth Area / Cluster				
Item	Item description	Weighting	% Rotterdam Metal Bulletin (%)	% Rotterdam Metal Bulletin (in words)
1	Heavy scrap (above 3.5mm thick)	10%	%	
2	Light scrap (below 3.5mm thick)	5%	%	
3	Rails within the network	30%	%	
4	Cutting of rolling stock (as and where lying)	10%	%	
5	Port equipment (wharf cranes, straddle carriers etc.)	10%	%	
6	Mixed steel incl. rubber rollers	0%	%	
7	Port floating vessels	10%	%	
8	Shavings	5%	%	
9	Wheel centres/Axles	20%	%	

3. East London Area / Cluster				
Item	Item description	Weighting	% Rotterdam Metal Bulletin (%)	% Rotterdam Metal Bulletin (in words)
1	Heavy scrap (above 3.5mm thick)	20%	%	
2	Light scrap (below 3.5mm thick)	5%	%	
3	Rails within the network	35%	%	
4	Cutting of rolling stock (as and where lying)	20%	%	

5	Port equipment (wharf cranes, straddle carriers etc.)	10%	%	
6	Port floating vessels	10%	%	
7	Shavings	0%	%	
8	Wheel centres/Axles	0%	%	

4. Bloemfontein Area / Cluster				
Item	Item description	Weighting	% Rotterdam Metal Bulletin (%)	% Rotterdam Metal Bulletin (in words)
1	Heavy scrap (above 3.5mm thick)	15%	%	
2	Light scrap (below 3.5mm thick)	10%	%	
3	Rails within the network	40%	%	
4	Cutting of rolling stock (as and where lying)	10%	%	
5	Shavings	5%	%	
6	Wheel centres/Axles	20%	%	

5. Durban Area / Cluster				
Item	Item description	Weighting	% Rotterdam Metal Bulletin (%)	% Rotterdam Metal Bulletin (in words)
1	Heavy scrap (above 3.5mm thick)	10%	%	
2	Light scrap (below 3.5mm thick)	5%	%	
3	Rails within the network	30%	%	
4	Cutting of rolling stock (as and where lying)	10%	%	
5	Port equipment (wharf cranes, straddle carriers etc.)	10%	%	
6	Mixed steel incl. rubber rollers	0%	%	
7	Port floating vessels	10%	%	
8	Shavings	5%	%	
9	Wheel centres/Axles	20%	%	

6. Koedoespoort Area / Cluster				
Item	Item description	Weighting	% Rotterdam Metal Bulletin (%)	% Rotterdam Metal Bulletin (in words)
1	Heavy scrap (above 3.5mm thick)	15%	%	
2	Light scrap (below 3.5mm thick)	10%	%	
3	Rails within the network	40%	%	
4	Cutting of rolling stock (as and where lying)	10%	%	
5	Shavings	5%	%	

6	Wheel centres/Axles	20%	%	
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7. Bellville Area / Cluster				
Item	Item description	Weighting	% Rotterdam Metal Bulletin (%)	% Rotterdam Metal Bulletin (in words)
1	Heavy scrap (above 3.5mm thick)	10%	%	
2	Light scrap (below 3.5mm thick)	5%	%	
3	Rails within the network	30%	%	
4	Cutting of rolling stock (as and where lying)	10%	%	
5	Port equipment (wharf cranes, straddle carriers etc.)	10%	%	
6	Mixed steel incl. rubber rollers	0%	%	
7	Port floating vessels	10%	%	
8	Shavings	5%	%	
9	Wheel centres/Axles	20%	%	

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

*Please refer to **Annexure B – Illustrative Evaluation Methodology***

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 upon with the Respondent scoring the third-highest points, Transnet will cancel the RFP.
- b) Prices must be quoted as a % of the Rotterdam metal bulletin.
- 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 pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Respondents to complete all the required fields for the clusters they are bidding for, as an incomplete pricing schedule will result in a bid being non-responsive.
- f) Prices are to be quoted on a full-service basis covering all costs that may be incurred by the contractor.
- g) 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.
- h) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
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- i) The bid price will be as a percentage of the ruling Rotterdam metal price – the highest average percentage price is the winning bidder per cluster
- j) The Rotterdam price will be converted to the rand value on every Monday morning relative to the Rotterdam price versus the ZAR/US\$ exchange rate.
- k) Clusters/Areas will not be split awarded, and the contractor will be required to service all sites linked to a cluster/area.

INVOICING AND PAYMENT

- a) Invoices will be processed by Transnet within two working days on receipts of collection documents/ on the day/date of removal of Ferrous scrap from any of the Transnet sites.
- b) The weekly revised price in terms of the Rotterdam and Rand/Dollar exchange will apply when invoicing.
- c) Scrap collected by the Contractor during the month will be invoiced by the Transnet representative concerned, who will scan and email a copy of a Tax Invoice to the Contractor.
- d) Payment of the full value of the scrap plus Value-Added Tax [**VAT**] must be made to the designated Transnet bank account by bank deposit or electronic transfer within 7 [seven] days from statement/Tax Invoice. Banking details will be provided to the Contractor.
- e) If payment is not received within 7 [seven] days, no further scrap will be made available until the outstanding payment is received.
- f) Transnet will require a Contractor to lodge a deposit/bank guarantee as surety for its future purchases of scrap metal from Transnet, the amount of such deposit to be commensurate with the contract value. Based on historic turnover, such a bank guarantee will be approximately R15 million per cluster but will depend on the credit assessment.
- g) If payment is not received within the specified period, monthly compounded interest will be invoiced based on the amount outstanding at the prime interest rate, plus 1%

1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

Respondents are to note that, on award of business, Transnet is required to publish the outcome of the RFQ 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.

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 DPIIP 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 (DPIIP) 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=DPIIP>, Respondents are required to disclose any commercial relationship with a DPIIP 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 DPIIP/FPPO		Closely Related to a DPIIP/FPPO		Closely Associated to a DPIIP/FPPO		
List all known business interests, in which a DPIIP/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 DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

2. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [**the Supplier**] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in Annexure A *Specifications* of this RFP, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

YES	
------------	--

NO	
-----------	--

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 quarterly reviews with the Supplier/Service provider's account representative on an on-going basis.
- 3.3 Transnet reserves the right to request that any member of the Supplier/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 achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- If the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter
- 3.5 The Service provider must provide a telephone number for customer service calls.
- 3.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
------------	--

NO	
-----------	--

4. RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by the Respondent, in relation to:

4.1 Quality and specification Services delivered:

4.2 Continuity of supply:

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

4.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002:

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

Respondent's Signature_____
Date & Company Stamp

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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

carrying on business trading/operating as

represented by _____

in my capacity as _____

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

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

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

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

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

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods/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.

 Respondent's Signature

 Date & Company Stamp

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity:

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

Transnet requires a validity period of 180 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

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

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

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

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

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

RETURNABLE DOCUMENTS

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

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

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

a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4: Pricing and Delivery Schedule	
Proof of registration certificates with a Scrap or Recycling Association	
A valid SAPS-issued Certificate of Registration as a Second-Hand Goods Dealer	
MOU or Agreement with foundry owner/smelter	
Health & Safety management plan	
Environmental management plan	

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]
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements (30% Sub-Contracting) as stipulated in Section 9 of this RFP. Paragraph 7 of Section 9 must be completed.	
Section 10: Job-Creation Schedule	
Team – Certified copies of Drivers Licenses, ID documents, PrPD; Crane Truck Certificate	

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Transportation – Proof of registration documents with photographs (owned) OR Proof of lease agreement /intent to lease agreement	
Transportation – Proof of registration documents with photographs (owned) OR Proof of lease agreement /intent to lease agreement	
Section 10: Job-Creation Schedule	
Team – Certified copies of Drivers Licenses, ID documents, PrPD; Crane Truck Certificate	
Company Experience – Reference letters	
Tools & Machinery – Proof of ownership or Lease agreement/intent to lease agreement	

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]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 3 previous years	
Section 1: SBD1 Form	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 9: SPECIFIC GOALS POINTS CLAIM FORM	
SECTION 10: JOB-CREATION SCHEDULE	
SECTION 11: SBD 5	
SECTION 12: PROTECTION OF PERSONAL INFORMATION	

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.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

Respondent's Signature_____
Date & Company Stamp

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

**SECTION 6: RFQ 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 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
5	Scope of Work attached to this RFP

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.

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

We hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Goods/Services as well as Transnet information and Employees and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
7. we declare that 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)

12 PURPOSE OF THE FORM

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

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

13 Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

YES/NO

13.2.1. If so, furnish particulars:

.....

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

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

YES/NO

13.3.1. If so, furnish particulars:

.....

14 DECLARATION

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

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.

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.

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

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

SECTION 9: SPECIFIC GOALS POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

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

Either the 80/20 or 90/10 preference point system will apply

Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in Transnet preferential procurement policy.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	
B-BBEE Level 1 or 2	2
Creation of new jobs or the intensification of labour absorption	4
30% subcontracting to EMEs and or QSEs that are 51% Black Owned	4
Total points for Price and Specific Goals must not exceed	100

1.3 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points are not claimed.

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"Ownership"** means 51% black ownership
- (e) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **"Price"** includes all applicable taxes less all unconditional discounts.
- (j) **"Proof of B-BBEE Status Level of Contributor"**
- i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (k) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (l) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (m) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

90/10

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

Where:

Ps = Points scored for the price of Bid under consideration

Pt = Price of Bid under consideration

P_{max} = Price of highest 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 (90/10)
B-BBEE Level of contributor (1 or 2)	2

30% subcontracting to EMEs and or QSEs that are 51% Black Owned	4
Creation of new jobs or the intensification of labour absorption	4
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
Creation of new jobs and labour intensification	Section 10 Job Creation Schedule Returnable documents
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are:	
I. 30% Black Women owned, 51% Black Youth and 51% Black people with disabilities	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline
II. Entities with a specified minimum B-BBEE level (1 and 2)	
III. EMEs and/or QSEs who are 51% black-owned	

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 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.

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 2 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 following enterprises:

: 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-BBE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....

SECTION 10: JOB-CREATION SCHEDULE**(Please ensure that you return this schedule with your bid submission)**

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

Note that this undertaking is not required if a NIPP obligation is applicable to a Respondent's bid as indicated in Section

11. Respondents are required to indicate below whether the NIPP obligation is applicable to their bid:

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

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

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

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

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

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

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

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

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 2	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 3	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				

Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 4	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 5	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

SECTION 11: SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**INTRODUCTION**

The National Industrial Participation Programme (NIPP), which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIPP requirements. NIPP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

- 1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$5 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$5 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid number;
 - Description of the goods or services;
 - Date on which the contract was awarded;
 - Name, address and contact details of the contractor;
 - Value of the contract; and
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIPP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTIC will determine the NIPP obligation;
 - b. the contractor and the DTI will sign the NIPP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number

Closing date:

Name of bidder.....

Postal address

.....

Signature.....

Name (in print)

Date.....

Respondent's Signature

Date & Company Stamp

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

Signature of Respondent's authorised representative: _____

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