

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

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [SERVICES]**FOR THE PROVISION OF SHORT-TERM SERVICES AT TRANSNET FREIGHT RAIL (TFR) WITHIN THE NORTH CORRIDOR AT VARIOUS DEPOTS FOR A PERIOD OF FIVE (5) MONTHS**

RFP NUMBER ERACNL-PRC-45837
ISSUE DATE: 30 MARCH 2024
CLOSING DATE: 9 APRIL 2024
CLOSING TIME: 10:00 AM
BID VALIDITY PERIOD: 180 Business Days from Closing Date (31 OCTOBER 2024)

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.

PLEASE NOTE THAT OTHER PREQUALIFICATION CRITERIA ARE AS FOLLOWS:

- CERTIFIED COPY OF A VALID PSIRA COMPANY REGISTRATION CERTIFICATE AND CIPC CERTIFICATE LISTING THE DIRECTORS OF THE COMPANY (VALID PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA) CERTIFICATE AND ACCREDITATION AS A SECURITY PROVIDER IN LINE TERMS OF SECTION 20 OF THE PRIVATE SECURITY INDUSTRY REGULATION ACT)
 - SPP SHALL SUBMIT A VALID LETTER OF GOOD STANDING FROM PSIRA
 - CERTIFIED COPIES OF VALID PSIRA GRADE CERTIFICATE (MINIMUM GRADE B) FOR ALL COMPANY DIRECTORS, MEMBERS, PARTNERS AND TRUSTEES
 - THE SSP SHALL SUBMIT A LIST OF FIREARMS CURRENTLY OWNED AND THOSE AVAILABLE FOR DEPLOYMENT. THE LIST SHALL CLEARLY INDICATE THE NUMBER OF COMPANY FIREARMS CURRENTLY OWNED AND THOSE AVAILABLE FOR DEPLOYMENT
 - SSP SHALL SUBMIT CRIMINAL CLEARANCE CERTIFICATE/S FOR ALL COMPANY DIRECTORS AND/OR SHAREHOLDERS. THE EXTEND OF THE CLEARANCE SHALL BE IN LINE WITH THE SCHEDULE TABLE OF OFFENCES, OF THE PRIVATE SECURITY INDUSTRY REGULATION ACT, 2001. THE CRIMINAL CERTIFICATE SHALL NOT BE OLDER THAN 12 MONTHS
 - SAPS ISSUED CRIMINAL RECORD CLEARANCE CERTIFICATES FOR ALL COMPANY DIRECTORS NOT OLDER THAN 12 MONTHS AND SSP'S PERSONNEL MUST BE CRIMINALLY VETTED (SOUTH AFRICAN POLICE SERVICE-ISSUED CRIMINAL CLEARANCE CERTIFICATE), SEPARATE FROM THE NORMAL PSIRA PROCESSES. VETTING SHALL BE MAINTAINED THROUGH ANNUAL AND PERIODIC VETTING PROCESSES. THE BIDDING COMPANY SHALL SUBMIT THE SAPS CLEARANCE CERTIFICATES OF AT LEAST FIVE (5) SECURITY OFFICERS EMPLOYED BY THE BIDDING COMPANY. CLEARANCE SHALL BE IN LINE WITH THE SCHEDULE TABLE OF OFFENCES, OF THE PRIVATE SECURITY INDUSTRY REGULATION ACT, 2001.
 - LETTER OF GOOD STANDING FROM SECURITY INDUSTRY PROVIDENT FUND
 - LETTER OF GOOD STANDING FROM SECURITY INDUSTRY MEDICAL AID INSURANCE / FUND
 - CERTIFIED COPY OF FIVE (5) FIREARM LICENSES ISSUED IN TERMS OF SECTION 20(2)(A) OF THE FIREARMS CONTROL ACT OR A CONFIRMATION LETTER ISSUED BY THE SOUTH AFRICAN POLICE SERVICE STATING THE INSTITUTE'S CODE, CONFIRMING AUTHORIZATION TO OPERATE WITH A FIREARM IN THE SECURITY INDUSTRY.
 - THE SSP'S PERSONNEL WHO ARE REQUIRED TO USE FIREARMS SHALL HAVE A SAPS FIREARM COMPETENCY CERTIFICATE. THE BIDDING COMPANY SHALL SUBMIT A MINIMUM OF FIVE (5) SAPS FIREARM COMPETENCY CERTIFICATE FOR SECURITY PERSONNEL USING FIREARMS TO PROVE COMPLIANCE
- LETTER OF GOOD STANDING FROM THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA)

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Respondent's Signature

Date & Company Stamp

**RFP FOR THE PROVISION OF SHORT-TERM SECURITY SERVICES AT TRANSNET FREIGHT RAIL
(TFR) WITHIN THE NORTH CORRIDOR AT VARIOUS DEPOTS****FOR A PERIOD OF FIVE (5) MONTHS****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:	ERACNL-PRC-45837	ISSUE DATE:	30 March 2024	CLOSING DATE:	9 April 2024	CLOSING TIME:	10h00 am
DESCRIPTION	FOR THE PROVISION OF SHORT-TERM SECURITY SERVICES AT TRANSNET FREIGHT RAIL (TFR) WITHIN THE NORTH CORRIDOR AT VARIOUS DEPOTS FOR A PERIOD OF FIVE (5) MONTHS						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Dudu Mkhwebane			CONTACT PERSON	Dudu Mkhwebane		
TELEPHONE NUMBER	012 315 4122			TELEPHONE NUMBER	012 315 4122		
FACSIMILE NUMBER	-			FACSIMILE NUMBER	-		
E-MAIL ADDRESS	bdudu.mkhwebane@transnet.net			E-MAIL ADDRESS	Dudu.mkhwebane@transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		

Respondent's Signature

Date & Company Stamp

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

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE: _____

Respondent's Signature

Date & Company Stamp

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

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

DESCRIPTION	For the provision of short-term security services at Transnet Freight Rail (TFR) within the North Corridor at various depots for a period of five (5) months [the Services]
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> Click on "Tender Opportunities"; Select "Advertised Tenders"; In the "Department" box, select Transnet SOC Ltd. <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>)</p>
COMMUNICATION	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
BRIEFING SESSION	There will be no RFP briefing session
CLOSING DATE	<p>10:00 am on Tuesday 9 April 2024.</p> <p>Bidders must ensure that bids are uploaded timeously onto the system. As a general rule, if a bid is late, it will not be accepted for consideration.</p> <p><i>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.</i></p>
VALIDITY PERIOD	180 Business Days from Closing Date (31 October 2024)

	<p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 11.12</p>
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Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

2 FORMAL BRIEFING

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 6 [*Communication*] below:

3 PROPOSAL SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website/ Portal (transnetetenders.azurewebsites.net) Please use **Google Chrome** to access Transnet link/site);
- 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

4 RFP INSTRUCTIONS

- 4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below

(Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

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

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) as per the B-BBEE Preferential Procurement Regulations, 2022 preference point scoring.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [Nandipa.Letuka@transnet.net] before **12:00 pm on 5 April 2024**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 6.2 After the closing date of the RFP, a Respondent may only communicate with Prudence Nkabinde (DBAC chairperson), at telephone number 011 584 0821, email prudence.nkabinde@transnet.net on any matter relating to its RFP Proposal.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 6.5 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.
- 6.6 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

7 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should

the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

8 COMPLIANCE

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

9 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.

10 DISCLAIMERS

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

- 10.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.6 split the award of the contract 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;
- 10.7 cancel the bid process;
- 10.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 10.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 10.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

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

11 LEGAL REVIEW

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

12 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subService Provider(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.

13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

14 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-Service Providers 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 Systems™

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

				
	AI Voice BoT "Jack" Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.	What's App Speak to an Agent via What's App.	Speak to an Agent Speak to an Agent via the platform with no call or data charge	Telegram Speak to an Agent via Telegram
 0800 003 056	 086 551 4153	 reportit@ethicshelpdesk.com	 *120*0785980808#	

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

The Transnet Freight Rail (TFR) North Corridor handles roughly 41% of total TFR volumes, generates 38% of TFR revenue, and supports critical markets that contribute approximately 3% of South Africa's Gross Domestic Product (GDP). The commodities railed include export coal, chrome, Eskom coal, chemicals, and other high-value mineral commodities. The most prominent line section of the TFR North Corridor is the heavy haul export line between Ermelo and Richards Bay.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its security services in the North Corridor, it also seeks to improve its current processes for providing these Services to its end user community throughout its locations.

The selected Service provider(s) must share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier/Service provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

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

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Service provider's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Service provider(s).
- 2.3 Transnet must receive proactive improvements from the Service provider with respect to provision of Services and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Service provider's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Service provider's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

3.1 GENERAL REQUIREMENTS

3.1.1 The service provider shall:

- a) Provide physical security resources for a period of 05 months. provide all security officers and supervision necessary for the proper, efficient and economic performance of the security service;
 - provide crime prevention vehicles with 02-man crew both armed;

- provide 04-man Task Teams armed with side arms, rifles and shotguns;
- have capability of supply drones, rotar and fixed wing;

NB Provide ad hoc service for 12 days during July 2024 shutdown

- b) ensure that the performance is carried out in such a way that it will enable the Client to secure its assets, infrastructure, employees and all the Client's authorised third parties within the sites, and third party property and information, details of which the Contactor has full knowledge of;
- C) ensure that all its security officers comply fully with the prescribed standards terms and conditions for third parties entering the Client's site, operational, and security procedures and policies. These may be amended from time to time by the Client in its sole discretion, with the details all of which the Service Provider hereby confirms that it is fully and effectively acquainted with;
- 3.1.2 The Service Provider shall provide the Security Service(s) to the Client as outlined in the Work Documents in respect of specific sites referred to in the Individual Agreement(s).
- 3.1.3 The Service Provider shall provide the necessary equipment as specified in an Individual Agreement, or as agreed in writing between the Parties from time to time, which, at all times, shall be clean, in good working order and condition, including but not limited to firearms, torches, handcuffs, batons, radios, pocket books, fall registers and document applicable to the Fire Arms Control Act 60 of 2000, Occurrence Books, pens, t, wrist watches, reflector jackets, safety boots, bullet proof jackets and Personal Protective Equipment (PPE) to enable security officers to perform their duties in terms of this Agreement.
- 3.1.4 All original pages of books, registers or other documents used in the supply of the Security Service(s) shall immediately after they are full become the property of the Client; against a signature recording receipt, for safe keeping and record purpose. The Client reserves the right to provide its own stationary to the Service Provider for such use of its Sites.
- 3.1.5 The Client reserves the right to provide its own stationery to the Service Provider for such use of its Sites. An example of this is the First Information of Crime (FIC) and a proforma as a guide on minimum requirements for investigation reports.
- 3.1.6 The Client shall from time to time in writing require an ad hoc service or additional Security Service(s) from the Service Provider under the same terms and conditions of this Agreement and where applicable in terms of the Individual Agreement(s).
- 3.1.7 The ad hoc service or additional security services required in terms of clause 2,6 shall be provided for a period and within the time agreed upon by the Client and the Service Provider.
- 3.1.8 The Service Provider shall provide additional Security Officers within 4 (four) hours from the time of receipt of a written request for additional Security Services or within such other times as the Parties may agree from time to time.
- 3.1.9 Should operational requirements require amendments to the Security Services, the Controlling Officer may from time-to-time request in writing such amendments to the Security Services as set out in the Work Document, which amendments shall be agreed upon and signed by both Parties.

- 3.1.10 The Service Provider shall render the Security Services in accordance with relevant legislation and in particular in accordance with the provisions of the Private Security Industry Regulation Act (PSIRA), 2001 and Code of Conduct for Security Service Providers (SSPs), 2003 published in the terms of the said Act.
- 3.1.11 In the event of the Controlling Officer not satisfied with the performance of any of the security officers provided by the Service Provider in terms of this Agreement, the Client shall notify the Service Provider in writing to forthwith to remove that security officer and provide an equivalently qualified and trained substitute. The Client shall furnish the reasons for its dissatisfaction to the Service Provider in writing, provided the Parties shall keep these reasons confidential between themselves, unless agreed to the contrary in writing. The security officer so removed and replaced at the Client's request shall therefore not be used for the provision of further Security Services to any other site of the Client.
- 3.1.12 The Client will request truth verification be done in cases where there is reasonable suspicion that the Service Providers security official may be complicit in any incident on the client property. The truth verification request shall be in writing and be preceded by a formal investigation report by the Service Provider and truth verification (polygraph) will be for the Service Provider's cost.

3.2 PROVISION OF SECURITY OFFICERS AND OCCURANCE OF INCIDENTS

- 3.2.1 The security officers provided in terms of this Agreement shall for the duration for this Agreement, be registered with PSIRA.
- 3.2.2 Certified copies of the relevant certificates shall be submitted by the Service Provider to the Client as proof of the security officer's registration with PSIRA and any other relevant authorities, on or before the effective date.
- 3.2.3 The Client requires, as mandatory and material to this Agreement, that the Service Provider provides current non-criminal clearances (automated fingerprint identification) for each security officer to be deployed by the Service Provider to all Client's Site. In this regard the Service Provider shall provide such certification on following basis:
- a) The only acceptable certification will be that which has been issued by an official service provider appointed by South African Police Services (SAPS) for the provision of this service by the SAPS.
 - b) Each certificate is valid for 12 (twelve) months only, where after it must be renewed prior to the expiry date of any such existing certification for a security officer.
 - c) All costs to produce non-criminal clearance certificates shall be borne by the Service Provider.
- 3.2.4 Should the Client so require, the Service Provider shall also provide a current commercial clearance certificate (credit check) to the Client, in respect of the security officers at the specific site or in receipt of a specific security officer. All costs to produce commercial clearance certificates shall be borne by the Service Provider.
- 3.2.5 The Service Provider shall employ and post South African citizens or persons who have permanent residence for the performance of the security service in terms of this Agreement and in accordance with the PSIRA requirements. Security Officers employed by the Service Provider for deployment to the Client's Site are to have concluded a written contract of employment with the Service Provider for

deployment before the Effective date, proof of which must be furnished to the client upon request. Non-compliance with this requirement will entitle the client to have the Security Officer removed from site forthwith and a suitably employed Security Officer replaced with immediate effect.

- 3.2.6 When required to carry firearms by the Client, the Service Provider shall only deploy such security officers required to carry firearms who are competent and licensed to do so in terms of the Firearms Control Act, 2000 (Act no.60 of 2000).
- 3.2.7 The Service Provider is responsible for the cost of the vetting of all its security officers required for duty at National Key Points and must price this Security Service accordingly. The number of security officers required can be found in the Work Document. However, it is the Service Provider's responsibility to have sufficient vetted security officers in reserve to replace other vetted security officers on short notice.
- 3.2.8 The State Security Agency (SSA) may, from time to time, require security officers who are deployed at the South African Ports or a National Key Point to undergo a security screening process. In such cases the Service Provider will cooperate with the Client to provide the necessary information pertaining to the security officers in question, as required by SSA to perform this security screening exercise.
- 3.2.9 The Service Provider is responsible for all its employees to be deployed to the client's Sites in terms of this Agreement to undergo medical examinations which shall without limitation, include an eye examination by a registered optometrist, audiometric testing by a registered audiologist and communicable disease test (e.g., TB), at the outset of the Agreement. This is to be finalised within the first month of the Agreement. The Client may withhold 10% (ten percent) of the monthly contract value for each month that the medical examinations have not been completed for all the Service Providers employees deployed in terms of this Agreement and the medical certificate/reports have not been handed to the Controlling Officer of the Client.
- a) Should the Service Provider fail to complete the medical examinations as stipulated above within the first 2 (two) months of the Agreement, the Service Provider will be considered in breach of this Agreement.
 - b) Between the fourth last month and the second last (penultimate) month of the Agreement, an exit medical examination is to be carried out. The Service Provider is to provide the Client with copies of all records (medical certificates/reports) as well as keeping such records for the prescribed period in law. 20% (twenty percent) of the final month's payment will be withheld until the Service Provider has carried out the exit medical examinations and provided the client with copies of all such records.
 - c) The client reserves the right to monitor this process.
- 3.2.10 The security officers, at the Service Providers cost, shall be required to attend an induction course, applicable awareness training and any other training required in terms of clause 5 (Training of Security Officers) of this Agreement.
- 3.2.11 The security officers shall perform their duties from Mondays to Sundays from 18:00 to 06:00 and/or from 06:00 to 18:00 or at such other times as may be required by the client from time to time in respect of any Depot.

- 3.2.12 The Service Provider shall post the security officers for duty at sites/posts indicated by the Client. These nominated sites/posts may vary from time to time according to the operational requirement of the Client.
- 3.2.13 The Service Provider shall ensure that security officers report for duty at the required time, conduct the relevant inspections and that the security officers remain at their posts for the agreed length of time, remaining vigilant, awake and alert whilst on duty. The Service Provider shall further ensure that all security officials attend an off-duty parade with the relevant inspections or as agreed to by both Parties in the Individual Agreement.
- 3.2.14 The Service Provider shall take adequate steps to test its security officers to ensure that the security officers whom it deploys at the Client's Site's are not under influence of alcohol or a drug having a narcotic or other detrimental effect.
- 3.2.15 For the purpose of clauses 3.2.13 and 3.2.14 and any other relevant clauses, the client shall be entitled to monitor the security officers in terms of clause 3.20 (Monitoring and Testing of Security Officers) of this Agreement.
- 3.2.16 The Service Provider's Supervising Inspector posting the security officers per Site shall make an entry in the relevant Site occurrence book confirming the posting details of each security officer and confirming that the security officers are competent for duty and not under the influence of alcohol or a drug as contemplated in clause 3.3.14 above and thereafter confirm this in writing by inserting this or her name and surname in block letters and then append his or her signature against such entry.
- 3.2.17 The Service Provider shall:
- a) on or before the Effective Date, furnish the Client in writing with the information, as the client may direct, of all its security officers it intends to deploy at the Client's site in terms of this Agreement;
 - b) certify this information as being true and correct and shall, always during the term of the Agreement, be kept up to date by the Service Provider. The Service Provider shall confirm, monthly, the correctness of the information by issuing a certificate in this regard to the Client. This information shall be furnished both manually and in electronic format to the Client; and advise the Client of any changes to the information given to the Client in terms of clause 3.2.17 a) above.
- 3.2.18 In the event of an Incident occurring at any Site where security officers are posted as contemplated in this Agreement, the Service Provider shall be legally liable for any claims or damages incurred because of such Incident.
- 3.2.19 The Service Provider shall be held liable for the loss of or damage to any guard tracking and/or monitoring system as supplied by the Client, where these are in use.
- 3.2.20 Pursuant to clause 3.2.19 above, when such a guard tracking and/or monitoring system is damaged or lost, the Service Provider shall immediately report such damage or loss to the Client in writing.

3.3. SUPERVISION OF SECURITY OFFICERS

- 3.3.1 The Security Service shall be rendered by the security officers under the supervision of competent and qualified Supervising Inspector(s), whose details shall be provided by the Service Provider to the client

on or before the Effective date of this agreement or prior to the provision of the Security Service(s), as the case may be.

- 3.3.2 The supervising Inspector(s) shall be required to carry out proper supervision of the security officers by means of regular visits during their hours of duty, which shall be a minimum of two visits per Deployment Area per Site per shift. The frequency, purpose and outcome of the visits shall be agreed upon between the Service Provider and the client in the Individual Agreement.
- 3.3.3 The Service Provider's Supervising Inspector shall:
- a) record such visits with a red ball-point pen in his or her occurrence book as well as in the pocketbooks of the security officers so visited:
 - b) fully record all the findings made and the steps taken to ensure compliance with the provisions of this Agreement; and
 - c) ensure that his or her occurrence book is available at all relevant times at the site where the security service is provided, for purpose of Inspection by the client.
- 3.3.4 Subject to the requirements of the Client, the Service Provider shall take command of as well as control of the deployment of security officers daily, at the Client's designated sites, to ensure effective and uninterrupted protection of the assets of the client.

3.4 TRAINING OF SECURITY OFFICERS

- 3.4.1 The Service Provider shall on or before the Effective Date provided the client with necessary proof of the qualifications of and the training undergone by all the security officers, before the client shall permit the Service Provider to commerce with the security services and the deployment of its security officers.
- 3.4.2 Acceptance proof of qualification referred to in clause 3.4.1 shall be:
- a) an NQF or equivalent qualification (as specified by PSIRA) or proof of relevant experience;
 - b) PSIRA training certificate for the Grades A, B, C or
 - c) registration with PSIRA;
 - d) where applicable, NKPA registration.
 - e) proof of SASSETA training relating to firearms to be provided to the client upon its specific request; and
 - f) proof that the security officer has undergone ISPS Code training from an accredited or reputable institution, where applicable.
- 3.4.3 The Service Provider shall ensure that tis security officers undergo retraining/refresher training as may be required by applicable legislation and/or after a major incident at such intervals as may be agreed upon between the Service Provider and the client, from time to time.
- 3.4.4 all training and re-training requirements associated with this agreement shall be for the account of the Service Provider and shall be conducted by accredited training institutions.

- 3.4.5 before any security officer commences with his or her duties in terms of this agreement, he or she must attend an induction course, arranged by the client, which is intended to acquaint each security officer with the safety requirements and operational environment at the sites of the client. The Service Provider shall be responsible for the remuneration of its security officers during their attendance of such an induction course.
- 3.4.6 the Service Provider shall, at its own cost, and as often as it is reasonable and necessary, but at least once a year, ensure that training is provided to all its security officers to enable time to have a sufficient understanding of the essence of the applicable legal provisions regarding the regulation of the private security industry and the principles of the code of conduct for security service providers, 2003, as contemplated in regulation 11 (7) of the code.

3.5. REMUNERATION OF SECURITY OFFICERS

- 3.5.1 The Service Provider shall acquaint itself with the provisions of all sectorial determinations made by the Minister of labour for the Private Security Sector and/or statutory enactments which may be in force, affecting conditions of employment of the security officers during the term of the Agreement. The Service Provider shall, when called upon to do so by the Client, produce proof showing that the provisions of such determinations are being complied with.
- 3.5.2 Where any sectoral determination for the Private Security Sector or statutory enactment in operation at the Effective Date ceases to apply before the expiry of this Agreement and is not extended or substituted by another sectoral determination or statutory enactment, the Service Provider shall continue to conform to the conditions of employment laid down in such lapsed sectoral determination or statutory enactment, unless otherwise agreed to by the Client in writing.
- 3.5.3 Where no sectoral determination for the Private Security Sector or statutory enactment exist at the Effective Date of this Agreement, the remuneration to be paid and the other terms and conditions to be provided by the Service Provider to the security officers shall be fair and reasonable, provided that should sectoral determination for the Private Security Sector or statutory enactment come to into operation at any time during the term of the Agreement, the remuneration and conditions of employment stipulated under such sectoral determination for the Private Security Sector or statutory enactment shall apply to this Agreement from the date that such determination or enactment comes into operation.
- 3.5.4 When called upon to do so by the Controlling Officer, the Service Provider shall produce proof that all remuneration due to its security officers has been paid and that all benefits, in accordance with any sectoral determination for the Private Security Sector, have been provided.
- 3.5.5 Where it is found that a Service Provider is paying its security officers less than the prescribed remuneration, the Client shall be entitled to terminate this Agreement with immediate effect and shall further be entitled to claim damages suffered because of such termination. Where it is found that the Service Provider is making unlawful deductions from the security officer/ supervisor, the Client shall be entitled to terminate the Agreement with immediately effect and shall further entitled to claim damages suffered because of such termination.
- 3.5.6 The Service Provider undertakes that

- a) it shall remain solely responsible for payment of all costs of the security officers, including but not limited to remuneration, bonuses, pension, or provident fund contributions, benevolent fund contributions, medical funds contributions and insurance premiums: and
 - b) it shall be responsible for the payment of, inter alia, all applicable taxes, charges, duties or fees assessed or levied in terms of any legislation e.g. Income Tax Act, 1962, the Compensation for Occupational Injuries and Diseases Act, 1993 and the Private Security Industry Regulation Act, 2001, in respect of the security officers or as a result of the security officer being provided by the Service Provider in terms of this Agreement and it shall, on request, furnish sufficient documentary proof to the Client that any of or all these payments have in fact been made
- 3.5.7 On the anniversary of this Agreement the costs of the provision of transport will be reviewed, based on the average petrol price for the year in question, and any proposed adjustment in such costs shall be agreed by the Controlling Officer in writing. This will apply to the fuel portion only and the Service Provider must identify this cost separately.
- 3.5.8 The Contactor acknowledges and agrees that the security officers whom it provides in terms of this Agreement are its own employees and not that of the Client. The Service Provider further acknowledges and agrees that it does not act as a temporary employment service as contemplated in Section 198 of the Labour Relations Act, 1995 (Act No. 66 of 1995).

3.6. IDENTIFICATION REQUIREMENTS

- 3.6.1 The security officers shall at all relevant times comply with the identification requirements of the Client, i.e. full names and surname, identity number, full colour photograph and the Business Unit of the Client where deployed. This includes the stipulations by PSIRA to carry an identification card issued in terms of the Private Security Industry Regulation Act, 2001, including the display of an identity disc (with PSIRA registration number), tag or other device as agreed upon between the Parties.
- 3.6.2 Identification for the purpose of this Agreement shall include but is not limited to:
- a) a standard uniform as agreed upon between the Parties, which shall consist of at least the following:
 - (i) in the case of male security officers:
 - Security wear includes cap/beret, shirt, pants, socks, shoes/ safety boots, belt, whistle, baton, handcuffs, the Service Provider's insignia, and adequate clothing for protection against inclement or cold weather which includes a jersey, warm weather coat and a full-length rain suit, as and when required: and
 - Corporate wear of the Service Provider, if so, required by the Client, must include a blazer, tie, shirt, trousers, jersey, socks, shoes, belt, handcuffs, adequate clothing for protection against inclement weather and the Service Provider's insignia, which must appear on the uniform as specified by the Client.
 - (ii) In the case of female security officers:

- Security wear includes hat/cap/beret, blouse, shirt, or trousers, stockings, shoes, safety, boots whistle, baton, handcuffs, the Service Provider's insignia and adequate clothing for protection against inclement weather or cold weather, which includes jersey, warm weather coat and a full-length rain suit as and when required; and
 - Corporate wear of the Service Provider, if so, required by the Client, must include a blazer, tie. Skirt. Blouse. Jersey. Trousers, stockings, shoes, handcuffs, adequate clothing for protection against inclement weather and the Service Provider's insignia, which must appear on the uniform as specified by the Client;
- b) a reflector jacket with the Service Provider's name on the front and back, which is to be issued to all security officers, unless otherwise specified by the Client; and
- c) bullet-proof vests (SABS approved) whenever security officers are issued with firearms, or if otherwise directed to do so by the Client.

The uniform of the security officers must comply with the requirements in terms of regulation 13 of the Private Security Industry Regulations, 2002.

3.6.3 For the purpose of clause 3.6, an identity disc, tag, or other equipment prescribed by the Client shall at least contain the following information in respect of the Service Provider's security officers:

- a) a recent colour photograph of the relevant security officer;
- b) the name of the security officer on the identification badge must be visible and legible;
- c) the identity number, PSIRA registration number and grade of the security officer;
- d) the name and logo of the Service Provider; and
- e) the name of the Business Unit of the Client, where deployed.

The security officers must, in terms of regulation 9 of the Private Security Industry Regulations, 2002, carry his/her PSIRA ID card.

3.7. PROVISION OF HANDHELD TWO-WAY RADIO SETS

- 3.7.1 The Service Provider shall provide handheld two-way radio sets which shall have an adequate range to ensure, as far as is practically possible, good communications between any two points within an area on the site of the Client where the Security Service is provided.
- 3.7.2 The Service Provider shall provide the Controlling Officer or his delegate on or before the Effective Date with a diagram indicating the local communication network and call signs used by the Service Provider during the term of this Agreement. Any changes to these networks or call signs shall forthwith be brought to the attention of the controlling officer in writing.
- 3.7.3 The handheld two-way radio shall always be in good working condition and any dysfunctional or faulty radios shall be replaced at the Service Provider's costs within 2 (two) hours of the security officer having reported such dysfunction or fault or the Service Provider having discovered the fault or dysfunction.

- 3.7.4 The Service Provider shall at its own cost supply a radio base set, to be installed in the security control room/ Nerve Centre or the Client, as well as diagram of the call signs, which shall enable direct communication between the Service Provider's security officers and the contactor's radio control room.
- 3.7.5 The Service Provider shall take the necessary steps to prevent radio transmissions on or near the Client's premises to cause interference with, or block reception by, radio systems used by the Client or any other division or Business Units of the Client.
- 3.7.6 Under no circumstances shall the Service Provider operate any radio equipment on the Client's premises without obtaining the prior written authority from Transnet Freight Rail's Signal Department, as appropriate, details of which shall be provided to the Service Provider upon request.
- 3.7.7 Should the Service Provider or any of its employees use the radio equipment on the Client's premises without such written authority, the Service Provider shall be liable for any damage or loss suffered by the Client or any third party which is indirectly attributable to the use of such radio equipment.
- 3.7.8 All radio equipment used by the Service Provider in the performance of the Security Services must be licensed in terms of the provisions of the Electronic Communications Act, 2005 (Act No. 36 of 2005).

3.8 PROVISION OF ROAD MOTOR VEHICLES, MOTORCYCLES, AND QUAD-BIKES

- 3.8.1 When required by the Client, the Service Provider shall provide comprehensively insured road worthy and licensed motor vehicle(s), licensed motorcycle(s), and/or licensed quadbikes for roving patrol and security duties and/or prevention of incidents, including but not limited to the theft of cables.
- 3.8.2 The Service Provider shall provide the required number of licensed motor vehicle(s), licensed motorcycle(s), and/or licensed quadbikes with driver(s) on receipt of an official written request from the Controlling Officer. Failure to do so shall entitle the Client to impose a penalty against the Service Provider as stipulated in clause 20 (Penalties) of this Agreement. The Service Provider shall not provide any additional motor vehicle(s), motorcycle(s), and/or quadbike(s) without any written request from the Controlling Officer, failing which the Client shall not be held liable for payment for the unauthorised Security Services rendered.
- 3.8.3 The motor vehicle(s), motorcycle(s), and/or quadbike(s) and driver(s) shall be made available at such times as agreed upon from time to time between the Service Provider and Client.
- 3.8.4 The motor vehicle(s), motorcycle(s), and/or quadbike(s) shall only be driven by the drivers who hold valid unendorsed and appropriate code license and shall always carry their driver's license when driving the motor vehicle(s), motorcycle(s), and/or quadbike(s).
- 3.8.5 The Service Provider shall ensure that the vehicle logbooks are kept with all vehicles and are completed correctly and fully on a per shift basis as proof before claiming any costs from the Client. The Client may at any given time request the Service Provider to provide such logbooks for inspection purposes to the Client. Should such vehicle/motorcycle/quadbike logbooks as requested be found not to be correctly and fully completed (updated), the Client may refuse payment of costs claimed in respect of the motor vehicle(s), motorcycle(s), and/or quadbike(s) in question.
- 3.8.6 LDV's will not be of a lesser capacity than 2.000cc AND WILL BE "high-ride" vehicles with adequate ground clearance to ensure safe driving on service routes unless otherwise agreed with the Controlling Officer in

writing. NB the TFR service roads are not tarred so vehicles should have the necessary ground clearance to travel on uneven and difficult terrain.

- 3.8.7 Maintenance, servicing, and mechanical repairs (hereinafter referred to as "maintenance") of the motor vehicle(s), motorcycle(s), and/or quadbike(s), including all adjustments necessary to keep the motor vehicle(s), motorcycle(s), and/or quadbike(s) in a roadworthy and operational condition shall be provided by the Service Provider at its own cost.
- 3.8.8 Should any motor vehicle(s), motorcycle(s), and/or quadbike(s) provided by the Service Provider break down or be involved in an accident whilst patrolling within the relevant sites in terms of this Agreement, the Service Provider shall, if that motor vehicle(s), motorcycle(s), and/or quadbike(s) cannot be repaired within 2 (two) hours or cannot proceed with its patrolling duties within 2 (two) hours, at its own costs, forthwith provide another motor vehicle(s), motorcycle(s), and/or quadbike(s) to continue with its patrolling duty. Failure to do so within the said time frame shall entitle the Client to impose a penalty against the Service Provider as stipulated in clause 20 (Penalties) of this Agreement.
- 3.8.9 Pursuant to clause 3.8.8 above, the Service Provider shall inform the Client within 2 (two) hours of any of its motor vehicle(s), motorcycle(s), and/or quadbike(s) patrolling in terms of this Agreement which has broken down or has been involved in an accident.
- 3.8.10 Maintenance records for the motor vehicle(s), motorcycle(s), and/or quadbike(s) provided in terms of this Agreement shall be made available to the Client by the Service Provider whenever such request is made by the Client.
- 3.8.11 The Service Provider's logos are to be prominently displayed on both front doors of its motor vehicles.
- 3.8.12 The Service Provider shall rotate its vehicles in a particular geographical area as identified by the Client in order to limit the excess kilometres for a particular vehicle. Failure to rotate the vehicles shall result in excess kilometres for a particular month to be equally divided between the vehicles in question. Where excess kilometres are so equally divided, the Service Provider shall submit an adjusted tax invoice, or a credit note that reflects the newly allocated excess kilometres and any reduction or elimination in excess kilometres per vehicle.

3.9. PROVISION OF FIREARMS (As and when required by the Client)

- 3.9.1 The Service Provider shall always ensure that the security officers are only issued with the types of firearms, i.e., shotguns, revolvers, pistols, as expressly agreed upon in writing between the Parties in respect of any site.
- 3.9.2 Automatic firearms shall not be used at any stage during the execution of this Agreement.
- 3.9.3 The following types of firearms shall be acceptable for use on the Client's site. The purposed use of any other brand of firearm must be approved by the Controlling Officer in writing prior to use thereof:
- a) Shotguns: 12 bore pump action

Atis	Beretta	Browning	CBC
Maverick	Mossberg	Remington	Winchester

b) Revolvers: 38 Special

Astra	Colt	Liana	Ruger
Rossi	Smith & Wesson	Taurus	

c) Pistol: 9mm

Beretta	Browning	Colt	liana
Glock 9mm P	Ruger	Star	CZ75
Taurus 9mm K	Vector	Z88	CZ83
Walther	Smith & Wesson		

- 3.9.4 A certificate of serviceability, which is valid for at least 12 (twelve) months and issued by a qualified gunsmith, shall accompany all firearms. Certificates shall be kept in a safe place on the Service Provider's premises and be made available to the Client when requested thereto by the Client.
- 3.9.5 All firearms used by the Service Provider on the Client's premises shall comply with the following specifications:
- a) Modifications: Firearms shall not be modified in any way.
 - b) Safety catches: Safety devices fitted on firearms shall always be in good working condition.
 - c) Sights: Sights fitted on firearms shall always be in good condition.
 - d) Slings: Shotguns shall always be fitted with proper slings and attachments.
 - e) Triggers: Triggers shall always be in working order.
 - f) Trigger-guards: Trigger-guards shall always be intact.
 - g) Shotguns: (12 bore pump action) For the purpose of this Agreement single shot shotguns are not authorised.
- 3.9.6 The Service Provider shall provide the number of firearms as set out in the Work document. Only firearms licensed in the name of the Service Provider shall be permitted on the Client's sites. Under no circumstances shall firearms belonging to or licensed to another company, person, or security officer, be used for the provision of Security Services in terms of this Agreement.
- 3.9.7 The Service Provider guarantees that it is the licensed and owner of all firearms which it issues to its security officers in terms of this Agreement and shall produce proof of ownership and its licenses prior to the commencement of this Agreement and/or when required to do so by the Client.

- 3.9.8 The Service Provider shall always ensure that the firearms issued to its security officers in terms of this Agreement are in a clean and good working condition as well as properly maintained.
- 3.9.10 The Service Provider shall always comply with the provisions of the Firearms control Act, 2000 and the Regulations issued in terms thereof, and shall put the necessary measures in place to ensure that its security officers comply with the provisions of the said Act and Regulations.
- 3.9.11 All incidents relating to the discharge of firearms by the security officer must be reported to the Controlling Officer immediately and followed by a written report in the prescribed format within 12 (twelve) hours of the occurrence of such incident.

3.10. PROVISION OF CELLPHONES OR GSM DEVICES (WHEN REQUIRED BY THE CLIENT)

- 3.10.1 GSM devices (Global System for Mobile Communication) with a limited dialling facility and cell phones provided by the Service Provider shall be contract phones and not "pay as you go" or "private" cell phones. No cell phone utilised on site shall have a capacity to take photos, unless so specified by the Controlling Officer. Any photographs taken must not, under any circumstances, be distributed without written consent of the Client. The use of cell phones at certain sites is prohibited. The Client shall advise the Service Provider of these sites.

3.11. DUTIES OF THE SERVICE PROVIDER

- 3.11.1 The Service Provider shall exercise the necessary care and diligence in fulfilling its obligations and rendering its Security Services in terms of this Agreement.
- 3.11.2 The Service Provider shall ensure that the security officers provided in terms of this Agreement observe the Client's safety rules and regulations, operating methods, policies, and procedures whilst providing the Security Services under this Agreement.
- 3.11.3 The Service Provider undertakes that it shall, as soon as it practically possible, before the commencement of this Agreement, make all the relevant provisions of this Agreement known to all the security officers provided in terms hereof.
- 3.11.4 The Service Provider shall require its security officers to attend and, if necessary, to testify in court proceedings. The Service Provider shall ensure that its employees are made available to be interviewed in Transnet Freight Rail Board Of Inquiries hearing and/or line investigation as well as in disciplinary and arbitration proceedings should the Client deem it necessary, provided that the Client has notified the Service Provider at least 48 (Forty-eight) hours before the start of the proceedings that the presence and co-operation of the Service Provider's security officer(s) is required by the Client. This requirement will survive termination of the Agreement for pending or outstanding cases existing at that time.
- 3.11.5 Pursuant to clause 3.11.4 above, should a security officer be required to testify during his/her shift, a replacement security officer of the same grade must be provided by the Service Provider. The Client shall be liable for the cost of the replacement security officers.
- 3.11.6 The Service Provider shall ensure that the security officers provided by the Service Provider in terms of this Agreement:

- a) work shifts and/or overtime as and when required by the Client and agreed upon by the Parties from time to time, and in compliance with relevant legislation and/or sectoral determination for the Private Security Sector;
- b) are in a medically fit and mentally sound condition to perform their duties in terms of this Agreement.
- c) are continually trained and retrained as prescribed by this Agreement or relevant legislation during the term of this Agreement.
- d) are subject to the code of conduct as agreed upon between the Parties on or before the effective date. Subject to the agreement of the parties herein, this code of conduct may be amended from time to time; and
- e) comply with all the requirements of any applicable legislation, including the code of conduct for Security Service Providers, 2003 in terms of PSIRA, 2001.

3.11.7 The Service Provider shall ensure that the security officers deployed at the Client's sites in terms of this Agreement:

- a) daily sign on and off duty as required by the Parties in the Site's Occurrence Book and the security officer's pocketbook. The pocketbook must be signed by the Service Provider's Supervising Inspector parading the security officers;
- b) when on duty and where the use of a firearms is required, be in possession of a bullet proof vest, a certified copy of the firearm license and a firearm permit issued in terms of the Firearms Control Act, 2000 and the Firearms Control Regulations, 2004 issued in terms thereof;
- c) when issued with a firearm, comply with the Firearms Control Act, 2000 and the Firearms Control Regulations, 2004 issued in terms thereof;
- d) When on duty, wear the uniform clothing in accordance with the provisions of this Agreement or Individual Agreement, including PPE as agreed upon between the Parties, which shall be provided by the Service Provider at its own costs; and
- e) Are fully aware of the Service Provider's obligations with regards to the provision of Security Services in terms of this Agreement.

3.11.8 The Service Provider shall on or before signature of this Agreement provide the Client with certified copies of its current grievance and disciplinary procedures.

3.11.9 The Service Provider will be required to accept responsibility in writing for the facilities and/or assets at a particular site for which it has been contracted to provide security services in terms of this Agreement. It is therefore incumbent on the Service Provider to survey (inspect) the respective sites for which it has been it has been contracted to provide the Security Services to identify any existing damage ("current damage") prior to accepting responsibility for such a site. This record of Current Damage (two originals) must be signed by the Service Provider and Client. The one signed original should be handed over to the Client's Controlling Officer. The Service Provider shall be liable for any subsequent loss to such facilities or assets.

- 3.11.10 The Service Provider shall before commencement of this Agreement, and throughout the existence of this Agreement obtain and maintain at its own costs, insurances with an insurer approved in writing by the Client insuring itself against any and loss which it may suffer arising out of or connected with the implementation of this Agreement. The Service Provider shall obtain Public Liability Insurance, Security Liability insurance and Third-Party Liability insurance cover for not less than R5 000 000.00 (Five million South Africa Rand) in respect of one Incident or a series of Incidents arising from the same cause and with an annual limit of cover not less than R30 000 000 (Thirty million South African Rand).
- 3.11.11 The Client reserves the right to inspect the Service Provider's insurance policy documents, in relation to its obligations under clause 3.11.10 above and shall exhibit the relevant policies and premium receipts in respect of the insurance to the Controlling Officer, and shall provide copies of such policies and receipts to the Client and in the event of a dispute shall bear the onus to prove that it has done so.
- 3.11.12 Should any single claim by any party exceed the amount of R5 000 000.00 (Five million) covered by the Service Provider's Liability Insurance Policy(s), the Service Provider shall be liable for the difference between the actual amount claimed and the amount insured. Likewise, it is recorded that in the event that the annual limit cover is exceeded the Service Provider shall be liable for any claims above those applicable limits.
- 3.11.13 The said insurance shall not be cancelled or materially changed, without prior written consent from the Controlling Officer.
- 3.11.14 The Service Provider shall always comply with all the terms and conditions of any policy insurance effected in terms of 3.11.12 and that it will not itself act or permit any act or omission that will or may have the effect of voiding or invalidating any policy of insurance or cover thereunder and shall implement the requirements thereof, and in particular (without limiting the generality of the foregoing and notwithstanding anything to the contrary in this Agreement contained), the Service Provider shall:
- a) notify the Client promptly of the happening of an incident or event in terms of this Agreement or any event which may give rise to a claim under any such policy of insurance.
 - b) render to the Client and/or the insurer whatever assistance may be necessary or required in connection with or arising out of any claims; and
 - c) notwithstanding anything contained to the contrary in this Agreement, it is specifically recorded that neither the Service Provider nor the Client shall be precluded from instituting a claim against each other following an occurrence or event whether or not it is covered in terms of the insurance policy referred to in this clause.
- 3.11.15 The Service Provider shall ensure that the security officers:
- a) co-operate with any member of the South African Police Service (SAPS), the South African National Defence Force (SANDF), the National Intelligence Agency (NIA), or any other designated South African Government Security Agency in accordance with the provisions of co-operation Agreements entered between such entities and the Client; and

b) where no such co-operation Agreements exist, the security officer shall allow the member of the security agencies mentioned in 3.11.15a above to enter any site of the Client only when such a member produces valid proof to the satisfaction of the Authorised Officer of such member's official Identification Documentation.

3.12 COMPLIANCE WITH STATUTES

3.12.1 The Service Provider shall comply with all relevant legislation as amended from time to time, including, but not limited to:

- a) the PSIRA, 2001;(56 of 2001)
- b) the Private Security Industry Levies Act, 2002 (Act No.23 of 2002);
- c) the National Key Points Act, 1980;
- d) Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);
- e) the Compensation for Occupational Injuries and Diseases Act, 1993;
- f) provincial ordinances and laws and local authority by-laws including all relevant regulations promulgated in terms thereof;
- g) the Occupational Health and Safety Act, 1993. The Service Provider specifically undertakes to carry out its obligations in accordance with the requirements of and to comply with all requirements of the relevant legislation, including the appointment of officials. This will include monthly minutes of Health and Safety meetings that were conducted or a certification in which the Service Provider confirms that such meetings did take place as per specific sites in question;
- h) any other legislation and regulations and/or in-house specific policies, procedures, NOSA guidelines that govern some of the Client's sites.
- i) any other regulatory obligation such as the Railway Safety Regulator (RSR) Act, 2002 (Act No. 16 of 2002);
- j) the National Ports Act, 2005 (Act No.12 of 2005);
- k) the Firearms Control Act, 2000;(Act 60 of 2000)
- l) Criminal Procedure Act, 1977 (Act No. 51 of 1977);
- m) Control of Access to Public Premises and Vehicles Act, 1985 (Act No. 53 of 1985);
- n) Codes of Good Practice embodied in the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- o) Independent Communications Authority of South Africa Act, 2000 (Act No. 13 of 2000);
- p) Security Officers Act, 1987;
- q) Legal Succession to the South African Transport Services Act, 1989 (Act No. 9 of 1989);
- r) the Income Tax Act, 1962; AND
- s) the Value-added Tax Act, 1991.

- 3.12.2 Compliance with all applicable legislation shall be at the Service Provider's cost.
- 3.12.3 The Service Provider shall be liable for any breach by any one or more of its security officers, employees, servants, permitted agents, and Service Providers (independent or otherwise) of the provisions of this clause 3 and hereby indemnifies and holds the Client harmless against all claims, loss or damage which the Client may suffer arising out of all such breaches.
- 3.12.4 The Service Provider shall ensure that it obtains and retains its PSIRA registration certificate. The Service Provider shall furthermore provide the Client with a copy of any new registration certificate issued to it or its directors or members (as the case may be) within 14 days of the new registration certificate being issued by PSIRA.

3.13 ACCESS CONTROL

- 3.13.1 In respect of Security Services provided on the property (sites) of the Client that has been declared as National Key Points by the Minister of Defence, the Service Provider shall always comply and enforce the provisions of the National Key Points Act, 1980, and its directives as well as the provisions of the Control of Access to Public Premises and Vehicles Act, 1985, and all other applicable legislation.
- 3.13.2 Where the Security Services are provided on the property of the Client that has been declared as a port in terms of the National Ports Act, 2005, the Contract shall always comply with and enforce the provisions of the Port Rules as well as the provisions of the Merchant Shipping (Maritime Security) Regulations, 2004 or any legislation that may replace it.
- 3.13.3 The Service Provider must make sure that no person shall, without the permission of the authorised officer, enter any premises or any vehicle in respect of which a directive has been issued by the Client in terms of subsection (2)(b) of the Control of Access TO Public Premises and Vehicles Act, 1985.
- 3.13.4 For the purpose of the granting of that permission an Authorised Officer may require that the person concerned shall:
- a) furnish his name, address and any other relevant information required by the Authorised Officer;
 - b) produce proof of his identity to the satisfaction of the Authorised Officer;
 - c) declare whether he has a firearm or any potentially dangerous object in his possession, custody or under his control;
 - d) declare what the contents are of any vehicle, suitcase, attaché case, bag, handbag, folder, envelope, parcel, or container of any nature which he has in his possession or custody or under his control, and show those contents to the Authorised Officer;
 - e) subject himself and anything which he has in his possession or custody or under his control to an examination by an electronic or other apparatus to determine the presence of any potentially dangerous object; and
 - f) in the case of premises or a vehicle or a class of premises or vehicles determined by the Minister of Police by notice in the Gazette, be searched by an Authorised Officer.

- 3.13.5 Where an Authorised Officer grants permission in terms of this clause, he may do so subject to conditions regarding the carrying or displaying of proof that the necessary permission has been granted to visit a specific person, office or area, the duration of his presence on or in the premises or vehicle, the escorting of the person concerned while he is on the premises or vehicle, and such other requirements as the Authorised Officer may consider necessary.
- 3.13.6 Subject to the provisions of the Trespass Act, 1959 (Act No.6 of 1959), an Authorised Officer shall at any time remove any person from any premises or vehicle if:
- a) that person enters or upon the premises or vehicle concerned without the permission contemplated in this clause;
 - b) that person refuses or fails to observe a condition contemplated in this clause; or
 - c) the Authorised Officer considers for the safeguarding of the premises or vehicle concerned or the contents thereof or for the protection of the people therein or thereon.
- 3.13.7 The search of a female shall only be carried out by a female security officer in private and should always be done in a courteous and dignified manner.
- 3.13.8 The security officer shall:
- a) co-operate with any member of the South African Police Service (SAPS), the South African National Defence Force (SANDF), the State Security Agency (SSA) or any other designated South African Government Security Agency in accordance with the provisions of co-operation Agreements entered between such entities and the Client; and
 - b) where no such co-operation Agreements exist, the security officer shall allow the member of the security agencies mentioned in 16.8 a above to enter any site of the Client only when such a member produces valid proof to the satisfaction of the Authorised Officer of such member's official Identification Documentation.

3.14 MEETINGS

- 3.14.1 The Service Provider shall assign officers to attend weekly meetings with the Client's Controlling Officer or his delegate at the sites agreed upon between Parties to discuss the matters relating to the provision of the Security Service(s), including but not limited to the performance related matters on the dates agreed to between the Parties from time to time.
- 3.14.2 The members of the Service Provider who attend the weekly meetings must have delegated power to make decisions and sign off deviations which will have financial implications for the Service Provider. The Service Provider shall be bound by such decisions agreed upon with the assigned officer(s) of the Service Provider.
- 3.14.3 A managing member or director of the Service Provider shall be required to attend monthly and quarterly meetings with the Client's Controlling Officer or his delegate on the date to be agreed upon between the Parties, to discuss matters relating to the execution of the Security Services and the administration of the Agreement, including but not limited to the performance by the

Service Provider in terms of this Agreement.

- 3.14.4 The Client shall take and retain the minutes of the meetings, which shall be signed by both Parties and made available to the Service Provider. In recording these minutes, the Client may make use of a recording device.

3.15. REPORTING OF INCIDENTS AND WEEKLY REPORTS

- 3.15.1 All incidents, events, or accidents involving the death of or injury to any person or loss or damage to any of the Clients property, including any criminal offence committed on the premises of the Client, shall forthwith be reported by the Service Provider to the local police station and the Client after each incident, event, or accident has come to the attention of the Service Provider. A detailed written report of all such incidents, events or accidents shall be presented to the Client within 12 (twelve) hours after the incident, event, or accident.
- 3.15.2 A list of names and contact details of the Client's Controlling Officers to whom the said incidents, events, or accidents shall be reported, shall be furnished to the Service Provider on or before the commencement of this Agreement.
- 3.15.3 Salient facts of all incidents, events, or accidents on the Client's premises shall be recorded immediately after the occurrence thereof in the Occurrence Book. Subject to the provisions of clause 2.3 (Provision of security services), Occurrence Books for this purpose shall be made available by the Service Provider at its own cost for the premises and shall remain available for inspection by the Client at any time in a prearranged office or enclosure on the premises.
- 3.15.4 The pages of the Occurrence Book and the security officer's book shall be numbered consecutively by the Service Provider when implemented, and no pages shall be removed by any person for any reason whatsoever.
- 3.15.5 A weekly detailed written report in respect of each site shall be submitted to the Client's Controlling Officer or his delegate during the agreed weekly meetings. The report shall include full details of any incidents, events, or accidents, which occurred during the preceding week; reports as may be requested by the Client, in the duty list; details of routine inspection visits, and any other information relating to the security situation on the site(s).
- 3.15.6 Notwithstanding anything to the contrary in this Agreement, the Client may also, should it deem it necessary, request the Service Provider to submit a detailed written report in respect of any incident.

3.16. TELEPHONES AND HOUSING OF SERVICE PROVIDER'S EMPLOYEES

- 3.16.1 The Client shall, where applicable, make arrangements for the housing of the Service Provider's security officers at offices or suitable structures at all sites. Under no circumstances shall the housing for the Service Provider's security officers be provided or erected on the property of the Client by the Service Provider unless the Clients has expressly requested this and the Controlling Officer's prior to written approval has been obtained. The Service Provider may enter into a lease agreement with the Client for the leasing of accommodation for the security officers for purposes of rendering the security services.
- 3.16.2 Should the Client at any time during the terms of this Agreement make available to the Service Provider any facility to house the Service Provider's security officers, horses, and/or guard dogs, the Service

Provider shall, at its own cost maintain and keep such facility during the term of this Agreement in a clean, tidy, and sanitary condition and shall at the termination of this Agreement for whatsoever reason, reinstate any such facility to the same condition in which it was when it was handed over to the Service Provider, fair wear and tear expected.

3.17 LIABILITY

- 3.17.1 The Service Provider shall always be held strictly liable and accepts responsibility for all damage of whatsoever nature due to any acts or omissions of its security officers, servants, agents, assigns, Service Providers, and sub-Service Providers in the provision of the Security Services provided in terms of this Agreement.
- 3.17.2 The Service Provider shall always be held strictly liable and accepts responsibility for all and any loss or damage to or caused by any road motor vehicles, equipment or other material used by the Service Provider in respect of the Security Service provided in terms of this Agreement.
- 3.17.3 The Service Provider shall always be vicariously and strictly liable for all the acts and/or omissions of security officers irrespective of whether acting in the course and within the scope of their duties and employment with the Service Provider or not. The Service Provider shall also be liable for losses or damages arising out of the behaviour or action of the guard dogs and patrol horses being deployed on the Client's site.
- 3.17.4 The Service Provider irrevocably and unconditionally undertakes to indemnify and keep the Client indemnified and holds the Client harmless against, and, in respect or, all and any loss or damage incurred by the Client as a result of, arising out of or connected with any failure, act or omission or breach of this Agreement by the Service Provider or any of its employees, security officers, employees, servants, agents, assigns, Service Providers, or sub-Service Providers or occurring during or as a result of the provision by the Service Provider of the Security Service. The absolute obligation of the Service Provider to indemnify the Client on a full indemnity basis against all claims shall include but not limited to:
- a) any damage or loss to the Client's property, whether moveable or immovable;
 - b) loss of property belonging to the Client;
 - c) liability in respect of any loss or damage to property, whether movable or immovable, belonging to third parties;
 - d) liability in respect of lost property belonging to third parties;
 - e) liability arising out of any unlawful act committed by the Service Provider or its employees during the process of rendering a Security Service; and
 - f) liability in respect of the death, unlawful arrest, injury, illness, or disease of any person, should the damage, loss, unlawful arrest, death, injury, illness or disease referred to above be attributable to or arise out of the Security Services that are being or have been rendered by the Service Provider in terms of this Agreement.

3.18 ADVERTISING AND TRADING

- 3.18.1 The Service Provider is prohibited from advertising or publishing in any of its promotional documents or brochures the fact that it is a Service Provider to the Client unless the prior written authority of the Client's General Manager responsible for Corporate Communication is obtained. The Client reserves all advertising rights on its own premises.
- 3.18.2 Neither the Service Provider nor any of the security officers provided by it in terms of this Agreement shall during the term of this Agreement be entitled to conduct any business or to offer any article for sale or distribute any article free of charge on premises of the Client.

3.19 INTIMIDATION

- 3.19.1 It is the intention of both Parties that the security officers provided in terms hereof shall, as far as practically possible, not fail to carry out their duties because of any form of intimidation. Should the Service Provider suspect intimidation of its security officers, it shall take prompt action in conjunction with the SAPS to remedy the situation.
- 3.19.2 Such action shall, if deemed necessary by the Client, include immediate replacement of the security officers involved.
- 3.19.3 The Service Provider shall forthwith notify the Client of any form of intimidation to which its security officers may be subjected.

3.20 MONITORING AND TESTING OF SECURITY OFFICERS

- 3.20.1 The Client shall be entitled to monitor the movement or activities of the security officers whilst on duty, either electronically or otherwise, without giving prior notice, written or otherwise, to the security officer or the Service Provider.
- 3.20.2 The Service Provider shall ensure that security officers to be posted on sites agree in writing to the right of the Client to monitor their activities without their knowledge whilst on duty. Such consent shall be made available to the Client before the Security Officer commences his/her duties in terms of this Agreement.
- 3.20.3 The Client shall be entitled to conduct breathalyser tests or any other tests that may be necessary to establish that the security officers comply with the provisions of this Agreement. The Service Provider shall ensure that the security officers are informed of this clause and that the necessary consents are obtained and provided to the Client before any security officer commences his or her duties in terms of this Agreement.

3.21 BREACH

- 3.21.1 In the event of the Service Provider failing to promptly commence performance of any obligation for which it is liable, or failing to carry out such obligation, partially or fully, without delay, the Client shall

be entitled to appoint an alternate Service Provider to perform such obligation. Should the Client exercise the right to do so at any stage, it shall also be entitled to claim and recover all damages and costs incurred thereby (directly or indirectly) from the Service Provider, who hereby undertakes to pay such damages and costs to the Client upon demand.

- 3.21.2 In the event of either Party to this Agreement committing a breach of any provision of this Agreement ("the defaulting Party"), excluding clause 3.21, and the defaulting Party fails to remedy such breach within 48 (forty-eight) hours after having received written notice from the other party ("the aggrieved Party") to remedy such breach, the aggrieved Party shall be entitled to terminate this Agreement, immediately, by notice in writing to the defaulting Party.
- 3.21.3 Without derogating from the provisions of clause 3.21, and in addition thereto, in the event of the Service Provider for any reason committing a breach of the provisions of clause 3.21 of this Agreement and failing to remedy such breach within 12 (twelve) hours after having received written notice from the Client calling upon it to rectify such breach, the Client shall be entitled to terminate this Agreement, immediately, by notice in writing to the Service Provider.
- 3.21.4 Should the Service Provider's PSIRA certificate for any reason whatsoever be suspended, revoked, set aside, by an appropriate authority or competent person, for any reason whatsoever, or should the Service Provider's competence to render the Security Services be terminated, or diminished in a material manner, such suspension, revocation, setting aside, termination, or diminution shall be deemed to be a breach of this Agreement and shall entitle the Client to terminate the Agreement forthwith.
- 3.21.5 Should the Service Provider's firearm license and competency certificate for any reason whatsoever be suspended, revoked, set aside, by an appropriate authority or competent person, for any reason whatsoever, or should the Service Provider's competence to render the Security Services be terminated, or diminished in a material manner, such suspension, revocation, setting aside, termination, or diminution shall be deemed to be a breach of this Agreement and shall entitle the Client to terminate the Agreement forthwith.
- 3.21.6 Should the Service Provider's insurance(s) for any reason whatsoever be suspended, revoked, set aside, or terminated by its insurance service provider for any reason whatsoever, such suspension, revocation, setting aside, termination, or diminution shall be deemed to be a breach of this Agreement and shall entitle the Client to terminate the Agreement forthwith.
- 3.21.7 Should the Service Provider act in conflict with or fail to comply with any statutory provision, regulation, by law, rule or programme or policy or procedure that has a direct bearing on the Security Services, such action or failure shall be deemed to be a breach of this Agreement and shall entitle the Client to terminate the Agreement forthwith.
- 3.21.8 Should the Client incur any losses, including but not limited to theft of the Client's property, theft of the Client's third-party property, fraud, and any other criminal activities that are to the detriment of the Client, at any of the sites where the Service Provider is performing the Security Services, such action or failure shall be deemed to be a breach of this Agreement and shall entitle the Client to terminate the Agreement forthwith.

- 3.21.9 Notwithstanding anything contained to the contrary in this Agreement, the client may terminate this Agreement at any time by giving written notice to the Service Provider of such termination if:
- a) the Service Provider is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory liquidation, provisionally or finally, or resolve to begin business rescue proceedings, or is placed under the supervision and commencing with business rescue proceedings, or takes steps to deregister itself or is deregistered; or
 - b) a final and unappealable judgement against the Service Provider remains unsatisfied for a period of 21 (twenty-one) days or more after it comes to the notice of the board of directors of the Service Provider; or
 - c) the Service Provider makes any arrangements or composition with all or some of its creditors, or ceases or threatens to cease carrying on business; or
 - d) the Service Provider makes any material incorrect or untrue statement or representation to the Client in connection with any information furnished by it in respect of this Agreement, or, without limitation, in the tender documents preceding the conclusion by the Parties of this Agreement, then upon the occurrence of any 1 (one) or more of such events, the Client may without prejudice to any other rights it may have against the Service Provider, elect to immediately terminate this Agreement forthwith by written notice of such termination to the Service Provider.
- 3.21.10 Notwithstanding anything to the contrary contained in this Agreement, and in addition to all of its other rights, the Client shall also be entitled to cancel this Agreement, if any event or series of events occurs (whether or not caused by any reasons whatsoever outside the control of the Service Provider or Client) which, in the reasonable opinion of the Client might have a material or adverse effect on the performance of the Security Service or the operations of Client at any site, whether or not as contemplated in this Agreement.
- 3.21.11 Notwithstanding anything to the contrary contained in this Agreement, and in addition to all of its other rights, the Client shall also be entitled to cancel this Agreement, in whole or part (as it in its sole discretion may determine) in the event that the Service Provider colludes with any other party in respect of any tender submitted to the Client.
- 3.21.12 Notwithstanding anything to the contrary contained in this Agreement, in the event of security officers and/or employees of the Service Provider being in any way involved in theft, bribery, fraud, and/or any other criminal activities or misconduct that are to the detriment of the Client (e.g., theft of the Client's property), either while on duty or off duty, then this shall be immediate breach of this Agreement in which event the Client shall have the rights to terminate this Agreement with immediate effect. Such termination by the Client shall not be a dispute as intended in arbitration. And shall not form the subject of any arbitration.
- 3.21.13 In the event of a strike action being embarked on by the employees of the Service Provider, the Service Provider shall immediately advise the Client of the strike action. The employees of the Service Provider shall not be allowed onto the premises of the Client for any purposes other than the rendering of the Security Services in terms of this contract. The Service Provider shall be responsible for the removal of its employees from the premises of the Client, and the cost thereof, in the event of its (the Service Provider's) employees conducting any activities on the premises of the Client other than the rendering of

the Security Services in terms of this Agreement. The Service Provider shall immediately replace any striking employees with suitably qualified employees so that the operations of the Client are not disrupted in any way. Any additional costs that arise because of the replacement labour shall be for the account of the Service Provider. Failure to comply with this provision shall constitute a material breach and the Client shall be entitled to terminate this Agreement with immediate effect. In the event of the Client incurring any losses or damages because of the strike action, the Service Provider shall be liable for the payment of the losses and/or damages.

3.21.14 Notwithstanding anything stipulated under clause 20 (Penalties) the Client shall reserve the right to terminate this Agreement without notice in the event of a Persistent Minor Breach by the Service Provider.

3.22 TECHNICAL SPECIFICATIONS

3.22.1 BUSINESS REQUIREMENTS

TFR North Corridor is calling for proposals from experienced SSP's with a proven track record for the provision of security services guarding and drone services within the for areas on the network in all 05 provinces.

TFR North Corridor requires a SSP which has the capacity to supply vehicles, firearms, drones and human resources in large quantities.

The proposal SSP must have a track record in stakeholder management in terms of law enforcements and especially in community relations, i.e. managing active communities and tribal authorities along the rail network.

3.22.2 SCOPE OF WORK AND REQUIREMENTS

3.22.2.1 Primary objective and intended outcome of the short-term security services tender

Given the high level of losses associated with theft and vandalism, TFR intends to implement a short-term security contract to reduce theft and vandalism at the areas including but not limited to the ones below.

- Lephalale, Thabazimbi Rustenburg;
- Pyramid South, Welgedagt, Springs, Trichard, Majuba, Thuthuka & Grootvlei;
- Ogies, Ermelo, Piet Retief, Paul Pietersburg, Ulundi, Vryheid, to Empangeni (Coal Line);
- Mainlines; Branch lines;
- Relay Rooms Substations; and
- Shunting Yards /Depots (where there is operations/rolling stock).

3.22.2.2 TFR calls for proposals from experienced Security Service Providers (SSPs) with a proven track record to provide the physical security services within North corridor. SSP shall have at least Five (05) years' experience in the provision of security services.

3.22.2.3 The intention of the required security services includes but is not limited to safeguarding of personnel, escorting technicians, security and protection of assets, and properties in the North corridor. The assets that require to be secured and protected include but is not limited to the ones below.

- **Infrastructure** (rail infrastructure assets such as track [e.g. rails, sleepers, fastenings, ballast, signalling systems, substations, OHTE, Operational yards, OHTE, underground cable, signalling cable, relay rooms, substations, telecommunication systems, bridges, structures, tunnels, warehouses, CTC buildings, Infra depots, telecommunications high sites, fibre-optic cables, concrete enclosures, apparatus cases, track side boxes, points machines, condition monitoring systems, RRVs, rail trolleys, maintenance vehicles, construction vehicles, maintenance and construction equipment, etc.])
- **Rolling stock assets** (e.g. locomotives, wagons, containers [inclusive of reefer containers and associated refrigeration systems], batteries, tarpaulins, etc.)
- **Commodities transported on the North Corridor** (predominantly coal, chrome, ferrochrome, chemicals, timber, etc.)
- **All other assets in the Rail Reserve**
- **Other equipment deployed in the North Corridor**

3.22.2.4 The SSP shall have the capacity to supply vehicles, firearms, drones, and human resources in large quantities.

3.22.2.5 The SSP shall have a proven track record of established relationships with communities and Law Enforcement agencies that they will use to fight crime.

3.22.2.6 The SSPs shall present the security deployment, response, and backup plans if physical security officers are affected by industrial action, held hostage, and other events to ensure service continuity. A quick response backup is crucial to ensure that assets and personnel in the North corridor are not unnecessarily placed at risk without effective contingency plans.

3.22.2.7 The SSPs would be required to attend to security incidents, secure crime scenes, investigate crime breaches within the area of responsibility which includes the integrity (polygraph) tests by a registered service provider, and report the crime to TFR as well as other Law Enforcement Agencies within 12hrs.

3.22.2.8 The SSPs will be responsible for contract management of their personnel and providing TFR with a live view of security deployments at all sites. Dishonesty and inaccurate reporting would be regarded as a severe breach of the contract, which may lead to the termination of the contract.

3.22.2.9 TFR would not be prescriptive in the security solutions proposed by the SPPs but would evaluate the integrated proposed solutions with the intention of appointing a SSP who can demonstrate their understanding of the challenges faced by TFR North Corridor. The SSP shall have the tactical capabilities which includes but is not limited to the ones below.

- Ariel Capability SSP must have capacity to supply drones fit for function;
- Crime Prevention Teams and Task Teams;
- Community Participation;
- Law enforcement agencies;
- Investigations;

- Security Control Room with a Communication System, access to information, data management;
- Portal and Mobile app; and
- Business Continuity and Disaster Recovery plan.

3.22.3 GENERAL REQUIREMENTS

The SSPs shall provide the services including but not limited to the ones below (

- Provision of security services.
 - Provision of security officers and occurrence of incidents.
 - Supervision of security officers.
 - Training of security officers.
 - Remuneration of security officers.
 - Provision of access control functions.
 - Provision of tools of trade.
 - Provision of road motor vehicles, motorcycles, and quad bikes.
 - Provision of firearms (Where required by TFR).
 - Provision of cell phones or GSM devices (Where required by TFR).
 - Provision of static guarding duties.
 - Compliance with statutes.
 - Management and control of resources.
 - Reporting of incidents.
 - Provision of housing and resources for the employees.
 - Monitoring and Management of performance.
 - Provision of ad hoc security services.
 - Provision of personnel
-
- All security personnel must be registered with the Private Security Industry Regulatory Authority (PSIRA) and maintain a valid accreditation with PSIRA.
 - The bidding company must PSIRA accredited to provide security services.
 - Selected security personnel must be willing to sign indemnity forms for deployment at high risk areas .
 - Personnel must be criminally vetted, separate from the normal PSIRA processes, and the vetting must be maintained through periodic vetting processes.
 - Security companies must have a 24-hour operations capability.
 - The SSP must have a 24/7 Control Room with sufficient ability to communicate with all their deployed guards and vehicles.
 - The service provider will conduct Risk Assessments to ensure integrity of security personnel on a continual basis.
 - Contingency plan to cover strikes within the security industry and by its employees.
 - The bidding company must have the tools trade required for the north corridor depots/sites available within its organization from the date of submission of the tender.

- Successful bidder must ensure that the equipment and/or installations have all required environmental approvals (i.e., authorisations, permits, and licences) before commencing on site.
- The proposed installations must be managed in accordance with section 28 of the National Environmental Management Act, 1998, as amended and related provisions in other applicable legislations.
- Emergency Incidents (during installations, maintenance, and operations) must be reported in accordance with section 30 of the National Environmental Management Act, 1998, as amended and related provisions in other applicable legislations.
- The bidding company must have at least 2 years' experience in the security field.

3.22.4 SCHEDULE OF REQUIREMENTS (Attached) - Annexure B & C1-C5

3.22.5 FUNCTIONAL REQUIREMENTS

- Services will be required on a Twenty-Four (24) Hours a Day / Seven (7) Days a Week basis.
- The service provider must have personnel in all areas of responsibility.
- Resources and tools (offices, vehicles, etc.) should be available in all areas of responsibility.
- The service provider must have working relationships with the Law enforcement agencies, as well as the Prosecuting authorities, or establish such relations.
- Submission of monthly reports on performance.
- Weekly & Monthly meetings at all levels'
- Monthly reports
- Management response to incidents and emergencies

3.22.6 PERFORMANCE REQUIREMENTS

The SSP shall perform the services in a manner most suited to the project's requirements and, where appropriate, in accordance with the reasonable instructions as may from time to time be issued by TFR in writing and agreed to by the SSP.

- 3.22.6.1 The SSP shall take all measures necessary to comply with all laws and regulations in force from time to time in any place where the Service is to be wholly or partially performed.
- 3.22.6.2 The SSP shall render the services in accordance with the prevailing professional standards.
- 3.22.6.3 The SSP will not engage in any duties or roles before consultation with TFR; and TFR will serve the subsequent written confirmation is served by TFR.
- 3.22.6.4 Services will be required on a Twenty-Four (24) Hours a Day / Seven (7) Days a Week / Three Hundred and Sixty-Five (365) Days a Year basis.
- 3.22.6.5 Performance management forms an integral part of static security contracts. A performance management tool will form part of all the security services.
- 3.22.6.5 The performance will be measured on the number of incidents at each site.

- 3.22.6.7 Poor performance and negligence that lead to incidents will be penalised. The penalty will focus on replacement costs of the stolen material or asset(s). Ongoing non-performance and incidents may result in the termination of the contract.
- 3.22.6.8 The bidder shall report all security related incidents to TFR within One (1) hour after the discovery of the incidents. The non-reporting of all incidents to TFR will lead to a breach of trust and a breach of contract which could result in immediate contract termination.
- 3.22.6.9 The SPPS will be expected to reduce crime incidents such as motor vehicle theft, laptop theft, Personal computer theft, intellectual property theft, etc.), and this will be performance managed on a month-to-month basis. Processes will be activated at the discretion of TFR.
- 3.22.6.9 TFR has a right to terminate the service contract if the SSP fails to perform according to the required deliverables. Suppose the SSP fails to rectify and improve the performance in a period of 7 days. The relevant cancellation processes will be activated, as advised by the Master agreement and/or Service Level agreement (SLA).

Provision of Personnel (Where applicable)

- The SSP shall provide the services of suitably qualified persons to the extent that their services are necessary for the performance by the SSP of the services. The qualification and experience of the qualified persons shall be appropriate and adequate for the purpose of rendering the services.
- Such qualified persons shall not be removed from the project and the rendering of the services, without the prior written consent of TFR, which consent shall not be unreasonably withheld.
- Whenever, for any reason such persons are unavailable for the performance of the services, the SSP shall as soon as reasonably practically substitute suitably qualified replacements acceptable to the TFR, without any additional cost to TFR.
- The TFR shall have the right to require of the SSP, by notice in writing, to immediately remove any person whose continued presence on the project is, in the reasonable opinion of TFR, undesirable and/or unnecessary. The SSP shall, if so, required by TFR as soon as reasonably practical, replace any person so removed with a person of equivalent qualifications and skill.
- The SSP and its suitably qualified persons, who are rendering services to TFR in terms of this agreement shall, for the duration of this agreement, be screened for criminal records and registered in terms of the Private Security industry Act. No 56 of 2001 and shall comply with the provisions of the Code of Conduct issued in terms of the said Act.
- The SSP shall ensure that its employees involved in the rendering of services in terms of this agreement shall attend, if necessary, Court proceedings as well as disciplinary and arbitration proceedings should TFR deem it necessary, provided that TFR has notified the SSP within a reasonable time before the commencement of such proceedings that the presence of the employee(s) of the SSP is/are required to attend such proceedings.

3.22.7 DEPLOYMENT REQUIREMENTS

- The companies must have staff readily available to be deployed.
- All the tools of trade required, must be available immediately.

- Where the firearms are proposed TFR will determine whether the prospective bidders hold firearm licenses. A certified copy of the bidding company's firearm license must be submitted with the tender bid. The bidding company's firearm license is subject to verification with the South African Police Services license office.
- Companies without Liability insurance would be given one (1) month to obtain the required Liability Insurance (LI). In the first month of starting the contract, induction on security working procedures would be done, to ensure that guards deployed to execute their duties as expected.

3.22.8 PERFORMANCE METRICS

- 3.22.8.1 The Key Performance Indicators (KPIs) will be issued with the tender to the market. The SSP shall peruse, acknowledge, sign off and submit the KPIs with the bid as a mandatory requirement.
- 3.22.8.2 The KPIs will be monitored monthly, reviewed quarterly, and adjusted annually on the anniversary of the contract. The KPIs will have a direct impact on the monthly payments.
- 3.22.8.3 The KPIs will be based on an agreed reduction of KPI measures with a baseline established from the crime statistics and previous financial years' performance of TFR. Refer to the Contract and KPIs for details.
- 3.22.8.4 The KPIs will be informed by the crime statistics at the static sites. Continued poor performance may lead to contract termination.

3.22.9 HEALTH AND SAFETY

- The 37 (2) Mandatory Agreement, E7/1 Working next to railway lines will be issued to the successful Service Providers and they must ensure compliance with Health and Safety Act, Act 85 of 1993 and Regulations, other applicable legislation, and standards.
- The Service Providers are required to ensure that First Aid and firefighting training is provided to all their security officers, and keep the training up to date, as per the applicable regulations and Laws.
- The Service Providers will be required to undergo regular OHTE [Overhead Traction Equipment] safety awareness, including ground equipment. All Service Providers are required to have a 'Safety File' with letter of good standing, valid medical certificate of fitness and keep it up to date.
- The appointed service Provider will be required to obtain inputs and approval of their scope work for any contractor they are intending to appoint to do any construction work. All applicable permits required must be applied for, as stipulated in Transnet procedures before accessing the site. TFR Corporate Safety Department and Contract Manager must always be engaged whenever a consultant is being appointed.

4 GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

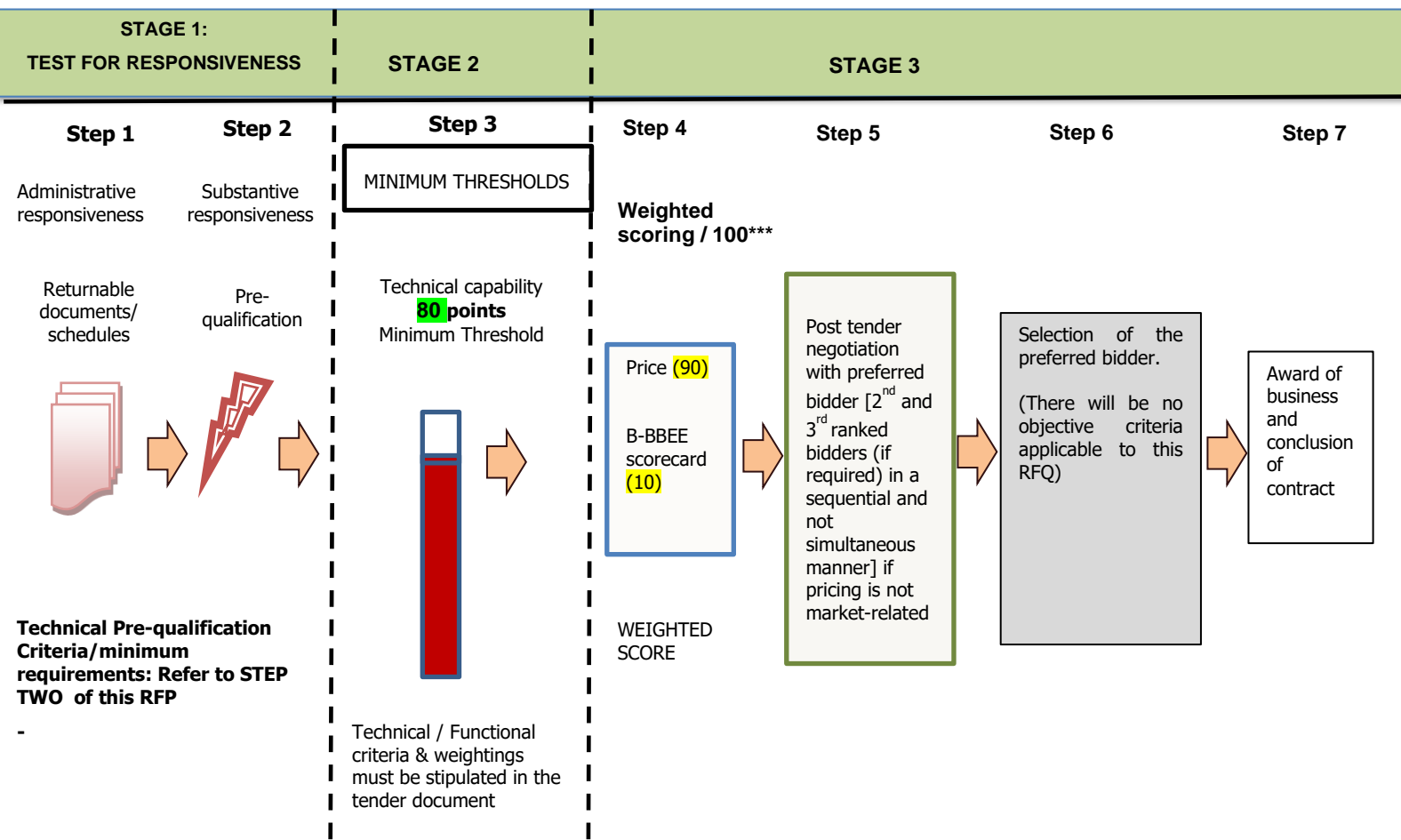
5 GENERAL SERVICE PROVIDER OBLIGATIONS

- 5.1 The Service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

5.2 The Service provider(s) must comply with the requirements stated in this RFP.

6 EVALUATION METHODOLOGY

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



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

6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	<i>Section 1 paragraph 3</i>
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 5</i>
• Verify the validity of all returnable documents	<i>Section 5</i>
• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

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

6.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections including: Section 2 paragraphs, 2.2, 6, 11.2, General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Registration on the National Treasury Central Supplier Database (CSD) 	Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process
<ul style="list-style-type: none"> Whether any Technical pre-qualification criteria set by Transnet have been met as follows: <ul style="list-style-type: none"> Certified Copy of a valid PSIRA Company Registration Certificate and CIPC certificate listing the directors of the company (valid Private Security Industry Regulatory Authority (PSIRA) certificate and accreditation as a security provider in line terms of section 20 of the Private Security Industry Regulation Act) SPP shall submit a valid letter of good standing from PSIRA Certified copies of Valid PSIRA Grade Certificate (minimum Grade B) for all Company Directors, Members, Partners and Trustees The SSP shall submit a list of firearms currently owned and those available for deployment. The list shall clearly indicate the number of company firearms currently owned and those available for deployment SSP shall submit Criminal clearance certificate/s for all Company Directors and/or Shareholders. The extend of the clearance shall be in line with the Schedule Table of Offences, of the Private Security Industry Regulation Act, 2001. The criminal certificate shall not be older than 12 months SAPS issued criminal record clearance certificates for all company directors not older than 12 months and SSP's personnel must be criminally vetted (South African Police Service-issued Criminal Clearance Certificate), separate from the normal PSIRA processes. Vetting shall be maintained through annual and periodic vetting processes. The bidding company shall submit the SAPS Clearance certificates of at least Five (5) security officers employed by the bidding company. Clearance shall be in line with the Schedule Table of Offences, of the Private Security Industry Regulation Act, 2001. Letter of good standing from Security Industry Provident Fund Letter of good standing from Security Industry Medical Aid Insurance / Fund 	<i>Section 3 – Scope of Work</i>

<ul style="list-style-type: none"> - Certified copy of five (5) firearm licenses issued in terms of Section 20(2)(a) of the Firearms Control Act or a Confirmation letter issued by the South African Police Service stating the Institute's Code, confirming authorization to operate with a firearm in the security industry. - The SSP's personnel who are required to use firearms shall have a SAPS firearm competency certificate. The bidding company shall submit a minimum of Five (5) SAPS firearm competency certificate for security personnel using firearms to prove compliance - Letter of good standing from the Compensation for Occupational Injuries and Diseases Act (COIDA) 	
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The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation

6.3 STEP THREE: Technical capability: Minimum Threshold 80 points for Technical

The test for the Technical threshold will include the following:

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0-4)
Experience of security services in high value commodity protection services. Bidders experience – 24 points Bidders key management experience - 8 points Bidders key conducting personal experience – 8 points Portfolio of Evidence – 10 points	50	
- Proof of company vehicles: Registered or leased in the name of the bidding company	20	
- Contingency plan	30	
Total Weighting:	100	
Minimum qualifying score required:	80	

The evaluation matrix is specified in Annexure A. The Respondent's compliance with the minimum technical threshold will be measured by their responses specified in Annexure A.

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

6.4 STEP FOUR: Evaluation and Final Weighted Scoring**a) Price Criteria** [Weighted score 90 points]:

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> Commercial offer 	Section 4 – Annexures C1 – C5

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

$$PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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 10 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 9 Table 3.2 of the specific goals Claim Form.

6.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical	80

Evaluation Criteria	Final Weighted Scores
Price	90
Specific Goals	10
TOTAL SCORE:	100

6.6 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).

6.7 STEP SIX: Objective Criteria (if applicable)

No objective criteria will be applicable to this RFP

6.8 STEP SEVEN: Award of business and conclusion of contract

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

Respondent's Signature

Date & Company Stamp

SECTION 4: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the Annexures listed below:

ANNEXURE C1: PRICING SCHEDULE – DEPOT AND GOLELA LINE

ANNEXURE C2: PRICING SCHEDULE – BRANCH LINES

ANNEXURE C3: PRICING SCHEDULE – DEPOT BRANCH LINES

ANNEXURE C4: PRICING SCHEDULE – SHUTDOWN TASK TEAMS

ANNEXURE C5: PRICING SCHEDULE – SHUTDOWN STATIC & DRIVERS

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
 - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of 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 pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- f) Prices are to be quoted on a delivered basis to
- g) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

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.

2. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [**the Supplier**] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out this RFP, and shall also adhere to railway

safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

YES	
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NO	
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3. SERVICE LEVELS

- 3.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 3.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 3.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 3.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery

If the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

- 3.5 The Service provider must provide a telephone number for customer service calls.
- 3.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
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NO	
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4. RISK

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

4.1 Quality and specification of Goods/Services delivered:

4.2 Continuity of supply:

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

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date & Company Stamp

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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

carrying on business trading/operating as

represented by _____

in my capacity as _____

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

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

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

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

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

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

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

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

Respondent's Signature

Date & Company Stamp

any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

Transnet requires a validity period of 180 Business Days [31 October 2024] against this RFP, excluding the first day and including the last day.

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

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

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

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

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

Date & Company Stamp

RETURNABLE DOCUMENTS

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

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

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

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
<i>SECTION 4 : Pricing Schedules</i> Annexure C1: Pricing Schedule – Depot and Golela Line Annexure C2: Pricing Schedule – Branch Lines Annexure C3: Pricing Schedule – Depot Branch Lines Annexure C4: Pricing Schedule – Shutdown Task Teams Annexure C5: Pricing Schedule – Shutdown Static & Drivers	
Certified copy of a valid PSIRA company registration certificate and CIPC certificate listing the directors of the company (valid Private Security Industry Regulatory Authority (PSIRA) certificate and accreditation as a security provider in line terms of section 20 of the Private Security Industry Regulation Act.)	
SPP shall submit a valid letter of good standing from PSIRA	

Certified copies of valid PSIRA grade certificate (minimum Grade B) for all company directors, Member, Partner and Trustees	
SSP's security personnel must be registered with PSIRA and maintain a valid accreditation with PSIRA. The bidding company shall submit valid PSIRA registration certificates of at least five (5) security officers currently employed by the bidding company to prove compliance.	
SSP shall submit Criminal clearance certificate/s for all Company Directors and/or Shareholders. The extend of the clearance shall be in line with the Schedule Table of Offences, of the Private Security Industry Regulation Act, 2001. The criminal certificate shall not be older than 12 months	
SAPS issued criminal record clearance certificates for all company directors not older than 12 months and SSP's personnel must be criminally vetted (South African Police Service-issued Criminal Clearance Certificate), separate from the normal PSIRA processes. Vetting shall be maintained through annual and periodic vetting processes. The bidding company shall submit the SAPS Clearance certificates of at least Five (5) security officers employed by the bidding company. Clearance shall be in line with the Schedule Table of Offences, of the Private Security Industry Regulation Act, 2001.	
Letter of good standing from Security Industry Provident Fund	
Letter of good standing from Security Industry Medical Aid Insurance / fund	
Certified copies of five (5) firearm licenses issued in terms of section 20(2)(a) of the firearms control act or a confirmation letter issued by the South African police service stating the institute's code, confirming authorization to operate with a firearm in the security industry.	
The SSP's personnel who are required to use firearms shall have a SAPS firearm competency certificate. The bidding company shall submit a minimum of Five (5) SAPS firearm competency certificate for security personnel using firearms to prove compliance	
Letter of good standing from the compensation for occupational injuries and diseases act (COIDA)	

b) Returnable Documents Used for Scoring

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

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
<p>Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP :</p> <ul style="list-style-type: none"> • B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline • CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline 	

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
<ul style="list-style-type: none"> Section 10 Job Creation Schedule Returnable documents CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity 	
Bidder to submit a list with type, number and registration of all owned/leased vehicle. Minimum of 50 vehicles are required. (Section 12)	
Bidder to submit a Certified copy of vehicle registration certificate and current license disk of all vehicles. Minimum of 50 vehicles are required. (Section 12)	
Bidder to submit a Certified copy of the maintenance book and/or two most recent maintenance conducted of all vehicles to be provided per vehicle	
Bidder to submit proof of reference letters of previous experience in security in high value commodity protection services (Section 13)	
Bidder to submit a contingency plan (Section 14)	

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:

 Respondent's Signature

 Date & Company Stamp

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 1: SBD1 Form	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 9: Specific goals points claim form	
SECTION 11: Protection of Personal Information	
CSD Registration report	
Annexure G: Master Service Agreement	
Annexure F: Non-disclosure Agreement	
Organigram of entire team to be assigned to service contract	
Proof of Public Liability Insurance cover/or Letter Of Intent (LOI) from Insurer for Public Liability Insurance (PLI). Security Liability Insurance and Third-Party Liability cover for not less than R5 000 000,00 (Five million South African Rand) and with an annual limit cover of not less than R30 000 000,00 (Thirty million South African Rand).	
The SSP shall submit a list of firearms currently owned and those available for deployment. The list shall clearly indicate the number of company firearms currently owned and those available for deployment	

Respondent's Signature_____
Date & Company Stamp

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

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

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

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

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

Respondent's Signature_____
Date & Company Stamp

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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,

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.

bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this ____ day of _____ 20__

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

Respondent's Signature_____
Date & Company Stamp

Date & Company Stamp

SECTION 9: SPECIFIC GOALS POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 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 90/10 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 The 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution.
 - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS B-BBEE Level of contributor (1 or 2) 2 points At least 51% Black Owned EMEs and/or QSEs 2 points Section 11 Job Creation Schedule 3 points Promotion of Enterprise local in a specific Province/Region/Municipal area including rural areas for work to be done or services to be rendered in that Province/Region/Municipal area. Provinces involved: Limpopo, Mpumalanga, North-West, Gauteng, Kwa-Zulu Natal 3 points	10
Total points for Price and Specific Goals must not exceed	100

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

subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

3.2

Selected Specific Goal	Number of points allocated (10)
B-BBEE Level of contributor (1 or 2)	2
At least 51% Black Owned EMEs and/or QSEs	2
Section 11 Job Creation Schedule Returnable documents	3
Promotion of Enterprise local in a specific Province/Region/ Municipal area including rural areas for work to be done or services to be rendered in that Province/Region/Municipal area. Provinces involved: Limpopo, Mpumalanga, North-West, Gauteng, Kwa-Zulu Natal	3
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section 10 Job Creation Schedule Returnable documents
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity

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 6.1

- 6.1 B-BBEE Status Level of Contribution: . = ...(based on point distribution per Table 3.2)

6.2

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 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 paragraph 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;

Respondent's Signature

Date & Company Stamp

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....

.....

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

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

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

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

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

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

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

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

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

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

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

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

Year 1	Q1	Q2
--------	----	----

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

Respondent's Signature

Date & Company Stamp

SECTION 11: PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

Respondents are required to provide consent below:

YES		NO	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

SECTION 12: PROOF OF COMPANY VEHICLES

The bidding company must submit certified copies of valid vehicle registration papers and/or proof of ownership or a certified copy of a valid lease agreement for the following vehicles :

- (a) 4 x 2 High rider
- (b) 4 x 4 High rider
- (c) Sedan Vehicle
- (d) Combi (Minimum 10 seater)
- (e) Quad Bikes

Minimum of 50 vehicles (all types) will be required

Each type of vehicles will be required in the following five (5) provinces

- Limpopo
- Mpumalanga
- North West
- Mpumalanga
- Kwa-Zulu Natal

The proof of the company vehicles must be submitted as attachments.

[Note: If not provided, it will have a negative influence on your technical evaluation scoring.]

Description of Vehicles available/to rent	Quantity

Respondent's Signature

Date & Company Stamp

SECTION 13:**REFERENCES OF PREVIOUS EXPERIENCE IN SECURITY SERVICES IN HIGH VALUE COMMODITY
PROTECTION SERVICES AND EXPERIENCE IN CONDUCTING SECURITY THREAT RISK AND
VULNERABILITY ASSESSMENTS**

The bidding company must submit the following:

(a) Bidders experience:

Bidder must have a proven track record, a minimum of 10 years cumulative experience in high value commodity protection services and experience in conducting security threat risk and vulnerability assessments.

Supporting documents –

The bidder must submit reference letters from previous clients where high value commodity protection services were conducted in public/private sector

The reference letters must meet the requirements below:

- (i) Signed,
- (ii) dated,
- (iii) on a customer letter head,
- (iv) have the customer's contact details and email address.
- (v) Provide a brief description of the scope of works that was offered to the customer.

The brief description of the scope of works on the reference letters illustrate that the bidding company has provided the services below:

- (vi) High value commodity protection services,
- (vii) Armed response services,
- (viii) Ad hoc security services

The information provided is subject to verification

(b) Bidders key Personnel Experience (Management)

Bidders must have experience in managing personal security threat risk and vulnerability assessments

Supporting documents – CV's

(c) Bidders key Personnel Experience (Conducting)

Bidders must have experience in conducting personal security threat risk and vulnerability assessments

Supporting documents – CV's

(d) Portfolio of Evidence

Bidders must submit portfolios below of evidence of conducting personal security threat risk and vulnerability assessments.

Type of Portfolios to be submitted are as follows:

- (a) Transit assessments
- (b) Office assessments
- (c) Official gatherings assessments
- (d) environment scanning

[Note: If not provided, it will have a negative influence on your technical evaluation scoring.]

SECTION 14: CONTINGENCY PLAN

The contingency plan and Standard Operating Procedures (SOPs) must cover aspects and actions to be undertaken in the event of the following critical emergencies:

Contingency plan and SOPs that affects the Security Service Provider and client site

- (a) Fire Emergencies
- (b) Bomb Threat
- (c) Theft of Assets
- (d) Breach of Security incidents
- (e) Industrial Action by Employees
- (f) Loss of power / Electricity
- (g) Community unrests
- (h) Access Control SOP
- (i) Security of a crime scene
- (j) Arrest procedure

[Note: If not provided, it will have a negative influence on your technical evaluation scoring.]

ANNEXURE A: TECHNICAL SUBMISSION QUESTIONNAIRE**NAME OF BIDDER:** _____

EVALUATION CRITERIA EVALUATION CRITERIA FOR THE PROVISION OF SHORT-TERM SECURITY SERVICES AT TRANSNET FREIGHT RAIL (TFR) WITHIN THE NORTH CORRIDOR AT VARIOUS DEPOTS FOR A PERIOD 05 MONTHS			
Technical Evaluation Criteria threshold	80 points		
1. Experience of security services in high value commodity protection services. The scope of works on the reference letters must proof that the work provided previously by the bidding company is similar to the work that TFR requires.	50 points		Evidence
(a) Bidders experience		24	
10 Years and above experience	4	24	<p>(a) Bidders experience:</p> <p>Bidder must have a proven track record, a minimum of 10 years cumulative experience in high value commodity protection services and experience in conducting security threat risk and vulnerability assessments.</p> <p>Supporting documents – The bidder must submit reference letters from previous clients where high value commodity protection services were conducted in public/private sector</p> <p>The reference letters must meet the requirements below:</p> <p>(i) Signed, (ii) dated, (iii) on a customer letter head, (iv) have the customer's contact details and email address. (v) Provide a brief description of the scope of works that was offered to the customer. The brief description of the</p>
6 Years to 9 Years' experience	3	18	
1 Year to 5 Years' experience to 5 Years' experience	2	12	

Respondent's Signature_____
Date & Company Stamp

			<p>scope of works on the reference letters illustrate that the bidding company has provided the services below:</p> <p>(f) High value commodity protection services,</p> <p>(g) Armed response services,</p> <p>(h) Ad hoc security services</p> <p>The information provided is subject to verification</p>
Less than 1 Years' experience	1	6	
No proof of any security services	0	0	
(b) Bidders key Personnel Experience (Management)		8	
10 Years and above experience	4	8	<p>(b) Bidders key Personnel Experience (Management)</p> <p>Bidders must have experience in managing personal security threat risk and vulnerability assessments</p> <p>Supporting documents – CV's</p>
6 Years to 9 Years' experience	3	6	
1 Year to 5 Years' experience to 5 Years' experience	2	4	
Less than 1 Years' experience	1	2	
No CV's attached	0	0	
(c) Bidders key Personnel Experience (Conducting)		8	
10 Years and above experience	4	8	<p>(c) Bidders key Personnel Experience (Conducting)</p> <p>Bidders must have experience in managing personal security threat risk and vulnerability assessments</p>
6 Years to 9 Years' experience	3	6	

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1 Year to 5 Years’ experience to 5 Years’ experience	2	4	Supporting documents – CV’s
Less than 1 Years’ experience	1	2	
No CV’s attached	0	0	
(d) Portfolio of Evidence	10		
Bidders submitted portfolio of evidence for four type of portfolios	10		Bidders must submit portfolio of evidence of conducting personal security threat risk and vulnerability assessments. Type of Portfolios to be submitted are as follows: (a) Transit assessments (b) Office assessments (c) Official gatherings assessments (d) environment scanning
Bidders submitted portfolio of evidence for three type of portfolios	7		
Bidders submitted portfolio of evidence for two type of portfolios	5		
Bidders submitted portfolio of evidence for only one type of portfolio	3		
Bidders did not submit any portfolio of evidence	0		
2. Proof of company vehicles	20		Evidence
Five (5) vehicle types listed	4	20	The bidding company must submit certified copies of valid vehicle registration papers and/or proof of ownership or a certified copy of a valid lease agreement for the following vehicles: (a) 4 x 2 High rider (b) 4 x 4 High rider (c) Sedan Vehicle (d) Combi (Minimum 10-seater) (e) Quad Bikes Each type of vehicles will be required in the following five (5) provinces Limpopo, Mpumalanga, North West, Mpumalanga & Kwa-Zulu Natal
Four (4) vehicle types listed	3	15	
Three (3) vehicle types listed	2	10	
One to Two (1 -2) vehicle type listed	1	5	
No Response	0	0	

3. Contingency plan	30		Evidence
Meets Ten (10) critical elements	4	30	<p>The contingency plan and Standard Operating Procedures (SOPs) must cover aspects and actions to be undertaken in the event of the following critical emergencies:</p> <p>Contingency plan and SOPs that affects the Security Service Provider and client site</p> <ul style="list-style-type: none"> (a) Fire Emergencies (b) Bomb Threat (c) Theft of Assets (d) Breach of Security incidents (e) Industrial Action by Employees (f) Loss of power / Electricity (g) Community unrests (h) Access Control SOP (i) Security of a crime scene (j) Arrest procedure
Eight (8) to Nine (9) critical elements met	3	22	
Five (5) to Seven (7) critical elements met	2	15	
One (1) to Four (4) critical elements met	1	7,50	
No Response/ no Contingency plan submitted	0	0	

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Respondent's Signature

Date & Company Stamp