

TRANSNET PORT TERMINALS

an Operating Division of **TRANSNET SOC LTD**[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No.

**PROVISION OF MARSHALL SERVICES FOR A PERIOD OF FOUR (4) MONTHS AS AN WHEN
REQUIRED AT TRANSNET PORT TERMINALS RICHARDS BAY**

FOR A PERIOD OF: **FOUR (4) MONTHS**

ISSUE DATE: 21/01/2026

CLOSING DATE: 23/01/2026

CLOSING TIME: 15:00 PM

Note to the bidders:

Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PORT TERMINALS, A DIVISION TRANSNET SOC LTD							
BID NUMBER:		ISSUE DATE:	21/01/2026	CLOSING DATE:	23/01/2026	CLOSING TIME:	15:00PM
DESCRIPTION	PROVISION OF MARSHALL SERVICES FOR A PERIOD OF FOUR (4) MONTHS AS AN WHEN REQUIRED AT TRANSNET PORT TERMINALS RICHARDS BAY						
BID RESPONSE DOCUMENTS SUBMISSION							
<p>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.</p> <p>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> Log on to the Transnet eTenders management platform website/Portal (transnetetenders.azurewebsites.net) (please use Google Chrome to access Transnet link/site free of charge); Click on "ADVERTISED TENDERS" to view advertised tenders; Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information); Click on "SIGN IN/REGISTER" - to sign in if already registered; Toggle (click to switch) the "Log an Intent" button to submit a bid; Submit bid documents by uploading them into the system against each tender selected. No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net 							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mbuso Mlaba			CONTACT PERSON	Mbuso Mlaba		
TELEPHONE NUMBER	035 905 2108			TELEPHONE NUMBER	035 905 2108		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	N/A			E-MAIL ADDRESS	N/A		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		

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

PART B TERMS AND CONDITIONS FOR 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.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Formal Briefing

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 3 [*Communication*] below:

3 Communication

3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to **Mbuso.Mlaba@transnet.net** before **12:00 pm on 22/01/2026**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.

3.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

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

3.4 Respondents may also, at any time after the closing date of the RFQ, communicate with **Mbuso Mlaba** on any matter relating to its RFQ response:

Telephone **035 905 2108**

Email: **Mbuso.Mlaba@transnet.net**

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

4 Legal Compliance

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

5 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.

6 Changes to Quotations

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

7 Binding Offer

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

8 Disclaimers

8.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;

- reject any Quotation which does not conform to instructions and specifications which are detailed herein.
- disqualify Quotations submitted after the stated submission deadline.
- not necessarily accept the lowest priced Quotation or an alternative bid.
- place an order in connection with this Quotation at any time after the RFQ's closing date.
- award only a portion of the proposed goods / services which are reflected in the scope of this RFQ.
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations.
- cancel the quotation process.
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so.
- request audited financial statements or other documentation for the purposes of a due diligence exercise.
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law.
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.

9 Specification/Scope of Work

Refer to Annexure A – Scope of work

10 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.

11 Security clearance

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

12 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

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

13 Tax Compliance

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

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

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

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








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

TIP-OFFS ANONYMOUS:



Ethics Helpdesk (Pty) Ltd.
Ethics Management System™

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

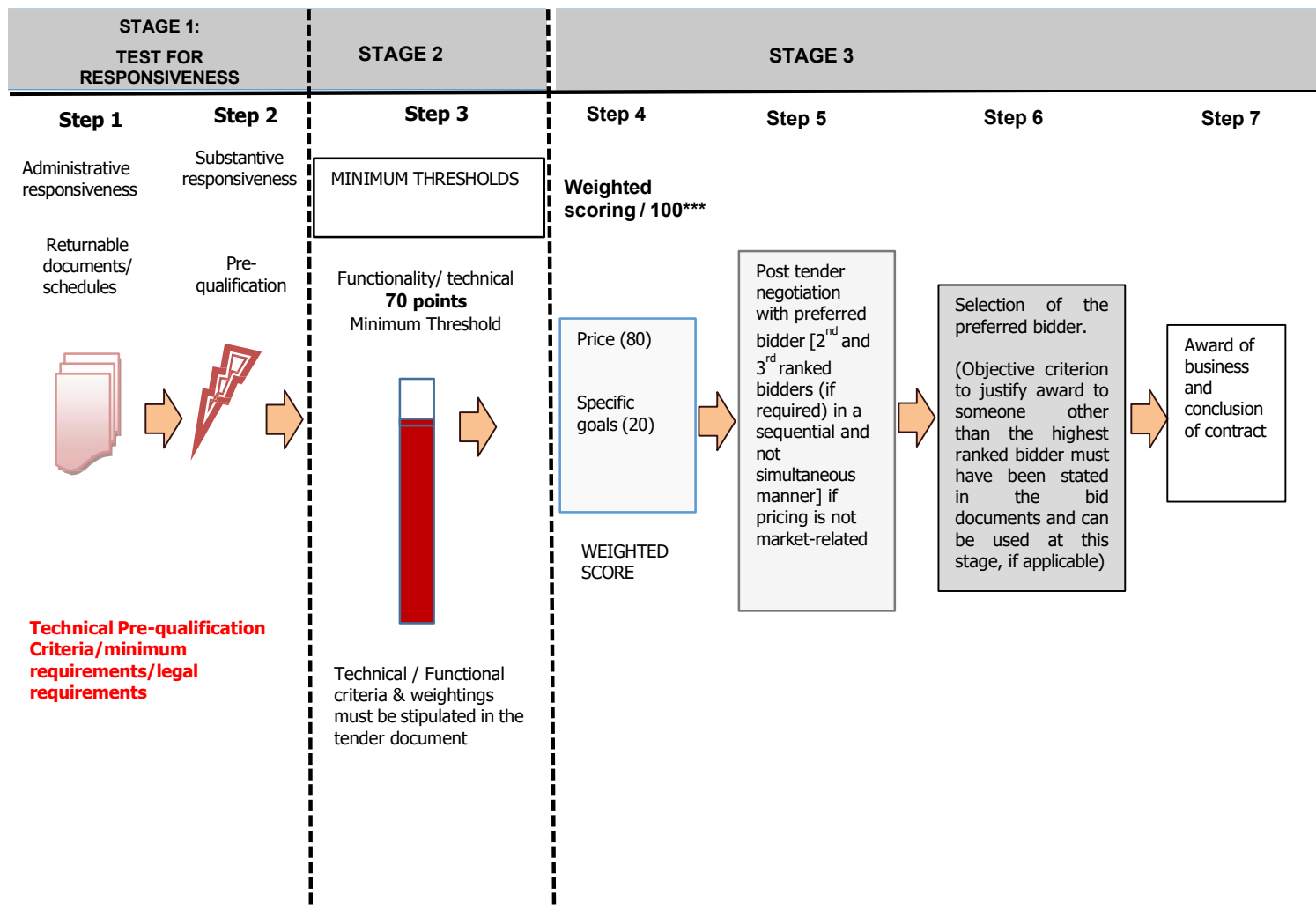
				
	<p>AI Voice Bot "Jack" Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</p>	<p>What's App Speak to an Agent via What's App.</p>	<p>Speak to an Agent Speak to an Agent via the platform with no call or data charges</p>	<p>Telegram Speak to an Agent via Telegram</p>
				

SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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



1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 3</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 3</i>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>

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

1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections</i>
<ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> - Business Registration as Security Company <p>1.1 Bidder must be registered with Private Security Regulatory Authority. Bidder to provide a valid PSIRA Certificate of the company registration certification with Private Security Industry Regulatory Authority (PSIRA).</p> 	<p><i>Section 2 – paragraph 10</i> <i>Annexure B</i></p> <p style="text-align: center;">Y/N</p>

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

1.3 STEP THREE: Minimum Threshold 70 points for Technical Criteria

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

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 5)/ (0 to 10)
Qualifications 2.1 Bidder to submit qualifications in the form of valid certificates, for Marshals should have 48 x Grade D or Higher.	20	2.1.1 Bidder to provide proof of meeting 2.1 Certificate for Grade D or Higher for Marshalls. Bidder to provide 48 x valid certificates (certificate must not be expired) as per requirement of 2.1. Bidder shall be awarded 20 Points. If bidder provides less than 48 valid certificates as per requirement of 2.1 bidder shall be awarded 0 Points, if the bidder does not meet minimum required number of marshals X 48, it shall be excluded on the Technical Evaluation, Certificates shall be subjected to validation with PSIRA Governing Body.
Qualifications 2.2 Bidder to submit qualification in the form of valid certificates, for Supervisors should have 4 x Grade B or Higher.	20	2.2.2 Bidder to provide to proof of meeting 2.2 valid certificates for Grade B or Higher for Supervisors Bidder to provide 4 x valid certificates (certificate must not be expired) as per requirement of 2.2. Bidder shall be awarded 20 Points. If bidder provided less than 8 valid certificates as per requirement of 2.2 if the Bidder provided less than required number shall be awarded 0 Points.
Previous Experience 3.1 Bidder must submit a minimum of three (3) traceable references from their previous clients. The letter must be written in company's Letterhead confirming that they have or are rendering similar services. The traceable reference letters must be within a period of thirty-six 36 months. The client must state and express in writing their level of satisfaction with the bidder's service. The letters that will be accepted by Evaluating Committee must comply to the below requirements: - a) Drafted on a client's Letterhead. b) Nature of work conducted by Bidder/Service Provider. c) Period/Duration of the Project must at least be	30	3.1.1 Bidder provided three (3) traceable references letters meeting the requirement of 3.1, bidder shall be awarded 30 points. 3.1.2 Bidder provided two (2) traceable reference letters meeting requirement of 3.1 bidder shall be awarded 20 Points. 3.1.3 Bidder provided one (1) traceable reference letter meeting requirement of 3.1 bidder shall be awarded 10 Points. 3.1.4 Bidder provided no traceable reference letter meeting requirement of 3.1 bidder shall be awarded 0 Points.

Respondent's Signature

Date & Company Stamp

three (3) months - Security Service or similar service rendered. d) Company Representative names contact details in the form of an E- mail address or contact number. e) Company Representative Signature. Bidders who have not met these requirements shall not score allocated prospective points		
Geographic Location 4.1 Bidder to submit a proof that their office operates and/or Director of the business reside within 50 Km radius from Transnet Port Terminals, Dry Bulk Terminal, Port of Richards Bay. Proof must be in form of the following: - a) Valid Lease Agreement must be signed by all parties or, b) Renting Agreement to the Bidder offices Business Operating space signed by both parties or, c) Municipality Bills and Taxes not older than 3 months or, d) Letter from the local Ward Councilor.	30	4.1.1 Bidder provided proof of a radius within 50km from the Port of Richards Bay meeting requirement of 4.1 bidder shall be awarded 30 Points. 4.1.2 Bidder provided proof of a radius 51km -60km from the Port of Richards Bay meeting requirement of 4.1 bidder shall be awarded 20 Points. 4.1.3 Bidder provided proof of a radius 61km-70km or more from the Port of Richards Bay meeting requirement of 4.1 bidder shall be awarded 10 Points. 4.1.4 Bidder provided not provide proof of 4.1 non-compliance to the above requirements the bidder shall be awarded 0 Points.
Total Weighting:	100	
Minimum qualifying score required:	70	

Respondents must complete and submit **Annexure B which include a Technical Questionnaire**. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Annexure

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 Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

1.4 STEP FOUR: Evaluation and Final Weighted Scoringa) **Price Criteria** [Weighted score 80 points]:

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

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

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

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

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

1.5 STEP FIVE: Post Tender 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).

1.6 STEP SIX: Objective Criteria (if applicable)

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Transnet may apply in this bid process include:

- Skills Transfer and Capacity Building for Transnet.
- Impact on Transnet's Return on Investment.
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market.
- the tenderer:
- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

- is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data and
- is able, in the option of the employer to perform the contract free of conflicts of interest.
- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
 - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
 - a due diligence to assess functional capability and capacity. This could include a site visit;
 - A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
 - Reputational and Brand risks

1.7 STEP SEVEN: Award of business and conclusion of contract

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

2 Validity Period

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

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

3 Disclosure of contract information

Prices Quoted

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

Johannesburg Stock Exchange Debt Listing Requirements

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

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

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

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

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

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

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

4 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and 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 RFQ <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 or No]
SECTION 4: Quotation Form	
Business Registration as Security Company	

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:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFQ (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 7 of this RFQ	
Qualifications	
Previous Experience	
Geographic Location	

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 1: SBD1 Form	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 9: Protection of Personal Information	

5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SECTION 4

QUOTATION FORM

I/We _____

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

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

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

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer

Price Schedule

I/We quote as follows for the goods/services required, on a "Transnet Port Terminals, Richardsbay" basis, including VAT:

Item No	Description of Item	Unit	Quantity	Rate per month	TOTAL PRICE OF ITEM (4) MONTHS [ZAR]
1	11x Marshall's grade D and above (per shift)	EA	48		
2	1x Supervisor grade B and above (per shift)	EA	4		
3	16 X Radios	EA	16		
4	16 X Torches	EA	16		
5	1 X Vehicle per site	EA	1		
6	1 X Cellphone per site	EA	1		
7	10 X Reflective Traffic Cones	EA	10		
TOTAL PRICE, exclusive of VAT:					
VAT 15% (if applicable)					
Total Inclusive of VAT (where applicable)					

Delivery Lead-Time from date of purchase order: _____ **[days/weeks]**

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

Respondent's Signature

Date & Company Stamp

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 RFQ.
 - (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 RFQ.
 - (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 RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.

- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

SECTION 5

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

1. Transnet's General Bid Conditions
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact
4. Non-disclosure Agreement

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

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

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

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6
RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

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.

13.2 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:

.....
.....

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.

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.

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.

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

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

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

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:

Returnable Document

Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

Respondent's Signature_____
Date & Company Stamp

SECTION 7: SPECIFIC GOALS POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Either the 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution.
 - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and Specific Goals must not exceed	100

- 1.6 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1 or Level 2	10
+50% Black Youth Owned Entities	10
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
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME³	Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted..... %

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

- ☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

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 RFQ, 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 RFQ 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 RFQ, 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 RFQ (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 RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ 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

PRICING DATA

PROVISION OF FOUR (4) MONTHS MARSHAL SERVICES CONTRACTS FOR TRANSNET SOC LTD

Document reference	Title	No of pages
C2.1	Pricing assumptions	1
C2.2	Pricing Schedule	2

PROVISION OF FOUR (4) MONTHS MARSHAL SERVICES CONTRACT FOR
TRANSNET SOC LTD

C2.1 Pricing Conditions

NOTES:

- The price must be rated in Rands, Exclusive of Vat.
- Any deviation from pricing format shall render the bidder non-responsive and hence disqualified.
- As a minimum, the price is to include the following:
 - i) Any transportation costs to and from the Port of Richards Bay premises.
 - ii) Labor costs for facilitating the service provision.
 - iii) And any other item of expense which is necessary for adherence to the requirements of the scope of work.

Table 1: Pricing Table – as per Scope of Wor

Table 2: Pricing Schedule

Item	Item Description	Unit Price per month (Excl. VAT)	Quantity Per month	Total Price per month (Excl. VAT)	Total Price 4 X Months (Excl. VAT)
1	11 x Marshals grade D and above (Per Shift)	R	48	R	R
2	1x Supervisor(s), Grade B and above (Per Shift)	R	4	R	R
3	16 X Radios	R	16	R	R
4	16 X Torches	R	16	R	R
4	1 X Vehicle per site	R	1	R	R
5	1 X Cellphone per site	R	1	R	R
6	10 X Reflective Traffic Cones	R	10	R	R
7	Sub-Total			R	R
8	VAT @15%			R	R
9	Nett-Price			R	R

Compiled by:

Reviewed by:

Signature: _____ Date: 2025.05.13
Bongiwe Gamede – Ops Manager TPT RCB

Signature: _____ Date: 22.05.2024
Nozipho Bhengu – Management Accounts
TPT RCB

TRANSNET PORT TERMINALS RICHARDS BAY

TENDER NUMBER:

PROVISION OF FOUR (4) MONTHS MARSHAL SERVICES CONTRACT FOR TRANSNET SOC OPERATING AS TRANSNET PORT TERMINALS (TPT RCB) RICHARDS BAY, AS AND WHEN REQUIRED (HEREINAFTER REFERRED TO AS "TPT RCB")

TRANSNET



SCOPE OF WORK

PROVISION OF MARSHAL SERVICES CONTRACT FOUR (4) MONTHS FOR TRANSNET SOC LTD TRANSNET PORT TERMINALS RICHARDS BAY (TPT RCB), AS AND WHEN REQUIRED





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Table 1: List of Abbreviations

Abbreviation	Meaning given to the abbreviation
AIA	Authorized Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
QA	Quality Assurance
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEQ	Safety, Health, Environment and Quality
MPT	Multi-Purpose Terminal
TFR	Transnet Freight Rail
PSIRA	Private Security Industry Regulatory Authority
ICASA	Independent Communications Authority of South Africa
DBT	Dry Bulk Terminal
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
TPT	Transnet Port Terminal
KZN	Kwa-Zulu Natal
ECSA	Engineering Council of South Africa
RCB	Richards Bay
PPE	Personal Protective Equipment
OEM	Original Equipment Manufacturer
COF	Certificates of Fitness
TIMS	Transnet Integrated Management System
TNPA	Transnet National Port Authority
TRCB	Transnet Richards Bay (TPT & TNPA)
SOW	Scope of Works
SANS	South African National Standards
COC	Certificate of Compliance

TRANSNET PORT TERMINALS RICHARDS BAY

TENDER NUMBER:

PROVISION OF FOUR (4) MONTHS MARSHAL SERVICES CONTRACT FOR TRANSNET
SOC OPERATING AS TRANSNET PORT TERMINALS (TPT RCB)
RICHARDS BAY, AS AND WHEN REQUIRED (HEREINAFTER REFERRED TO AS "TPT
RCB")

TRANSNET



1. Tender Authorization Signatures

Compiled by:

Signature: _____ **Date:** 2025.08.27

Bongiwe Gamede

Operations Manager, TPT RCB

Recommended by:

Signature: _____ **Date:** 2025.08.27

Mirriam Mthiyane

Senior Operations Manager PRT

Approved/Not Approved by:

Signature: _____ **Date:** 2025.08.27

Mbuso Mkhwanazi

(Acting) Terminal Manager PRT

2. Overview of the work

2.1 Executive overview.

Transnet Port Terminals is a division of Transnet SOC Limited whose core business is to provide cargo handling to a wide spectrum of customers, including shipping lines, freight forwarders and cargo owners. Operations are divided into five major business segments, namely containers, bulk, break bulk, automotive and national port authority.

Transnet Port Terminals is operating under extensive pressure of handling high volumes due to the current economical demand of coal and chrome. This situation demands the business to put in place additional measures to address coordination and improve traffic movement within the terminal. The successful bidder will be working with the security services to manage and coordinate traffic movement within the terminal.

The purpose of this scope of work is to acquire marshal services for, Dry Bulk Terminal (DBT), focusing on traffic congestion on terminal roads and Multi-Purpose Terminal (MPT), focusing on movement of trucks on the stockpile areas. The request is to acquire a contract for a period of four (4) months from a Private Security Industry Regulatory Authority (PSIRA) accredited service provider.

3. Detailed Scope of Work

Transnet Port Terminals (TPT) requires the service provider who will provide traffic controlling services within the Port of Richards Bay (DBT Inbound and MPT Terminals) for a period of four (4) months, as and when required. TPT requires an estimated number of eighty (80) marshals and eight (8) supervisors. Each terminal will be allocated forty (40) marshals and four supervisors. TPT may call for less or a greater number of marshals than the ones stated above, this will be determined by business operational requirements. TPT will give a seven (7) working days' notice to the service provider of the number of marshals that are required for a specific period and how the resource will be deployed.

3.1 Services to be provided.

The service provider is required to provide qualified human resources for the required services. All personnel must have a valid Private Security Industry Regulatory Authority (PSIRA) certificate. The service provider must be able to provide these marshals at a notice of seven (7) working days.

**Table 1:** Resources required Transnet Port Terminal Port of Richards Bay

	Item	Discription	Quantity Required
1	Security Marshals	Grade D or Higher PSIRA Certificate	48
2	Supervisors	Grade B or Higher PSIRA Certificates	4
3	Two Way Radios		16
4	Cellphone- Smart		1
5	Vehicle		1
6	Torches- Preferred Rechargeable LED 15Watts torch with a life span of hours span of minimum of 8 hours.		16
7	Reflective traffic cones		10

3.1.1 The service provider must provide marshals, with Grade D security certificate or higher.

3.1.2 The service provider must provide supervisors, with Grade B security certificate or higher

3.1.3 The service provider's Primary obligations shall include, but not limited to:

- a) **Traffic Management:** Direct traffic entering and exiting the port to designated areas, coordinate with Transnet operations supervisor to ensure orderly queuing of trucks, monitor and manage truck flow during peak times to avoid bottlenecks. Ensure smooth traffic flow to avoid delays on stockpiles (overflow on stockpile, cargo spillage, space availability on stockpiles).
- b) **Communication and monitoring:** Communicate with Transnet operations supervisor, truck drivers, and other stakeholders for smooth operation, report delays, incidents or emergencies to relevant parties during the releasing from staging areas and receiving on stockpile areas. Highlight any operational challenges and recommend improvements, monitor and instruct truck drivers during shifts and reporting truck breakdowns to operations supervisors.
- c) **Safety compliance:** Ensure trucks drivers comply with Richards Bay Port safety rules and environmental regulations.

3.2 Tools and Equipment:

3.2.1 The service provider must provide rechargeable handheld torches for each marshal during night shift.

3.2.2 The service provider must provide a minimum of ten (10) reflective traffic cones to be used when there are breakdowns on the road.



TENDER NUMBER:

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- 3.2.3 The service provider must provide cellphones for supervisors on shift.
- 3.2.4 The service provider must provide communication radio for each marshal on every shift and have a valid license from Independent Communications Authority of South Africa (ICASA).
- 3.2.5 It shall be the service provider's responsibility to ensure that all radios are serviced and maintained according to Independent Communications Authority of South Africa (ICASA).
- 3.2.6 The service provider must ensure that all radios are fully charged at all times during the shift.
- 3.2.7 The service provider must provide high visibility traffic control flags for each marshal on shift.

3.3 Supply of vehicles

- 3.3.1 The service provider must supply one (1) patrol vehicles for movement in the port premises.
- 3.3.2 The service provider must take note that preferred vehicles are bakkies which are high riders due to the road conditions within the port.
- 3.3.3 Use of small vehicles shall be at service provider's own risk and will not be accepted as an excuse in failing to meet service requirement as per the obligation.
- 3.3.4 Should the service provider resort to using small vehicles rather than vehicles specified in 3.3.2, TPT shall not be held liable for any losses and/or breakdowns resulting from poor road conditions.
- 3.3.5 TPT shall not be held liable for any vehicle breakdowns/losses suffered by service provider for the duration of the contract.
- 3.3.6 Any breakdowns/loses/spillages to service provider's vehicles will be at the service provider's cost and not TPT for the duration of the contract.

4. General Conditions

4.1 Operational conditions

- 4.1.1 The service provider must ensure that tools and devices like torches are made available for their teams as and when required.
- 4.1.2 It is the service provider's responsibility to ensure that their staff adhere to shift changes and are available on time for every shift change.
- 4.1.3 The service provider shall be responsible for the movement of their staff to and from areas of deployment or any other service in alignment with the contract scope deliverables.
- 4.1.4 The service provider's staff must have notebooks and pens to note vehicles registration numbers, reporting incidents, documenting events, collecting evidence and reporting emergencies.

4.2 Working hours

- 4.2.1 The service provider's shift pattern must align with the twelve hours per shift working times.
- 4.2.2 The service provider's staff must be put into two shifts, both day and night shifts.
- 4.2.3 The service provider shift roster must be in line with the Basic Conditions of Employment Act (BCEA)



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PROVISION OF FOUR (4) MONTHS MARSHAL SERVICES CONTRACT FOR TRANSNET SOC OPERATING AS TRANSNET PORT TERMINALS (TPT RCB) RICHARDS BAY, AS AND WHEN REQUIRED (HEREINAFTER REFERRED TO AS "TPT RCB")

4.3 Special conditions.

- 4.3.1 The service provider must ensure that they pay their employees as per gazetted PSIRA rate for that fiscal year.
- 4.3.2 The service provider must have at least two months' cash provision to cover all their operational expenses, including payment of salaries, for the duration of the contract to avoid negative impact should there be any delays in the processing of invoices.

5. Safety

5.1 Safety requirements

- 5.1.1 The service provider must comply with the Health and Safety Acts and its regulations.
- 5.1.2 Refer to Occupational Health & Safety Act 85 of 1993 ("OHSA") for guidance.
- 5.1.3 The service provider must have compile safety file in line with Transnet's Integrated Management Systems and submit to the safety department for assessment before commencing with their services.
- 5.1.4 All service providers' staff must be medically fit with valid medical reports confirming that they may commence work on TPT premises and be subjected to annual medical checkups for the duration of the contract.
- 5.1.5 The service provider must adhere to all environmental rules and regulations as explained in detail under management and start up topic.
- 5.1.6 All service provider's staff must always wear full PPE as per below:
 - a) Hard hats.
 - b) Reflective safety vests.
 - c) Safety boots.
 - d) Overalls.
 - e) Rain suits.
 - f) Dust masks.
 - g) Safety goggles.
 - h) Safety gloves.

6. Compliance with Statutory and other requirements

6.1 Compliance.

Service provider shall comply with all legislation, but not limited to the following:

- 6.1.1 Occupational Health & Safety Act 85 of 1993 ("OHSA").
- 6.1.2 International Health Regulation Act 28 of 1974.
- 6.1.3 Hazardous Substances Act 15 of 1973.
- 6.1.4 The Compensation for Occupational Injuries and Disease Act, 1993 (Act No.130 of 1993) ("COIDA");



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- 6.1.5 All material aspects of all applicable legislation, provincial ordinances and local authority by-laws, including all relevant regulations promulgated in terms thereof, which affects the maritime business.
- 6.1.6 The basic conditions of Employment Act No.75 of 1997.
- 6.1.7 Criminal Procedure Act No.51 of 1977
- 6.1.8 National Ports Act No.12 of 2005 and enabling legislation thereto, including the Port Rules.
- 6.1.9 Control of Access to Public Premises and Vehicle Act, No 53 of 1985.
- 6.1.10 Legal Succession to the South African Transport Services Act No.9 of 1989 (but excluding any tariff provided for in such regulations);
- 6.1.11 Any other Transportation laws or directives that govern TPT's Transportation and Handling Services.
- 6.1.12 Merchant Shipping Act no.57 of 1951, the Maritime Security Regulations 2004 read in conjunction with the International Ship and Port Facility Security Code and Maritime Occupational Safety Regulations (1994), as amended.
- 6.1.13 Codes of Good practice embodied in the Broad Based Black Economic Empowerment Act No.53 of 2003:
- 6.1.14 Customs and Excise Act No.91 of 1964:
- 6.1.15 National Road Traffic Act and Regulations Act 93 of 1996 (as amended from time to time);
- 6.1.16 The National Railway Safety Regulator Act No.16 of 2002,
- 6.1.17 The Labour Relations Act No.66 of 1995 and the Regulations thereto.

7. Pricing

7.1 Pricing conditions and schedule.

7.1.1 See attached Pricing Schedule for Pricing conditions and pricing table 1.




8. Site Information

8.1 Site conditions.

The service provider must take note of the following conditions:

- a) Heavy moving vehicles.
- b) 5 °C to 45 °C temperatures.
- c) 100% humidity.
- d) Air pollution – heavy saline and dust laden, vehicle exhaust fumes.
- e) General wind speeds up to sixty (60) kilometers per hour (Km/h).
- f) Storm wind speeds up to one hundred and eighty (180) kilometers per hour (Km/h).

**Table 3 Tools and equipment.**

Equipment	Name discription
	Reflective traffic cone
	Traffic flag
	Handheld rechargeable torch

9. Service Provider Responsibilities & Compliance

Primary obligation of the service provider shall be responsible to the following, but not limited to:

- a) Conduct various types of patrols to ensure cargo and asset protection.
- b) Ability to perform escort duties to safeguard assets, people and property.
- c) Customer service principles are applied to build relationships with internal and external clients.
- d) Security duties are performed in line with customer requirements.
- e) Conflict-handling skills are applied to maintain positive customer relations.
- f) Security equipment is selected and matched with operational requirements.
- g) Security equipment is used according to their operating principles.
- h) The working conditions of security equipment are inspected for use.
- i) Check trucks legacy to enter port offloading zones.
- j) Control buffer areas.
- k) Assist Cargo coordinators/Supervisors to ensure traffic is managed at times
- l) Assist with calling in and releasing trucks to offloading points.
- m) Assist TPT Security personnel with controlling traffic.
- n) Under no circumstances should a Controlled Stamps "OFFLOADED" or tamper with Drivers Delivery Notes or found in possession of controlling stamps and Handheld Terminals or TPT Weighbridge tickets.
- o) Under no circumstances should a contractor partake in offloading or assist in and offloading or loading trucks.
- p) Under no circumstances should a contractor hitchhike a private truck within offloading zones or buffer areas.

10. Service Provider must be registered in the above-mentioned bodies

A valid Certificate of registration with Bargaining Council for the Contract PSIRA Services Industry or related sector.

Have a valid Letter of Good Standing COIDA (Compensation for Injury and Disease Act) or a Valid letter from Department of Labour for "Tender Purpose"

Have general/public liability insurance cover -with an indemnity minimum of R300,000.00 (Three Hundred Thousand Rands) per incident



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The training should include but not be limited to: -

- a) Contact Supervision of employees on site.
- b) Immediate replacement worker must be arranged in the absence of the regular staff who will not be left vacant.
- c) Provide all the necessary skills, resources, tools, equipment and expertise to carry out the work.
- d) Review, familiarize and understand the proposed site including all constraints and environmental factors.
- e) Supply complete method statement of how marshaling service will be conducted.
- f) Review, familiarize and understand the operational requirements of the facilities in the Pendoring Inland Terminal and the constraints and risks that can affect the completion of the work in this scope.
- g) Provide any other reasonable work required to successfully deliver the services on this scope to the Employer on time, on budget and at an acceptable quality

Safety Compliance to: -

Provide all necessary SHEQ compliance documentation as per Transnet Port Terminals SHE specifications, always including the submission and approval of a safety File and SHE officer on site.

Keep handover all documentation including monthly reports reflecting the status of all maintained areas each month.

- a) Be responsible for employees' safety, check for area requirements.
- b) Always be neat and presentable and in full PPE clothing
- c) Comply in all respects with the Labour Law
- d) Be able to apply Basic Conditions of Employment Act 75 of 1997
- e) Comply to Occupational Health and Safety Act 85/1993
- f) Comply to National Environmental Management: Waste Act 59 Of 2008
- g) Comply to National Port Act – the service provider to acquire a Port Permit from TNPA for the duration of the contract period.
- h) Understand and comply on ISPS Code – service provider to Criminal Records check conducted by SAPS for all employees and Management and provide proof to TPT upon Award.

TECHNICAL EVALUATION PROVISION OF MARSHALLS FOR A PERIOD OF FOUR (4) MONTHS AS WHEN REQUIRED CONTRACTUAL BASIS WITH TPT RICHARDS BAY								
EVALUATION CRITERIA		CRITERIA	DESCRIPTION	WEIGHTING (%)	Scoring principal	Specific Weighting	Bidder 1	
							Scoring	Comments
ELIGIBILITY CRITERIA	1	Business Registration as Security Company	1.1 Bidder must be registered with Private Security Regulatory Authority. Bidder to provide a valid PSIRA Certificate of the company registration certification with Private Security Industry Regulatory Authority (PSIRA).	YES/NO	1.1.1 Bidder to provide proof of meeting requirement. If bidder did not provide as per requirement of 1.1, shall be excluded on the Technical Evaluation. Certificates shall be subjected to validation with PSIRA Governing Body.	YES/NO		
	2	Qualifications	2.1 Bidder to submit qualifications in a form of a valid certificates, for Marshals should have 48 x Grade D or Higher.	20 Points	2.1.1 Bidder to provide proof of meeting Certificate for Grade D or Higher for Marshalls. Bidder to provide 48 x valid certificates (certificate must not be expired) as per requirement of 2.1. Bidder shall be awarded 20 Points. If bidder provide less than 48 valid certificates as per requirement of 2.1, bidder shall be awarded 0 Points, if the bidder does not meet minimum required number of marshals X 48, shall be excluded on the Technical Evaluation, Certificates shall be	20		
			2.2 Bidder to submit qualification in a form of a valid certificates, for Supervisors should have 4 x Grade B or Higher.	20 Points	2.2.2 Bidder to provide to proof of meeting 2.2 valid certificates for Grade B or Higher for Supervisors Bidder to provide 4 x valid certificates (certificate must not be expired) as per requirement of 2.2. Bidder shall be awarded 20 Points. If bidder provided less than 8 valid certificates as per requirement of 2.2 if the Bidder provided less than required number shall be awarded 0 Points.	20		
	3	Previous Experience	3.1 Bidder must submit a minimum of three (3) traceable references from their previous clients. The letter must be written in company's Letterhead confirming that they have or are rendering similar services. The traceable reference letters must be within a period of thirty-six (36) months. The client must state and express in writing their level of satisfactory of bidder's service. The letters that be will be accepted by Evaluating Committee must comply to the below requirements: a) Drafted on a client's Letterhead. b) Nature of work conducted by Bidder/Service Provider. c) Period/Duration of the Project must be atleast be three (3) months - Security Service or similar service rendered. d) Company Representative names contact details in a form of an E-mail address or contact number. e) Company Representative Signature. Bidder who has not meet these	30 Points	3.1.1 Bidder provided three (3) traceable references letters meeting the requirement of 3.1, bidder shall be awarded 30 points. 3.1.2 Bidder provided two (2) traceable reference letters meeting requirement of 3.1 bidder shall be awarded 20 Points. 3.1.3 Bidder provided one (1) traceable reference letter meeting requirement of 3.1 bidder shall be awarded 10 Points. 3.1.4 Bidder provided no traceable reference letter meeting requirement of 3.1 bidder shall be awarded 0 Points.	30		
	4	Geographic Location	4.1 Bidder to submit a proof that their office operates and/or Director of the business reside within 50 Km radius from Transnet Port Terminals, Dry Bulk Terminal, Port of Richards Bay. Proof must be in form of a following: - a) Valid Lease Agreement must be signed by all parties or, b) Renting Agreement to the Bidder offices Business Operating space signed by both parties or, c) Municipality Bills and Taxes not older than 3 months or, d) Letter from the local Ward Councilor.	30 Points	4.1.1 Bidder provided proof of a radius within 50km from the Port of Richards Bay meeting requirement of 4.1 bidder shall be awarded 30 Points. 4.1.2 Bidder provided proof of a radius 51km - 60km from the Port of Richards Bay meeting requirement of 4.1 bidder shall be awarded 20 Points. 4.1.3 Bidder provided proof of a radius 61km- 70km or more from the Port of Richards Bay meeting requirement of 4.1 bidder shall be awarded 10 Points. 4.1.4 Bidder provided not provide proof of 4.1 Non- compliance to the above requirements the bidder shall be awarded 0 Points.	30		
		TOTAL RATING		100 Points		100	0	
		Technical Evaluation Qualification Threshold = 70%.						
Compiled By: Sizwe Makhanya Designation: Operations Senior Administrator Port Rail Terminals Date: 2025.08.19 Signature: _____		Reviewed By: Bongilewe Gamede Designation: Operations Manager Port Rail Terminals Date: 2025.08.19 Signature: _____		Approved By: Mirriam Mthiyane Designation: Operations Manager Port Rail Terminals Date: 2025.08.19 Signature: _____				