

## **TRANSNET FREIGHT RAIL**

an 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 FREIGHT PROTECTION AND SECURITY MONITORING SERVICES BY PROVIDING AND FITTING, AND REMOVING LOCKING DEVICES PLACED ON CONTAINERS, RAIL WAGONS AND RAIL TANKERS AS WELL AS THE DETECTION OF TAMPERING OR INTERFERENCE ON LOCKING DEVICES AT POINTS OF DEPARTURE, EN ROUTE AND TO THE DESTINATIONS FOR TRANSNET FREIGHT RAIL WITHIN AND OUTSIDE SOUTH AFRICAN BORDERS FOR A PERIOD OF THREE (3) YEARS**

<b>RFP NUMBER</b>	<b>HOAC HO 35173</b>
<b>ISSUE DATE:</b>	<b>28 APRIL 2022</b>
<b>CLOSING DATE:</b>	<b>25 MAY 2022</b>
<b>CLOSING TIME:</b>	<b>10:00 AM</b>
<b>BID VALIDITY PERIOD:</b>	<b>180 Business Days from Closing Date [ 01 February 2023]</b>

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FOR THE PROVISION OF FREIGHT PROTECTION AND SECURITY MONITORING SERVICES BY PROVIDING , FITTING, AND REMOVING OF LOCKING DEVICES PLACED ON CONTAINERS, RAIL WAGONS AND RAIL TANKERS AS WELL AS THE DETECTION OF TAMPERING OR INTERFERENCE ON LOCKING DEVICES AT POINTS OF DEPARTURE, EN ROUTE AND TO THE DESTINATIONS FOR TRANSNET FREIGHT RAIL WITHIN AND OUTSIDE SOUTH AFRICAN BORDERS FOR A PERIOD OF THREE (3) YEARS

SECTION 1: SBD1 FORM

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	HOAC HO 35173	ISSUE DATE:	28 April 2022	CLOSING DATE:	25 May 2022	CLOSING TIME:	10:00 am
DESCRIPTION	FOR THE PROVISION OF FREIGHT PROTECTION AND SECURITY MONITORING SERVICES BY PROVIDING, FITTING AND REMOVING OF LOCKING DEVICES PLACED ON CONTAINERS, RAIL WAGONS AND RAIL TANKERS AS WELL AS THE DETECTION OF TAMPERING OR INTERFERENCE ON LOCKING DEVICES AT POINTS OF DEPARTURE, EN ROUTE AND TO THE DESTINATIONS FOR TRANSNET FREIGHT RAIL WITHIN AND OUTSIDE SOUTH AFRICAN BORDERS FOR A PERIOD OF THREE (3) YEARS						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED</b> (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): <a href="https://www.transnet.net">https://www.transnet.net</a>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Ruth Springbok			CONTACT PERSON			
TELEPHONE NUMBER	011 584 0703			TELEPHONE NUMBER			
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	Ruth.Springbok@Transnet.net			E-MAIL ADDRESS			
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
<b>STREET ADDRESS</b>							
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>				
<b>CELLPHONE NUMBER</b>							
<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>				
<b>E-MAIL ADDRESS</b>							
<b>VAT REGISTRATION NUMBER</b>							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	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	

<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>			
<b>1</b> 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]	<b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
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			
<b>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.</b>			

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: \_\_\_\_\_

## SECTION 2: NOTICE TO BIDDERS

### 1 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**].

<b>DESCRIPTION</b>	<b>FOR THE PROVISION OF FREIGHT PROTECTION AND SECURITY MONITORING SERVICES BY PROVIDING, FITTING, AND REMOVING OF LOCKING DEVICES PLACED ON CONTAINERS, RAIL WAGONS AND RAIL TANKERS AS WELL AS THE DETECTION OF TAMPERING OR INTERFERENCE ON LOCKING DEVICES AT POINTS OF DEPARTURE, EN ROUTE AND TO THE DESTINATIONS FOR TRANSNET FREIGHT RAIL WITHIN AND OUTSIDE SOUTH AFRICAN BORDERS FOR A PERIOD OF THREE (3) YEARS</b> <b>[the Services]</b>
<b>TENDER ADVERT</b>	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.
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>• Click on "Tender Opportunities";</li> <li>• Select "Advertised Tenders";</li> <li>• In the "Department" box, select Transnet SOC Ltd.</li> </ul> <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 website at <a href="http://www.transnet.net">www.transnet.net</a> free of charge. To access the Transnet eTender portal, please click <a href="#">here</a> (refer to section 2, paragraph 3 below for detailed steps)</p>
<b>COMMUNICATION</b>	<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>
<b>BRIEFING SESSION</b>	<p>Yes, Non-compulsory</p> <p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: <a href="mailto:Ruth.Springbok@Transnet.net">Ruth.Springbok@Transnet.net</a></p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session.</p> <p>Refer to paragraph 2 for details.</p>
<b>CLOSING DATE</b>	<p><b>10:00 am on Wednesday 25 May 2022</b></p> <p>Bidders must ensure that bids are uploaded timeously onto the system.</p> <p>As a general rule, if a bid is late, it will not be accepted for consideration.</p>

<b>VALIDITY PERIOD</b>	<p><b>180 Business Days from Closing Date ending 1 February 2023</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>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

- 2.1 One (1) non- compulsory RFP briefing session will be conducted at;  
Houer Road, City Deep, Admin Building, Ground Floor Board Room on **5 May 2022** at 10:00 am for a duration of ± 2 hours.
- 2.2 The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late. Respondents to provide own transportation and accommodation.

### SITE BRIEFINGS

- 2.3 Two (2) non-compulsory pre-proposal site briefings will be conducted to give potential service providers an opportunity to view and measure containers and wagons that needs to be secured by means of a locking device. These site meetings will be conducted at the following addresses;
- Houer Road, City Deep, Admin Building, Ground Floor Board Room on **5 May 2022**, directly after the compulsory RFP briefing session.
  - Durandt Street, Sentrarand, Admin Building, First Floor Board Room, Sentrarand on **6 May 2022** at 10:00 for a duration of ± 2 hours

Three (3) Certificates of Attendance in the form set out in Section 10, Section 11 and Section 12 hereto must be completed and submitted with your Proposal.

- 2.4 Respondents are encouraged to bring a hard copy of the RFP to the site meetings and RFP briefing for all session's day 1 and day 2.

## 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 (<https://www.transnet.net>);
  - Click on "TENDERS";
  - Scroll towards the bottom right hand side of the page;
  - On the blue window click on "register on our new eTender Portal";
  - 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.

#### **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 13 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.

#### **6 COMMUNICATION**

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [Ruth Springbok] before **16:00 pm on 12 May 2022**, 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 the Prudence Nkabinde (DBAC chairperson), at telephone number 011 584 0821, email [Prudence.Nkabinde@Transnet.net](mailto: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.

#### **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 cancel the bid process;
- 10.7 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;
- 10.8 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.9 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;
- 10.10 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;
- 10.11 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

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

## 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.

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

## 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-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

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

**TIP-OFFS ANONYMOUS:**

 **Ethics Helpdesk** (Pty) Ltd.  
Ethics Management System™

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

				
	<b>AI Voice Bot "Jack"</b> 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.	<b>What's App</b> Speak to an Agent via What's App.	<b>Speak to an Agent</b> Speak to an Agent via the platform with no call or data charge	<b>Telegram</b> Speak to an Agent via Telegram
 <b>0800 003 056</b>	 <b>086 551 4153</b>	 <b>reportit@ethicshelpdesk.com</b>	 <b>*120*0785980808#</b>	

## **SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**

### **1 BACKGROUND**

Transnet Freight Rail (TFR) has implemented a container locking system as a service in over 10 years to augment the traditional methods of container security and freight protection. The intention was to provide target hardening on containers to prevent and deter theft of containers and theft out of containers.

### **2 EXECUTIVE OVERVIEW**

Whereas Transnet is seeking a partner(s) to provide solutions for its provision of freight protection services and security monitoring and the supply, fitting, and removal of locking devices placed on containers, rail wagons and rail tankers as well as the detection of tampering or interference on these locking devices at points of departure and arrival destinations for Transnet Freight Rail within and outside South African borders for a period of three (3) years nationally, 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 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 WORK

Transnet is calling for proposals from experienced service providers with a proven track record for the provide, fit, and remove smart locking device services on containers, rail wagons, rail and fuel tankers to lock and detect tampering or interference on the locking devices for a period of three years (3) years.

#### 3.1 THE FUNCTIONAL REQUIREMENTS OF A SMART LOCKING SYSTEM

- 3.1.1 The smart locks must have the capabilities to lock and track cargo, transmit tampering signals and alarms to the remote-control room as well as generate real time electronic reports. The remote-control room will then dispatch a response team to the alerted incidents.
- 3.1.2 The smart lock system must be web based to enable locking and unlocking of the locks from a remote-Control centre.
- 3.1.3 The smart lock system must be completely keyless.
- 3.1.4 The smart lock system must have an override system to lock and unlock the locks in the event of system malfunctions.
- 3.1.5 The smart locking system must have geofencing capabilities.
- 3.1.6 Configuration of the smart locking system must be customizable to TFR's needs.
- 3.1.7 The smart locking system must be IP68 rating.
- 3.1.8 Have at least 12, 000 locks available for the purpose of rendering its Service in terms of an agreement and ensure that the logistics capability to be able to distribute the aforementioned locks amongst the different depots/premises of the Client in order to meet the Clients requirement to have the cargo containers/rail trucks locked at the designated
- 3.1.9 Depots /premises; the minimum number of locks required to service the agreement will be reviewed on a bi-annual basis.
- 3.1.10 Supply and fit the lock/s, in fully operational /working condition, on every cargo container/rail trucks at such depots/premises designated by the client or in accordance with the train schedules communicated to the Service Provider by the Client from time to time. Cargo containers/rail trucks are to be locked after they have been loaded onto rail trucks.
- 3.1.11 In respect of point 1 above supply and fit container locks on all container trains on all channels or railway lines that are designated by the Client and which are loaded with exposed containers. This will be fitted on all 12 metres containers and in all cases where the 6 metre containers are not loaded door to door.
- 3.1.12 The Service Provider must ensure that the top and bottom of all exposed containers not on a bathtub wagon be adequately secured and such must be recorded on the check sheet provided.
- 3.1.13 Remove the locks from the cargo containers/rail trucks on which these have been fitted at such times and locations as designated by the Client or in accordance with the train schedules as communicated from time to time.

Fit and/or remove the said locks at the following depots/premises as designated by the Client or in terms of the said train schedule at the following places:

Rail Wagons	
<b><u>Beer Wagons</u></b> <ul style="list-style-type: none"><li>a. Rosslyn</li><li>b. Nelspruit</li><li>c. Bloemfontein</li><li>d. Kimberley</li></ul>	<b><u>Sugar Wagons</u></b> <ul style="list-style-type: none"><li>a. Felixton Mill (KZN North Coast)</li><li>b. Amatikulu Mill (KZN North Coast)</li><li>c. Refinery</li><li>d. Terminal</li><li>e. Bayhead</li></ul>

		f. Maydon Wharf g. Wash out bay
<b>Containers</b>		
<b><u>Durban</u></b> a. Kings rest b. Point c. PX depot d. Maydon wharf depot e. Bayhead f. Cato ridge (new) g. Explosive siding	<b><u>Johannesburg</u></b> a. VAALCON Vereeniging b. SACD c. PX Depot (entrance and exit) d. Grindrod e. Bridge 1 & 2 depots f. City Deep / Kaserne <ul style="list-style-type: none"> <li>Houer Wessel depot</li> <li>Kascon</li> <li>Mark Wessels</li> <li>West depatures</li> <li>Middlewerf</li> </ul> g. Trichardt h. Natalspruit i. MSC Depot	<b><u>Other areas</u></b> a. Worcester b. De Aar c. Bloemfontein d. Musina e. Nelspruit f. Kimberley g. Mafikeng h. Richards Bay - Nsese (new) i. Empangeni j. Golela (New)
<b><u>Port Elizabeth</u></b> a. Harbour b. Green trees c. Coega d. MSC Depot	<b><u>Cape Town</u></b> a. BELCON b. Harbour c. MSC Depot	<b><u>Pretoria</u></b> a. Pretcon b. Nissan c. BMW d. Ford
<b><u>Other Countries</u></b> a. Lesotho b. Botswana <ul style="list-style-type: none"> <li>Gaborone</li> <li>Francistown</li> <li>Mahalapye</li> <li>Palapye</li> <li>Selebi Pikwe</li> </ul> c. Swaziland (new)		
<b><u>Fuel Tankers</u></b> a. North Corridor b. Natal Corridor c. Central Corridor d. Cape Corridor e. North East Corridor f. Swaziland Traffic		
<b>Services on request</b>		
a. Derailments b. Wagons going off route i.e. sugar and beer wagons, de clamping at places like Piketberg, Malmesbury, etc. c. Any other depot and/or location designated by the client in consultation with the service provider.(e.g. Private client sidings)		

**Table 1: Areas of deployment / Services**

TYPE OF CONTAINERS AND WAGONS

**Containers**

6 metre and 12 metre containers (All Configurations)

**Sugar wagons**

FCJ

**Beer wagons**

FSLJ

**Fuel Tankers**

Jet- 343;

Petrol/Diesel- 877

**On request**

- a. SARU containers
- b. Reefer containers
- c. Tanker wagons

- 3.1.14 Timeously liaise with the Clients local Rail Planning Office and its security representative at the respective depots/premises where the containers/rail trucks have to be locked or removed in order to ensure that the Service Provider does not delay the departure of any train or the delivery of any container/rail trucks;
- 3.1.15 Ensure that its employees correctly and properly complete daily Check Sheets as approved by the client in respect of each train from which the locks of containers/rail trucks have been removed.
- 3.1.16 Electronically forward all correctly and properly completed Check Sheets daily to a designated official.
- 3.1.17 The Service Provider undertakes to make available its staff, to provide statements to Transnet or the police or to testify in subsequent Court proceedings in the event of any arrests or internal investigation or proceedings of the client. This obligation of the Service Provider shall survive the termination or expiry of this agreement.
- 3.1.18 Both the Service Provider and the client engineers could be assigned to source and develop a container management solution. The Service Provider has the ability to assign skilled technical engineers to assist in early warning systems to detect tampering. Where the engineers of the Client are responsible for the conceptualisation and design of any new container management solutions the intellectual property rights in respect of such designs and/or models shall vest in the Client.
- 3.1.19 The Project will be aimed at monitoring container movement, linked to the security aspect (clamping/locking). The development of a cost effective solution will be imperative and need to be aligned to the Freight Protection of the Client.
- 3.1.20 The Service Provider will make available information relating to the hot spots as identified through the crime analysis done. The Service Provider further offers its investigations capacity to identify, infiltrate and apprehend criminals activities associated with theft and attempted theft on clamped containers and cargo.
- 3.1.21 Further value add can be derived from limiting losses through pro-active investigations and management initiatives that should ultimately result in a reduction in insurance cost whilst at the same time improve confidence in rail transportation from a consumer point of view.

**3.2 FUNCTIONAL REQUIREMENTS**

- 3.2.1 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.
- 3.2.2 The locks are to be manufactured from hardened steel or any other element or material that will be able to withstand the technical tests as provided for in this RFP.
- 3.2.3 1000 (minimum) of the 12000 required clamps should have tamper detection capability in order to prevent or minimize the unlawful removal from the containers. These clamps will be fitted on sensitive cargo. The sensitivity is normally advised by the Client.
- 3.2.4 There should be special mechanisms designed to lock (install) and unlock (remove) these locks (such as a key, electronic key card, fingerprint, RFID card, security token etc...)

- 3.2.5 The methodology of the unlocking and locking must be secure and allow for the locking and unlocking at locations far removed from each other. The locking mechanism must be of such that the respondent has the necessary capability to ensure the required logistics to lock and unlock at distant remote locations.

The respondent must demonstrate its ability to:

- manage the logistics of the locks at various TFR depots nationally and internationally.
  - manage the security of the locks (i.e. no unauthorized persons must be in possession or have access of the clamps/locking devices or the mechanisms used to unlock(remove) the locks (such as a key, keycard, fingerprint, RFID card, security token Etc....)
  - secure and control the issuing and management of clamps/locking device tools. (including the unlocking).
  - ensure the timeous locking and unlocking of the clamps/locking devices, manage to ensure that the locks are securely in place before the departure enroute to the destination.
- 3.2.6 The locks may be designed, manufactured or procured and must be re-examined on a quarterly basis, in order to ensure the security thereof. The successful respondent should have the research and design capability to continuously improve the design of the lock in order for the lock to remain effective.
- 3.2.7 Alternatively, the Service Provider shall procure/manufacture improved locks that become available in the market should the locks being used by the Service Provider prove to be ineffective.
- 3.2.8 All loaded containers which are found to have exposed doors needs to be clamped irrespective of the container size. All empty sugar wagons also needs to remain clamped due to the nature of the commodity.
- 3.2.9 Claims by Transnet customers arising from failure to remove clamps at TFR destination yards will be for the account of the service provider.
- 3.2.10 Submission of investigation reports on all lock related incidents need to be supported with photographs.
- 3.2.11 The service provider will be required to enter a performance management contract to measure the success of the freight protection service.
- 3.2.12 The bidder must have an Investigation Team to analyse hotspot areas at areas where the smart locks are tempered with or breached.

### 3.3 **PERFORMANCE REQUIRMENTS**

#### 3.3.1 General

- The Service Provider shall perform the Services. Performance of the Services shall be in a manner most suited to the requirements of the project and where appropriate, in accordance with the reasonable instructions as may from time to time be issued by the Client in writing and agreed to by the Service Provider.
- The Service Provider shall take all measures reasonably necessary to comply with all laws and regulations in force from time to time in any place where the Service are to be wholly or partially performed.
- The Service provider shall render the services in accordance with the prevailing professional standards.
- The Service Provider will not engage in any duties or roles prior to consultation with the Client and subsequent written confirmation is served by the Client.

#### 3.3.2 Provision of Personnel

- The Service provider shall provide the services of suitably qualified persons to the extent that their services are necessary for the performance by the Service Provider 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 the Client, which consent shall not be unreasonably withheld.
- Whenever, for any reason such persons are unavailable for the performance of the Services, the Service Provider shall as soon as reasonably practical substitute suitably qualified replacements acceptable to the Client, without any additional cost to the Client.
- In addition to the qualified persons referred to above, the Service Provider shall provide and supervise such other suitably qualified and competent staff who are necessary for the execution of activities performed by the Service Provider. The Service Provider shall provide the Client with details of the qualifications and experience of the staff provided, as required and upon receipt of a written request for same.
- The Client shall have the right to require of the Service Provider, by notice in writing, to immediately remove any person whose continued presence on the Project is, in the reasonable opinion of the Client, undesirable and/or unnecessary. The Service Provider shall, if so required by the Client as soon as reasonably practical, replace any person so removed with a person of equivalent qualifications and skill.
- The Service Provider and its suitably qualified persons, who are rendering services to the Client 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 Service Provider 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 the Client deem it necessary, provided that the Client has notified the Service Provider within a reasonable time before the commencement of such proceedings that the presence of the employee(s) of the Service Provider is/are required to attend such proceedings.

### **3.4 OTHER REQUIREMENTS**

- 3.4.1 The Service Provider shall provide the services of suitably qualified persons to extent that their services are necessary for the performance by the Service Provider of the Services. The qualification and experience of the qualified persons shall be appropriate and adequate for the purpose of rendering the service.
- 3.4.2 Such qualified persons shall not be removed from the Project and the rendering of the Service, without the prior written consent of the Client, which consent shall not be unreasonably withheld.
- 3.4.3 Whenever, for any reason, such persons are unavailable for the performance of the Services, the Service Provider shall as soon as reasonably practical substitute suitably qualified replacements acceptable to the Client, without any additional costs to the Client.
- 3.4.4 In addition to the qualified persons referred to in clause 5.10.2 the Service Provider shall provide and supervise such other suitably qualified and competent staff who are necessary for the performance by the Service provider of the Services. Furthermore, the Service Provider, as required and upon receipt of a written request for same.



### 3.5 IMPLEMENTATION REQUIREMENTS

The implementation of this service in terms of the period between awarding the contract and the commencement of the actual service is approximately 4 Months. 12 000 locking devices will need to be manufactured before implementation of the new service.

## 4 GREEN ECONOMY / CARBON FOOTPRINT

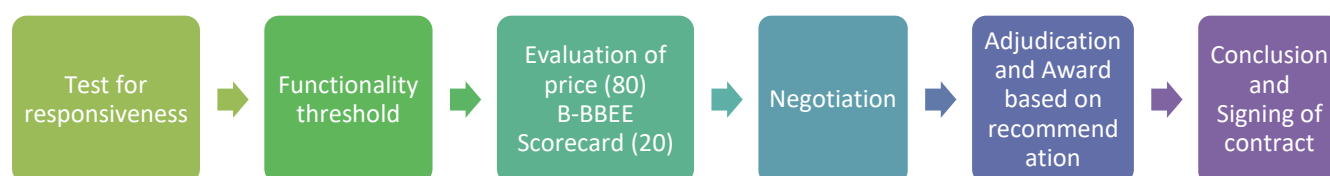
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

## 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:



### 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 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
<ul style="list-style-type: none"><li>Whether the Bid contains a priced offer; Section 4 of RFP</li></ul>
<ul style="list-style-type: none"><li>Annexure A: Technical compliance sheet (100% compliance, failure to comply will result in disqualification)</li></ul>
Bidding companies are to ensure that their proposals meet the requirements of TFR and submit the following:
<ul style="list-style-type: none"><li>Section 18: Operational Readiness Commitment.</li></ul>
<ul style="list-style-type: none"><li>PSIRA Registration documents of all Company Directors or CC members, indicating at least Grade B qualification</li><li>Criminal record clearance certificates for all company directors or CC members</li><li>Valid Letter of Good Standing from PSIRA</li><li>Valid Letter of Good Standing from the Compensation Fund (COID)</li></ul>

***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 EVALUATION

### Part 1: Technical Compliance Document: 100% Threshold

Annexure A: 100% Technical Compliance to Specification.

Respondents are to note the following: Annexure A (Technical Compliance Document – 100% compliance to mandatory clauses) should be fully completed and signed – Failure to complete, comply and submit will result in disqualification.

***The test for Technical Compliance must be passed for a Respondent's Proposal to progress to the next step of the technical evaluation***

## Part 2: Technical Demonstration, Minimum Threshold of 90%

Failure to achieve the **90%** threshold will lead to disqualification. The Technical demonstration Criteria consists of the following:

<b>Step 3 (Part 2) - 90% Threshold for Technical Demonstration</b>			
<b>Qualifying / Disqualifying Criteria</b>		<b>% Weightings</b>	<b>Score</b>
<b>Test for Effectiveness / Robustness of the Lock/s based in field demonstration</b> <b>( All Tests will be completed on Installed Lock samples - One cellphone stopwatch will be used to measure the time taken to install locks as well as the duration of time the lock can resist the strain test )</b>			
<b>1</b>	<b>Service Delivery Lead Times</b> <b>(Operational Efficiency / Ease of Use)</b> <b>(Time taken to install a Lock)</b>	<b>25%</b>	<b>Score</b>
<b>Test criteria for Pass or Fail :</b> The evaluators will observe that the locks are Installed within the below stipulated times and will ensure that Lock is Secured.			
a. Container ≤ 4 minutes and Lock must be Secure b. Beer Wagon ≤ 4 minutes and Lock must be Secure c. Sugar Wagon ≤ 4 minutes and Lock must be Secure  <b>5 Points</b> will be allocated should the installation of all 3 types of locks take ≤ 4 minutes (All 3 types must be done in ≤ 4 minutes to achieve a "Pass").		Pass	25%  5
Should the installation and securing of any one of the types of locks take > 4 minutes.		Fail	0%  0
<b>2</b>	<b>Lock Picking Test</b> <b>(Operational Efficiency / Time Delay )</b>	<b>15%</b>	<b>Score</b>
<b>Test criteria for Pass or Fail :</b> A professional lock-smith will attempt to open the Installed Locks without the key for at least five (5) minutes. The evaluators will observe that during this period of testing the clamp / locking device must remain intact.			
a. Container ≥ 5 minutes and Lock must be Secure b. Beer Wagon ≥ 5 minutes and Lock must be Secure c. Sugar Wagon ≥ 5 minutes and Lock must be Secure  <b>5 Points</b> will be allocated should the lock-smith not open the installed locks within 5 minutes		Pass	15%  5
Should any of the locks be opened in less than 5 minutes		Fail	0%  0
<b>3</b>	<b>Block and Tackle Test</b>	<b>15%</b>	<b>Score</b>
<b>Test criteria :</b> <b>Block and Tackle Test</b> - With a lock installed on a Container the evaluators will observe that the Block and Tackle test must not be able to remove the locks. The test will take place for 3 minutes. The timing for the Block and Tackle Test will start after the Block and Tackle is set up.			
- Should the presented solution be designed in such a way that it is not possible to hook the Block and Tackle on the recommended lock, <b>5 points</b> will be allocated to the bidder.  '-During the testing period (i.e. 3 minutes) it must not be possible to remove the lock and the lock must remain intact, <b>5 points</b> will be allocated to the bidder if the lock remains intact.		Pass	15%  5
Should the lock be removed in less than 3 minutes.		Fail	0%  0

4	Crowbar & Hammer Test	10%	Score
<b>Test criteria:</b> <b>Crowbar and Hammer Test</b> - With a lock installed on a Container, Beer Wagon and Sugar Wagon the evaluators will observe on each lock when using a Crowbar and a Hammer forcefully it must not be able to remove the locks. The test will take place for 3 minutes.			
<b>Container:</b> <b>3 Points</b> will be allocated if the lock is able to withstand the force of the Crowbar and Hammer and remain secure for 3 Minutes.	<b>A lock installed on a Container -</b> If the installed lock the force of the Crowbar and Hammer and remain secure for 3 Minutes.	6%	3
<b>Beer Wagon:</b> <b>1 Point</b> will be allocated if the lock is able to withstand the force of the Crowbar and Hammer and remain secure for 3 Minutes.	<b>A lock installed on a Beer Wagon -</b> If the installed lock the force of the Crowbar and Hammer and remain secure for 3 Minutes.	2%	1
<b>Sugar Wagon:</b> <b>1 Point</b> will be allocated if the lock is able to withstand the force of the Crowbar and Hammer and remain secure for 3 Minutes.	<b>A lock installed on a Sugar Wagon -</b> If the installed lock the force of the Crowbar and Hammer and remain secure for 3 Minutes.	2%	1
Should all the locks be removed in less than 3 minutes.	Fail	0%	0

5	Angle Grinder Demonstration	25%	Score
<b>Test criteria:</b> The evaluators will observe that the Angle Grinder will not be able to cut through the installed lock/s to gain access. (An electric grinder with a high tensile blade will be used for testing)			
The lock is able to withstand a high tensile cutting blade for $\geq 30$ seconds.		25%	5
The lock is able to withstand a high tensile cutting blade for 25 to 29 seconds		20%	4
The lock is able to withstand a high tensile cutting blade for 20 to 24 seconds		15%	3
The lock is able to withstand a high tensile cutting blade for 15 to 19 seconds		10%	2
The lock is able to withstand a high tensile cutting blade for 10 to 14 seconds		5%	1
The lock is unable to withstand a power angle grinder with a high tensile blade for less than 10 seconds		0%	0

6	<b>Lock Tamper Proof Test ( Operational Efficiency / Tamper Proof Locks)</b>	<b>10%</b>	<b>Score</b>
<b>Test criteria:</b> The tamper proof lock must: Offer a monitoring and a communication solution to alert of any tampering with the locking devices (i.e. via satellite, GSM Etc...) platforms to report alarms / possible tampering ( E-mail, cell phone, tablet, laptop Etc...)			
Complies	Pass	10%	5
Does not comply	Fail	0%	0
<b>Total Score</b>		<b>100%</b>	<b>Score</b>

***Minimum threshold for technical demonstration [Step 3-Part 2] must be met or exceeded for a Respondent's Proposal to progress to [Step 3-Part 3] for further evaluation***

### Part 3: Paper Exercise (Functionality)

Failure to achieve the **70%** threshold will lead to disqualification. The Technical Criteria consists of the following criteria:

<b>Step 3 (Part 2) - 70% Threshold for Technical Paper Exercise</b>			
<b>Evaluation Criteria</b>		<b>% Weight</b>	<b>Score</b>
1	<b>Detailed Technical Plan to be submitted and presented on how the bidders plan to operationally execute the contract ( Evaluations will be concluded based on the Detailed Technical Plan Submitted)</b>	<b>50%</b>	<b>Score</b>
<b>Listed Topics Include:</b>  1) Demonstrate Capacity / Ability to roll out 12 000 ( Provide Roll Out Plan). 2) Logistics/ Management of Movement of Locks. 3) Security of devices / Mechanisms / Keys used 4) Contingency Plans 5) Human Resources and Vehicle Deployment Plan <u>Evaluating criteria (as per Technical Plan)</u> Score 5 = 50% Score 3 = 30% Score 1 = 10% Score 0 = 0%		Detailed practical & executable plan including all listed topics.	5
		Detailed practical & executable plan including 4 listed topics	3
		Detailed practical & executable plan including 3 listed topics	1
		Plan including less than 3 listed topics	0

2	Post Incident resources ( Footprint / Current Points of Presence, Investigation Capacity Research and Development Capacity)		30%	Score
	<b>Test criteria for Pass or Fail:</b> <b>As indicated in Technical Plan.</b> <b>Score 5 = 20%</b> <b>Score 3 = 12%</b> <b>Score 1 = 4%</b> <b>Score 0 = 0%</b>	Yes - Nationally available except R&D	30%	5
		Yes - Partially National except R&D	18%	3
		Yes - Single Province	6%	1
		No Footprint	0%	0
3	<b>RISK</b>		<b>10%</b>	<b>Score</b>
	<b>Total Scores for the Evaluation : Risk Management System, will be imported from the Risk Evaluation Methodology. RFP Annexure " G "</b>  <b>5 Points</b> will be allocated should the bidder fully comply to the required Risk criteris as per Score 14 to 16 Marks on the Risk Evaluation Methodology. RFP Annexure " G " <b>4 Points</b> will be allocated should the bidder Score 11 to 13 Marks on the Risk Evaluation Methodology. RFP Annexure " G " <b>3 Points</b> will be allocated should the bidder Score 8 to 10 Marks on the Risk Evaluation Methodology. RFP Annexure " G " <b>2 Points</b> will be allocated should the bidder Score 5 to 7 Marks on the Risk Evaluation Methodology. RFP Annexure " G " <b>1 Point</b> will be allocated should the bidder Score 2 to 4 Marks on the Risk Evaluation Methodology. RFP Annexure " G " <b>0 Points</b> will be allocated should the bidder Score ≤ 1 Marks on the Risk Evaluation Methodology. RFP Annexure " G "	Fully Compliant With Questionnaire	10%	5
		Compliance With Questionnaire	8%	4
		Compliance With Questionnaire	6%	3
		Compliance With Questionnaire	4%	2
		Compliance With Questionnaire	2%	1
		Non-Compliant	0%	0
4	<b>HEALTH AND SAFETY</b>		<b>10%</b>	<b>Score</b>
	<b>Total Scores from the Evaluation : SHE Management System will imported from the SHE Evaluation document. RFP Annexure " H "</b>  <b>5 Points</b> will be allocated should the bidder Score 50 Marks on the SHE Evaluation Document RFP Annexure " H " <b>4 Points</b> will be allocated should the bidder Score 40 to 49 Marks on the SHE Evaluation Document RFP Annexure " H " <b>3 Points</b> will be allocated should the bidder Score 30 to 39 Marks on the SHE Evaluation Document RFP Annexure " H " <b>2 Points</b> will be allocated should the bidder Score 20 to 29 Marks on the SHE Evaluation Document RFP Annexure " H " <b>1 Point</b> will be allocated should the bidder Score 10 to 19 Marks on the SHE Evaluation Document RFP Annexure " H " <b>0 Points</b> will be allocated should the bidder Score below 10 Marks on the SHE Evaluation Document RFP Annexure " H "	Fully Compliant With Questionnaire	10%	5
		Compliance With Questionnaire	8%	4
		Compliance With Questionnaire	6%	3
		Compliance With Questionnaire	4%	2
		Compliance With Questionnaire	2%	1
		Non-Compliant	0%	0
	<b>Total Score</b>		<b>100%</b>	<b>Score</b>

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"> <li>Commercial offer</li> </ul>	<i>Section 4</i>

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

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

Where:

<i>Ps</i>	=	Score for the Bid under consideration
<i>Pt</i>	=	Price of Bid under consideration
<i>Pmin</i>	=	Price of lowest acceptable Bid

***Respondents will be required to complete the Pricing Schedule in Section 4 for pricing.***

***Final Price scores will be rounded off to the nearest 2 (two) decimal places.***

##### 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 below:

<b><i>B-BBEE Status Level of Contributor</i></b>	<b><i>Number of points (90/10 system)</i></b>
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

Thresholds	Minimum Threshold
Technical Compliance to Specification	100
Technical demonstration	90
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

**6.5 STEP FIVE: Post Tender Negotiations (if applicable)**

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
  - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).
- Over and above the negotiating of prices with the preferred bidder to get a market-related price, Transnet may engage preferred bidder(s) to negotiate reduced rates before or after the award of business to achieve cost effectiveness in all its contracts.

**6.6 STEP SIX: Objective Criteria**

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

- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
- the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
- a due diligence to assess functional capability and capacity. This could include a site visit;
- A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
- Reputational and Brand risks



6.7 **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.

## SECTION 4: PRICING AND DELIVERY SCHEDULE

*Respondents are required to complete the table below:*

**FOR THE SUPPLY OF FREIGHT PROTECTION SERVICES AND SECURITY MONITORING SERVICES BY RENDERING A SERVICE FOR THE SUPPLY, FITTING, AND REMOVAL OF LOCKING DEVICES PLACED ON CONTAINERS, RAIL WAGONS AND RAIL TANKERS AS WELL AS THE DETECTION OF TAMPERING OR INTERFERENCE ON THESE LOCKING DEVICES AT POINTS OF DEPARTURE AND ARRIVAL DESTINATIONS FOR TRANSNET FREIGHT RAIL WITHIN AND OUTSIDE SOUTH AFRICAN BORDERS FOR A PERIOD OF THREE (3) YEARS**

**CLOSING DATE: 25 May 2022**

**CLOSING TIME: 10:00 am**

**VALIDITY PERIOD: One Hundred and Eighty (180) days from Closing Date (1 February 2022)**

HOAC-HO-35173- Pricing Schedule				
Description	Estimated Quantity	Year 1 Price per Set /Units excl. Vat [ZAR]	Year 2 Price per Set /Units excl. Vat [ZAR]	Year 3 Price per Set / units excl. Vat [ZAR]
1. Lock for Containers (incl. Locking, Unlocking Service)	> 12000 units per month			
2. Lock for Containers (incl. Locking, Protection, Monitoring, Tamper Alarm and Unlocking Service)	≤ 1000 units per month			
3. Lock for Sugar Wagon (incl. Locking, Unlocking Service)	Require 400 lock sets per month ( Comprising lock(s) to secure one top and four bottom access points/hatches) to move on average 2000 wagons per month in season			
4. Lock for Beer Wagon (incl. Locking, Unlocking Service)	Require 300 lock sets per month ( Comprising locks to secure two access points/doors) to move on average 400 wagons per month			

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

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

**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) 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](http://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 DPIIP or FPPO (as defined in the Policy) by completing the following section:

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

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

## 2. 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:

### 2.1. Quality and specification of Services delivered:

---



---

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 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 Services within 2 [two] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

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 Services due to non-performance by ourselves, , etc.

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

#### ADDRESS FOR NOTICES

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

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

Name of Entity: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

#### NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier/Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

#### VALIDITY PERIOD

Transnet requires a validity period of 180 Business Days [from closing date] against this RFP, which ends on [1 February 2022], 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)

\_\_\_\_\_  
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	<b><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></b>
Returnable Documents Used for Scoring	<b><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></b>
Essential Returnable Documents	<b><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></b>

**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:

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
SECTION 1: SBD1 Form	
SECTION 4 : Pricing and Delivery Schedule	
ANNEXURE A: Technical Compliance Document	
SECTION 17: Declaration of Operational Readiness Commitment	
PSIRA Registration documents of all Company Directors or CC members, indicating at least Grade B qualification	
Valid Letter of Good Standing from PSIRA	
Criminal record clearance certificates for all company directors or CC members	
Valid Letter of Good Standing from the Compensation Fund (COID)	

Respondent's Signature

Date &amp; Company Stamp

**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:

<b><u>RETURNABLE DOCUMENTS USED FOR SCORING</u></b>	<b>SUBMITTED [Yes or No]</b>
Detailed Project Plan / Method Statement including but not limited to the following; <ul style="list-style-type: none"> <li>○ <i>Demonstrate Capacity / Ability to Deploy 20 000 Locks (Provide Roll Out Plan)</i></li> <li>○ <i>Logistics/ Management of Movement of Locks.</i></li> <li>○ <i>Security of devices / Mechanisms / Keys used</i></li> <li>○ <i>Contingency Plans</i></li> <li>○ <i>Human Resources and Vehicle Deployment Plans</i></li> </ul>	
ANNEXURE H: SHE Management System Questionnaire completed with supporting documents.	
ANNEXURE G: Risk Management / Guideline with supporting documents.	

**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



ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
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 : B-BBEE Preference Claim Form	
SECTION 10 : Certificate of attendance of compulsory RFP Briefing Meeting "Day 1"	
SECTION 11 : Certificate of attendance of compulsory RFP Site Meeting "Day 1"	
SECTION 12 : Certificate of attendance of compulsory RFP Site Meeting "Day 2"	
SECTION 13 : Certificate of attendance of compulsory RFP Site Meeting "Day 3"	
SECTION 14: SBD 9 - Certificate Of Independent Bid Determination	
SECTION 15: Job-Creation Schedule	
SECTION 16: SBD 5 (NIPP)	
SECTION 17: Protection of Personal Information	
Insurance Policy & an original letter from the Insurer indicating the validity of the policy and the minimum value of R1 200 000.00 for each container.	
Company / Close Corporation Structure / Organogram	
Company / Close Corporation Profile	
E4E – Transnet SHE Specification for Contractors	
Documentary proof [ e.g. Embassy confirmation of work permit requirements or as the case may be, registration as an employer and company, and other licenses or permits required i.e. Telemetry] that the company has permission to perform the service in Lesotho, Botswana and Swaziland. [ Bidder must ensure compliance]	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this 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.

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 Respondent's Signature

---

 Date & Company Stamp

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 –ANNEXURE K
2	Master Agreement and SLA attached –ANNEXURE B and C
3	Transnet's Supplier Integrity Pact –ANNEXURE F
4	Non-disclosure Agreement-ANNEXURE E
5	Supplier Declaration – ANNEXURE D

**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

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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

ADDRESS:

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Indicate nature of relationship with Transnet:

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***[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.

#### **DECLARATION OF INTEREST REGARDING PERSONS EMPLOYED BY THE STATE (SBD4)**

12. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

#### **13. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:**

13.1. Full Name of bidder or his or her representative: .....

13.2. Identity Number: .....

---

<sup>1</sup> "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

13.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

13.4. Company Registration Number: .....

13.5. Tax Reference Number: .....

13.6. VAT Registration Number: .....

13.7. Are you or any person connected with the bidder presently employed by the state?	<b>YES / NO</b>
13.7.1. If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:	.....
Name of state institution at which you or the person connected to the bidder is employed :	.....
Position occupied in the state institution:	.....
Any other particulars:	.....
13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	<b>YES / NO</b>
13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	<b>YES / NO</b>
13.8.2. If no, furnish reasons for non-submission of such proof:	.....
13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	<b>YES / NO</b>
13.9.1. If so, furnish particulars:	.....
13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>
13.10.1. If so, furnish particulars:	.....
13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>
13.11.1. If so, furnish particulars:	.....

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

13.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	<b>YES / NO</b>
13.12.1. If so, furnish particulars:	.....

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 14 below.

#### 14. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

#### BREACH OF LAW

15. 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:

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

---

Respondent's Signature

---

Date & Company Stamp



Date & Company Stamp

**SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to 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 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
<b>PRICE</b>	<b>90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

1.6 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"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise 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);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 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
- $P_{\min}$  = Comparative price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

<b>Enterprise</b>	<b>B-BBEE Certificate &amp; Sworn Affidavit</b>
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>3</sup></b>	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.

<sup>3</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

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

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 10 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements 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: CERTIFICATE OF ATTENDANCE OF NON-COMPULSORY RFP BRIEFING**

***1 Houer Road, City Deep, Admin Building, Ground Floor Board Room on, 5 May 2022, at 10:00 am  
for a duration of ± 2 hours***

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ *[name of entity]*

attended the RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP on  
\_\_\_\_\_20\_\_\_\_

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

**NOTE:**

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**SECTION 11: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP SITE VISIT (CITY DEEP)****1 Houer Road, City Deep, Admin Building, Ground Floor Board Room on, 5 May 2022 Directly after the Briefing Session for a duration of ± 2 hours**

It is hereby certified that –

---

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Representative(s) of \_\_\_\_\_ [name of entity]

attended the RFP briefing in respect of the proposed Services to be rendered in terms of this RFP on  
\_\_\_\_\_20\_\_\_\_

---

TRANSNET REPRESENTATIVE

---

RESPONDENT REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

---

Respondent's Signature

---

Date & Company Stamp



**SECTION 12: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP SITE VISIT  
(SENTRARAND)****1 Durandt Street, Sentrarand, Admin Building, First Floor Board Room, Sentrarand on 6 May 2022, at 10:00 for a duration of ± 2 hours**

It is hereby certified that –

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Representative(s) of \_\_\_\_\_ [name of entity]

attended the RFP briefing in respect of the proposed Services to be rendered in terms of this RFP on  
\_\_\_\_\_20\_\_\_\_

---

TRANSNET REPRESENTATIVE

DATE \_\_\_\_\_

---

RESPONDENT REPRESENTATIVE

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

**SECTION 13: SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. has been requested to submit a bid in response to this bid invitation;
  - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium<sup>4</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. geographical area where product or service will be rendered (market allocation)
  - c. methods, factors or formulas used to calculate prices;

---

<sup>4</sup> 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.

- d. the intention or decision to submit or not to submit, a bid;
  - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SECTION 14: JOB-CREATION SCHEDULE****(Please ensure that you return this schedule with your bid submission)**

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

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

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

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

(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			

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

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

<b>Year 1</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
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				

<b>Year 2</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
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				

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 Respondent's Signature

---

 Date & Company Stamp

<b>Year 3</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
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				

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 Respondent's Signature

---

 Date & Company Stamp

**SECTION 15: SBD 5**

This document must be signed and submitted together with your bid

**THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME****INTRODUCTION**

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

**1. PILLARS OF THE PROGRAMME**

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

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp



## 2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

## 4. PROCESS TO SATISFY THE NIPP OBLIGATION

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

Bid number .....

Closing date: .....

Name of bidder.....

Postal address .....

.....

Signature.....

Name (in print).....

Date.....

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**SECTION 16: 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

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Respondent's Signature

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Date & Company Stamp

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:**

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

Signature of Respondent's authorised representative: \_\_\_\_\_

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

**SECTION 17: DECLARATION OF OPERATIONAL READINESS COMMITMENT**

I/We \_\_\_\_\_

hereby agree/do not agree [Delete as applicable] to commit to no less than 12 000 locks comprising the different types of locks required for the different commodities / operations for this project, at commencement of the contract, if awarded the contract.

I/We do hereby certify that the operational readiness commitment made in relation to this RFP is solely in relation to this transaction and is not duplicated in relation to any other contracts that I/we have secured with any other organ of state including other State Owned Companies.

Furthermore, I/we do hereby declare that this undertaking also applies to any other contracts that I may have secured with Transnet including other Transnet Operating Divisions/Specialist Units. For the purposes of verification of this undertaking, the following is a list of contracts with clamps/ clamping unit commitments that I/we have secured with Transnet:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT