

Transnet Freight Rail

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No CRAC-JHB 40459

FOR THE SUPPLY, INSTALLATION, COMMISSIONING, CONFIGURATION, INTEGRATION, TRAINING, AND MAINTENANCE OF ALL EQUIPMENT, HARDWARE, SOFTWARE, AND DATABASES FOR THE HANDHELD SCANNERS AT CITY DEEP CONTAINER TERMINAL, KAZERNE, AND KAZCON YARDS FOR A PERIOD OF 12 MONTHS (01 YEAR).

ISSUE DATE:	03 FEBRUARY 2023
CLOSING DATE:	14 FEBRUARY 2023
CLOSING TIME:	10:00 AM
VALIDITY DATE:	02 NOVEMBER 2022 (180 business days after closing date)

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 FREIGHT RAIL, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	CRAC-JHB 40459	ISSUE DATE:	03 FEBRUARY 2023	CLOSING DATE:	14 FEBRUARY 2023	CLOSING TIME:	10H00 AM
DESCRIPTION	FOR THE SUPPLY, INSTALLATION, COMMISSIONING, CONFIGURATION, INTEGRATION, TRAINING, AND MAINTENANCE OF ALL EQUIPMENT, HARDWARE, SOFTWARE, AND DATABASES FOR THE HANDHELD SCANNERS AT CITY DEEP CONTAINER TERMINAL, KAZERNE, AND KAZCON YARDS FOR A PERIOD OF 12 MONTHS (01 YEAR).						
BID RESPONSE DOCUMENTS 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.							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.							
The Transnet e-Tender Submission Portal can be accessed as follows:							
<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	Thandekile Msiza			CONTACT PERSON			
TELEPHONE NUMBER	011 584 0657			TELEPHONE NUMBER			
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	Thandekile.msiza@transnet.net			E-MAIL ADDRESS			
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
<p>1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

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 Communication

2.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to [**Thandekile.msiza@transnet.net Telephone: 011 584 0657**] before **10:00 am on 14 February 2023**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.

2.2 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.

2.3 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.

2.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the name of delegated individual on any matter relating to its RFQ response:

Telephone 011-584-0821

Email: Prudence.Nkabinde@transnet.net

2.5 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

3 Legal Compliance

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

4 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.

5 Changes to Quotations

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

6 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.

7 Disclaimers

7.1 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.

8 Specification/Scope of Work

General Technical Requirements

- 9.1 This specification covers the design, supply, installation, commissioning, configuration, integration, training and maintenance of all equipment, hardware, software, and databases for the Handheld scanners at City Deep Container Terminal, Kazerne, and Kazcon yards for a period of 12 months (1 Year).
- 9.2 The successful bidder will be required to demonstrate their competence to design, supply, install, commission, configure, and integrate, databases for Handheld scanners.
- 9.3 The integrated solution proposed shall have the capability to be monitored and managed simultaneously from the Nerve Centres in Johannesburg, Cape Town, and Empangeni.
- NOTE: The 3 Security Nerve Centres indicated in clause 9.3 above were implemented by TFR to provide planned central control and managed 'installation' of technical security systems nationally and the formation of an 'information hub' to facilitate information analysis that would enable remote management capabilities of incidences and occurrences including the activation of remote response to notified incidents.
- 9.4. "Client", means the TFR, (all either fully, partially, or not at all in capitals).
- 9.5. "Local authority" means and refers to the authority having jurisdiction over the premises involved in this contract. This authority could be Eskom, municipality, government department, registered owner, etc.
- 9.6 "Bidder" (all either fully, partially or not at all in capitals), means and refers to the bidder, who is appointed in

terms of this contract, irrespective of whether the contract is a direct contract with the client or a sub-contract with the Principal Bidder.

- 9.7 "Engineer" means and refers to the person (professional Engineer registered at ECSA) or company (professional consulting engineering company, registered at CESA [formally SAACE]) appointed by the Client to represent the Client from an engineering perspective, should such an appointment be deemed necessary. In the absence of such an appointment, the Client will perform these functions internally by TFR Security and Forensics department.
- 9.9 Bidders are required to check number of pages and drawings before submission of the tender bid pack. Should the respondents find missing, duplication, arithmetic errors, or any other errors, they should notify TFR during the clarification questions period and TFR will attend to concerns raised by bidders within 24 hours.
- 9.10 Failure to fully comply with the requirements may result in disqualification of a bid submission. All as set out in any schedules shall be filled in by the Bidders.
- 9.11 The information supplied is a property of TFR and cannot be used for any other project.
- 9.12 The bidder is expected to provide project timelines to complete the project. The timelines will be reviewed and accepted by TFR once a successful bidder has been appointed. The bidder will be expected to complete this contract within the timelines determined and accepted by TFR.
- 9.13 Should it occur that any part or parts of the specification or drawings should be intelligible to the bidder or that the materials or the articles to be used in the execution of the works are insufficiently described, it is to be clearly understood the CLIENT representative shall be requested in writing to make clear his requirements in writing. The Bidder will be deemed to have carefully examined all the parts of this specification and drawings relevant to this project.
- 9.14 The following International and National standards may have been referenced, as per the individual general and detail tender specification's requirements. Bidders shall ensure compliance with the updated and most recent standards as well as those that are not listed below:
- 9.14.1 South African Bureau of Standards (SABS)
 - 9.14.2 ISO 9001 Quality Management Systems
 - 9.14.3 SANS 10222-3 Electrical Security Installations
 - 9.14.4 American National Standards Institute (ANSI)
 - 9.14.5 Electronic Industry Association (EIA)
 - 9.14.6 Electricity Act (Act No. 41 of 1987) as amended
 - 9.14.7 Occupational Health and Safety Act (Act No 85 of 1993)
 - 9.14.8 The wiring of premises (SANS 10142)
 - 9.14.9 SANS 9000:2005/ISO 9000:2005: Quality management systems
- NOTE:** Where no SANS guidelines exist, the IEC and ANSI standards will be applicable.
- 9.15 The bidder must provide 3 x system commissioning certificates/reference letters with contactable details of clients to proof that the bidder has successfully implemented and commissioned similar projects in the last 36 months. The information provided is subject to verification.
- 9.16 The bidder must be accredited by Private Security Industry Regulatory Authority (PSIRA) to provide the security services required. Only active and valid PSIRA certificates of companies would be accepted.
- 9.17 Bidders are required to provide at the time of tendering the schedules of equipment, hardware, software, and all materials offered (Technical brochures, catalogues, model numbers, etc.) and any other information by which the equipment and materials may be identified. Information provided shall be submitted with the tender to enable the unit concerned to be identified without ambiguity.
- 9.18 All materials, equipment, and software used shall be new and suitable for the environment and service for which it is to be used. This pertains; inter alias, to corrosion protection, Ultraviolet (UV) stability etc.
- 9.19 Equipment supplied must meet or exceed the required technical specifications.

- 9.20 It shall be assumed that the bidder is conversant with the above-mentioned requirements. Should any requirement, by-law or regulation which contradicts the requirements of this specification apply or become applicable during erection of the Installation, such requirement, bylaw, or regulation shall overrule this specification and the bidder shall immediately inform the Client of such a contradiction. Under no circumstances shall the bidder carry out any variations to the Installation in terms of such contradictions without obtaining the written permission to do so from the Client.
- 9.21 To comply with the Occupational Health and Safety (OHS) Act the bidder shall also adhere to the standing instructions applicable to the site as issued from time to time by the Engineer and/or Client.
- 9.22 Noise control, environmental aspects, aesthetics, and staff comfort all to adhere to the OHS Act.
- 9.23 The manufacturer will provide a certified STANDARD 3 year or more warrantee on all electronic equipment and software.
- 9.24 The Bidder must be accredited and certified by the Original Equipment Manufacturer (OEM)/Accredited distributor as expert integrator of solution proposed whether as a direct or indirect bidder. The bidder must provide a letter confirming the bidder's status with the OEM/accredited distributor, advising on memorandum of understanding (MOU) between bidder and OEM)/accredited distributor. In the event where OEM bids for this tender, a certificate of ownership by the OEM must be provided with the bid.
- 9.25 The bidder shall provide evidence of competency in carrying out the installation management, system configuration, system commissioning, and system maintenance. The key resources that a bidder will use for the project shall be required to be competent. Bidders must provide resumes of key resources and their certificates issued by the OEM/accredited distributors of similar installations displaying evidence of training and indicating the level of training. The certificates must have manufacturer/accredited distributor logos and be signed off by the OEM / accredited distributor.
- 9.26 Due to the security nature of this requirements and the critically of this application only proven products shall be considered. Products could be approved only after investigation by all applicable parties. Transnet demands that at least 3 installations must be Operational in accordance with the above requirements for a minimum period of no less than two years before a product will be a proven product.

10. STANDARD TECHNICAL SPECIFICATIONS

- 10.1 The standard technical specifications cover the general technical requirements with regards to material, installation, testing, commissioning, and guarantee of electrical and/or mechanical installations for the CLIENT (TFR). These specifications shall be read in conjunction with the rest of this contract in its entirety.
- 10.2 The conditions and/or specifications in this document shall be regarded as the absolute minimum requirement.
- 10.3 Once the installation has commenced with the appropriate approvals for using any type and make of article or equipment, the same type and make of article or equipment shall be used throughout the project for that specific application unless otherwise specified.
- 10.4 The workmanship under this contract shall be of a high standard and to the satisfaction of the CLIENT.
- 10.5 All materials and equipment supplied and/or installed under this contract shall be new, of high quality (Ideal for 24-hour operation) and the best of their respective kinds and shall comply with the requirements laid down in the latest editions of the relevant SABS and their amendments and with the requirements of this specification.
- 10.6 The bidder is warned to place all orders for material or special articles a week after the purchase order is issued to him by Transnet as he will be held solely responsible for any delay in the delivery of such goods, unless such delay has been declared to the CLIENT in writing, who may unreasonably withhold acceptable of such delay and its resultant effects.

- 10.7 At all times for the duration of the contract, the work shall be carried out under the direct supervision of a qualified, skilled, and competent tradesman and representative of the bidder.

11 TRAINING

- 11.1 In order to successfully deliver the solution TFR envisages extensive training to be undertaken by its employees. This RFP includes training requirements and bidders must demonstrate the proposed training plan to implement the integrated solution.
- 11.2 The bidder shall provide operational, supervision, administrator, First-Line Maintenance, Engineering, and Management training to that number of Client's personnel as specified by the client, but subject to a Maximum of 3 employees of the client, on a train the trainer basis, in the use and operation of the Security Site System and solutions proposed.
- 11.3 Training shall be carried out by experienced personnel of the bidder who are proficient in the English language and have the requisite experience and expertise to provide training in all aspects and areas of the Site Security System with Handheld scanners. System to enable the relevant personnel to properly use and operate the Site Security System with Handheld scanners. and solutions proposed.
- 11.4 The bidder shall provide all relevant documentation required for training of the designated number of employees. In this regard the Bidder warrants that the training will be of such quality and standards as to ensure that the Client's personnel will have skills required to use and operate the system properly.
- 11.5 The level of training will be equal to that of the bidder's personnel with regards to the technology deployed. Training syllabus shall be like the one provided by the OEM.
- 11.6 Pre-requisite user qualifications and experience is to be defined by the solution provider.
- 11.7 Training material must cater for manual and e-learning material with assessment tools, criteria, and results management.
- 11.8 Provide Expert User Training – Expert users will be interacting with the capacity planning system and require extensive training on using the system, and on how to do capacity planning. Training for these users must be role based and each end user's role in the overall process must be demonstrated.
- 11.9 Provide Management training – these users typically require training on management reporting and monitoring. Formal training requirements and frequencies must be specified.
- 11.10 Knowledge and skills transfer to enable TFR to be self-sufficient must be incorporated in the project schedule where the Bidder team and the TFR teams are working side by side to develop the solution.
- 11.11 Training material will be developed by the Bidder as per the TFR School of Rail standards.
- 11.12 The Bidder will be required to provide training on the following:
- 11.12.1 Training on how to interpret the results of the systems capabilities and to use these results in decision-making and data analytics;
 - 11.12.2 Environment setup and support to the TFR IT application support team; and
 - 11.12.3 Software support of the solution to the TFR IT application development team.
- 11.13 The bidders should provide TFR with the following as part of the tender submission:
- 11.13.1 The training methodology and strategy;
 - 11.13.2 The training plan;
 - 11.13.3 The proposed roles and role job requirements for training purposes for the solution;
 - 11.13.4 The minimum skills requirements for each proposed role;
 - 11.13.5 Training durations for each role Pre-requisite qualifications and experience is to be defined by the solution provider; and

- 11.13.6 The numbers of discipline specific personnel are to be determined based on maintaining and updating the module at least once a quarter.
- 11.14 Training shall be adequate to ensure that the groups trained are:
 - 11.14.1 Competent in the operation of system;
 - 11.14.2 Administrators and Supervisors adequately trained to carry out their respective functions as well as on-going training;
 - 11.14.3 Maintenance staff demonstrates a complete understanding of the location and connectivity of the various elements of the security services installation, adequately trained to carry out on-going first-line maintenance;
 - 11.14.4 All Administrators, Supervisors, Engineering and Maintenance staff are fully aware of the location of all equipment installed as part of this Contract within their area of responsibility.

12. GRANT OF LICENSE

- 12.1 The Bidder hereby grants to the client, who hereby accepts, a perpetual, non-exclusive licence (Where applicable) to use the Software for the System and (if applicable) the Client's own existing and new integrated systems.
- 12.2 If applicable the Client shall pay to the bidder the once off licence fees per system. No further licence fees shall be payable by the Client to the bidder for the use of the Software.
- 12.3 Details of the license model shall be provided in the tender response.
- 12.4 Licensing shall permit all operational requirements for a specific system. This shall include but not limited to:
 - 12.4.1. The live (operational) system.
 - 12.4.2. Temporary test installations used for investigating configuration options or new software releases.
 - 12.4.3. Secondary installations required for standby operation.
- 12.5 Updating of license content to make changes to the number of licensed items shall not require a server restart.
- 12.6 It is acceptable to require a restart to allow incorporating additional features to the license
- 12.7 The license content shall be viewable from within the solution Graphical User Interface (GUI)

13 BIDDER'S LIABILITY IN RESPECT OF DEFECTS AND MAINTENANCE

- 13.1 The systems shall be mainly maintenance free allowing for easy replacement of parts at component level only.
- 13.2 The bidder shall provide technical support and shall warrant that technical support during the warranty period is available.
- 13.3 The bidder shall make all adjustments necessary to the correct operation of the plants after the date of first delivery of the installation to the CLIENT.
- 13.4 The Bidder shall make good any defects due to inferior material or workmanship that may arise during this period.
- 13.5 If during this period, the plant is not in working order for any reason for which the bidder can be held responsible or if the plant develops defects, the bidder will be notified, and immediate steps shall be taken by him to remedy the defects or to make any adjustments required at his own cost.
- 13.6 Should such defects occur so frequent as to become objectionable or should the equipment otherwise prove unsatisfactory during the above-mentioned period, the bidder, if called upon by the CLIENT, shall replace at his own expense the whole or such parts thereof as the CLIENT may deem necessary, with apparatus to be specified by the CLIENT.
- 13.7 The bidder shall deliver a proposed maintenance program to the Client, for approval, 5 working days prior to final handover.

- 13.8 The proposed maintenance plan shall include a full back-up service for all the equipment and cabling installed as well as all software installed by the successful bidder under this contract.
- 13.9 During the defects period the bidder shall provide:
- 13.9.1 Monthly inspection and test of the system to verify continued operation of the system in accordance with the performance parameters specified in the Sub-contract.
- 13.9.2 Assessment of system reports to ensure continued performance reliability of the system and associated devices.
- 13.9.3 Record all works carried out during each visit and forward copies of all records to the Client within 7 days of the conduct of the monthly visits.
- 13.10 For Call Outs during Defects Liability Period:
- 13.10.1 The bidder shall attend on site within four (4) hours of notification of a failure of the equipment and associated systems.
- 13.10.2 The call out during the defect liabilities period requirement shall apply on a 24-hour day, 7 day a week basis.
- 13.11 The bidder shall forward details of contact staff, bidders, agents and/or representatives to be used to provide afterhours call out service to the Client, for approval.
- 13.12 The provided details shall indicate staffing levels, roster of after hour's on-call personnel, spare parts holdings, systems experience and qualifications.

14 CONSTRUCTIONAL WORKS

- 14.1 Any damage done to the building/structure by the bidder, or his staff shall be made good by the bidder himself the bidder himself at his own expense.
- 14.2 Except where otherwise stated the painting of plant shall be carried out by the bidder. No face-brick and cutting of structural concrete will be chased without approval of Transnet.
- 14.3 In all cases where the bidder uses facilities provided by others, it is the responsibility of the bidder to ensure that these are provided correctly to match his requirements. If discrepancies are found, these shall be brought to the attention of Transnet immediately and prior to the installation of equipment.
- 14.4 The responsibility of and cost of holes, recessed, chases, ducts, manholes, etc. and the builders work as per the Provisional Bill of Quantities will form part of this contract, the extents which may be re-measured on completion and paid for in terms of the conditions contained herein. Where no builder or main/principal Bidder is concerned, cutting away and making good shall be carried out by and at the expense of the bidder except where otherwise specified.
- 14.5 The Bidder will be held responsible for the sizes and positions of the holes, chases, recesses, ducts, etc. required. Any alterations to these after they have been provided (as specified) by the CLIENT will be for the bidder's account if he is at fault.
- 14.6 Any damage done to the existing computer cabling, building by the Bidder or his staff during installation shall be made good by the Bidder at his own expense.
- 14.7 The Bidder shall ensure that any telecommunications, computer, or other valuable equipment of the CLIENT is sufficiently protected against work or dust by means of temporary covering or sealed-off partitions.
- 14.8 The installation shall be comprehensively commissioned and configured as individual and integrated systems as may be required by the configuration after the works are substantially complete.
- 14.9 All holes, wire ways, trenches, etc. required for this installation and made by the bidder shall be reinstated to the original condition.
- 14.10 The bidder shall provide all necessary dustsheets, covers, etc. and shall exercise all necessary care to prevent marking the surface of joinery, walls, floors, electrical fittings, etc.

- 14.11 All parts of work must always be kept perfectly clean and free from spotting, accumulation, of rubbish, debris and dirt arising from the painting operation.

15 AREAS OF INSTALLATION

- 15.1 The scanners will be implemented at the vehicle entry exit gates at City Deep container terminal, Kazerne and Kazcon Yards.
- 15.2 The installation will be done primarily on the outside.

16 PRICING

- 16.1 Pricing shall be in South African Rands.
- 16.2 The bidder shall clearly detail all pricing for components, cabling, installation, engineering, training, commissioning, setting to work, and a 36-months comprehensive warranty on the BOM.

17 GENERAL ELECTRICAL WORKS

- 17.1 The following shall form part of the bidders' responsibility, unless otherwise specified:
- 17.1.1 Allocation of most suitable supply distribution board
 - 17.1.2 Supply and installation of switchgear and circuit wiring to equipment positions as per SANS 100124
 - 17.1.3 Circuit labelling
 - 17.1.4 Conduit or wire way installation
 - 17.1.5 Labelling of switchgear and update legend cards
 - 17.1.6 Issue Certificate of Compliance for each distribution board – Termination
- 17.2 All circuits shall be wired from fresh unused coils of red, white, blue and black conductors. The colours of conductors shall correspond to the phase from which that circuit is fed. The use of insulation tape for colour coding will not be accepted.
- 17.3 Wiring shall not be drawn into conduit until the conduit installation has been completed, fitted with bushes and all moisture and debris has been removed.
- 17.4 Joints of any kind will not be permitted in wiring.
- 17.5 Suitable cable markers indicating the circuit (Acc Con 10 or P10 on both line and neutral conductors shall mark all conductors).
- 17.6 Circuit wiring shall be taped together by means of PVC insulated tape at intervals not exceeding 1000 mm.
- 17.7 Isolators shall be installed at each point where 231 V AC power is required for controllers, terminals, power supply units, etc. The units shall be of the 16Amp 2 pole type complete with metal enclosure.
- 17.8 Socket outlets shall be installed at each point where 231V AC power is required for computers, printers, sublimation printers, cameras etc.
- 17.9 Dedicated SSO's shall consist of a red shaved pin 16A switch socket outlet complete with red cover plate similar or equal suitable for surface counting.
- 17.10 Normal SSO's shall consist of a 16A-switch socket outlet complete with white cover plate similar or equal suitable for surface mounting.

18 DRAWINGS

- 18.1 Two (2) copies of all workshop drawings as approved and signed by the bidder shall, within six (6) weeks after appointment of the successful Bidder, be submitted to the CLIENT for approval prior to manufacture.
- 18.2 Workshop drawings shall be prepared for wiring diagrams, schematic diagrams, general arrangements and construction details of all distribution boards and mechanical systems. These drawings shall indicate all

electrical and mechanical information as well as the make and type of equipment, dimensions, ratings and other relevant technical information.

- 18.3 The CLIENT's approval of shop drawings shall not relieve the bidder of responsibility for any deviation from the requirements of this contract unless the bidder has informed the CLIENT in writing of such deviation at the time of submission of shop drawings or samples and the CLIENT has given written approval for the specific deviation, nor shall the CLIENT's approval relieve the bidder of responsibility for errors or omissions in the workshop drawings or samples.
- 18.4 One set of paper drawings applicable to this contract will be issued to the bidder for installation purposes. Any further copies required shall be purchased from the CLIENT. The bidder shall at all times during the duration of the contract make available a complete set of up-to-date design and workshop drawings as well as a copy of the contract at no cost for use on site by the CLIENT, architect, engineers and bidders authorised on site.

19 CABLING

- 20.1 Supply, install, connect, and terminate all cabling necessary to complete the installation, audio, data, control, fibre-optic (where applicable), communications cabling and device cabling.
- 20.2 All required cabling shall be supplied as part of this contract.
- 20.3 All terminated cabling shall be neatly tied/loomed to prevent damage to terminations and interference or obstruction of other services.
- 20.4 Strain relief shall be provided for cables connected to rack mounted equipment.
- 20.5 All cables shall have stranded copper conductors and shall be PVC insulated with overall PVC Sheath.
- 20.6 All cabling shall be concealed and installed on metal cable tray, cable duct, and conduits.
- 20.7 Cabling shall be installed with due regard to future removal and replacement of cables.
- 20.8 Due consideration shall be given to voltage drop when calculating cable sizes.
- 20.9 No joint or connections shall be permitted. Adequate loose cable shall be left behind all equipment to facilitate removal for inspection, adjustment, or replacement.
- 20.10 All cables shall be allocated and identified with unique number.
- 20.11 All cables including patch leads shall be clearly labelled. Labels shall be affixed within 250mm of each termination.
- 20.12 Duplication of cabling and equipment identities shall not be allowed.
- 20.13 Install services for each respective section and system and physically separate from other systems to a discipline and coordinated layout plan. Adjacent services shall run approximately parallel. Crossing services shall cross at approximate right angles.
- 20.14 Separation distances shall not be less than 100mm for power cables, 300mm for ELV and Communication cables to parallel power cables, 90 – 100mm for ELV and communications cables to power cables crossed.
- 20.15 It shall be the responsibility of the bidder to design the cabling system network and determine the type of cable required for interconnection of various components, which make up the total system to be installed, to comply with the contract documents.
- 20.16 Installation and cable route shall be to the satisfaction of the Client.
- 20.17 Cables shall be installed in a manner eliminating any possibility of strain on the cable itself or on cable terminations.
- 20.18 Any bending, jagged edges or any other forms of damage or deformation of cable trays or wire ways shall be made good, before cables are installed.
- 20.19 Conduit shall be thoroughly cleaned and have all burrs removed before the drawing in of any cable.
- 20.20 The tray shall be supported at every change in direction of the cable tray route. The minimum radius of any bend of the tray is to suit the minimum bending radius of the largest cable on the tray.
- 20.21 Cable trays shall be firmly secured in position in such a manner to cause as little obstruction to walkways etc., as possible.

- 20.22 Hangers, support and anchors for wire ways and equipment, shall be designed and installed with regard to appearance and convenience as well as for adequate strength and rigidity. Only professional quality fixing material and methods shall be used. Nails and glue are not acceptable.
- 20.23 During the installation of cable should any kinks or abrasions to insulation, braiding, sheathing or armouring occur, the affected cable shall be withdrawn and replaced with new cable.
- 20.24 All cable cores and wires shall be numbered at all termination points with "slip-on" interlocking type cable markers. Split-ferrule types are unacceptable. In the case of multi-core cables each core shall be numbered.
- 20.25 Cables shall be fitted with tags at the following points:
- 20.25.1 On the cable sheath next to the gland at each end;
 - 20.25.2 In cable pits;
 - 20.25.3 At any additional point on the cable sheath (or around the core bunch) where the preceding requirements are not readily traceable from the core terminations.
- 20.26 Generally all cables shall be allocated an identifiable and unique cable number. All cables including patch leads shall be clearly labelled. Labels shall be affixed within 250mm of each termination. Cable identification tags shall be orientated uniformly to read left to right from the logical viewing point horizontally; and from bottom to top viewed from the right where installed vertically.
- Duplication of cabling and equipment identities shall not be allowed
- 20.27 Signs, Markers, Nameplates and Tags shall comply with the following specifications:
- 20.27.1 Fade-resistant;
 - 20.27.2 Corrosion resistant;
 - 20.27.3 Shall have a minimum life expectancy of 10 years;
 - 20.27.4 Shall not be damaged by any commercially available solvent;
 - 20.27.5 Cable tags shall be provided in accordance with SANS.
 - 20.27.6 In order for the officers inside the compound to easily identify equipment locations a 250mm x 200mm sign shall be installed on each field cabinet.
 - 20.27.7 Totally UV-resistant;
 - 20.27.8 The sign face the inside of the compound and be installed on the door of the field cabinet
 - 20.27.9 Precision engraved letters and numbers with uniform margins.
 - 20.27.10 Character sizes shall be a minimum of 50mm high.
 - 20.27.11 All nameplates shall be permanently attached.

21 EARTHING SPECIFICATIONS

- 21.1 The Earthing connection to the Security Equipment shall be no more than a 1 Ω connection. The Earthing shall be done from a single (SPUR Distribution Point) point to each part of the security installation e.g. Equipment/Wiring Closets, Service and Central Equipment Locations etc.
- 21.2 No daisy chaining of the Earthing connection shall be allowed, except as described in the section on high-rise buildings. The reticulation for the earth connection shall be done with no less than 70 mm² Green Isolated Copper Conductor (GICC). The same spur point shall be connected to the Electrical Earth. The connection to the Electrical Earth can be done with Bare Copper Conductor (BCC) with a cross sectional area of no less than 70 mm².
- 21.3 The copper conductors shall be terminated in a lug which shall be bolted to the Earthing bar. The Earthing bar shall not be smaller than 6mm x 50mm x 300mm. No more than 1 conductor per lug and no more than 1 lug per terminal point on the earthing bar will be tolerated. The lugs shall be crimped or CAD welded to the conductor and shall be inspected by the Engineer prior to acceptance. The Security and Electrical Earths shall be run in separate conduits and be separated by no less than 1 m. The Earthing conductors may cross each other and any other electrical cable at a 90° angle.

- 21.4 All Earthing bars, screws, lugs & isolators shall comply with the SANS 0142 Wiring Code, SANS Earthing Specification & all relevant IEC standards.
- 21.5 Any conducting material that has been anodized, e.g., aluminium may not be used as an earth busbar unless special precautions have been taken to ensure that the anodizing material has been removed where the earthing connections are made.
- 21.6 All connections between racks or sub-racks used to transmit audio, video, radio frequency or digital data must be made using co-axial type wiring having the correct matching impedance and must be to the manufacture's specification.

22 LIGHTNING AND SURGE PROTECTION SPECIFICATION

- 22.1 The bidder shall provide and install all the necessary Surge Protection devices, for the protection of the electrical/electronic control equipment, communication, and data lines.
- 22.2 Surge Protection devices shall protect all AC and DC circuits from the effect of lightning induced over voltages, internally generated transients and utility switching transients.
- 22.3 Surge protection will be required on the incoming power supply to the security equipment and shall be done at the single point where the supply enters the building. Lightning protection shall be installed from Live to Earth (L-E), Neutral to Earth (N-E) and from Live to Neutral (L-N) on a single-phase supply. If a 3-phase supply is used lightning protection shall be required on each phase individually (L1-E, L2-E, L3-E & N-E). If the same supply is reticulated to another building additional lightning protection shall be required where it enters the next building. The protection shall be as described above.
- 22.4 The bidder must allow for additional surge suppression and voltage stabilisation equipment if this is required to protect his equipment or to guarantee its correct operation.
- 22.5 Equipment which is connected to signal lines of any type which run for any distance outside a building, shall, if technically possible, be surge protected to survive twenty 8/20 microsecond current impulses with maximum amplitude of 10 kA when applied in common mode between the signal lines connected and earth. Ten of the test pulses shall be applied as positive pulses with respect to earth and the other ten as negative pulses.
- 22.6 In addition, the protected equipment shall be able to survive 20 8/20 microsecond current impulses with maximum amplitude of 2 kA when applied in differential mode. Ten of the test pulses shall be applied with any polarity and the other ten with the polarity reversed.
- 22.7 The test pulses shall be applied at intervals of not less than one minute.
- 22.8 The surge protection equipment may be built into the equipment being protected. If the provided internal protection is inadequate to meet this specification, then additional external protection must be provided.
- 22.9 There shall be an earth bar in the lower corner of each enclosure and shall be sized to accept a 16mm square BCW. The Bare Copper Wire shall be terminated to the nearest earth metal.
- 22.10 AC protection devices can be in the equipment cabinet and must be installed prior to any distribution (i.e., multi-outlets).
- 22.11 Equipment which is connected to signal lines of any type of which the entire length of the run is within the same building and for which the signal cable is longer than 30 m, shall be protected, except that the maximum amplitude for the common mode test shall be 2 kA and the maximum amplitude for the differential mode test shall be 500 A.
- 22.12 Surge protection devices shall be chosen in such a way that the protected circuit shall still function to specification despite the introduction of series and/or shunt impedances by the protecting devices.

23 DELIVERY, RISK AND OWNERSHIP

- 23.1 Ownership in hardware and software shall vest in the Client immediately upon the expiry of the Contract Period, subject to the Client having paid the bidder fully in respect of the Site Security System. Upon this event, the Client shall not be liable for any further payments to the Bidder in terms of this Agreement. For the sake of clarity, no residual amount shall be payable to the Bidder upon the expiry of the contract period.
- 23.2 The Bidder shall during the Contract period remain being the owner of the Hardware.
- 23.3 The Bidder shall be liable for and shall, at its own cost and expense, provide maintenance services and replace, repair and make good any damage howsoever to the Hardware and/or Software (Excluding any theft or damage caused by third parties) during the Contract period in order to ensure that the Site Security System is at all times in good working order and meet the Required Functionality.
- 23.4 The Bidder shall carry all the risks in the Hardware and Software during the Contract Period. The Risk in the Hardware and Software shall only pass to the Client upon the Client becoming the owner of the Hardware.
- 23.5 The Bidder shall ensure that the latest released versions of the Software (if applicable) are supplied and installed in the Systems for the Contract period.
- 23.6 The Bidder acknowledges that the Client is as a material term of this contract, relying on its skills, expertise, and experience in the commissioning of similar systems in order to attain the required functionality. The Bidder shall advise the Client of the appropriateness of the design thereof and with respect to suitable back-up power supply and making recommendations to the client to ensure the minimum disruption due to power surges, and/or power failures, and/or power disruptions and/or lightning, etc.
- 23.7 The Bidder shall install and configure the Software and the Hardware.

24 POST CONTRACT MAINTENANCE AGREEMENT

- 24.1 If the Client requires it, the Bidders shall be able and willing to maintain their installed equipment for a period agreed after completion of the contract. This will be arranged through a maintenance contract, which will be negotiated during the free maintenance period.
- 24.2 Such maintenance contract may be either of the following general types:
- 24.2.1 Extended guarantee maintenance contract. Under this type of maintenance agreement, the Bidder undertakes to maintain the installation in a good working condition for a fixed price which is independent of the number of maintenance visits which he must make. Preventative maintenance visits at agreed intervals are included in the price. (The cost of replacement parts may or may not be included in the fixed price.)
- 24.2.2 Preventative plus breakdown service maintenance. Under this type of maintenance agreement, the Bidder undertakes to do preventative maintenance visits at agreed intervals for a fixed fee. Further callouts will be on breakdown only and are charged at hourly and km rates. The cost of replacement parts is extra.

25 FRUITLESS CONSULTING FEES CLAIMED

- 25.1 Any additional expenditure by the CLIENT due to "malfunction" or "failure to perform" on the part of the bidder will be considered fruitless fees and shall be for the account of the bidder.

26 TESTING AND COMMISSIONING

- 26.1 The bidder shall prepare a detailed testing and commissioning schedule for the full testing and commissioning of the complete system.
- 26.2 The full project schedule shall be available if required two weeks after appointment of the successful bidder, but the testing and commissioning schedule shall be available at least 2 weeks prior to the actual testing and commissioning. The testing and commissioning schedule shall be to the approval of Transnet.

- 26.3 When the Security system is ready for service, commissioning shall take place to check whether the correct quantities of equipment have been delivered and the installation is in accordance with the specifications. Commissioning shall be performed in co-operation with the successful bidder's personnel and representatives of Client.
- 26.4 The bidder shall conduct tests at all stages of the installation of the Hardware and Software.
- 26.5 The bidder shall take all steps necessary to rectify all imperfections that could be revealed during the technical tests.
- 26.6 In addition to the above, the bidder shall have the complete installation tested and the correct operation of the systems demonstrated to the Client.
- 26.7 Where applicable, upon completion of the installation, and within 6 months of the first delivery date, the bidder shall provide and make available a recording voltmeter and power factor meter to record both the voltage and power factor on all phases simultaneously at three locations in the complex over a period of 48 hours. These locations are the 3 x Nerve Centres in Johannesburg, Empangeni, and Cape Town.
- 26.8 The installation shall be comprehensively commissioned and configured as individual and integrated systems as may be required by the configuration after the works are substantially complete.
- 26.9 The Bidder shall provide adequate and competent personnel for commissioning and configuration of every installation and for the full duration of the commissioning process.
- 26.10 The commissioning and configuration shall include interaction between other services and bidders where interdependence of installations is encountered. The commissioning and configuration process shall after all testing has been completed be the final proving ground of the systems and during this procedure the installations shall be subjected to all possible inputs and actions which may be encountered under operational conditions. The Bidder shall prove the full operation, working and compliance of the installation in accordance with the specifications.
- 26.11 Once the bidder has completed the total installation, written notice shall be given to the representative in order that a mutually acceptable date may be arranged for a joint inspection. During the inspection the CLIENT will compile a list of items (if any) requiring further attention. These items shall be identified by checking each clause in the contract (all specifications and drawings) in relation to the offered installation.
- A copy of this list of outstanding items will be provided to the following:
- 26.11.1 Bidder - for action via the main/principal bidder, unless the bidder is directly appointed by the CLIENT, then for action directly by the bidder.
- 26.11.2 Head Office of the CLIENT - for information
- 26.12 The bidder shall then similarly provide written notice that he is ready for an inspection of the remedial work done on the offending items. If the installation is accepted as completed at this stage by both the CLIENT representative, the representative may certify the works as completed. If at this stage there are still outstanding items requiring attention irrespective of whether these items were identified during prior inspections or not, the procedure will continue until the entire installation has been correctly completed to the satisfaction of the CLIENT.
- 26.13 In addition to the above, the bidder shall have the complete installation tested and the correct operation of all plant demonstrated to the technical representatives of the CLIENT, if applicable.
- 26.14 Subsequent to the above testing and approval, the bidder, in the presence of the representative, shall test all circuits with respect to (whichever is applicable) -phase balance, insulation level, polarity, quality of signals, function and performance of signals
- 26.15 First delivery (see conditions of contract) may only be proceeded with after final acceptance and testing have been completed successfully.
- 26.16 Any additional expenditure by the CLIENT due to ill performance or default on the part of the bidder will be considered fruitless fees and shall be for the account of the bidder.

- 26.17 If applicable, the bidder shall assist the CLIENT to apply for and complete all the formalities necessary for obtaining electricity supply. He shall also make himself available for all supply authority inspections in order to complete all the formalities and tests.
- 26.18 With first delivery the bidder shall accept in writing the responsibility for the total installation as installed by him by certifying the correctness of the installation in accordance with and on the certificates of compliance of electrical works.

27. NETWORK COMMUNICATIONS ARCHITECHTURE AND PROTOCOLS

- 27.1 All communication shall be based on the principles of service-oriented architecture, in that the central communication mechanism is a collection of Service-oriented architecture (SOA) compliant services being consumed by the various components of the solution.
- 27.2 Communication must occur through the movement of encrypted data inside this service layer, always through the exploitation of functions hosted in the service layer, thus offering encapsulated, network-friendly data paths without exposing significant attack surfaces.
- 27.3 All data movement that is controlled by the system software shall be encrypted.
- 27.4 All data manipulation occurs inside functions in the service layer.

28. THE TFR ARCHITECTURE STANDARDS ARE CURRENTLY AS FOLLOWS:

- 28.1 Windows 7 desktops and higher.
- 28.3 Bidders must ensure that their proposed solution is compatible with Transnet infrastructure.

29 NETWORK COMMUNICATIONS ARCHITECTURE

- 29.1 The devices will connect via LAN /WAN network architecture and using services wireless Access points, VPN (VPLS, Layer 3 VPN, MVPN, etc.).
- 29.2 The offer must be accompanied by a precise description of IT needs and requirements with the following elements:
- 29.2.1 Minimum level of service expected for applications and network (SLA).
 - 29.2.2 Infrastructure servers (topology, release, performance, storage),
 - 29.2.3 Client application (version, performance, storage).
 - 29.2.4 Networks infrastructure (topology, release, performance.
 - 29.2.5 Connectivity and interface guidelines (VLAN, ports, Simple Mail Transfer Protocol SMTP)
 - 29.2.6 Access guidelines (permissions, rules, and responsibility).

32 CENTRAL DATABASES

- 32.1 The system shall make use of central information store and shall be created on relational database principles.
- 32.4 The data structure shall be transparent to facilitate open data definitions.
- 32.6 The databases shall function independently from each other although inter-facility communication will be supported by the network-based migration.
- 32.7 The system shall use the log files to aid in data recovery in case of main database failure.
- 32.8 The system shall provide for automated, scheduled database backups.
- 32.9 The system shall give early warning of possible database failure by measurement of database performance and diagnosing the state of the database.
- 32.10 The system shall log all transaction data.
- 32.11 The system shall enable capturing and storing of images (photos) on the system.
- 32.12 The system shall be able to retrieve history data.

33 SYSTEM ARCHITECTURE

- 33.1 The architecture shall comply with software industry standards.
- 33.2 Information shall be assimilated from the data source environment through the integration layer.
- 33.3 All data shall be saved in a repository which shall be a relational database.
- 33.4 All other systems shall access the repository for data.
- 33.5 The repository shall implement protection mechanisms to prevent unauthorized data access or data manipulation.
- 33.6 Communication between software programs shall be encapsulated using methods inside an information industry accepted interface technique.
- 33.7 The system shall be capable of monitoring the activity of any connected workstation.
- 33.9 The system shall cater for custom development for future required functions.
- 33.10 The system shall make a provision to escalate situations and notify necessary role players of pre-defined exceptions via SMS and e-mail message platform.
- 33.11 The system shall include a time and attendance component.
- 33.13 The system shall have a built-in monitoring mechanism to ensure that all services are functional and that various activities are performed in case of failures.
- 33.14 The system shall support any number of client workstations.
- 33.15 The system shall be designed and built to allow smooth and easy integrations that will not affect core product functionality and stability.
- 33.16 Workstations shall support multi-monitor operation, allowing an operator to set up one or more monitors for each workstation.
- 33.17 The server shall be fully protected from potential failures or faulty functionality of any single edge device driver.
- 33.18 The system shall be database centric and will make use of a standard, well recognized database engine.
- 33.19 The system shall be flexible enough to support various redundancy schemes according to implementation considerations.
- 33.24 The bidder must include a high-level diagram with the full landscape of the proposed hardware and software including client connections and all items below must be reflected on the diagram.

34 DEBRIEFING AND ANALYSIS

- 34.1 The system shall provide offline debriefing capabilities.
- 34.2 The system shall provide access to all routine and emergency incidents.
- 34.3 The system shall enable managers to view past events according to various parameters and investigate what happened, who did what and when.
- 34.4 The system shall easily zoom in and out of specific flows, display more details regarding actions taken, messages delivered, video playbacks, etc.
- 34.5 The system shall facilitate storage of specific points of interest in event flows for fast access later.

35 REPORTS

- 35.1 Management reports shall be automatically drawn and sent to Managers on daily, weekly, and monthly basis.
- 35.2 Generating reports (for display or print outs) shall be controlled by a privilege system.
- 35.3 At least 24 months of history for all reports shall be stored.
- 35.4 The system shall provide an integrated reporting tool that will enable generating reports, automatically or on-demand.
- 35.5 The reporting tool shall support detailed incident reports which include incident summary, all the tasks that have been associated with the incident, sensor related activities, relevant snapshots, and maps.
- 35.6 The reporting tool shall support flexible definition for periodic reports.
- 35.7 The reporting tool shall support system maintenance reports.

- 35.8 The reporting tool shall support various customizable statistic reports.
- 35.9 The reporting tool shall enable printing and saving in various file formats including Microsoft (MS) Word, Excel, PDF, etc.
- 35.10 The system shall support automated generation and distribution of reports to users according to incident progress and predefined schedule.
- 35.11 The system shall provide the incident analysis report per site that will allow Security Management to make informed security decisions.

36 PRACTICAL COMPLETION

- 36.1 Practical completion will only be granted when:
- 36.1.1 Testing and commissioning of each system has been completed.
 - 36.1.2 Testing of the integration of all sub systems in totality has been satisfactorily demonstrated.
 - 36.1.3 The Client is satisfied that the system is operating in the correct and specified manner.
 - 36.1.4 All systems equipment has been proven to operate faultlessly for a total period of two weeks following the successful commissioning of the complete security systems.
 - 36.1.5 All operators and maintainers have been trained to a satisfactory level of competency.
- 36.2 All information has been supplied to the Client for final approval. This includes all documentation as specified in this contract.
- 36.3 The bidder shall note that after the completion of the contract three sets of all operating, maintenance and training manuals as well as a complete spares list for all the equipment and software installed (together with two local agency telephone numbers where the above can be obtained), shall be handed to the CLIENT.
- 36.4 The bidder shall note that he shall provide with the above documentation a list including all the required contact details and emergency telephone numbers.
- 36.5 The Operator's Manuals must be compiled in such a way and contain enough detail information to enable a suitably qualified Client or technician to control and operate the full installation without any training from the Client. The Operator's Manuals must be a separate set of documents from the Maintenance Manuals.
- 36.7 Irrespective of the above mentioned, the Operator's Manuals must also contain short form instructions to enable trained operators (trained by the bidder) to operate the full installation.
- 36.8 Maintenance Manuals shall incorporate operator's instructions must contain one (1) set of final drawings as mentioned above.
- 36.9 Information of all subsystems, components, etc., of each part of the installation must be supplied, also indicating the position of each component, the manufacturer, the type, the series number, performance data, i.e. full detail to enable any outside party to perform comprehensive maintenance of the total installation.
- 36.10 Routine control tests as well as inspections that must be performed on individual components or parts of the installation must be indicated. The various intervals and periods, at which these tests and inspections must be performed, must also be mentioned.
- 36.11 All of the above shall form part of the as-built documentation.
- 36.12 All the required documentation shall be to the satisfaction of the Client.
- 36.13 As each portion of the work is completed, mark-up (red-line) drawings shall be provided by the bidder showing the exact location measured from fixed points of all cables, cable routes and equipment. Cable routes shall be marked and coordinated on the drawing every 5m.
- 36.14 The bidder shall also provide mark-up schematic diagram for all the equipment he/she installed on site.
- 36.15 The bidder is only required to provide as-built drawings of the relevant sections of the installation that he/she worked on. If there are no existing drawings, provide a schematic diagram of the relevant sections.

- 36.16 The installation is not regarded as complete until all mark-up drawings and schematic diagrams have been received and signed for by the Client.
- 36.17 Cable schedules must be supplied which must amongst other include the following:
- 36.17.1 The number of cables mutually connected between field units and the control unit(s);
 - 36.17.2 Cable sizes, number of conductors in each cable, number of reserve cables, etc.
 - 36.17.3 Cable types, voltage, technical references of the cables;
 - 36.17.4 Schedules containing full details with respect to interconnecting cable schedule, their size, rating, connecting terminal detail and connecting references must be included in the maintenance manuals.
- 36.18 Retention moneys (10% of the total contract value) will be withheld until such items are handed to and approved by the Client

37 HANDHELD SCANNER APPLICATION

- 37.1 Transnet Freight Rail seeks to enhance the security of commodity at the container terminals by decommissioning the current manual access control, management of cargo admission as well as release processes by digitizing same through introduction of the electronic hand-held scanners.
- 37.2 The electronic hand –held scanners will be used to collect data of containers entering and exiting the container terminals.
- 37.3 The intention of the handheld scanners is to accurately capture the information of vehicles and cargo entering and exiting the container terminal. Information below will be captured and stored in a central repository to be used as the basis of investigations as well as container tracking should the need arise:
- 37.3.1 Picture of the container;
 - 37.3.2 Container number;
 - 37.3.3 Driver's license;
 - 37.3.4 Picture of the driver;
 - 37.3.5 Vehicle license;
 - 37.3.6 Picture of the vehicle;
 - 37.3.7 Trailer license;
 - 37.3.8 Picture of the trailer;
 - 37.3.9 Employee and visitor information.

38 TECHNICAL SPECIFICATIONS OF HANDHELDING SCANNING SYSTEM (HARDWARE, SOFTWARE, AND DATABASE)

- 38.1 The information captured will be stored in a central repository as and when it is captured (in real time) for a period of 24 months or more.
- 38.2 Transmission of data to the central repository will be by done by reliable, high speed, adequate network connectivity as indicated on the Network Communications Architecture requirements above.
- 38.3 The digital system proposed shall provide an audit trail that is easy to create and access, resulting in more accurate information about the employees and visitors.
- 38.4 The system shall have the capability to blacklist the vehicles by registration number and /or South African Identity number.
- 38.5 The system shall have the capability to perform discrete security checks by using the watch list (Blacklist and Whitelist).
- 38.6 The solution proposed shall be compliant to Protection of personal information (POPI) compliant.
- 38.7 The system shall have the capability to create visitor profiles that feature the visitor's photo.

- 38.8 The system shall allow employees to register visitors online ahead of time and be notified electronically when a visitor arrives.
- 38.9 The handheld scanners shall be portable and rugged with IP65 rated sealing to protect it against dust and water ingress as well as easy for mobile use.
- 38.10 The proposed handheld scanner shall have a camera with at least 5MP high resolution camera with LED flash and auto-focus function for taking pictures.
- 38.11 The handheld scanner shall be able to scan 1D and 2D barcodes, including ID's and vehicle licence.
- 38.12 The handheld scanner shall have the capability to enrol and scan proximity cards and fingerprints.
- 38.13 The scanner shall have an operation range of at least 10 metres.
- 38.14 The scanner shall have a rechargeable long-lasting battery for operations of at least 8 x hours (3.8V 3800Mah lithium battery).
- 38.15 All equipment supplied must be designed to operate without degradation under the following conditions:
- 38.15.1 Operating in environmental temperatures of -10°C to 50°C with or without airflow.
 - 38.15.2 Withstand relative humidity from 5% - 95%.
 - 38.15.3 Withstand air pollution; such as dust, heavily laden saline and industrial pollutants.
 - 38.15.4 Drop durability of at least 1.5m.
- 38.16 The solution offered must have the accessories below:
- 38.16.1 Micro SD slot;
 - 38.16.2 Micro SIM;
 - 38.16.3 Chargers;
 - 38.16.4 Loudspeaker;
 - 38.16.5 Microphone;
 - 38.16.6 Power adapter;
 - 38.16.7 USB data cable;
 - 38.16.8 Manual.

39 VIRTUAL MANAGEMENT SOFTWARE

- 39.1 The software shall have the capability to configure the devices, location settings, add hosts, cater for multiple authentications, send messages, and view live and past activity.
- 39.2 The software shall provide a capability to setup multiple locations, single or multiple gates, as well as multiple tenants and site under one account.
- 39.3 The software shall have a capability to search container numbers, vehicles and people within certain date and time parameters.
- 39.4 The software shall support national connectivity and have a capability to be managed and monitored from cellular phones, laptops, and personal computers.
- 39.5 The system shall be able to be fully integrated with other systems (New and existing) such as Information Management system, time and attendance, electronic access control systems, etc. as well as their databases
- 39.6 The system software shall be compatible with printers, software, communications and other peripherals, to ensure a comprehensive business solution.
- 39.7 The system shall be customizable to the Client's needs.
- 39.8 The system shall have the capability to read international passports.
- 39.9 The scanner shall have a touch screen option to enable details to be entered manually.
- 39.10 The system shall have a Global Positioning capability (Geotagging pinpoint location).
- 39.11 The scanner shall have up to 32GB micro-SD extension to function in an offline manner.

9 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.

10 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.

11 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. 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.

12 Tax Compliance

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

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

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

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

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to**TIP-OFFS ANONYMOUS:****Ethics Helpdesk** (Pty) LTD.
Ethics Management System™

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

**AI Voice BoT "Jack"**

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

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Speak to an Agent via What's App.

**Speak to an Agent**

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

**Telegram**

Speak to an Agent via Telegram

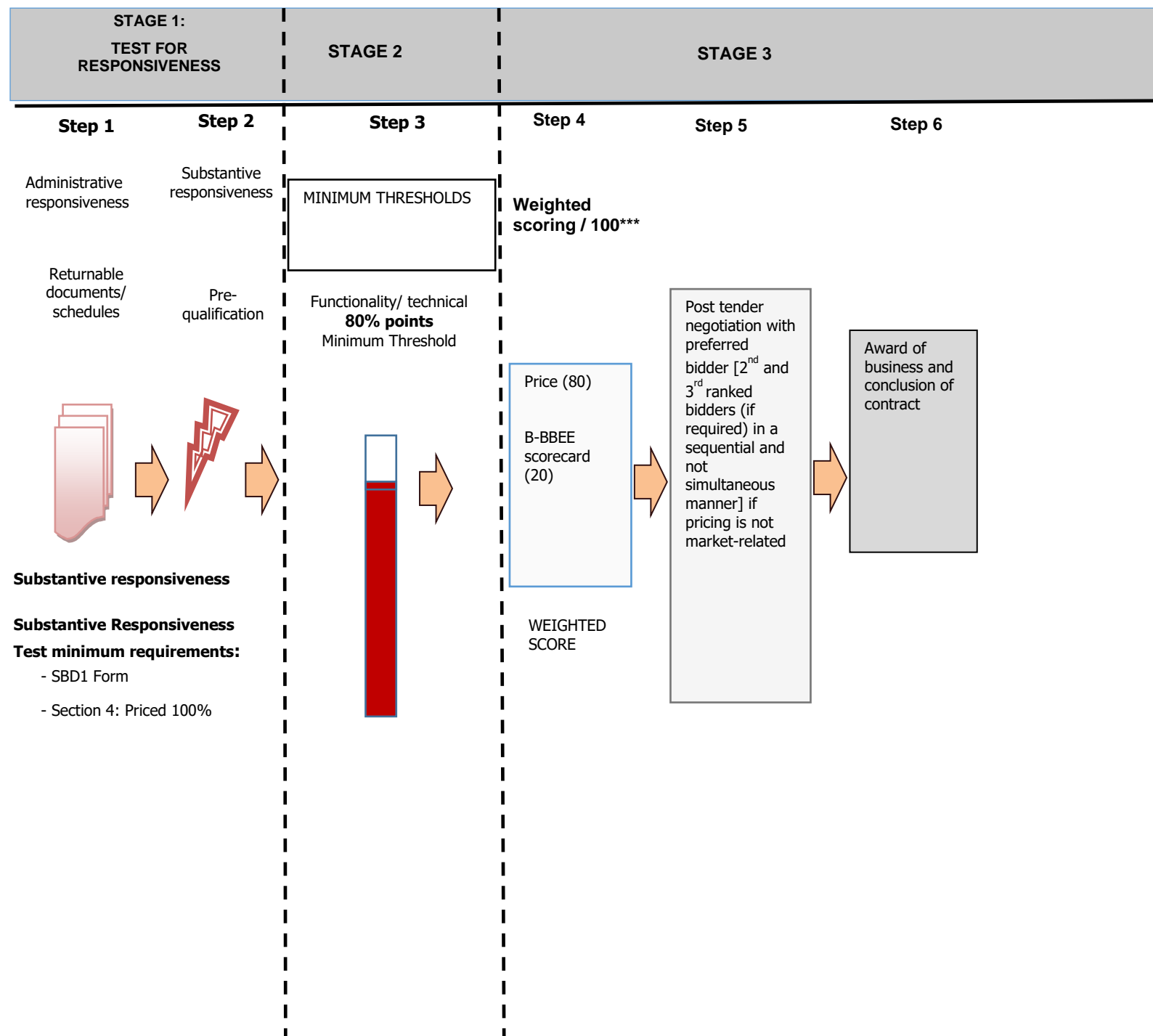
**0800 003 056****086 551 4153****reportit@ethicshelpdesk.com*****120*0785980808#**

SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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



Respondent's Signature

Date & Company Stamp

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"> SBD 1: Form Proof of registration on National Treasury Central Supplier Database. 	<i>All sections</i>
<ul style="list-style-type: none"> Fully completed Quotation Form priced 100% - Fully priced on all items (Failure to fully complete the pricing schedule will lead to disqualification) 	<i>Section 4 - Quotation Form</i>

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 80% points for Technical Criteria

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

Technical Evaluation Criteria	Points Weightings	Scoring guideline (1 to 5)
<ul style="list-style-type: none"> Training Plan <ul style="list-style-type: none"> The training plan must provide a clear and detailed description of the bidding company's approach including but not limited to key aspects (Operation, administration, first-line maintenance) of handheld scanner system hardware and software to that number of TFR personnel as specified on a train the trainer basis. Staff trained must be issued with certificates and 	<p>25%</p> <p>1 = 5% 2 = 10% 3 = 15% 4 = 20% 5 = 25%</p>	<ol style="list-style-type: none"> Bidder did not provide a training plan The training plan provided makes no provision for any of the three key aspects (Operation, administration, first-line maintenance) of the handheld scanner system as requested by TFR The training plan provided makes a provision for one of the three key aspects (Operation, administration, first-line maintenance) of the handheld scanner system as requested by TFR.

Technical Evaluation Criteria	Points Weightings	Scoring guideline (1 to 5)
be able to transfer skills to others.		<p>4. The training plan provided makes a provision for two of the three key aspects (Operation, administration, first-line maintenance) of the handheld scanner system as requested by TFR.</p> <p>5. The training plan provided makes no provision for three of the three key aspects (Operation, administration, first-line maintenance) of the handheld scanner system as requested by TFR.</p>
<p>2. Company's previous similar expertise on the services required</p> <ul style="list-style-type: none"> The bidder shall be well proven in the field, having performed the services like the ones required in the past. Provide 3 or more reference letters with contacts details (Email address and contact numbers), letter head, and logo of previous customers. The references provided are subject to verification. 	<p>50 %</p> <p>1 = 10%</p> <p>2 = 20%</p> <p>3 = 30%</p> <p>4 = 40%</p> <p>5 = 50%</p>	<p>1. The bidder did provide a reference letter that proves relevant traceable projects that were successfully commissioned previously.</p> <p>2. The bidder provided a reference letter to prove successful implementation of 1 traceable project previously. The reference letter must have details (Email address and contact numbers), letter head, and logo of previous customer. The reference provided is subject to verification.</p> <p>3. The bidder provided reference letters to prove successful implementation of 2 traceable projects previously. The reference letters must have details (Email address and contact numbers), letter head, and logo of previous customers. The references provided are subject to verification.</p> <p>4. The bidder provided reference letters to prove successful implementation of 3 traceable projects previously. The reference letters must have details (Email address and contact numbers), letter head, and logo of previous customers. The references provided are subject to verification.</p> <p>5. The bidder provided reference letters to prove successful implementation of more than 3 traceable projects previously. The reference letters must have details (Email address and contact numbers), letter head, and logo of previous customers. The references provided are subject to verification.</p>
<p>3. Time Frame for completion of the project</p> <ul style="list-style-type: none"> The bidder Provide a detailed project Implementation Plan/Method that clearly shows the estimated project completion timelines. 	<p>25%</p> <p>1 = 5%</p> <p>2 = 10%</p> <p>3 = 15%</p> <p>4 = 20%</p> <p>5 = 25%</p>	<p>1. Bidder did not provide a project schedule.</p> <p>2. The timelines on the project plan submitted by the bidder indicate that the bidder is able complete and commission 100% of required project in > 8 months</p> <p>3. The timelines on the project plan submitted by the bidder indicate that the bidder is able complete and commission 100% of required project in > 7 months ≤ 8</p>

Technical Evaluation Criteria	Points Weightings	Scoring guideline (1 to 5)
		<p>months</p> <p>4. The timelines on the project plan submitted by the bidder indicate that the bidder is able complete and commission 100% of required project in > 6 months ≤ 7 months</p> <p>5 The timelines on the project plan submitted by the bidder indicate that the bidder is able complete and commission 100% of required project in > 5 months ≤ 6 months</p>
Total Weighting:	100	
Minimum qualifying score required:	80%	

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 Scoring

a) **Price** [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) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points 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: 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 **02 November 2022 180** [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 1: SBD1 Form	
SECTION 4 : Quotation Form	

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 RFP (Valid B-BBEE certificate or Sworn Affidavit)	
Proof of bidding company accreditation with Private Security Industry Regulatory Authority (PSIRA). Provide a copy of bidding company PSIRA certificate. Only valid and active bidding company PSIRA certificates will be accepted). Certificates of individuals will not be accepted.	
Proof that the bidding company is accredited by the Original Equipment Manufacturer (OEM) to supply and install equipment and software required. Provide a letter signed by the OEM with OEM Letter Head, logo, and contact details.	
<ul style="list-style-type: none"> • Training Plan 25% • Bidding company's previous similar expertise on the services required 50% • Time Frame for completion of the project 25% 	

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]
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	
SECTION 3: Evaluation Methodology, Criteria And Returnable Documents	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	

SECTION 8: Protection of Personal Information	
ANNEXURE B: Standard terms and conditions of contract	

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.

Respondent's Signature

Date & Company Stamp

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 "delivered nominated destination" basis, including VAT:

Item No	Description of Item	Unit	Quantity	Rate / Unit Price	TOTAL PRICE OF ITEM [ZAR]
1	Rugged handheld scanner with features and capabilities as specified	Each	30		
2	Software to manage and monitor the handheld scanners	Lot	1		
3	Training fees	Each	3		

Respondent's Signature_____
Date & Company Stamp

4	Site license fees	Annual	12 months		
5	Software support	Annual	12 months		
6	Central repository equipment with the capability to store captured data for a period of 12 months or more	Each	1		
7	Configuration and setup of Wireless Network communication to needed to link the scanners to the central repository	Lot	1		
8	High spec client workstation	Each	1		
9	1Kva on-line UPS	Each	1		
10	Delivery fee	Lot	1		
11	Setup, configuration, and commissioning, etc.	Lot	1		
TOTAL PRICE, exclusive of VAT:					
VAT 15% (if applicable)					
Total Inclusive of VAT (where applicable)					

ITEMS ON THE PRICE SCHEDULE SHOULD BE 100% PRICED. FAILURE TO DO SO WILL LEAD TO BIDDERS BEING DISQUALIFIED

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.

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

Respondent's Signature_____
Date & Company Stamp

SECTION 7

B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 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; and
 - (b) B-BBEE Status Level of Contribution.
- 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 B-BBEE must not exceed	100

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

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

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

- 4.1 In terms of Transnet SCM Policy on preferential procurement and Procurement Manuals, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non-compliant contributor	0

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

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

.....

ANNEXURE A SWORN AFFIDAVIT

Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on
Its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10, 000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
------------------	--	--

Respondent's Signature

Date & Company Stamp

More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the
Prescribed oath and consider the oath binding on my conscience and on the owners of the
Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- The enterprise is _____% black youth owned;
- The enterprise is _____% black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of **the dti** Codes of Good Practice. **(Tick appropriate box in table below).**

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw		(d) At least 12 days per annum of	

Respondent's Signature

Date & Company Stamp

material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oath

Signature & stamp

SECTION 8**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