

TRANSNET ENGINEERING

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No TE23-GMX-08K-01158

FOR THE APPOINTMENT OF A SUPPLIER TO PROVIDE CANTEEN SERVICES (TAKEAWAY AND SIT IN) AT GERMISTON MAIN PLANT, FOR A PERIOD OF THREE (3) YEARS.

ISSUE DATE: 04 April 2023

COMPULSORY BRIEFING SESSION 13 April 2023

CLOSING DATE: 20 April 2023

CLOSING TIME: 10:00 AM

BID VALIDITY PERIOD: 09 January 2024 (180 Business Days from Closing Date)

PHYSICAL ADDRESS: 3 KESWICK ROAD, GERMISTON

PLEASE NOTE THAT THE FOLLOWING:

INTERESTED BIDDERS ARE REQUESTED TO COME THROUGH AN HOUR EARLY FOR INDUCTION AT THE SECURITY.

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET ENGINEERING, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TE23-GMX-08K-01158	ISSUE DATE:	4 April 2023	CLOSING DATE:	20 April 2023	CLOSING TIME:	10:00AM
DESCRIPTION	FOR THE APPOINTMENT OF A SUPPLIER TO PROVIDE CANTEEN SERVICES (TAKEAWAY AND SIT IN) AT GERMISTON MAIN PLANT, FOR A PERIOD OF THREE (3) YEARS.						
BID RESPONSE DOCUMENTS SUBMISSION							
<p>Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.</p> <p>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> Log on to the Transnet eTenders management platform website/Portal (transnetetenders.azurewebsites.net) (please use Google Chrome to access Transnet link/site free of charge); Click on "ADVERTISED TENDERS" to view advertised tenders; Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information); Click on "SIGN IN/REGISTER" - to sign in if already registered; Toggle (click to switch) the "Log an Intent" button to submit a bid; Submit bid documents by uploading them into the system against each tender selected. No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net 							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Langanani Mphelo			CONTACT PERSON		
TELEPHONE NUMBER	011 820-2175			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER		
E-MAIL ADDRESS	Langanani.mphelo@transnet.net			E-MAIL ADDRESS		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

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

2 Formal Briefing

A compulsory RFQ briefing session will be conducted at Germiston Main Plant [**03 Keswick Road**] on the **13 April 2023**, at 10:00am for a period of \pm 2hours. [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 8 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site RFQ briefing session*
- 2.2 Respondents failing to attend the compulsory RFQ briefing will be disqualified.
- 2.3 Respondents are encouraged to bring a copy of the RFQ to the site RFQ briefing session.
- 2.4 Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: [Mpumi.Sokamisa@transnet.net]. This is to ensure that Transnet may make the necessary arrangements for the briefing session.

3 Communication

- 3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to [**Langanani Mphelo, Telephone 011 820-2175**] before **12:00 pm on 18 April 2023**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 3.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 3.3 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 3.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of Transnet Engineering on any matter relating to its RFQ response:

Telephone 011 820-2296Email: [Mpumi.Sokamisa@transnet.net]
- 3.5 All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

4 Legal Compliance

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

5 Employment Equity Act

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

6 Changes to Quotations

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

7 Binding Offer

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

8 Disclaimers

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

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

9 Specification/Scope of Work

9.1.Scope of Work

9.1.1. The contractor shall provide the services of a sit-down café including a take away service to its employees on the premises.

9.1.2. The services rendered will be for the Service Provider's own account, taking responsibility for all risks including profit/loss, stock and cash control.

9.1.3. The services will NOT be on a subsidy basis.

9.1.4. The site has an existing facility for 1 (one) service provider.

9.2. Type of service

9.2.1. It is expected of the contractor to provide variety basic meals, beverages, snacks & other items (not limited to free issuance) on a daily basis to on-site personnel, including providing and maintaining equipment and consumables required for the intended use.

9.2.2. Duration of Service, the intended term of the contract will be for a period of 36 months from date of awarding the contract, with an option to renew.

9.2.3. Provision of a Catering Service, Transnet Engineering reserves the right to outsource the provision of a Catering Service for internal meetings and ad-hoc functions.

9.3. Price Control

9.3.1. Transnet Engineering will provide water and electricity, limited catering facilities and equipment and the maintenance thereof.

9.3.2. In return it is expected that the prices of all off-shelf products sold to employees shall be at least 15% cheaper, and all prepared food items for example, curries, shall be at least 20% to 25% cheaper than the comparable market price for similar products except where the prices are regulated by Government.

9.3.3. A liaison committee is in place to manage price control on a yearly basis. All quoted price shall be fixed for period of 12 months from date of the contract.

9.3.4. Any price increases will be controlled by this committee and are subjected to the escalation clause.

9.3.5. Any food price increase is to be agreed with the committee prior to implementation. Submission to review price increase before any increase will be considered.

9.3.6. Committee will give response within a month.

9.3.7. All menu items are to be individually priced for sale. Provide variety of menus.

9.3.8. Only sales within Transnet Engineering will be allowed.

9.3.9. All other pricing assumptions excluded, and unknown costs shall be submitted to the Committee and wait for approval prior to increase.

9.4. Trading Hours

9.4.1. The trading hours shall be as follows:

Monday to Friday - 06h00 to 15:00

Saturdays 06h00 to 13:00 (Exceptionally)

9.4.2. Extended trading hours on an adhoc basis could be negotiated with Transnet Engineering Liaison Committee i.e. When overtime is worked or during Saturdays and / or Sundays.

9.5. Contract Matters

9.5.1. The contract will be reviewed after 6-month Transnet do have right to terminate the contract if the service provider is not meeting the requirement.

9.6. Other Technical requirements

9.6.1. The following act(s), regulation(s), standard(s) shall be complied with:

9.6.1.1. The Occupational Health and Safety Act – Act 85 of 1993.

9.6.1.2. General Hygiene for Food Premises and the Transport of Food made under the Foodstuffs, Cosmetics and Disinfectant Act, 1972 (Act No.:54 of 1972) and subsequent amendments.

9.6.1.3. Government notice R962 of 23 November 2012, and subsequent amendments.

9.6.2. Except where otherwise provided for in the specification, all equipment offered will comply with the requirements of the relevant standard specifications of the SABS, if published, otherwise with the relevant standard of the British Standards Institution in force at the time of tendering.

9.6.3. Where equipment offered complies with the recognized standards of the country of manufacture and not specifically with the standards required by this specification, such equipment will be considered at the discretion of Management. In this case, tenders shall state fully all respects in which the equipment departs from the standard laid down in this specification.

9.6.4. The successful tender will at the conclusion of the installation provide a document along the lines "that the installation complies with national/international requirements and that all selected /designed items are compliant with Act 85 of 1995 and SABS practices applicable to the installation. The equipment has been commissioned/ calibrated and employees as specified have been trained and found competent to operate the plant.

9.7. SECURITY

9.7.1. The successful tenderer shall provide their own security measures. These measures shall be done in conjunction with Transnet Engineering's security measures. Access Control tags will be provided to each staff member on site after health and safety induction.

9.7.2. These tags shall be returned at the end of the contract period, failing which an amount of R75, 00 per tag will be charged for each tag lost or stolen or misplaced. For any theft, it is a requirement that TE security or contracted security company be involved during the investigations.

9.8. RESPONSIBILITIES

9.8.1. Transnet Engineering is not responsible for any theft, loss or damage to property or any other articles belonging to or being trading with by the successful tenderer.

9.8.2. The service provider (successful tenderer) will be liable for damages, theft, loss, of Transnet Engineering equipment, sundries, etc in the canteen, as well as the cleaning of such equipment and premises i.e.: eating areas, kitchen and toilets. The contractor is responsible to report, in writing, defects to the Maintenance Department, of equipment in the canteen.

9.9. RENT OF PREMISES AND DEPOSIT

- Canteen Facility: R0.00per month
- Ablution Facility: R0.00per month
- Building & Equipment: R0.00per month
- LP Gas: R0.00per month
- Electricity and Water R0.00per month
- This tariff includes electricity and water but excludes telephone use.
- A deposit of R5000.00 is required which will be refunded at the end of the contract period without interest. Any damages will be deducted from the deposit.
- The telephone shall be arranged by the contractor.

9.10. ACCOUNTS PAYABLE

All deposits are payable to :

Finance Manager

Transnet Engineering

Germiston

(Banking details will be made available to the successful tenderer before award of the contract)

9.11. PREPARATION FOOD

- 9.11.1. Food is to be prepared on site.
- 9.11.2. Random mass testing on food portions shall be done by the Committee.
- 9.11.3. No alcohol will be allowed on the premises.

9.12. SITE INSPECTION

- 9.12.1. All tenderers will be required to attend a site inspection prior to submission of proposals.

9.13. RESTRICTED ACTIONS AND DISCIPLINE

- 9.13.1. The contractor and his / her staff shall not involve themselves with matters unrelated to canteen matters whilst on TE premises.
- 9.13.2. The contractor is responsible for the discipline of its own staff members. All staff members shall be neatly dressed in uniform for identification. Staff members of the contractor will not be allowed to participate in any union activities on Transnet Engineering premises or to interfere in any other way whatsoever with TE operations.

9.14. HEALTH INSPECTIONS

- 9.14.1. The health and hygiene inspector shall have free access into the site to establish conditions and compare it with standards. See **Annexure A** for conditions laid down in terms of health and hygiene

9.15. CLEANLINESS

- 9.15.1. The contractor is responsible for the tidiness, hygiene, etc., of the hired premises. All waste shall be stored in containers to be emptied by TE but kept clean by the contractor.

9.16. NEATNESS

- 9.16.1. All the staff members of the contractor shall be neatly dressed in uniform for uniformity and identification. All hair shall be covered, and no jewellery worn by food handlers.

9.17. OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85/1993 AS AMENDED)

The contractor shall comply to the following during the contract period:

- 9.17.1. The contractor is bound by the OHS act and regulations as implemented by Transnet Engineering on the premises. Regular inspections will be carried out by Transnet Engineering appointed staff.
- 9.17.2. Transnet Engineering is committed to ensure that Transnet's Environmental Policy is adhered to. The contractor shall therefore comply to the following:
 - 9.6.1.4. The contractor and all his / her employees are to monitor and control the use of hazardous chemicals and should, where possible, use biodegradable and environmentally recyclable products.
 - 9.6.1.5. All chemicals used in the canteen shall first be accompanied by an MSDS sheet which shall be in the required 16-point format and after completion shall be issued to the SHE department of Transnet Engineering.
 - 9.6.1.6. All waste shall be separated to make recycling possible. Transnet Engineering will provide the containers / skips. The containers / skips will be emptied by Transnet Engineering's service provider but shall be kept clean by the contractor.
 - 9.6.1.7. The contractor shall deep clean the kitchen at least once in three months. Transnet Engineering will be advise when deep cleaning should take place. The contractor will carry the cost of the deep cleaning which shall be done by a service provider who specialized in deep cleaning. After deep

cleaning has taken place a "Deep Cleaning Certificate" shall be provided to Transnet Engineering for record purposes.

9.18. INSURANCE DAMAGE COMPENSATION AND LIABILITY

9.18.1. Transnet Engineering will not accept any liability in respect of damage caused fire, theft, storm damage, power failure, strikes or any similar events to the contractor's property.

9.18.2. The contractor shall be liable for any damages or losses to Transnet Engineering's property or assets due to gross negligence, abuse and theft.

9.19. BY LAWS

9.19.1. The tenants shall be responsible to abide to all by-laws enforced by the Local Authority. No overnight accommodation is allowed on site.

9.20. TRANSFER OF RIGHTS

9.20.1. The contractor/s shall not be allowed to cede, assign or transfer any of its rights or obligations obtained as a result of this tender without the permission of Transnet Engineering.

9.21. CANCELLATION OF CONTRACT

9.21.1. If the contractor is in any default Transnet Engineering reserves the right to cancel the contract with immediate effect if the contractor does not remedy the default within fourteen (14) days after notice. Normal termination period will be 30 days and will also apply if the contract was renewed by tacit or through any other terms after the initial fixed term period has lapsed and the parties for any reason did not renew the contract.

9.22. PHYSICAL ADDRESS

9.22.1. The Contractor chooses as its domicilium citanci ex executandi the following address in (which shall not be a post office box or poste restante): _____

9.22.2. A party may change the address referred to above by giving the other party notice in writing of the new address (which shall not be a post office box or poste restante). Where an "agent" has shareholding in the company he/she represents, it is not earning a salary and his/her inputs/contributions add value, he/she will be considered for preference depending on his percentage shareholding in the company he represents.

10 Legal review

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

11 Security clearance

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

12 National Treasury's Central Supplier Database

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

from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

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

13 Tax Compliance

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

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

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

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

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

TIP-OFFS ANONYMOUS:



Ethics Helpdesk (Pty) LTD.
Ethics Management Systems™

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



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



What's App
Speak to an Agent via What's App.



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



Telegram
Speak to an Agent via Telegram



0800 003 056



086 551 4153



reportit@ethicshelpdesk.com



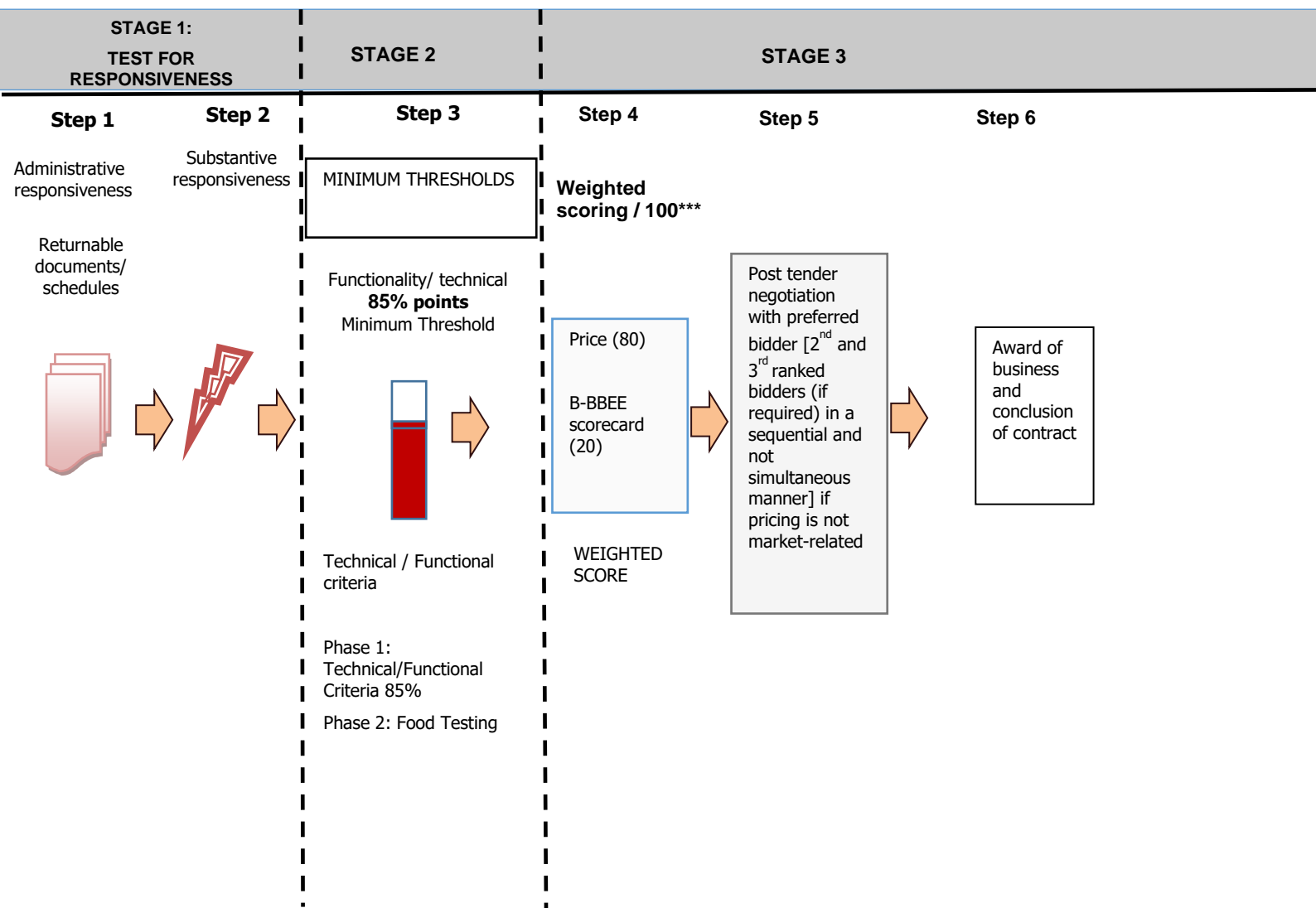
***120*0785980808#**

SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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



1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
• Whether the Bid has been lodged on time	
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 3</i>
• Verify the validity of all returnable documents	<i>Section 3</i>
• A registered business with the authorities (Organogram)	
• Valid proof of Respondent's compliance to B-BBEE certificate or sworn affidavit.	
• Submit a tax clearance certificate (Tax pin code)	

• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>
--	---------------------

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

1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
• Whether any general and legislation qualification criteria (excluding preferential procurement) set by Transnet, have been met	<i>All sections</i>
• Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule. Failure to complete 100% of the pricing schedule will lead to bid disqualification	<i>Section 4 - Quotation Form</i>
• Section 1: SBD1 Form [Section 1 of the RFQ]	
• Attendance of Compulsory Briefing Session	
• Submit a proof of certificate of acceptability (letter)	<i>All Sections</i>
• Provide a letter of good standing (Compensation Commissioner)	
• Provide a Business License.	

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

1.3 STEP THREE: Minimum Threshold 100% points for Technical Criteria

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

Phase 1: Minimum Threshold 80% for Technical Criteria

Technical Evaluation Criteria	Points Weightings	Scoring guideline
Capacity <ul style="list-style-type: none"> ➤ Tenderer to submit proof of asset/equipment register (but not limited to the proof of asset/equipment register). Assets e.g., crockery and cutlery, etc. 	20%	0. Bidder did not submit proof of capacity = 0.00% Bidder submitted proof of capacity = 20.00%
Management plan Management/ Operational Plan must include the following information <ul style="list-style-type: none"> ➤ Executive summary 	15%	0. If Bidder Complies with none of the requirements = 0.00% 1. If Bidder Complies with 1 requirement = 7.50%

Technical Evaluation Criteria	Points Weightings	Scoring guideline
➤ Business Model		2. If Bidder Complies with all 2 requirements = 15.00%
Methodology plan ➤ Human resources plan <ul style="list-style-type: none"> a) Organizational structure indicating all relevant cooking and food preparation skills, food safety skills, qualifications for staff and/ or Proposed staff rosters 	15%	0. If Bidder Complies with none of the requirements = 0.00% 1. If Bidder Complies with 1 requirement= 2.50% 2. If Bidder Complies with 2 requirements = 5.00% 3. If Bidder Complies with 3 requirements = 7.50% 4. If Bidder Complies with 4 requirements = 12.00% 5. If Bidder Complies with all 5 requirements = 15.00%
Compliance to scope of work ➤ <u>Submission of various menus</u> <ul style="list-style-type: none"> a) Submission of breakfast menu b) Submission of lunch menu c) Submission of salads menu (different options) d) Beverages and snacks menu e) Sandwiches, Rolls, Hamburgers, vetkoeks and other items on the menu 	50%	0. Bidder did not submit all the five requirements = 0.00% 1. If Bidder gets only 1 bullet correctly = 10.00% 2. If Bidder gets only 2 bullets correctly = 20.00% 3. If Bidder gets only 3 bullets correctly = 30.00% 4. If Bidder gets only 4 bullets correctly = 40.00% 5. If Bidder gets only 5 bullet correctly = 50.00%
Total Weighting:	100	
Minimum qualifying score required:	85%	

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.

Note: All bidder's that progress to Step four: Evaluation and Final Weighted Scoring, will prepare a dish for food tasting.

The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

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

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

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

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

Where:

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

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

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

1.5 STEP FIVE: Post Tender Negotiations (if applicable)

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

1.6 STEP SIX: Award of business and conclusion of contract

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

2 Validity Period

Transnet requires a validity period of **09 January 2024** 180 [thirty] Business Days from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However,

once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

3 Disclosure of contract information

Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016. **[This is not applicable if RFQ was not advertised on National Treasury e-Tender Publication Portal]**

Johannesburg Stock Exchange Debt Listing Requirements

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

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

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

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

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

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

3						
---	--	--	--	--	--	--

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

4 Returnable Documents

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

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

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

a) Mandatory Returnable Documents

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

Mandatory Returnable Documents	Submitted [Yes or no]
SECTION 1: SBD1 Form	
SECTION 4: Quotation Form (Pricing and Delivery Schedule must be 100% completed)	
Submit a proof of certificate of acceptability (letter)	
Provide a letter of good standing (Compensation Commissioner)	
Provide a Business License.	
SECTION 8: Certificate of attendance of compulsory RFQ 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:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or no]
Capacity Tenderer to submit proof of asset/equipment register (but not limited to the proof of asset/equipment register). Assets e.g., crockery and cutlery, etc.	
Management plan Management/ Operational Plan must include the following information	
Methodology plan Human resources plan	
Compliance to scope of work Submission of various menus	

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
A registered business with the authorities (Organogram)	
Valid proof of Respondent's compliance to B-BBEE certificate or sworn affidavit.	
Submit a tax clearance certificate (Tax pin code)	
SECTION 3: Evaluation Methodology, Criteria and Returnable Documents	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 9: Protection of Personal Information	

5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SECTION 4
QUOTATION FORM

I/We_____

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

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

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

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

Price Schedule

I/We quote as follows for the goods/services required, on a “delivered nominated destination” basis, including VAT:

Failure to complete 100% of the pricing schedule will lead to bid disqualification.

Item No	Description of Item (Meals)		Unit	Quantity	TOTAL PRICE PER EACH OF ITEM [ZAR]
1	Beef, Mutton and Chicken. Curry/Stewed	200g) served daily, with pap, samp, rice or bunny Extra serving (top up)	EA	1	
2	Breyani	Meat / egg / potato per plate and serviced with rice (200g) Extra Serving (top up)	EA	1	
3	Fish and Chips	Hake Fillet (80-100g) with chips served in grease proof packets or per plate	EA	1	
4	Steak and Chips	Steak (200g) and chips served on plate	EA	1	
5	Farmhouse Breakfast	Fried egg, 2 strips of bacon, tomato, beef or pork sausage, slice of toast (white or	EA	1	

Respondent’s Signature

Date & Company Stamp

Returnable Document

		brown bread)			
6	Grilled Chicken	Whole Chicken (\pm 1,2 kg) with barbeque or peri-peri sauce	EA	1	
7	Spaghetti Bolognaise	Beef Mince (lean), spaghetti and sauce	EA	1	
8	Russian and chips	Russian (\pm 13 cm long)	EA	1	
9	Bunny Chow / Kota	Quarter bread, chips, chakalaka or Archaar, slice of French polony	EA	1	
10	Bunny, Samp and Rice / Pap	Beef (200g), mutton (200g) and Chicken (200g) curry	EA	1	
11	Sausages, Mash and Gravy	Beef or pork sausage (\pm 13 cm long) served with mash and gravy	EA	1	
12	Chicken Pieces	Quarter chicken pieces only (\pm 300g)	EA	1	
13	Pap and Steak	Steak (\pm 200g) with pap (500g) and gravy	EA	1	
14	Pap and Wors	Wors (\pm 13 cm long) with pap (500g) and gravy	EA	1	
15	Pap and Ox Liver/ Tripe(served alternate days)	Ox Liver/Tripe (200g) with pap (500g) and gravy	EA	1	
16	Pap and Giblets	Giblet stew/curried (200g) with pap (500g) and gravy	EA	1	
17	Pap only	Pap (500g)	EA	1	
18	Pap only	Pap (200g)	EA	1	
19	Pap and Gravy	Pap (500g) and gravy	EA	1	
20	Pap and Gravy	Pap (200g) and gravy	EA	1	
SANDWICHES, ROLLS, HAMBURGERS, VETKOEK, ETC.					
21	Toasts	Slice toast, buttered or plain (white or brown)	EA	1	
22	Ham, Cheese and Tomato	Ham, cheese slices, tomato, sauce on bun (\pm 100 mm diameter) (white or brown)	EA	1	
23	Cheese and Egg	Slice of cheese, egg on 2 slice of toast or plain bread (white or brown)	EA	1	

Respondent's Signature

Date & Company Stamp

Returnable Document

24	Cheese and Bacon	Slice of cheese, bacon on 2 slice toast or plain bread (white or brown)	EA	1	
25	Cheese and Tomato	Slice of cheese, tomato on 2 slice toast or plain bread (white or brown)	EA	1	
26	Curried	Mutton, chicken or beef on 2 slices of toast or plain bread (white or brown)	EA	1	
27	Bacon	Bacon on 2 slices of toast or plain bread (white or brown)	EA	1	
28	Breakfast	Bacon, egg, cheese, tomato and onion on 2 slices of toast or plain bread, (white or brown)	EA	1	
29	Bacon and Egg	Bacon, egg on 2 slices of toast or plain bread (white or brown)	EA	1	
30	Bacon, Egg and Cheese	2 strips of Bacon, slice of cheese on 2 slices of toast or plain bread (white or brown)	EA	1	
31	Egg and Tomato	Egg, tomato on 2 slices of toast or plain bread (white or brown)	EA	1	
32	Ham, Tomato	Slice of Ham, tomato on 2 slices of toast or plain bread (white or brown)	EA	1	
33	Bread (per slice)	White or brown bread (plain)	EA	1	
34	Hamburger with Monkey Gland Sauce	Pattie (beef or chicken) (± 100 g), tomato, onion, lettuce, sauce on a bun (± 100 mm diameter), plain or toasted	EA	1	
35	Cheeseburger	Slice of cheese, pattie (beef)(± 100 g) on a bun (± 100 mm diameter), plain or toasted	EA	1	
36	Buttered Roll	Buttered Rolls (± 100 mm long)	EA	1	
37	Single Hot Dog	Vienna (± 13 cm long) on a roll (± 100 mm long) and sauce (tomato or shallard)	EA	1	
38	Boerewors Rolls	Boerewors (± 13 cm long) on a roll (± 100 mm long) and sauce (tomato or shallard)	EA	1	
39	Vetkoek	Standard Vetkoek (± 100 mm diameter), with butter or plain	EA	1	
OTHER					
41	Waffle, Syrup and Ice Cream	Waffle base, ice cream / cream / syrup	EA	1	
42	Fruit Salad and Ice Cream	In season fruit (fresh) with Ice Cream	EA	1	
43	Soup	Beef, Chicken or Vegetable served in polystyrene cup	EA	1	

Respondent's Signature

Date & Company Stamp

Returnable Document

44	Double thick malts	Nesquick/Milk/Ice Cream served in polystyrene cup	EA	1	
BEVERAGES					
45	Drinks (soft)	Tins i.e., Coca-Cola, Sprite, Fanta etc.	EA	1	
46	Just Juice	Tins	EA	1	
47	Still Water	Bottles (500ml)	EA	1	
48	Ricoffy	Served per cup (polystyrene) with or without sugar and milk	EA	1	
49	Tea	Served per cup (polystyrene) with or without sugar and milk (Five Roses, Glen Tea, Rooibos ect)	EA	1	
50	Milo	Served per cup (polystyrene) with or without sugar	EA	1	
51	Other		EA		
OTHER ITEMS					
52	Ice Cream	Ola ("or similar or equivalent") or diary maid	EA	1	
53	Bread	Normal size (700g to 800g) (white and brown bread)	EA	1	
54	Potato Chips	Simba or Willard (30g) (various flavours) ("or similar of equivalent")	EA	1	
55	Cheese	Per Slice (sandwich size)	EA	1	
56	Egg	Boiled egg (un-shelled)	EA	1	
57	Vienna	Vienna (plain) (+/- 13cm cm long)	EA	1	
58	Russian	Russian (plain) (+/- 13 cm long)	EA	1	
59	Russian with sauce	Russian (=/- 13cm long), roll and sauce	EA	1	
60	Pies	Chicken, Mutton, Steak and Kidney, Pepper Steak, Burger pies, etc including Halaal	EA	1	
61	Samoosa (small)	Mince, Curry, chicken, cheese or Potato	EA	1	
62	Boerewors	Standard thickness (=/- 13 cm long)	EA	1	

Respondent's Signature

Date & Company Stamp

Returnable Document

63	Liver	Liver(200g), onion and gravy	EA	1	
64	Fish	Hake (80g – 100g) per portion	EA	1	
65	Polony	Slices (medium size)	EA	1	
66	Tripe	Usu (200g)	EA	1	
67	Tripe	Usu (500g)	EA	1	
68	Tripe	Ithumbu (200g)	EA	1	
69	Tripe	Ithumbu (500g)	EA	1	
70	Samp	Samp (200g)	EA	1	
71	Samp	Samp (500g)	EA	1	
72	Dumpling	Dumpling (200g)	EA	1	
73	Dumpling	Dumpling (500g)	EA	1	
74	Cake	Snowballs	EA	1	
75	Cake	Scones	EA	1	
76	Cake	Doughnuts	EA	1	
77	Other		EA	1	
78	Other		EA	1	
79	Spaza Shop/Kiosk	Small quantity Items	EA	1	
		E, g Ricoffy ("or similar or equivalent")	EA	1	
		Milo	EA	1	
		Tin Fish	EA	1	
		Jam	EA	1	
		Glen ("or similar or equivalent") Tea small packet	EA	1	

Respondent's Signature

Date & Company Stamp

		Rooibos Tea small packet	EA	1	
		Sugar small Packet (500g)	EA	1	
		Milk 250ml	EA	1	
		Milk 1Lt	EA	1	
		Other	EA	1	
		Other	EA	1	
		Other	EA	1	
		Other	EA	1	
	Other	Sweets, chips, beverages	EA	1	
	Airtime	(All networks as per Price Control 9.3 Scope of tender	EA	1	
TOTAL PRICE, exclusive of VAT:					
VAT 15% (if applicable)					
Unconditional Discount(s)					
Total Inclusive of VAT (where applicable)					

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

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

Respondent's Signature

Date & Company Stamp

Notes to Pricing:

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

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

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

SECTION 5

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

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

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6
RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

Respondent's Signature

Date & Company Stamp

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

BIDDER'S DISCLOSURE (SBD4)**12 PURPOSE OF THE FORM**

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

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

13 Bidder's declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

YES/NO

13.2.1. If so, furnish particulars:

.....
.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....
.....

14 DECLARATION

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation,
communication, agreement or arrangement with any competitor. However, communication between
partners in a joint venture or consortium² will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with
any competitor regarding the quality, quantity, specifications, prices, including methods, factors or
formulas used to calculate prices, market allocation, the intention or decision to submit or not to
submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of
the products or services to which this bid invitation relates.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital,
efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this ____ day of _____ 20__

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

Respondent's Signature_____
Date & Company Stamp

SECTION 7

B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Either the 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.5 The maximum points for this bid are allocated as follows:

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

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic

Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
 - 1) B-BBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4

8	2
Non-compliant contributor	0

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

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

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1

of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1.
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SECTION 8**CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING**

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the compulsory RFQ briefing session in respect of the proposed Goods/Services to be rendered in terms of this RFQ on _____ 20__

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

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 9**PROTECTION OF PERSONAL INFORMATION**

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

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

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

Respondents are required to provide consent below:

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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