

**Transnet Port Terminals**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP]**

**FOR THE PROVISION OF CANTEEN AND CATERING SERVICES FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE NGQURA CONTAINER TERMINAL (NCT) AND PORT OF PORT ELIZABETH (PE) FOR A PERIOD OF THREE (3) YEARS.**

<b>RFP NUMBER</b>	<b>iCLM PE 752/TPT</b>
<b>ISSUE DATE:</b>	<b>30 May 2025</b>
<b>BRIEFING:</b>	<b>18 June 2025 – Compulsory @ 10:00</b>
<b>CLOSING DATE:</b>	<b>27 June 2025</b>
<b>CLOSING TIME:</b>	<b>23:00 pm</b>
<b>BID VALIDITY PERIOD:</b>	<b>180 Business Days from Closing Date</b>

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

**MANDATORY ELIGIBILITY RETURNABLE DOCUMENTS:**

- Eligibility criteria: Valid Letter of good standing/ COIDA certificate. ***Refer to returnable schedule. E1***
- Eligibility criteria: Valid food handling certificate. ***Refer to returnable schedule. E2***
- Eligibility criteria: Chef certificate/qualification with years of experience not less than two (2) years. ***Refer to returnable schedule. E3***
- SECTION 10: Certificate of attendance of **compulsory** RFP briefing

**SCHEDULE OF BID DOCUMENTS**

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- Mandatory Eligibility returnable schedule-**E1**
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- Returnable documents for scoring-**T3**
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**ANNEXURE D** - TRANSNET'S GENERAL BID CONDITIONS

**ANNEXURE E** - TRANSNET'S SUPPLIER INTEGRITY PACT

**ANNEXURE F** - NON-DISCLOSURE AGREEMENT

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Respondent's Signature

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Date & Company Stamp

**PROVISION OF CANTEEN AND CATERING SERVICES FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE NGQURA CONTAINER TERMINAL (NCT) AND PORT OF PORT ELIZABETH (PE) 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 PORT TERMINAL, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	<b>iCLM PE 752/TPT</b>	ISSUE DATE:	<b>30 May 2025</b>	CLOSING DATE:	<b>27 June 2025</b>	CLOSING TIME:	<b>23:00pm</b>
DESCRIPTION	<b>PROVISION OF CANTEEN AND CATERING SERVICES FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE NGQURA CONTAINER TERMINAL (NCT) AND PORT OF PORT ELIZABETH (PE) FOR A PERIOD OF THREE (3) YEARS.</b>						
<b>BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS</b>							
<i>(please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):</i> <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a>							
<b>BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>							
CONTACT PERSON	<b>Bellinda Stemele</b>						
TELEPHONE NUMBER	<b>0415078471</b>						
FACSIMILE NUMBER	<b>N/A</b>						
E-MAIL ADDRESS	<b>Bellinda.stemele@transnet.net</b>						
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.							
	TCP PIN			OR	CSD NO		
SUPPLIER COMPLIANCE STATUS	<input type="checkbox"/> Yes  <input type="checkbox"/> No			OR	<b>BBEE STATUS LEVEL SWORN AFFIDAVIT</b>		

Respondent's Signature

Date & Company Stamp

If Yes, Who was the Certificate issued by?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
		NAME:	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]**

<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 THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]
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Signature of the Bidder	Date:
.....	.....

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

DOES BIDDER HAVE A BRANCH IN THE RSA?  YES  
 NO

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

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

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

Respondent's Signature

Date & Company Stamp

1.7 RESPONDENTS ARE REQUIRED TO SELF-REGISTER ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD) WHICH HAS BEEN ESTABLISHED TO CENTRALLY ADMINISTER SUPPLIER INFORMATION FOR ALL ORGANS OF STATE AND FACILITATE THE VERIFICATION OF CERTAIN KEY SUPPLIER INFORMATION. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT [HTTPS://SECURE.CSD.GOV.ZA/](https://secure.csd.gov.za/).

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

SIGNATURE OF BIDDER: .....

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

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

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

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

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

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

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

<b>DESCRIPTION</b>	<b>PROVISION OF CANTEEN AND CATERING SERVICES FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE NGQURA CONTAINER TERMINAL (NCT) AND PORT OF PORT ELIZABETH (PE) FOR A PERIOD OF THREE (3) YEARS.</b>
<b>TENDER ADVERT</b>	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website only. If you receive tender adverts for Transnet in any other platform other than the ones mentioned, it is your duty to verify the authenticity, accuracy, latest updates and reliability of the information with the platforms mentioned. Should both 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>	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. To download RFP and Annexures: <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> Once the tender has been in the list, click on the "Tender documents" tab and process to download all uploaded documents.  The RFP may also be downloaded from the Transnet Portal at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (
<b>COMMUNICATION</b>	Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form  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.  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.
<b>BRIEFING SESSION</b>	<b>Yes – Compulsory on 18 June 2025 @ 10:00</b> 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:Bellinda.stemele@transnet.net">Bellinda.stemele@transnet.net</a>

	<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>23:00 pm on Friday 27 June 2025</b></p> <p>Bidders must ensure that bids are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration.</p> <p>Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.</p> <p>Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.</p>
<b>VALIDITY PERIOD</b>	<p><b>180 Business Days from Closing Date</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>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>

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

## 2 FORMAL BRIEFING

A **compulsory** pre-proposal RFP briefing will be conducted at Port Elizabeth-Transnet Port Terminals, Green Street, North End. *NRE Garage SCM Boardroom* on the **18 June 2025 at 10:00am** for a period of ± 1hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 *A Certificate of Attendance in the form set out in **Section 10** hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** RFP briefing.*
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.
- 2.3 Respondents are encouraged to bring a copy of the RFP to the site RFP briefing.

### 3 PROPOSAL SUBMISSION

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

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

- a) Log on to the Transnet eTenders management platform website/ Portal ([transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net))
- b) Click on "ADVERTISED TENDERS" to view advertised tenders;
- c) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all mandatory information is completed) OR;
- d) to sign in if already registered;
- e) Toggle (click to switch) the "Log an Intent" button to submit a bid;
- f) Submit bid documents by uploading them into the system against each tender selected.
- g) Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.
- h) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
- i) No late submissions will be accepted. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)
- j) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- k) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- l) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- m) A detailed bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)

#### 4 RFP INSTRUCTIONS

- 4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

#### 5 JOINT VENTURES OR CONSORTIUMS

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

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

##### COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)

- 5.1 For specific clarification relating to this RFP, an RFP Clarification Request Form should be submitted to [**Bellinda Stemele**] before **12:00 pm on 23 June 2025**, 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.
- 5.2 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to [groupscmcomplaints@transnet.net](mailto:groupscmcomplaints@transnet.net). Once the complaint has been

submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.

- 5.3 After the closing date of the RFP, a Respondent may only communicate with the name of delegated individual (**Bellinda Stemele**), at telephone number **041 5078471**, email [Bellinda.stemele@transnet.net](mailto:bellinda.stemele@transnet.net) on any matter relating to its RFP Proposal.
- 5.4 Respondents are to note that changes to its submission will not be considered after the closing date.
- 5.5 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 5.6 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 5.7 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

## 6 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.

## 7 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.

## 8 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.

## 9 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:

- 9.1 modify the RFP's Services.

- 9.2 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 9.3 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 9.4 split the award of the contract between more than one Supplier/Service provider, as may be explicitly articulated in the conditions or objective criteria to this RFP;
- 9.5 cancel the bid process;
- 9.6 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 9.7 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 9.8 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 9.9 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 9.10 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.
- 9.11 Request a bidder to furnish further information relating to its Environmental, Social and Governance (ESG) standing at any stage of the procurement or contracting process. This information may not be used for purposes of evaluation and/or disqualify bidder but may be use for purpose of record and analysis of ESG compliance.
- 9.12 Where sub-contracting is applied in a tender, conduct due diligence assessment on the sub-contractor(s) and this may entail requesting the bidder to provide further information relating to the sub-contractor(s) or directly requesting the information from the sub-contractor(s) as well as conducting any necessary investigations on the sub-contractor(s) to detect issues of "FRONTING".

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

**10 LEGAL REVIEW**

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

**11 SECURITY CLEARANCE**

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

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

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



Email: [Transnet.Reportit@outlook.com](mailto:Transnet.Reportit@outlook.com)

Toll free: 0800 003 056

SMS: 0637867403

Please Call Me number: \*120\*0637867403

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

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

### 1 BACKGROUND

Transnet Port Terminals operating at the Ngqura Container Terminal (NCT) and Port of Port Elizabeth (PE), has two world class canteen facilities, serving about +/-600 employees in PE and +/-800 employees at NCT. To this end, TPT would like to outsource the management of the canteen to suitable provider.

### 2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its canteen and catering services 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 REQUIREMENTS

- 3.1 Bidders are referred to "**Annexure A**" referencing the scope of work for the provision of canteen and catering services at Ngqura Container Terminal and Port of Port Elizabeth Terminals.

**4 GREEN ECONOMY / CARBON FOOTPRINT**

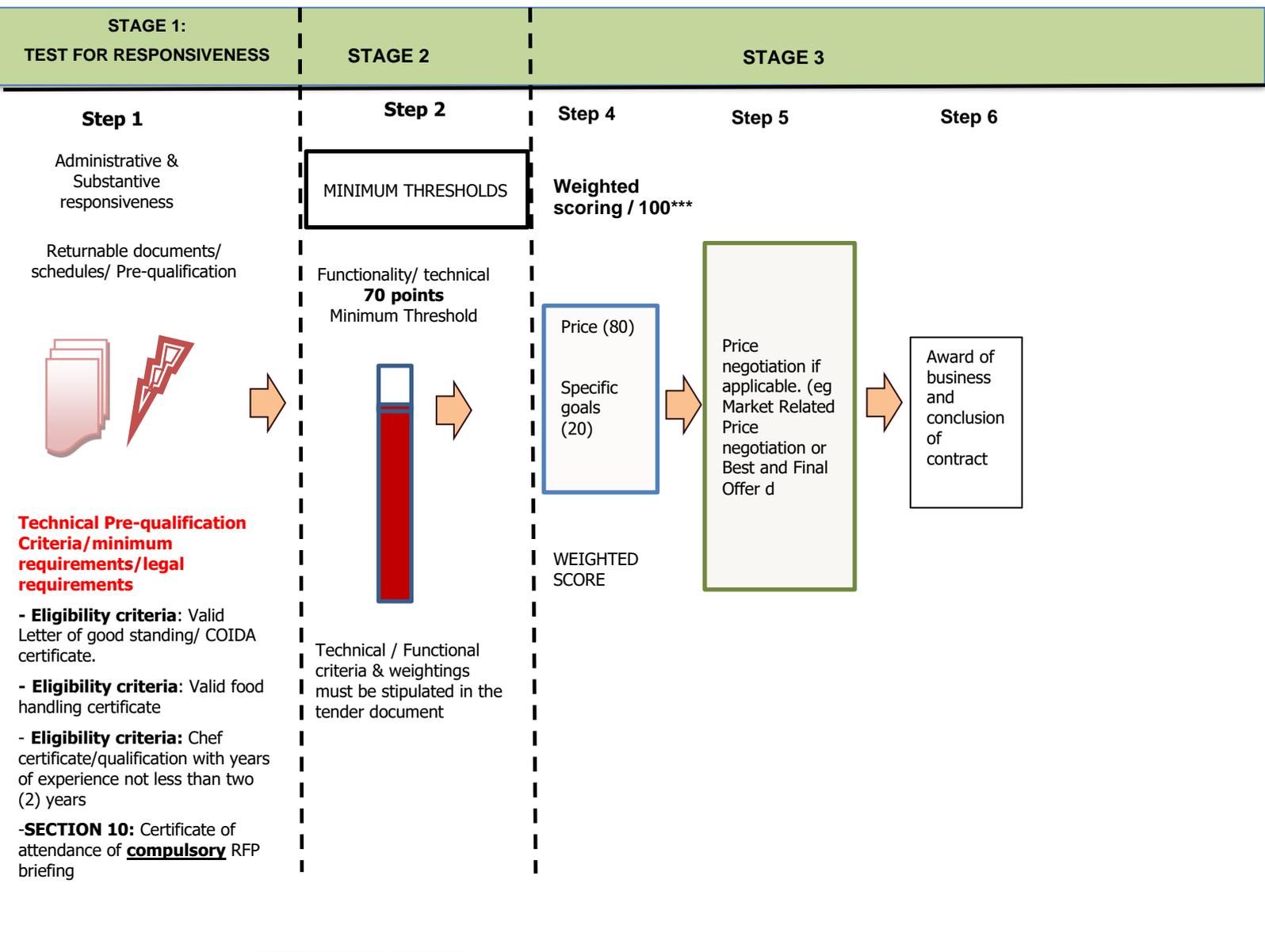
Transnet wishes to have an understanding of your company’s position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity’s policies in this regard.*

**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 [INDICATE APPROPRIATE CRITERIA - REMOVE / ADD WHERE NECESSARY]**

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



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

#### 6.1 STEP ONE: Test for Administrative and Substantive Responsiveness

The test for administrative responsiveness will include the following:

<b>Administrative responsiveness check</b>	<b>RFP Reference</b>
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 5</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 5</i>
<ul style="list-style-type: none"> <li>Verify if the Bid document has been duly signed by the authorised respondent</li> </ul>	<i>All sections</i>
<ul style="list-style-type: none"> <li>Whether any general and legislation qualification criteria set by Transnet, have been met</li> </ul>	<i>All sections</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer</li> </ul>	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Entity's financial stability</li> </ul>	
<ul style="list-style-type: none"> <li>Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows:               <ul style="list-style-type: none"> <li><b>Eligibility criteria:</b> Valid Letter of good standing/ COIDA certificate.</li> <li><b>Eligibility criteria:</b> Valid food handling certificate</li> <li><b>Eligibility criteria:</b> Chef certificate/qualification with years of experience not less than two (2) years.</li> </ul> </li> </ul>	<b><i>Refer to returnable schedule. E1; E2 &amp; E3</i></b>
<b>Check for substantive responsiveness</b>	<b>RFP Reference</b>
<ul style="list-style-type: none"> <li>Whether any general and legislation qualification criteria set by Transnet, have been met</li> </ul>	<i>All sections including Section 2 paragraphs, 2.2, 6, General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule</li> </ul>	<i>Section 4</i>

<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
Mandatory Eligibility criteria: Valid Letter of good standing/ COIDA certificate.	<b>Refer to returnable schedule. E1</b>
Mandatory Eligibility criteria: Valid food handling certificate	<b>Refer to returnable schedule. E2</b>
Mandatory Eligibility criteria: Chef certificate/qualification with years of experience not less than two (2) years	<b>Refer to returnable schedule. E3</b>

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

## 6.2 STEP TWO: Minimum Threshold 70 points for Technical Criteria

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

Technical Evaluation Criteria	Points Weightings	Scoring guideline
<p><b>REFERENCES</b> - Bidder to submit Two (2) reference letters from companies that they have provided with a similar canteen service - the reference letters must not be dated older than one (1) year. Reference letters must be on the client's letterhead, dated and signed.</p>	15	<p><b>15=</b> Two (2) reference letters submitted, not older than one (1) year and it is on a letter head, dated and signed</p> <p><b>0 =</b> Submitted less than two (2) reference letters</p>
<p><b>EXPERIENCE</b> - TPT requires three (3) years of experience in the catering and canteen services. Letters from Transnet SOC Ltd will be evaluated per OD. <b>Refer to returnable schedule T1</b></p>	15	<p><b>15=</b> Three (3) years of experience in Catering and Canteen service.</p> <p><b>0 =</b> Less than three (3) years of experience in Catering and Canteen service.</p>
<p>Bidder to submit training program in line with HACCP and SOP and documents that support HACCP Program critical elements/requirements Food safety policy, Temperature of storage, receiving of foods, writing off expired foods, labelling) and any other crucial control points that affect the handling and preparing of foods). <b>Refer to returnable T2</b></p>	25	<p><b>25 =</b>SOPs and documents of HACCP Program and HACCP Program (Five and above)</p> <p><b>20=</b>SOPs and documents of HACCP Program and HACCP Program (Four)</p>

Technical Evaluation Criteria	Points Weightings	Scoring guideline
		<p><b>15</b>=SOPs and documents of HACCP Program and HACCP Program (Three)</p> <p><b>0</b> = No documents submitted for SOPs and HACCP Program (less than 3)</p>
<p>Bidder to have training record or certificates as per their HACCP programme, relevant to canteen and catering services. <b>Refer to returnable T3</b></p>	15	<p><b>15</b> = record or certificates as per their HACCP programme, relevant to canteen and catering services</p> <p><b>0</b> = No record or certificates as per their HACCP programme, relevant to canteen and catering services</p>
<p>Bidder to submit a comprehensive Operational management plan giving details on the day-to-day operation of the canteen facility. The plan should cover the following (but not limited to): menu, staff (absenteeism), rodent control, billing system, waste management, housekeeping, managing of peak queues. <b>Refer to returnable schedule T4</b></p>	15	<p>Points on the operational management plan submitted will be allocated as follows:</p> <p>Menu = <b>3</b></p> <p>Staff (absenteeism)= <b>2</b></p> <p>Rodent Control = <b>2</b></p> <p>Billing system= <b>2</b></p> <p>Waste Management <b>2</b></p> <p>Housekeeping <b>2</b></p> <p>Managing of peak queues = <b>2</b></p>
<p>Bidder to provide Business Continuity plan: The plan to cover, but not limited to, the following: contingency plan, labour workforce, transport arrangements, strike, staff, communication protocol and emergency planning. <b>Refer to returnable schedule T5</b></p>	15	<p>Points on the Business continuity Plan submitted will be allocated as follows:</p> <p>Contingency plan= <b>3</b></p> <p>Labour workforce= <b>2</b></p> <p>Transport arrangement= <b>2</b></p> <p>Strike= <b>2</b></p> <p>Management and team= <b>2</b></p> <p>Communication protocol= <b>2</b></p>

Technical Evaluation Criteria	Points Weightings	Scoring guideline
		<i>Emergency planning=2</i>
<b>Total Weighting:</b>	<b>100</b>	
<b>Minimum qualifying score required:</b>	<b>70</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 Two] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation***

### 6.3 STEP THREE Evaluation and Final Weighted Scoring

a) **Price and TCO Criteria** [Weighted score 80 points]:

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

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

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

Where:

- Ps* = Score for the Bid under consideration  
*Pt* = Price of Bid under consideration  
*Pmin* = Price of lowest acceptable Bid

- b) **Specific Goals** [Weighted score 20 point]
- Specific goals preference points claim form
  - Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

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

Thresholds	Minimum Threshold
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
Specific goals - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

#### 6.5 **STEP FIVE: Price Negotiations (if applicable)**

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

#### 6.6 **STEP SIX: 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). where applicable.

- Alternatively, acceptance of a letter of award by the Successful Respondent. will constitute the final contract read together with their RFQ response and the Standard Terms and Conditions. This will be stated in the letter of award.

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Respondent's Signature

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Date & Company Stamp

**SECTION 4: PRICING AND DELIVERY SCHEDULE**

*Respondents are required to complete the table below:*

**REFER TO ANNEXURE B – PRICING SCHEDULE**

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

**Notes to Pricing:**

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
  - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
  - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
  - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

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

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- f) 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.
- g) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration of 3 years (36 months). [Not to be confused with bid validity period Section 2, clause 1]

<b>YES</b>	
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**1. DISCLOSURE OF CONTRACT INFORMATION****PRICES TENDERED**

Respondents are to note that, on award of business, Transnet is required to publish the outcome of the RFQ and information of the successful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 09 of 2022/2023.

**JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS**

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

**DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)**

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

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

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

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

		(Nature of interest/ Participation)			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. PRICE REVIEW**

The successful Respondent(s) [the Service provider] will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Service provider’s price(s) is/are found to be higher than the benchmarked price(s), then the Service providers shall match or better such price(s) within 30 [thirty] calendar days, failing which the contract may be terminated at Transnet’s discretion or the item(s) or service(s) purchased outside the contract.

**3. SERVICE LEVELS**

- 3.1 An experienced national account representative(s) is required to work with Transnet’s procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 3.2 Transnet will have on-going reviews with the Service provider’s account representative, to be measured as per the service level agreement document attached as annexure C.
- 3.3 Transnet reserves the right to request that any member of the Service provider’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 3.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
  - a) To be in line with the service level agreement (SLA) document attached as annexure C.
- 3.5 The Service provider must provide a telephone number for customer service calls.
- 3.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days’ notice to the Service provider of its intention to do so.

**Acceptance of Service Levels:**

<b>YES</b>	
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<b>NO</b>	
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**4. RISK**

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

**4.1 Quality and specification of Services delivered:**

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

**4.2 Continuity of supply:**

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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

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

2 \_\_\_\_\_  
Name \_\_\_\_\_

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS**

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

—  
[name of entity, company, close corporation or partnership] of [full address]

\_\_\_\_\_

\_\_\_\_\_ carrying on business trading/operating as

\_\_\_\_\_

represented

by \_\_\_\_\_

in my capacity as

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

### **ADDRESS FOR NOTICES**

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

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

Name of Entity:

---

—

Facsimile:

---

—

Address:

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—

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—

**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. Transnet will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

**VALIDITY PERIOD**

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

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

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

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

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

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

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**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 4: Pricing and Delivery Schedule - <b>Refer to Annexure B</b>	
Eligibility criteria: Valid Letter of good standing/ COIDA certificate. <b><i>Refer to returnable schedule. E1</i></b>	
Eligibility criteria: Valid food handling certificate. <b><i>Refer to returnable schedule. E2</i></b>	
Eligibility criteria: Chef certificate/qualification with years of experience not less than two (2) years. <b><i>Refer to returnable schedule. E3</i></b>	
SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING	

**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>
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	
<p>Bidder to submit Two (2) reference letters from companies that they have provided with a similar canteen service - the reference letters must not be dated older than one (1) year. Reference letters must be on the client's letterhead, dated and signed.</p> <p>The letter should clearly stipulate the number of years the was rendered (TPT requires three (3) years of experience in the catering and canteen services. Letters from Transnet SOC Ltd will be evaluated per OD. <b>Refer to returnable schedule T1</b></p>	
Bidder to submit training program in line with HACCP and SOP and documents that support HACCP Program critical elements/requirements Food safety policy, Temperature of storage, receiving of foods, writing off expired foods, labelling) and any other crucial control points that affect the handling and preparing of foods). <b>Refer to returnable T2</b>	
Bidder to have training record or certificates as per their HACCP programme, relevant to canteen and catering services. <b>Refer to returnable T3</b>	
Bidder to submit a comprehensive Operational management plan giving details on the day-to-day operation of the canteen facility. The plan should cover the following (but not limited to): menu, staff (absenteeism), rodent control, billing system, waste management, housekeeping, managing of peak queues. <b>Refer to returnable schedule T4</b>	
Bidder to provide Business Continuity plan: The plan to cover, but not limited to, the following: contingency plan, labour workforce, transport arrangements, strike, staff, communication protocol and emergency planning. <b>Refer to returnable schedule T5</b>	

**c) Essential Returnable Documents:**

, Respondents are further required to submit the following **Essential Returnable Documents** with their RFP and to confirm submission of these documents by so indicating [Yes or No] in the table below:

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Section 1: SBD1 Form	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 8: RFP CLARIFICATION REQUEST FORM	
SECTION 9: SPECIFIC GOALS POINTS CLAIM FORM	
SECTION 10: Certificate of attendance of compulsory RFP Briefing	
SECTION 11: PROTECTION OF PERSONAL INFORMATION	
Proof of CSD registration	
Valid TAX Pin	
Directors ID's	

The successful Respondent will be required to ensure the validity of all returnable documents, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

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

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

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

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

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

**SECTION 6: RFQ DECLARATION CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM  
WITH RFP**

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

1	Transnet's General Bid Conditions
2	Master Agreement and SLA attached
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Specifications and drawings attached to this RFP

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

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

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

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

**SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM**

We hereby certify that:

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

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

ADDRESS:

---

—

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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]***

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

#### **BIDDER'S DISCLOSURE (SBD4)**

### **12 PURPOSE OF THE FORM**

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

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

### **13 Bidder's declaration**

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

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

Full Name	Identity Number	Name of State institution

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

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
.....

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

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
.....

**14 DECLARATION**

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

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

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

- 14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

#### **BREACH OF LAW**

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) ***have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court

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<sup>2</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.

of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

\_\_\_\_\_

\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

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

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

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

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

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



**SECTION 9: SPECIFIC GOALS POINTS CLAIM FORM**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

Either the 80/20 preference point system will apply Preference points for this bid shall be awarded for:

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

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

Specific Goals	POINTS
<b>PRICE</b>	<b>80</b>
B-BBEE LEVEL 1 or 2	<b>10</b>
Promotion of Exempted Micro Enterprises (EMEs) or Qualifying Small Business Enterprises (QSEs) owned by black people (at least 51% BO).	<b>10</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

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

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

the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	10
Promotion of Exempted Micro Enterprises (EMEs) or Qualifying Small Business Enterprises (QSEs) owned by black people (at least 51% BO).	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

#### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<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.

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED**

- 6.1 B-BBEE Status Level of Contribution: . = ..... (maximum of 20 points)  
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

\_\_\_\_\_

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional Service provider
- Other Service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction

of the purchaser that the claims are correct;

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

WITNESSES
1. ....
2. ....

..... SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS.....

**SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING**

It is hereby certified that –

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

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

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’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.

**SECTION 11: PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any

information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

**Respondents are required to provide consent below:**

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

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

**ANNEXURE A****SCOPE OF WORK**

**PROVISION OF CANTEEN AND CATERING SERVICES FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE NGQURA CONTAINER TERMINAL (NCT) AND PORT OF PORT ELIZABETH (PE) FOR A PERIOD OF THREE (3) YEARS.**

**1. BACKGROUND**

**TRANSNET PORT TERMINALS OPERATING AT THE NGQURA CONTAINER TERMINAL AND PORT OF PORT ELIZABETH, HAS TWO WORLD CLASS CANTEEN FACILITIES, SERVING ABOUT +/- 600 EMPLOYEES IN PE AND +/- 800 EMPLOYEES AT NCT. TO THIS END, TPT WOULD LIKE TO OUTSOURCE THE MANAGEMENT OF THE CANTEEN TO A SUITABLE PROVIDER.**

**2. OBLIGATIONS OF THE CONTRACTOR**

The Contractor shall:

- 2.1. Provide all employees, or personnel, and supervision necessary for the proper, efficient, timeous, safe and compliant provision of the services for TPT. The services will be performed in such a way that all Canteen and Catering services will be provided timeously and in accordance with this Request for Proposal.
- 2.2. Provide and make available such Equipment (catering equipment) and Vehicle(s), and any utility as may be necessary for the performance of the services, all of which shall be maintained by the Contractor in good working order and condition at all times. If there is a breakdown of the Contractor's vehicle(s) on site, if oil spillages occur on TPT sites, these will be for the Contractors cost to clean up.
- 2.3. Contractor will be responsible for procuring materials, prepare food and/or snacks, coffee and other beverages in accordance with the food industry standards, the prevailing legislation (HACCP System and R.918) and in terms of this Request for Proposal whilst ensuring that no food preparation other than specified takes place on the premises.
- 2.4. Submit a Safety File for approval to the TPT SHERQ Manager (PE and NCT), upon award and before commencement on site, for cessation of loading and/or removal activities in the event of non-conformances occurring.
- 2.5. Bidder must have a municipal certificate for the operating canteen facility.
- 2.6. Bidder must submit a valid certificate/Letter of good standing from the department of Labour for canteen relevant to the catering Services in accordance with the TIMS SHERQ Contractor Specification Guidelines In accordance with the TIMS SHERQ Contractor Specification Guidelines.

The SHE File must include the following documents, amongst others:

- Letter of Good Standing (Workman's Compensation)
- Notification of construction work
- Mandatory Agreement-Section 37 (2)
- Project Specific Method Statement
- Project Specific Risk Assessments and Risk assessment awareness registers
- Project Specific Legal Appointments
- Project Specific Safety Management Plan

- Project Specific Environmental Management Plan
  - Project Specific Quality Plan
  - Post Project Site Clean-up Plan
    - Onsite emergency plan and evacuation procedure
    - Project Specific written Safe Work procedures
    - Project Specific Certificates of Competencies for project personnel e.g. Riggers, Hot work personnel, SHE Officer, Site Supervisor etc.
    - Lock Out Procedures
    - Hazardous Substance Control Procedure
    - Project Specific Medical Fitness Certificates from an Occupational Health Practitioner
    - Project Personnel ID Documents
    - Proof of Equipment inspection records e.g. Hot work Equipment, Cranes etc.
    - Public Liability Insurance Covering Letter
- 2.7. Ensure that the services comply to public health, hygiene and anti-pollution legislation. The contractor must provide a Risk Assessment for the proposed service, clearly indicating all the risks involved in performing the service and mitigation measures in place to prevent occurrence of all risks identified. The Contractor must submit Material Safety Data Sheets (MSDS) to TPT for all chemicals etc. to be used in the Canteen.
- 2.8. The Contractor shall be liable for any loss of and/or damages caused by the Contractor, its employees, sub-contractors or agents to any road, path, street or property on the premises of TPT and shall make good and bear costs of any such damages and/or loss.
- 2.9. Provide an On-Site Manager which will be available Monday to Sunday from 06h00- 18h00.
- 2.10. Issue and circulate weekly and daily menus to employees:
- 2.11. All menu items are to be individually priced for sale.
- 2.12. Only sales within the TPT area will be allowed, no sales to public and outside of the Port of Port Elizabeth and Port of NCT will be allowed.
- 2.13. In the event of meals being prepared off-site, TPT reserves the right to inspect such facilities to ensure compliance with the HACCP System.
- 2.14. The Contractor shall provide TPT with a discount against the food price for all its water and electricity consumptions, this discount will be in line with the cost for the same.
- 2.15. The Contractor will be responsible and pay for all costs associated with telephone rental and calls. This will be billed monthly.
- 2.16. TPT will pay for water, utilities (energy) and gas.
- 2.17. Consent that TPT retains the right to utilise the services of a Specialised Catering Contractor, for either on-site or off-site functions, if TPT deems it necessary.

### 3. Contractors Employees

- 3.1. Ensure that all its Employees comply with the identification requirements of TPT at all relevant times. "Identification" for all purposes arising out of this Request for Proposal shall include but not be limited to:
- (a) A standard uniform, as agreed upon between the Parties and failing in accordance with this Request for Proposal, as may be stipulated by TPT which shall consist of at least:
  - (b) A labelled reflector jacket / day-glow jacket with the name of the Contractor appearing on both the front and the back when providing catering services in the operational environment.
  - (c) An identity disc, tag or other device as agreed upon between the Parties, or as may be stipulated by TPT or Transnet Limited operating as Transnet National Ports Authority, if no agreement can be reached between the parties. Such identity disc, tag or other device shall contain at least the following information:

- (i) A recent colour photograph of the particular employee.
  - (ii) His/her full names, surnames and any other name(s) by which he is known; and
  - (iii) His/her identity number
- 3.2. When in TPT Terminal (unless TPT decides otherwise), wears the identity disc, tag or other device referred to in clause 3.2. (c) above, which shall be issued by the Contractor at its own cost.
- 3.3. When at TPT Terminal(s), and when performing the Service:
  - 3.3.1. Wear the standard uniform(s) specified in clause 3.2. above in accordance with the provisions of this Request for Proposal, together with latex gloves, head covers, and any other requisite safety gear as may be agreed to between the parties (and failing Agreement, as may be prescribed by TPT), all of which shall be provided by the Contractor at its own cost.
  - 3.3.2. Are in possession of all the requisite materials (which shall be fresh at all times) so as to enable him/her to perform their duties in terms of this Agreement pursuant to the obligations of the Contractor to provide the Service.
  - 3.3.3. Are available from Monday to Sunday between 06h00 – 18h00.
- 3.4. Undergo the Port Induction with Transnet Port Terminals as well as Transnet National Ports Authority.
- 3.5. Are subject to and comply strictly with the code of conduct provided by TPT and as prescribed from time to time by TPT.
- 3.6. Are made aware of the relevant provisions in accordance with this request for proposal on or before the Commencement Date and confirm this fact to TPT in writing prior to the Commencement Date.
- 3.7. Are aware and have consented in writing (prior to entering TPT premises) to TPT carrying out identity checks, searches of property or persons and/or conducting drug, alcohol, monitoring and/or polygraph tests on all or any of such Employees at any time and from time to time;
- 3.8. Maintain a high standard of housekeeping for all Sites utilised by the Contractor in the Terminal.
- 3.9. The Contractor shall ensure that:
  - (a) At all times the relevant TPT Representative is in possession of a current and updated list of the Contractor's Employees, contact details which shall include their home telephone and cellular telephone numbers who can be contacted during the operating hours in accordance with the employee dossiers."
  - (b) The Service and its obligations are performed in a good proper, efficient and workmanlike manner and in accordance with sound principles, standards, methods and practice generally accepted in the Republic of South Africa and with the degree of skill, care and diligence normally practised by a competent prudent Contractor whilst performing the Service or work and/or services of a similar nature.
  - (c) In the performance of the Service, that all potential hazards to the health and safety of persons are eliminated or adequately mitigated and further prescribe or enforce precautions to prevent against such hazards occurring, and provide the necessary means to apply such precautions, by instructing, training and supervising the Contractor's Employees so as to provide and maintain, so far as is reasonably practicable, a safe working environment without risk to the health and safety of persons;
  - (d) Each employee exercises all necessary care and diligence in and about his duties arising out of the fulfilment by the Contractor of the Service.

#### 4. Training

- 4.1. The Contractor undertakes to ensure that:
- a) There are sufficient and available Employees or resources together with supervision who shall have the required skills and experience to perform the Service.
  - b) Each Employee engaged by the Contractor in performing the Service with this request for proposal is competent and properly qualified, as required by law and to the extent reasonably required by TPT to execute his respective tasks, is properly trained and adequately supervised.
  - c) Employees are trained and undergo continuous re-training, such as Induction, Risk Assessment, Awareness on Food diseases, changes to Legislation, SOP Training, etc. as may be required by applicable legislation and / or every six (6) months or at such particular period as may be agreed upon from time to time between the parties for the duration of this service for the due performance of this Agreement and the costs thereof will be borne by the Contractor;
  - d) The training plan and / or necessary proof of training or re-training is submitted to TPT for inspection upon request at all reasonable times.
  - e) The Contractor shall ensure that a first aider and she rep is appointed on shift.

#### 5. Equipment and Vehicle/s

- 5.1. The Contractor undertakes irrevocably in favour of TPT that it will at no stage during the performance of the Service, use Equipment or Vehicle/s which is not to its knowledge and belief in safe, good and proper working order.
- 5.2. The choice of the Equipment or Vehicle(s) referred to in clause 5.1. shall rest with the Contractor. Without limitation, however, the Contractor undertakes at all times to:
- 5.2.1. Supply all necessary equipment (excluding those provided by TPT) in which canteen and catering will be provided with this request for proposal.
  - 5.2.2. Supply all necessary Equipment, Vehicle(s), transport, competent Employees, adequate supervision, and each item of expense necessary for the timeous and safe performance of the Service.
  - 5.2.3. Provide comprehensively insured, roadworthy and duly licensed Vehicle(s) to perform the Service, with all the requisite road transport permits.
  - 5.2.4. Provide TPT with a list of its entire fleet of Vehicle(s), equipment and employees including but not limited to the names of the drivers that will be utilised for the performance of the Service.
  - 5.2.5. Ensure that all maintenance, servicing and mechanical repairs (hereinafter referred to as "maintenance"), of all TPT Equipment provided including those provided by the Contractor and the Vehicle(s) including all adjustments necessary to keep the Equipment in an operational condition and the Vehicle(s) in a roadworthy condition shall be provided by the Contractor at its own cost. All maintenance records provided for in accordance with this request for proposal shall be made available to TPT by the Contractor whenever such request is made by TPT; all canteen infrastructure will be maintained and repaired by TPT.
  - 5.2.6. Ensure that if any Vehicle(s) provided by the Contractor breaks down, and/or is involved in an accident, is replaced immediately to continue with the performance of the Service at the cost of the service provider.
  - 5.2.7. TPT will provide a list of equipment in the canteen facility such as Stoves, Fridges, Chip Fryers, Deep Fryers and Warmers, except for coffee machines, vending machines and any other relevant equipment. In addition, bidders will have opportunity to view the facility during the site meeting.
  - 5.2.8. Equipment and Vehicle(s) shall remain the sole property of the contractor, and the contractor shall not without prior written consent of TPT permit any of the Equipment and

- Vehicle(s) to be removed from the performance of the service at TPT in accordance with the request for proposal other than the purpose of servicing, maintaining, or repairing it
- 5.2.9. Keep all its Equipment and Vehicle(s) marked in such a way as to be readily identified as being the property of the Contractor.
  - 5.2.10. Properly document all Equipment removed from or re-installed in compliance with the TPT Terminal's Access Control and Asset Control Procedures which is available on request.
  - 5.2.11. Ensure that all Equipment which is redundant, requires servicing, maintenance, or repairs and which need to be removed from the Terminal are surrendered or declared to the TPT security personnel or are disposed of in accordance with the instructions of the TPT security personnel.
  - 5.2.12. Ensure the driver of each of the Vehicle(s) performing the Service:
    - 5.2.12.1. must be in possession of a valid driver's licence and applicable permits.

## 6. Canteen Services

- 6.1. The service will be from 06h00 – 18h00 Mondays to Sunday. The Contractor will make provision for breakfast, tea-time, lunch, an evening meal, and hot/cold snacks.
- 6.2. Operation of the canteen outside the standard hours shall be by special arrangement between Transnet Port Terminals and The Contractor
- 6.3. The Contractor undertakes to comply with the following conditions which apply to the preparation, presentation, serving, supplying and/or delivery of meals to the requesting site in the Port Elizabeth Terminal and Ngqura Container Terminal. The Contractor shall:
  - 6.3.1. Ensure the establishment and operation of a canteen on the Transnet Port Terminals premises, utilising the allocated area for the supply of basic meals, beverages and other items on a daily basis, to on-site personnel. The Contractor shall also ensure that they take care of the equipment provided by:
    - 6.3.1.1. Providing maintenance to the facility occupied and equipment used (this includes cleaning of extractor hoods by the Contractor) biannually),
    - 6.3.1.2. Provide adequate catering equipment, cutlery and crockery.
    - 6.3.1.3. Approved improvements to the facility will be for the account of the Contractor.
      - (a) No compensation will be paid by TPT for any approved improvements made by the Contractor.
    - 6.3.1.4. On termination of the contract the Contractor will make good to the premises all damages incurred during his occupancy.
    - 6.3.1.5. Ensure that all furniture and fittings that do not belong to TPT are of acceptable industry standards and TPT reserves the right to instruct the Contractor to remove any furniture and fittings that is deemed unacceptable.
  - 6.3.2. provide variety of meals such as main meal ('meal of the day'), healthy alternative meal, traditional meal and low cost (budget meals) at a competitive price.
  - 6.3.3. provide adequate cutlery and crockery to ensure effective service.
  - 6.3.4. provide suitable disposable containers for the serving of food & beverages, without additional charge to the purchaser.
  - 6.3.5. use only fresh ingredients for the snacks and ensure that no items that are beyond the 'sell-by-date' are on offer. Ad-hoc inspections will be conducted by SHEQ team and Employee Assistant Program (EAP) Manager.
  - 6.3.6. Prepare snacks, coffee and other beverages to acceptable food industry standards whilst also ensuring that no food preparation other than specified takes place on the premises.
  - 6.3.7. The purchase prices of the items offered would be lower than surrounding market prices and menus with prices similar in PE & NCT
  - 6.3.8. Healthy, nutritional on the go food to be served; a variety of options available to employees.

- 6.3.9. Employees to have the option of placing orders, in order to minimise waiting times.
- 6.3.10. Ensure that catering equipment provided by Contractor must be of acceptable industry standards.
- 6.3.11. No structural changes may be affected without TPT written approval.

## **7. Catering Services**

- 7.1. The Contractor shall provide a catering service for the all employees, a service for the PEMPT and NCT, internal meetings, training and ad-hoc functions at specified sites on request. This service shall be provided in this manner:
  - 7.1.1. Food preparation is to be conducted within the confines of the canteen environment within TPT.
  - 7.1.2. Delivery of meals to the Administration centre, internal meetings & ad- hoc functions within prescribed time frames.
  - 7.1.3. provide a variety of meals such as main meal, healthy alternative meal, traditional meal and low cost (budget meals) in a presentable manner to clients.
  - 7.1.4. Provide a variety of finger platters namely biscuit platters, sandwich platters, pastry platters, finger lunches and executive finger lunch platters, these platters must be accompanied by beverages hot tea, coffee, herbal teas, cold beverage, water, soft drinks and juices.
  - 7.1.5. provide adequate catering equipment, cutlery and crockery.
  - 7.1.6. Remove catering equipment at the end of functions/meetings within the timeframe specified.
  - 7.1.7. This cost to cater must be agreed upon between the Contractor and TPT Management hosting the function/meeting.
  - 7.1.8. TPT reserves the right to obtain catering for special functions and meetings from other local suppliers.
  - 7.1.9. The meals/beverages served will be of high quality and prepared in a clean and hygienic manner in accordance with all SHERQ regulations (HACCP System and R.918).
  - 7.1.10. Ensure that all meals ordered will be prepared and delivered to the respective venue as stipulated by the TPT.
  - 7.1.11. Any surplus food and/or drinks must only be taken by the Contractor at the discretion of TPT host.
  - 7.1.12. Have the ability to cater for all ethnic groups and Halaal requirements upon request.
  - 7.1.13. Crockery and cutlery must be corporate; TPT requires plain white dishes and plain cutlery without any logos.
  - 7.1.14. Dishes must be collected on the same day or as soon as possible for functions held during the day or the following morning for functions held after hours.
  - 7.1.15. Have the ability to cater on short notice Four (4) hours and deliver in various locations as per the requirements from the host.

## **8. Storage for the Consumables and/or Materials**

The Contractor shall:

- 8.1. Maintain a stock of consumables in the stores at his own risk, provided that all local council By Laws and the OHS Act are adhered to.
- 8.2. Ensure that the stock taking is executed outside the normal working hours.
- 8.3. Indemnify TPT for any loss or damage to the Contractors stock of consumables and equipment stored on TPT premises.

## 9. Cleanliness of the Premises

- 9.1. The Contractor is to remove all waste (wet or dry) daily. Waste must be appropriately packaged for disposal with the use of proper refuse bags.
- 9.2. The contractor is to dispose used oil as waste from the canteen and the contractor will require a TNPA waste service provider license.
- 9.3. The Contractor shall provide covered wheelie bins and/or containers that are always intact and that any broken bin(s) to be replaced immediately. The spillage will be at the cost of the Contractor to clean up.

## 10. Audits

- 10.1. The Contractor acknowledges and agrees that TPT will engage the service of a third-party inspectorate and/or an independent hygiene audit firm without notifying the contractor, to furnish TPT with a report and/or findings which shall be discussed with the Contractor for corrective measures to be taken, if any, and also for continuous improvement.
- 10.2. The Contractor undertakes to grant TPT and its duly authorised agent access to all appropriate and relevant documentation relating to the performance of the Service and to co-operate to enable TPT to achieve the objectives as set out in this clause, including, but not limited to:
  - 10.2.1. TPT requesting copies of all third-party invoices, accounts and all other financial documents (including costing sheets) and records of the Contractor for the purpose of auditing same and satisfying itself as to the reasonableness of any amount paid or to be paid in terms hereof.
  - 10.2.2. The Contractor making available to TPT a copy of the Contractor's quality management manual, procedure manual, or other quality control documentation, for inspection.
  - 10.2.3. The Contractor authorising access to TPT or its duly appointed representative, to inspect work-in-progress, the Equipment and Vehicle(s) used in the performance of the Service.
- 10.3. The performance of the Service shall be determined by a monthly audit using an agreed checklist detailing performance item in accordance with this request for proposal by SHERQ, Facilities and EAP Managers.
- 10.4. Adhere to the response times and failure will result in a penalty or the reduction of the quoted price for the service.
- 10.5. The performance of the Service shall be monitored and measured monthly using the SLA detailing Key Performance Indicators and its measurements in accordance with this request for proposal.
- 10.6. In the event of non-compliance or breach in accordance with this request for proposal, then TPT will inform the Contractor, in writing, of the non-compliance and/or breach which will require the Contractor to rectify same within forty-eight hours (48) of such notice.
- 10.7. If such non-conformance is not remedied within forty-eight (48) hours, then TPT will withhold 10% (ten percent) of the total amount payable from each subsequent monthly payment due to the Contractor until the rectification required by such notice shall have been affected to the satisfaction of TPT.
- 10.8. Should such rectification not be satisfactorily achieved by the next audit, the retained percentage shall become 15%. The amounts so withheld shall be paid when the rectification has been affected to the satisfaction of TPT.
- 10.9. Failure by the Contractor to achieve such rectification within 3 months in succession will be regarded as a material breach in accordance with this request for proposal and any monies then withheld shall be forfeited.
- 10.10. These penalty provisions shall not preclude any other remedies TPT has in law in accordance with this request for proposal.

**11. Transnet requirements (Condition of the award)**

- 11.1. At award stage, Transnet Port Terminals require the CV of the key people with the necessary experience is of two (2) years in canteen environment. All documents requested below needs to be submitted within two weeks from the letter of award failure to submit within two weeks from the letter of award, will disqualify the bidder.
- 11.1.1. Bidder to submit CVs of the key personnel listed in the proposed organogram - per facility viz 2 cooks, 1 chef, 1 teller and manager (supervisor)
- 11.1.2. Chef and Manager (supervisor) - per facility - to have a minimum two (2) years' experience within the canteen operation environment
- 11.1.3. Bidder to submit training certificates for the Manager (supervisor) and chef per facility. Training certificates must be accredited with the South African Chef's Association.

**12. Returnable documents**

- 12.1. The contractor needs to submit the following as returnable documents:
- 12.1.1. **Mandatory Returnable documents:** Valid Letter of good standing/ COIDA certificate **(to be attached to returnable schedule E1)**
- 12.1.2. **Mandatory Returnable documents:** Valid Food Handling certificate issued by Municipality **(to be attached to returnable schedule E2)**
- 12.1.3. **Mandatory Returnable documents:** Chef certificate/qualification with years of experience not less than two (2) years **(to be attached to returnable schedule E3)**  
**Returnable documents for scoring:** Bidder to submit Two (2) reference letters from companies that they have provided with a similar canteen service - the reference letters must not be dated older than one (1) year. Reference letters must be on the client's letterhead, dated and signed. TPT requires three (3) years of experience in the catering and canteen services. Letters from Transnet SOC Ltd will be evaluated per OD. **(To be attached to returnable schedule T1)**
- 12.1.4. **Returnable documents for scoring:** Bidder to submit training program in line with HACCP and SOP and documents that support HACCP Program (e.g. Food safety policy, Temperature of storage, receiving of foods, writing off expired foods, labelling) and any other crucial control points that affect the handling and preparing of foods). **To be attached to returnable schedule T2**
- 12.1.5. **Returnable documents for scoring:** Bidder to have training program as per their HACCP programme, relevant to canteen and catering services **(to be attached to returnable schedule T3)**
- 12.1.6. **Returnable documents for scoring:** Bidder to submit a comprehensive Operational management plan giving details on the day-to-day operation of the canteen facility. The plan should cover the following (but not limited to):1. menu,2. staff (absenteeism),3 rodent control,4. billing system, 5. waste management,6. housekeeping,7. managing of peak queues **(to be attached to returnable schedule T4)**
- 12.1.7. **Returnable documents for scoring:** Bidder to provide Business Continuity plan: The plan to cover, but not limited to, the following: 1contingency plan 2. labour workforce 3. transport arrangements,4 strike 5. management and Team 6. communication protocol 7. emergency planning **(to be attached to returnable schedule T5)**

**Mandatory Returnable**

<b>iCLM PE 752/TPT</b>	Valid Letter of good standing/ COIDA	<b>Returnable Schedule E1</b>
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Bidder to submit a Valid Letter of good standing/ COIDA certificate relevant to the catering Services

	Attached [Yes/No]

Signed \_\_\_\_\_  
Name \_\_\_\_\_

Date \_\_\_\_\_  
Position \_\_\_\_\_

Respondent \_\_\_\_\_

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

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

**Mandatory Returnable**

<b>iCLM PE 752/TPT</b>	Valid Food Handling certificate	<b>Returnable Schedule E2</b>
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Bidder to submit a valid Food Handling certificate issued by Municipality

	<b>Attached [Yes/No]</b>

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_  
\_\_\_\_\_

Position \_\_\_\_\_  
\_\_\_\_\_

Respondent \_\_\_\_\_

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

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

**Mandatory Returnable**

<b>iCLM PE 752/TPT</b>	Chef certificate/qualification with years of experience not less than two (2) years	<b>Returnable Schedule E3</b>
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Chef certificate/qualification and years of experience

	<b>Attached [Yes/No]</b>

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Respondent \_\_\_\_\_

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

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

**Essential      Returnable**  
**schedule to be used for**  
**scoring**

<b>iCLM PE 752/TPT</b>	<b>Reference      letters      and</b> <b>Experience</b>	<b>Returnable Schedule</b> <b>T1</b>
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Bidder to submit Two (2) reference letters from companies that they have provided with a similar canteen service - the reference letters must not be dated older than one (1) year. Reference letters must be on the client's letterhead, dated and signed. TPT requires three (3) years of experience in catering and canteen services. Letters from Transnet SOC Ltd will be evaluated per OD.

	<b>Attached</b> <b>[Yes/No]</b>

Signed \_\_\_\_\_  
 Name \_\_\_\_\_

Date \_\_\_\_\_  
 Position \_\_\_\_\_

Respondent \_\_\_\_\_

**Essential    Returnable  
schedule to be used for  
scoring**

<b>iCLM PE 752/TPT</b>	<b>Bidder to submit training program in line with HACCP and SOP and documents that support HACCP Program</b>	<b>Returnable Schedule T2</b>
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Bidder to submit training program in line with HACCP and SOP and documents that support HACCP Program (e.g. Food safety policy, Temperature of storage, receiving of foods, writing off expired foods, labelling) and any other crucial control points that affect the handling and preparing of foods)..

	<b>Attached [Yes/No]</b>

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_  
Position \_\_\_\_\_  
\_\_\_\_\_

Respondent \_\_\_\_\_

**Essential Returnable schedule to be used for scoring**

<b>iCLM PE 752/TPT</b>	<b>Training Program</b>	<b>Returnable Schedule T3</b>
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**Bidder to have training program as per their HACCP programme, relevant to canteen and catering services.**

	<b>Attached [Yes/No]</b>

Signed \_\_\_\_\_  
Name \_\_\_\_\_

Date \_\_\_\_\_  
Position \_\_\_\_\_

Respondent \_\_\_\_\_

**Essential    Returnable  
schedule to be used for  
scoring**

<b>iCLM PE 752/TPT</b>	<b>Operation management Plan</b>	<b>Returnable Schedule T4</b>
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**Bidder to submit a comprehensive Operational management plan giving details on the day-to-day operation of the canteen facility. The plan should cover the following (but not limited to):**1. menu,2. staff (absenteeism),3 rodent control,4. billing system, 5. waste management,6. housekeeping,7. managing of peak queues

	<b>Attached [Yes/No]</b>

Signed \_\_\_\_\_  
Name \_\_\_\_\_

Date \_\_\_\_\_  
Position \_\_\_\_\_

Respondent \_\_\_\_\_

**Essential Returnable schedule to be used for scoring**

<b>iCLM PE 752/TPT</b>	<b>Business Continuity Plan</b>	<b>Returnable Schedule T5</b>
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**Bidder to provide Business Continuity plan: The plan to cover, but not limited to, the following: 1.contingency plan 2. labour workforce 3. transport arrangements,4 strike 5. management and Team 6. communication protocol 7. emergency planning**

	<b>Attached [Yes/No]</b>

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_  
Position \_\_\_\_\_  
\_\_\_\_\_

Respondent \_\_\_\_\_