

TRANSNET NATIONAL PORT AUTHORITY

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No RB2021/07

**FOR THE PROVISION OF: GALLEY WASTE MANAGEMENT SERVICES FOR A PERIOD OF
TWELVE (12) MONTHS**

FOR DELIVERY TO: PORT OF RICHARDS BAY

ISSUE DATE: 29 OCTOBER 2021

CLOSING DATE: 16 NOVEMBER 2021

CLOSING TIME: 12:00 PM

COMPULSORY TENDER BRIEFING

VENUE: OSIZWENI BOARDROOM

DATE: 05 NOVEMBER 2021

TIME: 11H00 TO 12HOOPM

**PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA - ONLY THE FOLLOWING RESPONDENTS
MAY RESPOND TO THIS RFQ:**

- **RESPONDENTS WITH A MINIMUM B-BBEE STATUS LEVEL 4**

**TECHNICAL ELIGIBILITY CRITERIA - ONLY THE FOLLOWING RESPONDENTS MAY RESPOND TO THIS
RFQ:**

- **CERTIFIED COPY OF LANDFILL REGISTRATION CERTIFICATE AND/OR SLA BETWEEN SERVICE
PROVIDER AND LANDFILL SITE OWNER;**
- **REGISTRATION ON THE SOUTH AFRICAN WASTE INFORMATION SYSTEM (SAWIS) AS PER THE
SOUTH AFRICAN WASTE INFORMATION CENTRE (SAWIC) REQUIREMENTS;**

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORT AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	RB2021/07	ISSUE DATE:	29 October 2021	CLOSING DATE:	16 November 2021	CLOSING TIME:	12H00
DESCRIPTION	FOR THE PROVISION OF GALLEY WASTE MANAGEMENT SERVICES AT THE PORT OF RICHARDS BAY FOR A PERIOD OF TWELVE (12) MONTHS.						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
VENTURA ROAD							
BAYVUE BUILDING, GROUND FLOOR [RECEPTION AREA]							
TRANSNET NATIONAL PORTS AUTHORITY, PORT OF RICHARDS BAY							
RICHARDS BAY, 3900							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	THOBILE PHUTINI			CONTACT PERSON	THOBILE PHUTINI		
TELEPHONE NUMBER	035 – 905 3899			TELEPHONE NUMBER	035 – 905 3899		
FACSIMILE NUMBER	035 – 905 3293			FACSIMILE NUMBER	035 – 905 3293		
E-MAIL ADDRESS	Thobile.Phutini@transnet.net			E-MAIL ADDRESS	Thobile.Phutini@transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

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

2 Formal Briefing

A compulsory pre-proposal site meeting and RFQ briefing will be conducted at Osizweni Boardroom, Port of Richards Bay on the **05 November 2021**, at 11h00am for a period of \pm 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 9 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFQ briefing.*
- 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 meeting and/or RFQ briefing.

3 Preferential Procurement Prequalification Criteria

3.1 Minimum B-BBEE level

Transnet has set a minimum B-BBEE threshold for participation in this RFQ process. The minimum B-BBEE threshold in this instance is a B-BBEE Level **4**. Respondents who do not have at least this B-BBEE status or higher will be disqualified.

3.2 Exempt Micro Enterprises & Qualifying Small Enterprises

Transnet has set a prequalification criterion that only Exempted Micro Enterprises (EMEs) OR Qualifying Small Enterprises may participate in this RFQ process. A bid that fails to meet this pre-qualifying criteria will be regarded as an unacceptable bid.

4 Communication

- 4.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted to Name Thobile Phutini Email: thobile.phutini@transnet.net Telephone: 035 905 3899 before **12:00 pm on 08 November 2021**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 4.2 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.
- 4.3 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.
- 4.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Port Acquisition Council on any matter relating to its RFQ response:

Telephone 035 905 3086

Email: eunita.mfeka@transnet.net

5 Legal Compliance

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

6 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.

7 Changes to Quotations

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

8 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.

9 Disclaimers

9.1 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 issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

10 Specification/Scope of Work

Refer to annexure A, Price schedule for description of goods required.

B - SCOPE OF WORK

- TNPA intends to outsource the provision of waste management services of vessel galley waste at the Port of Richards Bay. The supply of the aforementioned waste management services is required at the Port of Richards Bay for a period of 1 year.
- TNPA aims to appoint a Service Provider who has experience in the provision of galley waste management services and who can demonstrate through their returnable documents that they are capable of providing an efficient, cost effective service.
- The Service Provider must provide a service which in the interest of; public health, hygiene and anti-pollution will, ensure clean and tidy areas without any accumulation of waste and prevent the spread of infectious and contagious diseases via reservoirs and vectors of disease.
- The scope of work and work specification is continued in greater details in the following sections (C, D, E, F, G, and H). The service required must be provided as per the specification and if a room for improvement is identified, a prior communication and approval must be sought from TNPA Environment and Procurement Departments.

C - OBLIGATIONS OF TNPA

- TNPA undertakes to afford the Service Provider such assistance as may be reasonably required by the Service Provider in performing the service provided that under no circumstances shall such assistance be regarded as creating any obligations on the part of TNPA, nor relieving the C Service Provider of its obligation to comply with all the obligations imposed upon it in terms of this specification document and the agreement to be signed prior to the start of the contract.
- TNPA shall designate and appoint an authorized representative who shall be known as the TNPA Representative.
- Without derogating from the generality of what is set out in clause 18.1, TNPA shall sign the release certificate of each Vehicle when it is ready to depart from the Port of Richards Bay and will ensure that it indicates the time when the Vehicle is to be released, the date of release, the name of driver, the signature of the driver, the name of the TNPA Representative and the signature of the TNPA Representative.
- The Environmental Manager/Specialist/Officer shall have the following duties in regard to the collection, transportation and disposal of the Galley Waste by the Service Provider:
 - Provide the service provider with red wheelie bins for the collection of galley waste from the vessels,

- Monitor the removal of the Galley Waste so as to ensure that no Galley Waste is spilled during each loading operation and that there is no accumulation of Galley Waste which occurs during or after its removal;
- Monitor the condition of each Vehicle so as to ensure that it is in a roadworthy condition;
- Monitor the removal of the Galley Waste by pointing out; The exact location of Galley Waste to be removed at any particular point in time, List of areas for the permanent placement of bins for TNPA vessels in the Port;
- Provide technical and operational advice to the Service Provider in connection with the day to day operations and execution of its duties;
- Ensure that Vehicle permits are furnished by TNPA to the Service Provider to enable its Vehicle(s) to enter into the Port of Richards Bay;
- Furnish the Service Provider with the Port Waste Management Plan;
- Conduct random checks on the Galley Waste in the Equipment to ensure compliance with Port of Richards Bay Waste Management Procedure and SHE Policy requirements;
- Regularly visit and audit the registered Landfill Site/s for compliance in respect of the disposal of the Galley Waste;
- Communicate to the Service Provider the need to review the Terms of the Contract in line international best practice in the management of Galley Waste;
- Provide the Service Provider with the Port of Richards Bay's South African Waste Information Centre (SAWIC) registration number.

D - **OBLIGATIONS OF THE SERVICE PROVIDER**

- Provide all Employees, or personnel, and supervision necessary for the proper, efficient, timeous, safe and compliant provision of the Service for TNPA. This Service will be performed in such a way that all Galley Waste will be removed from TNPA and disposed of in a registered H:H and/or H:h Landfill Site;
- Provide and make available such Equipment and Vehicle(s) as may be necessary for the performance of the Service all of which shall be maintained by the Service Provider in good working order and condition at all times;
- Be responsible for the safe loading, removal and transportation, consolidation (if applicable) and disposal of the Galley Waste; in accordance with the prevailing legislation and in terms of this Agreement, while protecting TNPA, the environment and the public from unsound waste management practices;
- Ensure that all statutory laws and other legislation pertaining to the temporary storage, handling, removal, transportation and disposal of galley waste are complied with;
- Provide and use double liners one bins or line bins with plastic liner that has ± 200 (two hundred) microns.
- Provide a service in which the interest of public health, hygiene and anti-pollution be paramount and will ensure clean and tidy areas without any accumulation of waste and will prevent the spread of infectious and contagious diseases;
- Inspect the areas concerned and the nature and quantities of galley waste requiring removal and shall perform the service in such a manner that the areas concerned are left in a tidy and sanitary condition;

- Register on the South African Waste Information System (SAWIS) as required by the South African Waste Information Centre (SAWIC) and TNPA Port of Richards Bay, who is already registered on the system, will provide the Service Provider with the necessary registration number and/or additional information required in this regard;
- Upload the galley waste quantities on SAWIS on a weekly basis and this will be monitored as per the SLA;
- Ensure that arrangements with TNPA Security Department are made for access onto the site on a regular basis. The Service Provider must inform TNPA security prior to the day of their need to access the site. All the Service Provider vehicles accessing the site will be recorded at the security gate for monitoring purposes;
- Co-operate with TNPA and comply with all instructions issued and restrictions imposed with respect to the works which affect the operation of TNPA;
- Ensure that in the event of any emergency which may arise at any time during which they are attending to the provisions of services as contained in the contract documentation are properly attended to. The Service Provider is to provide suitable 24 hour communication between the waste vehicle and the TNPA Environmental Department for emergency incidents.
- The Service Provider is to provide details of the authorized persons responsible for the implementation and management of the contract and provide contact details of all staff involved, including those identified for emergency situations;
- Immediately notify the TNPA Environmental Department in the event of industrial action or any other unforeseen circumstances which may arise within the Port which results in the Service Provider being prevented from gaining access into the Port, through no fault of their own, and which results in the Service Provider being unable to attend to the waste services as set out in the contract. Contingency plans shall be introduced whereby it may be necessary to perform the service outside normal working hours;
- Nominate representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The Service Provider shall provide the TNPA Environmental Department with the names, addresses and telephone numbers of such representative;
- Not restrict the free use of any road, right-of-way or path on TNPA property unless he has obtained the approval of the authority/owner concerned and shall be liable for any damage caused by the Service Provider and/or employees to any road, path or street within TNPA;
- Ensure that no permanent works or structures of any nature are erected on TNPA property;
- Ensure that all galley waste and run off, is taken directly to and disposed of at the registered high hazardous landfill site, placed in trenches, treated with lime and covered up in accordance with the requirements of the relevant government department, and any new laws which may be promulgated;
- Provide a safe disposal certificate or waste manifest documents for all waste removed to TNPA Environmental Department;
- Use international best practice procedures in the management of galley waste, which may need to be reviewed and updated from time to time and which may result in the need to review the Terms of the Contract;

E - COLLECTION OF GALLEY WASTE**E-1 COLLECTION POINTS**

- Collecting points are determined as follows (See figure 1 and Figure 1):-

Berths are:



- 208 and 209;
- 301 to 306;
- 606 to 609;
- 701 to 705;
- 706 to 708;
- 801 and 804;
- Repair Berth;
- Dredger berth;
- International Craft Berth.

Figure 1: Map showing the location of Berths; 208 to 209, 301 to 306, 606 to 609, 701 to 705, 706 to 708, 804 and 801 in the Port of Richards Bay.

Figure 2: Map showing the location of Berths; Repair berth, Dredger berth, and International Craft Berth in the Port of Richards Bay

F - GALLEY WASTE COLLECTION PROCESS

F-1 Wheelie Bins Operation

- A minimum of one wheelie bins per vessel must be provided. Wheelie bins must be provided **only** to those vessels that have submitted the request to land galley waste as well as COVID-19 declaration.
- The bins are to be identified with the TNPA name and a twenty four (24) hour telephone numbers for both the Service Provider and TNPA Environment Department personnel.
- All bins shall be lined with a plastic bin liner and secured at the top of the bin with an elastic band or similar and shall be emptied twice (2 times) on a daily basis. Bin liners are to be replaced twice daily. All bins must be covered on top and be leak proof.
- Galley waste must be collected from all the vessels that have submitted a request twice daily. The collections times shall be once in the morning (09h00 to 10h00) and once in the afternoon (14h00 to 15h00).
- A dedicated vehicle provided by the Service Provider must be used for the removal of galley waste from the port. Galley waste bins must be clearly marked– '**Ship Galley Waste Only**' and must be used for this purpose only. These bins must be disinfected daily or as directed by the representative of TNPA.



The Galley waste wheelie bin must be inspected monthly to verify if their integrity is not compromised in anyway. Should there be any fault in the bin; the Service Provider must make necessary means of repairing and fixing the fault or replacing the bin(s).

- T
h

- Bins log or checklist sheet indicating the status of the bins in each berth must be submitted to TNPA Environment Department weekly (Friday or Monday). The checklist must have; date, the name of the berth, the bollard number, the bin numbers, name of the ship or vessel in the berth at the time and comments (bins full or empty and condition of the bin).
- Ensure that each load of Galley Waste on each Vehicle shall be covered using a tarpaulin prior to the transportation thereof from the actual point of loading.
- After loading of the Galley Waste on each Vehicle, a Vehicle dispatch certificate must be issued by the Contractor's Employee and duly signed by a TNPA Representative prior to the departure of the Vehicle from the Port of Richards Bay.
- The Service Provider shall accept responsibility for the safe transportation of the Galley Waste from each collection and loading Point to each point of final disposal, including without limitation, instances where spillage of any nature may occur from any Vehicles
- The Service Provider must obey all reasonable instructions of the TNPA Representative in the performance of the Service.

F-2 Skip Operation

- A seven (7) m³ skip must be provided on request to a vessel should there be more waste in a vessel and cannot fit in the one wheelie bins provided in each berth.
- Once a request for a skip (s) has been logged, the Service Provider must provide the requested skip within six (6) hours after a skip request has been received and sufficient capacity must be assured at all times. Skip(s) must be provided on the quays and must be easily accessible to ships.
- A skip log records must be submitted weekly to TNPA Environment Department weekly (Friday or Monday)

F-3 Ad hoc Operation

- The Service Provider shall on 'ad hoc' basis be required to transfer galley waste from cargo skips to galley waste bin (should an incorrect bin be used for dumping galley waste). The galley waste shall then be disposed of accordingly by decanting the waste into a trailer.
- The Service Provider shall on 'ad hoc' basis be able to transfer galley waste from the cages into to galley waste bin; should waste be disposed incorrectly at no extra cost. The galley waste shall then be disposed of accordingly by loading the waste into a trailer. This should also be communicated to the staff responsible for collection.
- The Service Provider shall on an 'ad hoc' basis transfer and clean up galley waste from quay surface into black plastic liner (thickness of black plastic liner shall be 200 microns) and then into a galley waste bin and disposal thereof.
- During the COVID-19 the service provider will be required to collect waste directly from the vessels and not from the wheelie bins.

G - TRANSPORTATION OF GALLEY WASTE REMOVAL

- While transporting Galley waste removed from TNPA the Service Provider must ensure compliance with the National Environmental Management: Waste Act 59 of 2008; 25 Duties of persons transporting waste and other relevant and applicable legislations.
- The Service Provider transporting waste must register with the relevant waste management officer in the Department, province or municipality and correct signage/placards must also be affixed on the vehicle transporting galley waste.
- The Service Provider must take all reasonable steps to prevent any spillage of waste or littering from the vehicle used to transport waste. If a spillage does occur; a must have a spill response procedure and this procedure must be activated to remediate the incident to ensure spill clean-up.
- The Service Provider, before offloading the waste from the vehicle, must ensure that the facility or place where the waste is transported is authorized to accept such waste.

- "Manifest" document must accompany each load of Galley Waste until it is responsibly and legally disposed of. This manifest is transferred from one transporter to the next along with the load, should more than one transporter be involved.
- During transportation the Service Provider must ensure compliance with the SABS Codes of Practice on Transportation of Dangerous Goods and also ensure that all personnel involved in the handling and transportation are adequately trained.
- Loaded '**galley waste**' shall be adequately covered in transit over public roads with a shade cloth or tarpaulins to prevent waste being windblown.

H - DISPOSAL OF GALLEY WASTE

- TNPA need to be assured that in the disposal operation the waste is being properly managed in a manner that is compliant to all applicable and relevant legislation.
- The Service Provider shall handle and dispose all galley waste at a hazardous landfill site in accordance to the requirement waste hazardous waste disposal legislative requirements and/or any new laws which were promulgated while this contract is in force.
- The Service Provider must provide a safe disposal certificate for all waste removed. No waste invoice will be paid without the safe disposal certificate.
- The ship galley waste will be disposed at a registered hazardous landfill site. Proof that the landfill site is permitted to dispose of galley waste must be submitted to TNPA with Tender documents.
- All ship galley waste must be placed in trenches, treated with lime and covered up.
- All bins and vehicles used for storing and transporting Galley waste must be cleaned and sanitized with lime.
- All ship galley waste must not be recycled or mixed with any other wastes. Correct PPE must be provided for employees that will be responsible for handling the waste as it considered infectious and the well-being of employees must be preserved at all times.

- Once the waste is properly disposed of at a suitable, permitted facility, a copy of the manifest must be returned to TNPA Environment Department, with the weigh bridge ticket and the Safe Disposal Certificate for that particular load.
- The Service Provider must ensure that he/she remains inside the cabin of his/her Vehicle during loading and disposal and the windows shall be closed, so as to ensure minimal inhalation of, without limitation, dust, or hazardous or toxic fumes; and
- Ensure that the vehicle is adequately equipped with spill kits, first aid kits and/or any other emergency equipment necessary.

I - OPERATION MONITORING

- The work shall be carried out under the supervision of TNPA and the Service Provider shall be responsible for the acts and omissions of its employees.
- The Service Provider, having inspected the areas concerned and the nature and quantities of galley waste requiring removal, shall perform the service in accordance with the conditions of the service contract and in such a manner that the areas concerned are left in a tidy and sanitary condition.
- The Service Provider shall co-operate with the officers of TNPA and shall comply with all instructions issued and restrictions imposed with respect to the works which affect the TNPA's operations.
- There must be a 24 hour communication between Service Provider and TNPA Environmental Department responsible personnel. If need be; the Service Provider shall nominate representatives of whom at least one shall be available at any hour for call-out purposes in case of an emergency. The Service Provider shall provide the Environmental Manager with names, addresses and telephone numbers of the representatives.
- In the event of there being industrial action in the port, whereby the Service Provider is prevented from gaining access to provide a service, the Service Provider shall immediately notify the TNPA Environmental Manager. Contingency plans shall be introduced whereby it may be necessary to perform the service outside normal working hours.
- The Service Provider shall comply with all applicable legal requirements in relation to handling, storage and transportation of hazardous waste.
- The Service Provider shall comply with all the conditions of the Ports Waste disposal license issued in terms of section 57 of the National Ports Act No. 12 of 2005.
- TNPA SHE audit team will conduct site audits or inspections (or both) at the Service Provider's site on at least once a year to ensure compliance with all legislative requirements.
- TNPA Port of Richards Bay will issue a non-conformance where the Service Provider is not complying with the conditions stated on this specification.

J - INTERIM STORAGE OF GALLEY WASTE

- In the event of there being a critical need for interim storage of the Waste after it leaves the Port but before being disposed at the registered Landfill Site, then the Service Provider shall:
 - Obtain prior written approval from the Environmental Manager;

- Transport such Galley Waste to its registered Consolidation facility that has been approved and permitted by DEA and/or DAFF;
- Ensure that such Galley Waste does not remain overnight in a Consolidation Facility and that it is disposed of on the same day at the registered Landfill Site; and
- Be responsible for all and any costs incurred in relation to the Galley Waste being transported to and from Consolidation Facility and thereafter to the registered Landfill Site.

K - INFORMATION TO BE OBTAINED ON SITE

- It is an express condition that all tenderers will attend the compulsory site inspection to acquaint themselves with the nature of the work, the conditions under which the work is to be done, the means of access to the site, any limitations or restrictions that may be imposed by TNPA, local or other authorities.
- In general, to ensure familiarity with all matters that may influence or affect the contract as that shall be deemed to have been allowed in his tender for any additional costs involved due to the foregoing as no claims for any extras will be entertained.

L - SPILLAGES BY THE SERVICE PROVIDER

- The Service Provider must ensure that all necessary and reasonable measures are taken to prevent the spillage of Galley Waste in the Port of Richards Bay on public roads, onto third party property and into and onto the environment, during the loading, removal, transportation, consolidation (if applicable) and disposal of the Galley Waste.
- The costs of any spillage clean up shall be for the sole account of the Service Provider and the Service Provider hereby indemnifies TNPA against all costs, charges and claims of whatsoever nature and howsoever arising which may be made against it by any person, entity or organisation.
- The Service Provider shall ensure that in the event of a spillage occurring:
 - Immediately inform the TNPA of the incident as well as remediation measures undertaken;
 - The vehicle and all affected areas must be appropriately cleaned and sanitised after disposal;
 - That the chemicals used by the Contractor, in the clean-up process are bio-degradable and that the Service Provider will ensure that the chemicals will not contaminate storm water and / or cause any damage or harm to the environment;
 - That the Service Provider has adequate hazmat resources;
 - That the Service Provider will adhere to the Emergency turn-around time which will be provided to the Service Provider prior to the Commencement Date;
 - That the Service Provider will not leave the affected area until the spillage has been completely cleaned-up to the satisfaction of the environmental authorities and/or the TNPA Representative.

M - SPILLAGES BY TNPA

- The Service Provider shall ensure that:
 - It adheres to the Emergency turn-around time, which will be provided to it prior to the Commencement Date, when requested by the Port of Richards Bay to clean up a spillage;
 - the chemicals used in the clean-up process are bio-degradable and that it will ensure that the chemicals will not contaminate storm water and / or cause any damage or harm to the environment;
 - It has adequate hazmat resources;
 - It will not leave the affected area until the spillage has been completely cleaned-up to the satisfaction of the environmental authorities and/or TNPA Representative;

N - SAFETY REQUIREMENTS

- The Service Provider as the employer shall comply with all the relevant sections and regulations of the Occupational Health and Safety Act, Act No. 85 of 1993 during the contract period.
- The Service Provider will be responsible for adherence to TNPA's safety rules. To ensure that the Service Provider complies with relevant safety legislative requirements; the Service Provider bring all employees to be involve in the contract for safety induction at least two weeks prior to the contract scheduled start date and must submit a safety file via TNPA Project manager to TNPA Risk department for review and approval prior to commencement of any works.
- The safety file must be submitted via Project Manager at least 2 weeks prior to the scheduled start of the work to ensure that is approved on time. The content of the safety file will be communicated to the awarded Service Provider by the TNPA Project manager.
- Compliance will be verified during the SHE audits to be conducted at the Service Provider site annually

11 Legal review

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

12 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.

13 National Treasury's Central Supplier Database

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

14 Tax Compliance

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

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

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

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

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

TIP-OFFS ANONYMOUS:

Ethics Helpdesk
Ethics Management System™

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

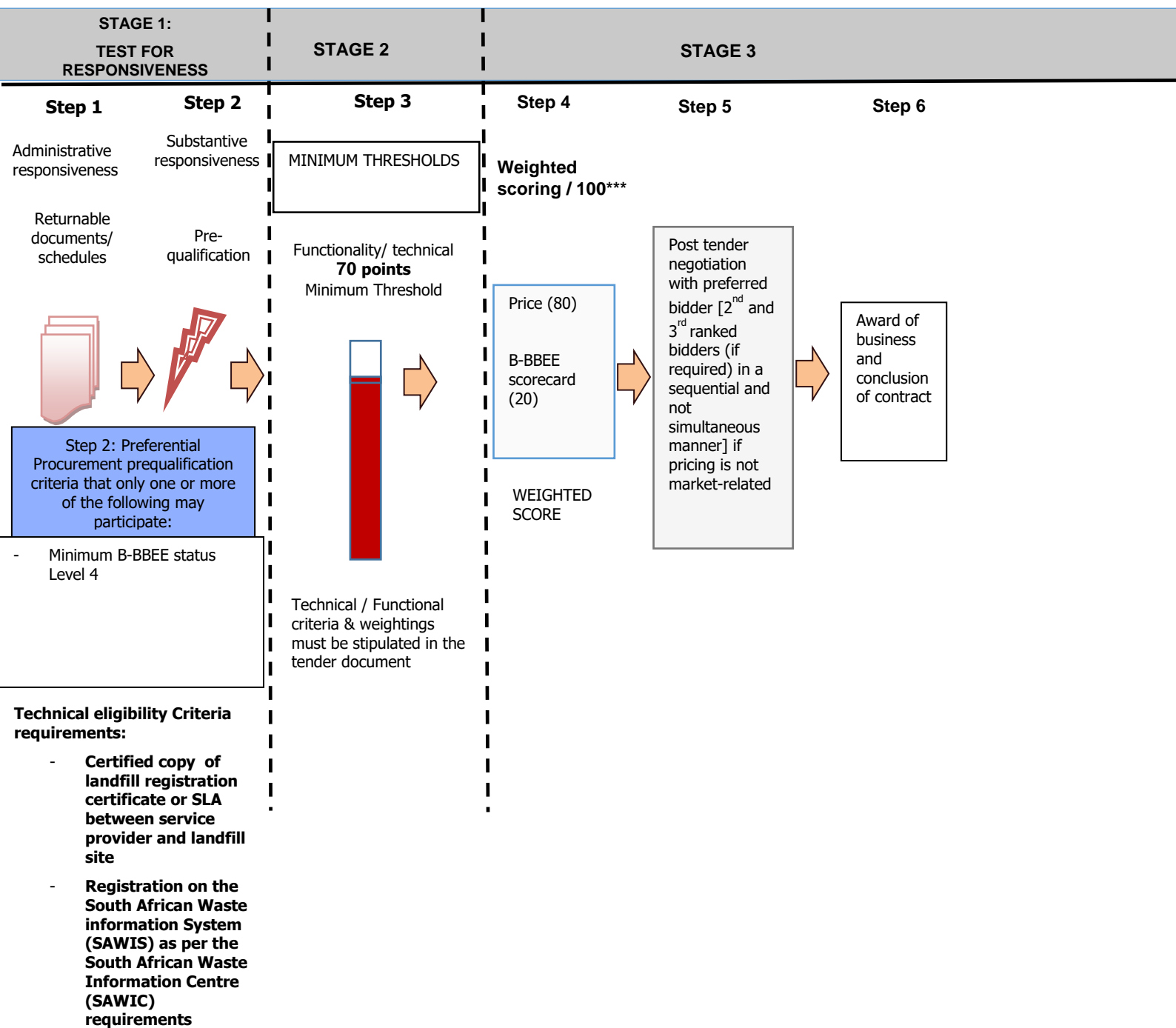
 <p>AI Voice Bot "Jack" Speak to our AI Voice Chat Bot (JACK) and you can speak with him. He is designed to be human, with the option to record a message and speak to an agent at any time.</p> <p> 0800 003 066</p>	 <p>AI Voice Bot "Jack" Speak to our AI Voice Chat Bot (JACK) and you can speak with him. He is designed to be human, with the option to record a message and speak to an agent at any time.</p> <p> 086 551 4163</p>	 <p>WhatsApp Speak to an Agent via WhatsApp.</p> <p> reportit@ethichelpdesk.com</p>	 <p>Speak to an Agent Speak to an Agent via the platform with no call or data charge.</p> <p> *120*0785980808#</p>	 <p>Telegram Speak to an Agent via Telegram.</p>
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SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

15 Evaluation Criteria

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



1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 3</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 3</i>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>

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

1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met: <ul style="list-style-type: none"> Attendance of a compulsory briefing session 	<i>Section 2 paragraphs 2.2</i>
<ul style="list-style-type: none"> Whether any set pre-qualification criteria for preferential procurement have been met: <ul style="list-style-type: none"> Respondents with a minimum B-BBEE status level of 4; Respondents that are Exempted Micro Enterprises (EMEs) OR Qualifying Small Enterprises (QSE) may participate 	<i>All sections including: Section 2 paragraphs 3.1 & 3.2</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Whether any technical pre-qualification criteria set by Transnet, have been met <ul style="list-style-type: none"> Certified copy of Landfill Registration Certificate and/or SLA between Service provider and Landfill site owner; Registration on the South African Waste Information System (SAWIS) as per the South African Waste Information Centre (SAWIC) requirements; 	<i>Annexure B of Scope of work</i>

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

1.3 STEP THREE: Minimum Threshold 70% points for Technical Criteria –

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

Technical Evaluation Criteria	Weightings	Sub-Criteria	Sub-Weight
Extensive company profile and a list of reference letters with contact details not older than 5 years for similar project undertaken; a list and value of similar previous work done	25%	<p>Company profile = 5</p> <p>Three Reference letters with contactable reference = 12 (4 points for each letter) Letters without contactable references = 0</p> <p>List of previous work with contract values = 8 Below R100 000 = 0 above R100 000 to R249 999 = 2 above R2 500 000 to R4 999 999 = 6 above R5 000 000 = 8 List of previous work with no contract value = 0</p>	
<p>Safety, Health (including COVID-19) and Environmental Risk Assessment listing project specific risks and mitigation, Operational Procedures e.g. waste collection, Emergency Response plan with Spill Management Procedure.</p> <p>List of PPE Personal protective equipment e.g. boots, white suits and gloves</p>	35%	<p>SHE Risk Assessment with project specific risks = 10</p> <p>SHE Risk Assessment without mitigation measures = 0</p> <p>SHE Risk Assessment with generic risks = 5</p> <p>Operational Procedures = 10</p> <p>Emergency Response plan with Spill Management Procedure and contact details = 10</p> <p>Emergency Response plan with no spill management and no contact details = 0</p> <p>List of PPE = 5</p>	

Technical Evaluation Criteria	Weightings	Sub-Criteria	Sub-Weight
Evidence of training provided to staff who will be working on this project related to waste management services or spill response; The Bidder's Operator Drivers to be in possession of a valid Professional drivers permit for dangerous goods ("PDP-DG")	20%	Copy of PDP-DG = 5 Proof of Training (CVs) = 5 Proof of Training (Certificate) =5 Appointment letter of a site manager= 5	
Provision of a site manager dedicated to TNPA Port of Richards Bay;			
Equipment owned by the Bidder, including specialized equipment and vehicles able to provide the service with the maximum skips (7 cubes) and vehicles required for the service. Vehicles to be licensed to carry dangerous goods;	15%	List of equipment = 5 Less than 5 7m3 skips = 2 More than 5 7m3 skips = 5 Certificate for carrying dangerous goods = 5	
Environmental Plan (plan to ensure compliance with environmental legislative and other requirements) Lists environmental impacts and remediation thereof specific to the project	5	EMP = 10 Generic Environmental Management Plan = 0	
Total Weighting:	100%		
Minimum qualifying score required:	70%		
The bidder must attain at least 70 points to qualify for commercial evaluation. Failure to attain 70 points will result to an immediate disqualification of the application.			

Respondent's compliance with the minimum technical threshold will be measured by their responses to Annexure B. Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

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

1.4 STEP FOUR: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFQ Reference
• Commercial offer	Section 4

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

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

Where:

P_s = Score for the Bid under consideration
 P_t = Price of Bid under consideration
 P_{min} = 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.

16 Validity Period

Transnet requires a validity period of 90 [ninety] 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.

17 Disclosure of contract information

Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-

Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

Johannesburg Stock Exchange Debt Listing Requirements

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

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

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

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

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

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

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

18 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 completed in full	
TECHNICAL ELIGIBILITY CRITERIA: <ul style="list-style-type: none"> - Certified copy of Landfill Registration Certificate and/or SLA between Service provider and Landfill site owner; - Registration on the South African Waste Information System (SAWIS) as per the South African Waste Information Centre (SAWIC) requirements; 	
ANNEXURE B : Technical Submission/Questionnaire	
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFQ. With a minimum B-BBEE Level 4; and that are <ul style="list-style-type: none"> - Exempted Micro Enterprises (EMEs) OR Qualifying Small Enterprises (QSE) 	

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]
Extensive company profile and a list of reference letters with contact details not older than 5 years for similar project undertaken; a list and value of similar previous work done	
Safety, Health (including COVID-19) and Environmental Risk Assessment listing project specific risks and mitigation, Operational Procedures e.g. waste collection, Emergency Response plan with Spill Management Procedure. List of PPE Personal protective equipment e.g. boots, white suits and gloves	
Evidence of training provided to staff who will be working on this project related to waste management services or spill response; The Bidder's Operator Drivers to be in possession of a valid Professional drivers permit for dangerous goods ("PDP-DG") Provision of a site manager dedicated to TNPA Port of Richards Bay;	
Equipment owned by the Bidder, including specialized equipment and vehicles able to provide the service with the maximum skips (7 cubes) and vehicles required for the service. Vehicles to be licensed to carry dangerous goods;	
Environmental Plan (plan to ensure compliance with environmental legislative and other requirements) Lists environmental impacts and remediation thereof specific to the project	

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 8: SBD 9 - Certificate Of Independent Bid Determination	
SECTION 9 : Certificate of attendance of compulsory RFQ Briefing session	
SECTION 10 : PROTECTION OF PERSONAL INFORMATION (POPIA)	
Respondents who are registered with the national treasury's CENTRAL SUPPLIER DATABASE (CSD)	

19 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately

without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

Respondent's Signature

Date & Company Stamp

SECTION 4

QUOTATION FORM

I/We _____

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

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

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

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

Price Schedule

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

	DESCRIPTION	RATE PER ITEM	MONTHLY RATE	12 MONTHS RATE
Preliminary and General	<i>Including PPE and other preparatory costs</i>	R	R	R
	DESCRIPTION	RATE PER ITEM	MONTHLY RATE	12 MONTHS RATE
Daily Operation	Removal of galley waste from one wheelie bins provided in each berth twice daily	RATE PER DAY	RATE PER MONTH	RATE FOR 12 MONTHS
		R	R	R
	Transportation of galley from the quayside to temporal storage site.	RATE PER DAY	RATE PER MONTH	RATE FOR 12 MONTHS
		R	R	R
	Temporal (+/-24 hour) storage	RATE PER DAY	RATE PER MONTH	RATE FOR 12 MONTHS

Respondent's Signature

Date & Company Stamp

		R	R	R
	Transportation and disposal at legal landfill site	RATE PER TRIP	RATE PER MONTH	RATE FOR 12 MONTHS
		R	R	R
	TOTAL	R	R	R
Adhoc Operation	11 m3 skip placement, removal, transportation and disposal. An average of 16 skips requested per month	RATE PER SKIP	RATE PER MONTH (20 skips)	RATE FOR 12 MONTHS (20 skips)
		R	R	R
	Transfer of galley waste, on an adhoc basis, from a cargo skip into a galley waste skip. An average of 1 request every month.	RATE PER SKIP	RATE PER MONTH	RATE FOR 12 MONTHS
		R	R	R
	Transfer of galley waste, on an adhoc basis from the quay surface or in a cage into black liner bags and then into a galley waste skip on event in 3 months.	RATE PER SKIP	RATE PER 1 MONTHS	RATE FOR 12 MONTHS
		R	R	R
	TOTAL	R	R	R
	OVERALL SUB-TOTAL	R	R	R
	14% VAT	R	R	R
	OVERALL TOTAL	R	R	R

Respondent's Signature

Date & Company Stamp

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

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

Notes to Pricing:

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

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

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

SECTION 5

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

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

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor in Transnet's system.

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** 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** 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** a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

12. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

13.2. Identity Number:

13.3. Position occupied in the Company (director, trustee, shareholder²):

¹ "State" means –

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

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

13.4. Company Registration Number:

13.5. Tax Reference Number:

13.6. VAT Registration Number:

13.7. Are you or any person connected with the bidder presently employed by the state?	YES / NO
13.7.1. If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:
Any other particulars:
13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	YES / NO
13.8.2. If no, furnish reasons for non-submission of such proof:
13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
13.9.1. If so, furnish particulars:
13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.10.1. If so, furnish particulars:
13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.11.1. If so, furnish particulars:
13.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
13.12.1. If so, furnish particulars:

Respondent's Signature

Date & Company Stamp

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

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

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

BREACH OF LAW

15. We further hereby certify that *I/we **have/have not been*** 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 _____

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, 2017.

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 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 The **80/20** preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price; 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-BBBEE 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 Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-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.

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

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 an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 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**SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;

⁴ 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

- e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 9**CERTIFICATE OF ATTENDANCE OF COMPULSORY TENDER BRIEFING**

It is hereby certified that –

1. _____

2. _____

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

Attended the Tender briefing in respect of the proposed 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 10**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, 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