

TRANSNET PORT TERMINALS

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No 11415053

**FOR THE PROVISION OF MATERIAL HANDLING SERVICES FOR COAL AT THE KENDAL INLAND
TERMINAL FOR COAL FOR A PERIOD OF THREE (3) MONTHS.
FOR A PERIOD OF THREE (3) MONTHS**

ISSUE DATE: 08/04/2025

CLOSING DATE: 11/04/2025

CLOSING TIME: 12:00 PM

Note to the bidders:

Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR THE PROVISION OF MATERIAL HANDLING SERVICES FOR COAL AT THE KENDAL INLAND TERMINAL FOR COAL FOR A PERIOD OF THREE (3) MONTHS.

BID NUMBER:	11415053	ISSUE DATE:	08/04/2025	CLOSING DATE:	11/04/2025	CLOSING TIME:	12: 00 PM
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DESCRIPTION **FOR THE PROVISION OF MATERIAL HANDLING SERVICES FOR COAL AT THE KENDAL INLAND TERMINAL FOR COAL FOR A PERIOD OF THREE (3) MONTHS.**

BID RESPONSE DOCUMENTS SUBMISSION

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

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.

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

- Log on to the Transnet eTenders management platform website/Portal (transnetetenders.azurewebsites.net) (please use **Google Chrome** to access Transnet link/site free of charge);
 - Click on "ADVERTISED TENDERS" to view advertised tenders;
 - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net
- a) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- b) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- c) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Kuhlekonke Zwane	CONTACT PERSON	Kuhlekonke Zwane
TELEPHONE NUMBER	035 905 3465	TELEPHONE NUMBER	035 905 3465
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Kuhlekonkezwane@transnet.net	E-MAIL ADDRESS	Kuhlekonkezwane@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 MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:_____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

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

2 Communication

- 2.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to **Kuhlekonke Zwane** before **12:00 pm on 10 April 2025**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 2.2 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.
- 2.3 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.
- 2.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the **Kuhlekonke Zwane** on any matter relating to its RFQ response:

Telephone **035 905 3465**

Email: **Kuhlekonkezwane@transnet.net**

- 2.5 All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.

3 Legal Compliance

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

4 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.

5 Changes to Quotations

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

6 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.

7 Disclaimers

- 7.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:
 - modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
 - reject any Quotation which does not conform to instructions and specifications which are detailed herein;
 - disqualify Quotations submitted after the stated submission deadline;
 - not necessarily accept the lowest priced Quotation or an alternative bid;
 - place an order in connection with this Quotation at any time after the RFQ's closing date;
 - award only a portion of the proposed goods / services which are reflected in the scope of this RFQ;

- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.

8 Specification/Scope of Work

Refer to Annexure A – SOW

9 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.

10 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.

11 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.

12 Tax Compliance

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

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

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

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

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

TIP-OFFS ANONYMOUS:



Ethics Helpdesk (Pty) LTD.
Ethics Management System™

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



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



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



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



Telegram
Speak to an Agent via Telegram



0800 003 056



086 551 4153



reportit@ethicshelpdesk.com



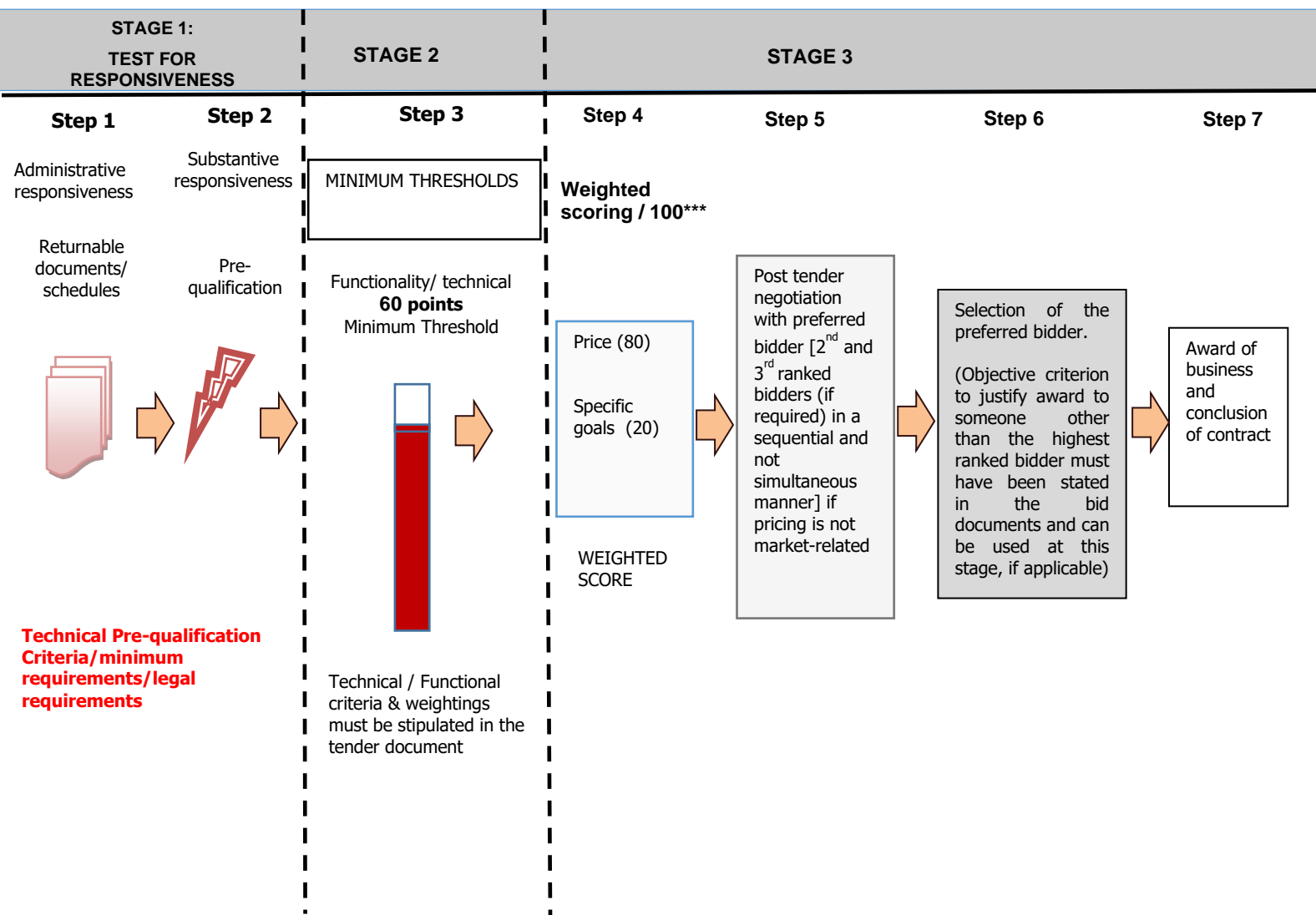
***120*0785980808#**

SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria [Indicate appropriate criteria - remove / add where necessary]

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
• Whether the Bid has been lodged on time	
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	Section 3
• Verify the validity of all returnable documents	Section 3
• Verify if the Bid document has been duly signed by the authorised respondent	All sections

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 and legislation qualification criteria set by Transnet, have been met 	<i>All sections</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>

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 60 points for Technical Criteria

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

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 5)/ (0 to 10)
Trade Reference Letter Performance record in handling Bulk and break-Bulk Commodities or a similar operation. Bidder is required to submit a Minimum of One (1) signed Trade Reference Letters from existing/previous clients, on the clients' letterhead and must not be dated older than twelve (12) months.	20	Bidder to submit a Minimum of (1) signed Trade Reference Letters from existing / previous clients, on the clients' letterhead and must not be dated older than twelve (12) months= 20 Points

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 5)/ (0 to 10)
		If the bidder does not provide trade reference = 0 points
Geographic Location Bidder to submit Geographical Proximity of service provider's office in relation to the Transnet site/s (50km - 100km radius) Bidder's office must be within Valid Lease Agreement for office or operating site / Municipality Bill / Letter from the councillor	15	50 Km to 80 Km or less = 15 Points 81 Km to 100 Km = 10 points +100Km = 5 Points Did not provide as per requirements and no submission of confirmation = 0 Points
Safety SHE file. 3.1 Insurance/General Liability, but limited to the following: 3.1.1 The Successful bidder must have a broad form of "current" insurance liability cover which includes Professional Indemnity Insurance/Professional Liability Insurance/General Insurance/Public Liability Insurance with a minimum indemnity limit of R4 000 000.00 (four million rands) per incident. 3.2 Criteria to be included in the SHE file, but not limited to the following: 3.2.1 Employees Annual Medical Report /Certificates 3.2.2 Front End Loader Calibration Certificates 3.2.3 Front End Loader with orange revolving lights during operation and with reverse siren 3.2.4 Front End Loader must be numbered and be provide with periodic maintenance schedule 3.2.5 PJO's (Planned Job Observation) 3.2.6 SHE Reps Appointment Letters and Certificate/s. 3.2.7 Proofs / Records of safety monthly meetings 3.2.8 Current insurance liability cover with minimum indemnity limit of (R 4,000 000.00) Four Million South African Rands. 3.2.9 First Aid boxes and certificate of trained First Aider/s.	15	Criteria to be included in the SHE file, but not limited to the following: If the bidder's safety file as per 3.1 & 3.2 complies with all 10 requirements = 15 Points If the bidder's safety file as per 3.1 & 3.2 complies with 6-9 requirements = 10 Points If the bidder safety file as per 3.1 & 3.2 complies with 1-5 requirements = 5 Points If the bidder safety file does not comply with any of the requirements = 0 Points
Equipment Availability Ability to supply proof of registered ownership for all front-end loaders and / or a letter from a leasing agent as a confirmation that they will lease the equipment.	15	Bidder to submit a copy of a Logbook/Letter from Leasing Agent or Owner: - Ownership or confirmation of the leasing of all equipment as per SOW = 15 Points - No submission of ownership or lease of any equipment = 0 Points .
Technical Support Bidders to submit a comprehensive Business Continuity Plan, including (amongst others) the following criteria:-	15	Response time from the time when the call was logged: Within 60 mins = 15 Points More than 60 mins and up to 90 mins = 10 Points

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 5)/ (0 to 10)
		More than 90 mins = 5 Points
Business Continuity Plan (BCPM) 6.1 The business contingency plan must include the following: 6.1.1 Contingency labor work force per shift 6.1.2 Training 6.1.3 Transportation 6.1.4 Security Planning -Equipment availability -Spare C31 part availability 6.2 Transnet Port Terminals regards strike management plan very important in cargo handling business. Roles and responsibilities of the strike management team should be well defined. It should cover the following minimum information in the following categories: Pre-strike planning, During the strike, Post-strike review. 6.2.1 List the strike management team and their contact details; 6.2.2 How and when to declare a strike; 6.2.3 Business continuity management process; 6.2.4 Command centre operation; 6.2.5 Chain of command for strike operations; 6.2.6 Communication protocols e.g. notifying customers and regular strike reports; 6.2.7 Identification of striking employees from non-striking employees e.g. go slows; 6.2.8 Disciplinary process for illegally striking employees etc; 6.2.9 Strike diary; 6.2.10 Emergency Planning	20	6.1 Bidder must confirm that they will provide Business Continuity Plan amongst other things inter alia criteria should cover the following: (6.1.1) Contingency labour work force, (6.1.2) Training, (6.1.3) Transportation and (6.1.4) Security planning = 10 Points 6.2 Strike management plan should cover the following catagoties: (6.2.1) list the strike management team and thier contact details; (6.2.2) how and when to declare a strike= 3 Points (6.2.3) Business Continuity management process and (6.2.4) command center operation = 2 Points (6.2.5) Chain of command for strike operations ; (6.2.6)communication protocols and regular strike report and (6.2.7) Identification of striking employees from non-striking employees e.g. go slows = 3 Points (6.2.8) Disciplinary process for iligally striking employees etc, (6.2.9) strike diary and (6.2.10) Emergency planning = 2 Points
Total Weighting:	100	
Minimum qualifying score required:	60	
•		

Respondents must complete and submit **Annexure B** which include a **Technical Questionnaire**. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Annexure

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 and TCO Criteria [Weighted score 80 points]:

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

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

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

Where:

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

b) Specific Goals [Weighted score 20 point]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

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: Objective Criteria (if applicable)

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

- Skills Transfer and Capacity Building for Transnet;
- Impact on Transnet's Return On Investment;
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market;
- the tenderer:
 - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - has the legal capacity to enter into the contract
 - is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - complies with the legal requirements, if any, stated in the tender data and
 - is able, in the option of the employer to perform the contract free of conflicts of interest.
- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
 - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
 - a due diligence to assess functional capability and capacity. This could include a site visit;
 - A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
 - Reputational and Brand risks

1.7 STEP SEVEN: Award of business and conclusion of contract

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

2 Validity Period

Transnet requires a validity period of 60 [thirty] Business Days from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

3 Disclosure of contract information**Prices Quoted**

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

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:

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

4 Returnable Documents

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

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

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

a) Mandatory Returnable Documents

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 4 : Quotation Form	
Operators Qualification	

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]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	
Trade Reference Letter	
Geographic Location	
Safety SHE file.	
Equipment Availability	
Technical Support	
Business Continuity Plan (BCPM)	

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]
SECTION 1: SBD1 Form	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: Protection of Personal Information	

5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SECTION 4

QUOTATION FORM

I/We _____

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

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

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

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

Price Schedule

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

Labour rates for operator

No	Designation	Normal rate (R/hr)	Overtime rate (R/hr"	Saturdays rate (R/hr)	Sundays/Public holiday (R/hr)
1	One FEL Driver or operator				

Respondent's Signature

Date & Company Stamp

Equipment rate

No	Equipment	Unit	Price
1	One (1) Front-End Loader with load cells	Rand Per month	
2	Mobilizing/transport two (2) x Front-End Loaders on site	Once off	
3	Demobilizing/transport two (2) x Front-End Loaders off site	Once off	

Diesel bowser on a trailer rate

No	Equipment	Unit	Price
1	2500lt diesel bowser for refuelling	Rand Per month	
2	Diesel price	R/litre	

Item No	Description of Item	Total per month	Total for 3 months	TOTAL PRICE OF ITEM [ZAR]
1	Labour rates for operator			
2	Equipment rate			
3	Diesel bowser on a trailer rate			

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Total (inclusive of VAT)

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

Respondent's Signature

Date & Company Stamp

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 could result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

SECTION 5

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

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

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

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

13 Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

YES/NO

13.2.1. If so, furnish particulars:

.....
.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....
.....

14 DECLARATION

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

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

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

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

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

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

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

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

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

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of _____	AS WITNESS:
duly authorised hereto	
Name:	Name:

Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

Respondent's Signature_____
Date & Company Stamp

SECTION 7: SPECIFIC GOALS POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Either the 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution.
 - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.5 The maximum points for this bid are allocated as follows:

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

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-

Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1 or Level 2	10
+50% Black Youth Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural areas	Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section.....Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Section.....Job Creation Schedule Returnable documents
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women owned, 51% Black Youth and 51% Black people with	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

<p>disabilities</p> <p>II. Entities with a specified minimum B-BBEE level (1 and 2)</p> <p>III. EMEs and/or QSEs who are 51% black-owned</p>	
<p>The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area</p>	<p>CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity</p>

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	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[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.]</p>
EME ³	<p>Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

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

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

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

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

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

5. BID DECLARATION

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

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

6.1

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier

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

[*TICK APPLICABLE BOX*]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1.
 2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

Respondents are required to provide consent below:

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

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

Signature of Respondent's authorised representative: _____

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

**TRANSNET PORT TERMINALS****TENDER NUMBER:**

PROVISION OF MATERIAL HANDLING EQUIPMENT AT KENDAL INLAND TERMINALS IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) MONTHS CONTRACT (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS REINAFTER REFERRED TO AS "TPT")

SCOPE OF WORKS

PROVISION OF MATERIAL HANDLING EQUIPMENT AT KENDAL INLAND TERMINALS IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) MONTHS CONTRACT
COMMODITY HANDLED: COAL





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Table 1: List of Abbreviations

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
QA	Quality Assurance
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
TPT	Transnet Port Terminal
KZN	Kwa-Zulu Natal
ECSA	Engineering Council of South Africa
RCB	Richards Bay
PPE	Personal Protective Equipment
OEM	Original Equipment Manufacturer
COF	Certificates of Fitness



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2 Background Overview of Works

2.1 Overview

Transnet Port Terminals is a division of Transnet SOC Limited whose core business is to provide cargo handling to a wide spectrum of customers, including shipping lines, freight forwarders and cargo owners. Operations are divided into five major business segments, namely containers, bulk, break bulk, automotive and Transnet National Port Authority (TNPA).

The Kendal Inland Terminals is located Brits in Mpumalanga Province, the day to day running of the terminal is a collaboration between two Transnet operating divisions namely Freight Rail and Port Terminal. The establishment of Kendal Inland Terminals is to support emerging Coal Miners to access international markets, integrate the supply value chain and increase opportunities for Coal handling with less delays.

Transnet Port Terminals manages the offloading of Coal from the private side tipper trucks coming from the mines onto the stockpiles, which it also manages operations on a day-to-day basis.

Coal is received weighed into vicinity by and offloaded from private Road Motor Transport, stockpiled according to client's specifications and grade by Transnet Port Terminals. Kendal is a coal inland terminal operating on a TFR rail siding. The terminal handles only coal cargo received via road trucks to be railed for Domestic and Export purposes. The site has Capacity to handle 1,5 million tons per annum. The cargo is offloaded from road trucks into designated stockpiles and loaded onto rail wagons utilizing the terminal's materials handling equipment.

Kendal siding consists of 4 lines, and the siding can only be accessed from the Ogies side. Lines are numbered as 1-4 terminating at stop block on the Welgedag side. All lines are NON-ELECTRIFIED and movement to and from siding are controlled by CTC Ogies.

Line 1 and 2 can be used as alternate to load domestic coal at a maximum of 48 CFR wagons, 24 on each line.

Line 3(60 wagons) and 4(70 wagons) are longer and used for loading both export and domestic. A rail weighbridge is installed at the entrance of the siding on the Ogies side.

Transnet Freight Rails supplies rail wagons which are then used to load Coal and dispatched by rail and destined for the Port of Richards Bay.

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Export/RBCT empties are brought as **80 wagons** and get split inside the siding, while domestic coal empties at a maximum of **40 wagons** get placed at once. (No split on line 3 and 4).

Therefore, Kendal Inland Terminal strategic operational position works as a feeder hub for Coal destined for the Port of Richards Bay by Rail.

It is therefore of utmost importance to mitigate any form of risk to health, environment and operation by efficient means and right practices within the governing regulations of cargo spillage waste management acts and guiding policies.

The aim of this scope of work is to acquire a service provider to carry out material handling equipment and human resources at the Kendal Inland Terminals

Main Work Information

The aim of this scope of work is to acquire a service provider to carry out material handling equipment and human resources at the Kendal Inland Terminals to perform Material Handling.

The terminal seeks a supplier to supply and do a full on-site material handling services shift basis 06h00-14h00, 14h00-22h00 and 22h00-06h00 Monday to Friday and Weekends Saturday-Sunday for 24 hours a day, inclusive of Public holidays at Kendal Inland Terminals for a period of two (2) months.

Transnet Port Terminals (TPT) wishes to outsource a portion of cargo handling services for the Kendal Inland Terminal. The successful bidder will be required to supply front-end loaders (FEL) with load cells, and staff as detailed in this document. The services rendered are associated with the receipt of coal into the terminal, stockpiling thereof, and the loading into empty rail trucks.

TPT (or it's appointed 3rd party inspector) reserves the right to carry out inspections on all equipment. In this regard TPT reserves the right to carry out technical site visits of the preferred bidder/s at any time without giving prior notice to that preferred bidder/s. Should that preferred bidder fail to provide the required equipment (Front-end loaders) the bidder may be eliminated from further participation in the tender. Transnet Port Terminals (TPT) reserves the right to award the scope individually to different Bidders.

Safety and access requirements such as medicals, badging, transport, PPE, including SHE files shall be for the Successful bidder's account and will be required at the commencement of contract.

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- 2.1.1** The tender includes cargo handling services and the provision of materials handling equipment (front-end loaders) with Operators, and labour at Kendal Inland Terminal Terminals, for both Inbound and Outbound cargo.
- 2.1.2** The contract duration will be two (2) months from the date of award, on a fixed term basis, including a lead-time of 5 days for site establishment.
- 2.1.3** Volumes handled by the Kendal Inland Terminals, Volumes estimates are not absolute. Kendal Inland Terminal plans to handle the following volumes in the two (2) month period:

Commodity Handled	Month	Month	Total/Tons
	1	2	
Coal	161 000 Tons	161 000 Tons	322 000 Tons

2.2 Operational Handling Methodology at Kendal Inland Terminals

- 2.2.1** Adherence to TPT, TFR, TNPA Policies and Standard Operating Procedures (SOP).
- 2.2.2** Always use of appropriate and applicable Personal Protective Equipment (PPE).
- 2.2.3** Availability of all equipment and labour as per the scope of work requirement.
- 2.2.4** CARGO HANDLING PROCESS:

- Receive cargo by road truck.
- Weigh it utilizing weighing in road weighbridge.
- Move it to the correct stacking area.
- Back-stack it to required height.
- Load to empty rail wagons.

2.2.5 OPERATIONAL REQUIREMENTS FOR STOCKPILE MANAGEMENT:

Customers

- Will forward 24Hrs Road truck dispatches via email to the TPT Administrator denoting registration, Customer, Grade, Size, Mass and Description. Then the TPT administrator will load the information in the weighbridge system.

The Weighbridge Operator

- Will ensure that all the information on the delivery note corresponds with the information loaded on system and that was sent by the customers.



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- Will record each transaction on a tally sheet for reconciliation purposes and in case of a system failure.
- The customer's name and the correct stockpile number must be communicated to the spotter using two-way radio system to ensure that the Road Truck is offloaded in the correct stockpile.

The spotter

- Will collect and check delivery slip from the truck driver to ensure that all the cargo is offloaded at the correct stockpile.

Front-end Loaders (FEL)

- will be used to back stack the coal to ensure optimal stockpile capacity but may not drive onto the cargo whilst back stacking.
- Stockpile must be far enough from the rail wagons to give the front-end loader drivers adequate space to load the coal at a 90-degrees angle.

2.2.6 OPERATIONAL REQUIREMENTS FOR RAIL LOADING:

- Control measures must be in place to ensure NO damage to Transnet equipment and assets.
- Each train (80 wagons) must be completed within 4 hours of being placed.
- Once the trucks are placed on the siding, they must be physically checked defect and contaminants.
- Prior to loading, rail wagons must be inspected to ensure they are correctly placed.
- Front-end Loader operator to give weight of a scoop to the cargo coordinator for recording purpose using two-way radios.

2.2.7 Front-end loaders (FEL)- must be capable of loading open top rail wagons (height of 4.0 meters).

2.2.8 Front-end loaders (FEL) Operator -must be in possession of a valid driver's license (preferably code 14) plus a valid certificate of competency.

2.2.9 Cargo coordinator/ Spotter- will monitor the coal loaded per wagon to prevent under/ overloading per wagon.

- Cargo coordinator to record and add scoop weights until the agreed tonnage per truck is met.
- Cargo coordinator to record truck number, colour code or cargo type, time when loading started and time of wagon completion.

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-
- The Cargo coordinator will then compile a truck list and hand this together with tallies to the TPT Operations Supervisor for approval.

2.2.10 General Workers - Will level each rail truck to ensure the loading profiles are level. Labels must be made out and placed on both sides of the rail wagons indicating the details of the consignment. Once the loading of the rail wagons has been completed the siding must be cleaned of all spillages by the General workers, and spillages must be put aside for approval from the customer.

- Regular track cleaning must be performed by the General workers to ensure compliance with the Railway Regulator's Requirements.
- Vegetation must be cleared by General workers on a regular basis.
- **Note:** The operation is 24 hours per day, 7 days per week.

2.2.11 The trains arrive at the terminal in the following block loads:

- Domestic coal block load is 80 wagons.

2.2.12 SHE FILE AND INSURANCE COVER

The service provider is to submit high level of safety SHE files consisting of:

- Employee annual medical report
- Front End Loaders calibration certificates
- Front End Loader with orange revolving lights during operation and with reverse siren
- Front End Loader must be numbered and be provided with periodic maintenance schedule.
- PJO's (Planned job observation)
- SHE reps' appointment letters
- Proofs / Records of safety monthly meetings
- First Aid boxes and trained first Aiders.

2.2.13 EQUIPMENT AVAILABILITY

- All equipment and operators must be readily available to commence work as prescribed by Transnet's Port Terminal Manager.
- There should be no idle time caused by any equipment non-availability during the off-loading and loading process.
- If the non-availability of any equipment is due to mechanical breakdown, it is the Successful bidder's responsibility to ensure that this does not lead to production delays or deviations from the norms outlined in point 2.3.30.

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2.2.14 During the time for carrying out repairs or extends to longer than 2 hours for any equipment, the Successful bidder shall ensure that replacement equipment is provided.

2.2.15 Equipment refuelling must be done outside of normal working hours.

2.2.16 The Successful bidder must have a broad form of "current" insurance liability cover which includes Professional Indemnity Insurance/Professional Liability Insurance/General Insurance/Public Liability Insurance with a minimum indemnity limit of R5 000 000.00 (five million rand) per incident.

2.2.17 PERSONNEL REQUIREMENTS:

It is expected that the service provider must fulfil all operational requirements as detailed above.

Adequate manning levels **per shift** will be required: -

- 2.3.17.1 3 x Front-end drivers (for 3 front-end loaders)
- 2.3.17.2 3 x Cargo coordinators (tally clerks)
- 2.3.17.3 2 x Weighbridge operators (for 2 road weighbridges)
- 2.3.17.4 2 x Spotters
- 2.3.17.5 4 x General workers (rail cleaners)
- 2.3.17.6 1 x Office Cleaner (cleaning of offices, mess rooms and ablutions)

Service Provider to note the following:

- Although TPT will place a Terminal Manager and Shift Supervisors

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on site, it is required that the service provider must have a supervisor on site to ensure that all instructions are carried out.

- TPT will provide fuel for all the machines.
- TPT will also place a safety and environmental officer onsite and it is expected that the Service Provider's staff will be subject to his guidance regarding safety and environmental compliance related matters.

2.2.18 All Drivers/Operators must possess valid Driver's License in terms of the National Road Traffic Act No 93 of 1996 as well as any other relevant Operators license or permit as required by South African Law and all other relevant legislation.

2.2.19 The Successful bidder's personnel must have the requisite knowledge, skill and experience required to perform the required work.

2.2.20 RECORD KEEPING REQUIREMENTS:

It is a compulsory requirement that the Successful bidder's Operator Tonnage Reconciliation Sheets be signed by both the Successful bidder's representative as well as a TPT representative in accordance with the Terminal Manager's requirements.

- The original must be handed to the Terminal Manager for safekeeping.
- The reconciliation of the agreed handled tonnages must be signed off by the Successful bidder and the TPT Terminal Manager on a weekly basis.
- The Successful bidder shall immediately advise the TPT Operations Supervisor of all breakdowns and the replacement plan.
- The Successful bidder shall submit the reason for the non-availability of equipment together with the remedial action to be taken.
- All actions taken to replace, or repair will be within 2 hours as outlined in **2.3.14** above.

2.2.21 GENERAL OPERATIONAL REQUIREMENTS:

It is expected of the Successful bidder/s to work without any interruptions because of shift change overs, fuelling, re-fuelling, meal breaks etc. to ensure operational efficiencies and committed handling rates are met and/or exceeded.

- The required loading rate is 80 wagons in 4 hours, i.e. 4250 tons in 240 minutes.
- TPT reserves the right to invent or establish better ways of improving operational efficiencies with or without informing the Successful bidder.

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-
- Should this occur, the Successful bidder shall be engaged to review. This include, but not limited to, a change in the Terminal operating models.

2.2.22 SHIFT PATTERNS:

The Successful bidder's shift pattern will be aligned with that of the Terminal(s). The current shift patterns/schedules are as follows: -

Weekdays (i.e. Monday – Friday)

- 06h00 – 14h00 Morning Shift
- 14h00 – 22h00 Afternoon Shift
- 22h00 – 06h00 Night Shift

Weekends (i.e. Saturday and Sundays) and Public Holidays

- 06h00 – 18h00 Morning Shift
- 18h00 – 06h00 Night Shift

NB: Although these are the current shift patterns, TPT reserves the right to change the shift patterns without consulting the successful bidder and would expect the successful bidder to align their shift patterns with that of TPT's.

2.2.23 SPECIFIC DELIVERABLES FOR THE TENDER PROCESS**Weighted Criteria**

The following items will be used as scoring criteria: -

1. Trade Reference Letter
2. Geographic Location
3. Safety SHE File
4. Equipment Availability
5. Technical Support
6. Business Continuity Management Plan (BCMP)

The Bidder to submit a comprehensive Business Continuity Management Plan (BCMP), as per Compulsory Returnable including but not limited to the following:

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-
- I. Contingency labour work force per shift
 - II. Training
 - III. Transportation
 - IV. Security planning
 - V. Equipment Availability and Spares
 - VI. The strike management plan. It should cover the following minimum information in the following categories: Pre-strike planning, During the strike, Post-strike review.
 - VII. List the strike management team and their contact details;
 - VIII. How and when to declare a strike;
 - IX. Business continuity management process;
 - X. Command centre operation;
 - XI. Chain of command for strike operations;
 - XII. Communication protocols e.g. notifying customers and regular strike reports;
 - XIII. Identification of striking employees from non-striking employees e.g. go slows;
 - XIV. Disciplinary process for illegally striking employees etc.
 - XV. Strike diary
 - XVI. Emergency Planning

2.2.24 SPECIFICATIONS OF EQUIPMENT REQUIRED IN OPERATIONAL AREAS.

A successful bidder to provide a fleet of four (3) FELs.

All fleet must be in good working condition (as per relevant Road Traffic Ordinances, amongst other applicable Laws) with safe workload certificates and tested as per relevant legislation.

- All fleet must be fitted with calibrated load cells.
- All fleet must be fitted with orange revolving lights and reverse sirens.
- The FEL's must have a minimum capacity of 16 tons (straight tipping load).
- The equipment must be able to work on uneven surfaces.
- This equipment must be supplied with fitted buckets suited to the commodities to be handled (i.e. coal).
- Retractable 3-point seat belt
- Forward work lights.

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2.2.25 Hand over and signing off outgoing shift.

2.2.26 Conduct risk assessment prior commencement with any work as to identify associated risks.

2.2.27 Daily submission of attendance timesheets to the Chief Supervisor and or Supervisor responsible for operations.

2.2.28 If there are notable deviations impacting work onsite, the meeting should be scheduled with Transnet representative.

2.2.29 Safety file must be present every day whilst on site.

2.2.30 Correct PPE must be worn in the area to designated signage.

3 ENVIRONMENT AND SITE CONDITIONS IN THE KENDAL INLAND TERMINAL

The equipment offered must be able to operate in a dry environment subject to the following conditions:

Altitude:

Highveld (+/- 1500 meters above sea level) Ambient temperature: -1 to 40°C

Relative humidity:

Frequently 100%

Air Conditions:

Dust laden and industrial fumes

3.1 GRAPHICAL ILLUSTRATION OF PROCESS FLOWS

Handling: Coal Kendal Inland Terminals

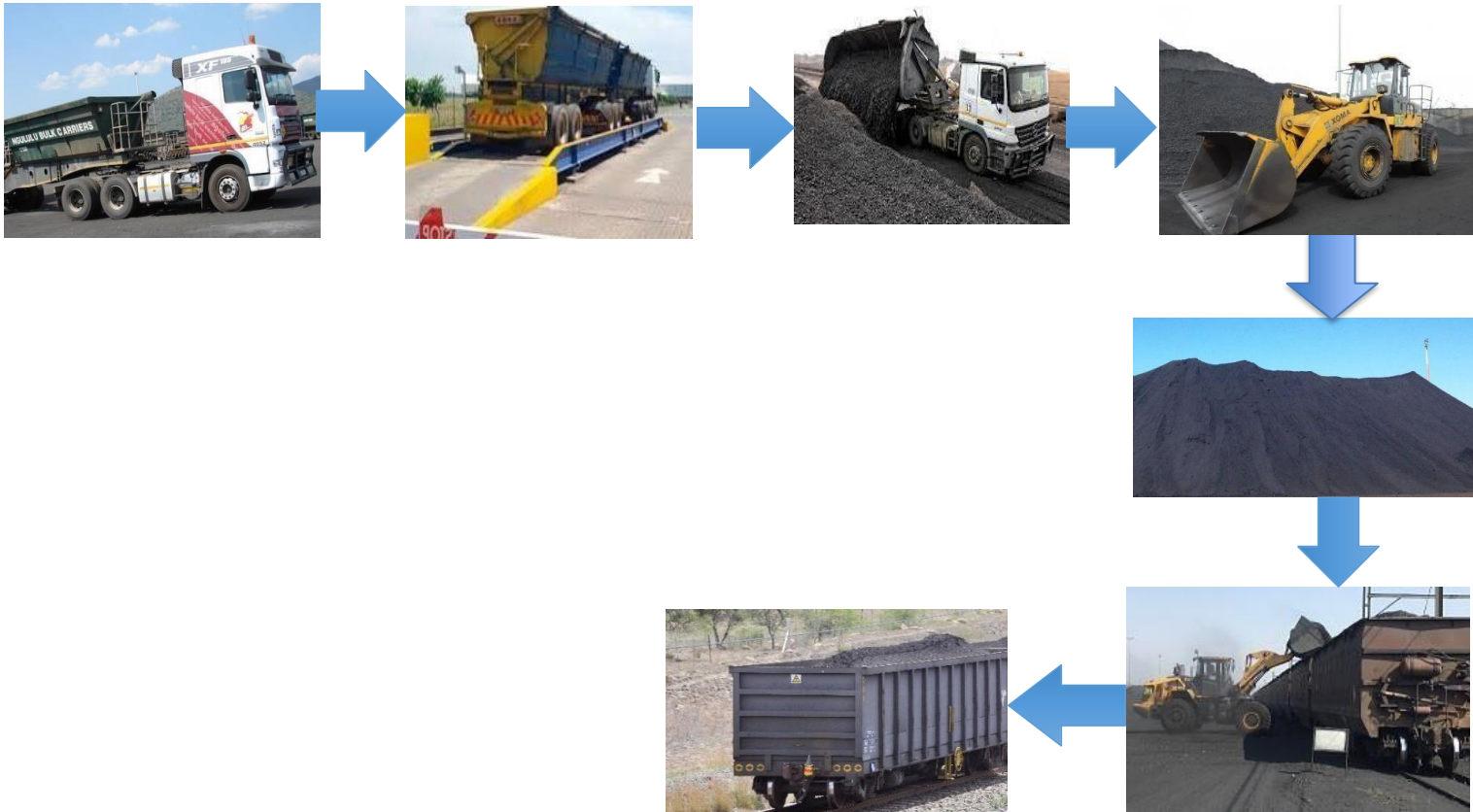
TRANSNET PORT TERMINALS	PROVISION OF MATERIAL HANDLING EQUIPMENT AT KENDAL INLAND TERMINALS IN MPUMALANGA PROVINCE FOR A PERIOD OF TWO (2) MONTHS				DRY BULK TERMINAL
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- 3.1.1 A successful bidder shall ensure that their operators are licensed and or qualified operator for specific equipment as deemed mandatory requirement by the law of South Africa and regulating bodies.
- 3.1.2 Transnet reserves the right to validate the documentation provided as a proof of licensing or certificate of competence for operator.
- 3.1.3 The service provider shall conduct maintenance of their equipment in such a way that it does not interfere with business demand as per contractual obligation.
- 3.1.4 The service provider is required to bring equipment on site for the duration of two (2) months

4 Project General Activities

- 4.1.1 Service provider shall be required to clean infrastructure of the designated section or resources, tools, and equipment.
- 4.1.2 Service provider must note that equipment shall be used in all sections based on demand, covering all stockpiles, along rail siding and all operational areas.

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- 4.1.3** Bidders must note that the above requirement is indicative and may change at a point of intent, whereby as and when resource allocation may be concentrated where high demand of service is identified by Transnet Port Terminals.
- 4.1.4** Health and Safety is a critical elementary factor required on a mandatory bases when cleaning conveyor belts due to obvious safety hazards associated with these systems.
- 4.1.5** Service provider is required to report any derailment noticed whilst in the vicinity running unguarded as a matter of emergency.
- 4.1.6** Service provider supervisors shall inspect and regulate how employees work under these risky areas to avoid escalation of hazards which may lead to severe injuries and or fatality.
- 4.1.7** A siren and red flashing lights at any instance may signal that the shunting is about to take place, and anyone in, on or within one meter of the system must evacuate free from running equipment with their tools.
- 4.1.8** Safety precautions of working in conveyor belt systems must be taken very seriously.
- 4.1.9** Service provider shall conduct their own risk assessment on daily basis to ensure that their resources are aware of possible risks and always wearing proper PPE.

5 Quality Service Requirements

All service rendered to Transnet must be of excellent quality in compliance with the specifications.

- a) Should the goods or service(s) not be in conformity with the specifications, Transnet reserves the right to reject them, obtain the goods or service(s) from other sources of its free choice and debit the difference in cost, if any, to the Service Provider.
- b) Service Provider shall ensure that its employees tasked with providing the required services to Transnet are competent and experienced in carrying out its responsibilities as set out in the scope of work herein.
- c) The Service Provider must have roadworthy and licensed vehicles. The Service Provider must have a permanently manned telephone (place of business/cell phone) and fax machine, to ensure that immediate contact can be available in case of emergency.
- d) TPT shall be entitled to deduct the liable amount (based on calculations) from any payment due to the service provider.

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6 Transnet Port Terminals Responsibilities

- a) TPT shall provide fuel or diesel for the equipment.
- b) TPT shall not conduct Adhoc maintenance of equipment.
- c) TPT shall not be responsible for servicing of equipment.

7 Waste Management Requirements and Compliance

7.1.1 Waste spillage to be cleaned among others may be any of the below

- a) Coal

7.1.2 Operational areas:

- a) Stockpiles and access roads
- b) Operational areas and roads

All operational areas requiring cleaning shall be done as requested by appointed personnel.

8 Critical Requirements

8.1 General service deliverables

8.1.1 Acquire schedule of planned cleaning from Transnet Operations Supervisor and action accordingly

9 Services Conditions

9.1 Waste Disposal

9.1.1 Transnet shall guide the service provider where to dispose the waste cargo.

10 Pricing Schedule

10.1 Pricing Conditions

10.1.1 See Pricing Data Schedule A document for Pricing Conditions.

10.2 Pricing Schedule

10.2.1 See Pricing Data Schedule A document for pricing schedule.

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11 Health, Safety, Environment and Quality Compliance

Service Providers to comply with Health and Safety Acts and its regulations at all times during the delivery and testing of the equipment the Supplier is responsible for the safety of all persons on the delivery place and on the equipment and shall have the necessary systems and procedures in place to effectively manage this.

11.1 Safety Requirements

11.1.1 Contractor to comply with Health and Safety Acts and its regulations.

11.1.2 Refer to Occupational Health & Safety Act 85 of 1993 ("OHSA") for guidance.

11.1.3 Service provider must have a safety file submitted to the safety department for assessment.

11.1.4 All employees must be medically fit with report confirming that they may commence work in Transnet premises.

11.1.5 Supplier to adhere to all environmental rules and regulations as explained in detail under management and start up topic

11.1.6 All personnel always involved to have all relevant PPE requirement

11.1.7 SABS 0400 building Regulations

11.1.8 SABS 049/1989

11.1.9 Hazardous Substances Regulations

11.1.10 ISO 14001:2004

11.1.11 ISO 9001:2008

11.1.12 MSDS

11.1.13 COVID 19 Regulations

11.2 Service Provider Compliance

Service Provider shall comply with all legislation, but not limited to the following:

11.2.1 Occupational Health & Safety Act 85 of 1993 ("OHSA").

11.2.2 International Health Regulation Act 28 of 1974.

11.2.3 Hazardous Substances Act 15 of 1973.

11.2.4 The Compensation for Occupational Injuries and Disease Act, 1993 (Act No.130 of 1993) ("COIDA").

11.2.5 All material aspects of all applicable legislation, provincial ordinances, and local authority by-laws, including all relevant regulations promulgated in terms thereof, which affects the maritime business.

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11.2.6 The basic conditions of Employment Act No.75 of 1997.

11.2.7 Criminal Procedure Act No.51 of 1977

11.2.8 National Ports Act No.12 of 2005 and enabling legislation thereto, including the Port Rules.

11.2.9 Control of Access to Public Premises and Vehicle Act, No 53 of 1985.

11.2.10 Legal Succession to the South African Transport Services Act No.9 of 1989 (but excluding any tariff provided for in such regulations).

11.2.11 Any other Transportation laws or directives that govern TPT's Transportation and Handling Services.

11.2.12 Merchant Shipping Act no.57 of 1951, the Maritime Security Regulations 2004 read in conjunction with the International Ship and Port Facility Security Code and Maritime Occupational Safety Regulations (1994), as amended.

11.2.13 Codes of Good practice embodied in the Broad Based Black Economic Empowerment Act No.53 of 2003:

11.2.14 Customs and Excise Act No.91 of 1964:

11.2.15 National Road Traffic Act and Regulations Act 93 of 1996 (as amended from time to time).

11.2.16 The National Railway Safety Regulator Act No.16 of 2002,

11.2.17 The Labour Relations Act No.66 of 1995 and the Regulations thereto.

12 Site Condition and Site Access

12.1 Site conditions

The works are undertaken next to a highly dusty area and care should be taken to safeguard against this. FFP3 masks and safety goggles may be required when walking outside the building due to fine chrome dust.

12.2 Site access

The site is at the Kendal Inland Terminals is in Mpumalanga site access to the Terminal will be subject to the TPT security requirements and regulations.

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PROVISION OF MATERIAL HANDLING EQUIPMENT AT KENDAL INLAND TERMINALS IN MPUMALANGA PROVINCE
FOR A PERIOD OF THREE (3) MONTHS

BUDGET

PROVISION OF MATERIAL HANDLING EQUIPMENT AT KENDAL INLAND TERMINALS IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) MONTHS

Document reference	Title	No of pages
	Budget	



PROVISION OF MATERIAL HANDLING EQUIPMENT AT KENDAL INLAND TERMINALS IN MPUMALANGA PROVINCE
FOR A PERIOD OF THREE (3) MONTHS

Table 1: Pricing Table

	Item	Item Description	Unit Price / month	Quantity	Total price / month
	1	Front-end loaders	R	3	R
	2	Two-way Radios	R	6	R
	3	FEL Operators	R	3	R
	4	Weighbridge Operators	R	3	R
	5	Spotters	R	3	R
	6	General worker	R	3	R
	7	Office Cleaner	R	1	R
	8	Contractor Supervisor	R	1	R
		Sub-Total / month (VAT excl.)			R
		Total cost – 03 months (VAT excl.)			R
	NB: Refer to section 4 of Scope of work to align with the equipment, to assist in quoting for the Correct equipment type.				

Compiled by:

Reviewed by:

Signature: _____ Date: 15/03/2024

Thabisile Motloheloa – Act Senior Admin.

Signature: _____ Date: 15/03/2024

Nozipho Bhengu – Acting Finance Manager

TECHNICAL EVALUATION						
PROVISION OF CARGO HANDLING SERVICES, INCLUDING MATERIAL HANDLING EQUIPMENT, AT THE KENDAL INLAND TERMINAL FOR COAL FOR A PERIOD OF THREE (3) MONTHS.						
Evaluation Criteria	Description of the criteria	Returnable Schedule	Scoring principal	Weighting	Weighting	Comments
SCORING CRITERIA	1	Trade Reference Letter	SOW Appendix 1	Bidder to submit a Minimum of (1) signed Trade Reference Letters from existing / previous clients, on the clients' letterhead and must not be dated older than twelve (12) months= 20 Points	20 Points	
	2	Geographic Location	SOW Appendix 3	Bidder's office must be within Valid Lease Agreement for office or operating site / Municipality Bill / Statement to be submitted; 50 Km to 80 Km or less = 15 Points 81 Km to 100 Km = 10 points +100Km = 5 Points Did not provide requirements and no submission of confirmation = 0 Points	15 Points	
	3	Safety SHE file.	SOW Appendix 2	Criteria to be included in the SHE file, but not limited to the following: If the bidders safety file as per 3.1 & 3.2 complies with all 10 requirements = 15 Points If the bidders safety file as per 3.1 & 3.2 complies with 6-9 requirements = 10 Points If the bidder safety file as per 3.1 & 3.2 complies with 1-5 requirements = 5 Points If the bidder safety file does not comply with any of the requirements = 0 Points	15 Points	
	4	Equipment Availability	SOW Appendix 4	Bidder to submit a copy of a Log Book/Letter from Leasing Agent or Owner: - Ownership or confirmation of the leasing of all equipment as per SOW = 15 Points - No submission of ownership or lease of any equipment = 0 Points	15 Points	
	5	Technical Support	SOW Appendix 6	Response time from the time when the call was logged: Within 60 mins = 15 Points More than 60 mins and up to 90 mins = 10 Points More than 90 mins = 5 Points	15 Points	
	6	Business Continuity Plan (BCPM)	SOW Appendix 8	6.1 Bidder must confirm that they will provide Business Continuity Plan amongst other things <i>inter alia</i> criteria should cover the following: (6.1.1) Contingency labour work force, (6.1.2) Training,(6.1.3) Transportation and (6.1.4) Security planning = 10 Points 6.2 Strike management plan should cover the following catagoties: (6.2.1) list the strike management team and thier contact details; (6.2.2) how and when to declare a strike= 3 Points (6.2.3) Business Continuity management process and (6.2.4) command centre operation = 2 Points (6.2.5) Chain of command for strike operations ; (6.2.6) communication protolos and regular strike report and (6.2.7) Identification of striking employees from non-striking employees e.g. go slows = 3 Points (6.2.8) Disciplinary process for illogally striking employees etc,(6.2.9) strike diary and (6.2.10) Emergency planning = 2 Points	20 Points	
		TOTAL RATING			100 Points	0
Technical Evaluation Qualification Threshold = 60%.						
Compiled By : Thabisile Motloheloa Designation: Kendal Senior Administrator		Revied By :Mirriam Mthiyane Designation: Acting Senior Operations Manager PRT& Inland Terminal		Approved By :Mbuso Mkhwanazi Designation: Acting Senior Operations Manager PRT& Inland Terminals		
Date:____		Date:		Date:_____		
Signature:_____		Signature:_____		Signature:_____		