

## **TRANSNET PORT TERMINAL**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

### **REQUEST FOR QUOTATION [RFQ] No TPT/2025/05/0015/95948/RFQ 11438768**

**FOR THE PROVISION OF CANTEEN SERVICES AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THREE (3) MONTHS FOR TRANSNET SOC LIMITED [REG.NO 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER TO AS "TPT") AT THE PORT OF RICHARDS BAY TERMINAL**

**FOR A PERIOD OF :ONCE OFF**

**ISSUE DATE: 14/05/2025**

**CLOSING DATE: 21/05/2025**

**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**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PORT TERMINAL , A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	11438768	ISSUE DATE:	14/05/2025	CLOSING DATE:	21/05/2025	CLOSING TIME:	13:00
DESCRIPTION	FOR THE PROVISION OF CANTEEN SERVICES AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THREE (3) MONTHS						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<p>Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.</p> <p><b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</b></p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> <li>Log on to the Transnet eTenders management platform website/Portal (<a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a>) (please use <b>Google Chrome</b> to access Transnet link/site free of charge);</li> <li>Click on "ADVERTISED TENDERS" to view advertised tenders;</li> <li>Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);</li> <li>Click on "SIGN IN/REGISTER" - to sign in if already registered;</li> <li>Toggle (click to switch) the "Log an Intent" button to submit a bid;</li> <li>Submit bid documents by uploading them into the system against each tender selected.</li> <li>No late submissions will be accepted. The bidder guide can be found on the Transnet Portal <a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a></li> </ul> <p>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.</p> <p>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.</p> <p>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.</p>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Shaun Sewraj			CONTACT PERSON	Shaun Sewraj		
TELEPHONE NUMBER	035 905 3973			TELEPHONE NUMBER	035 905 3973		
FACSIMILE NUMBER	n/a			FACSIMILE NUMBER	n/a		
E-MAIL ADDRESS	Shaun.sewraj@transnet.net			E-MAIL ADDRESS	Shaun.sewraj@transnet.net		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							

VAT REGISTRATION NUMBER					
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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>					
<b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		<b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b>					

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

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

## SECTION 2: NOTICE TO BIDDERS

---

### 1 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 **Shaun Sewraj** before **12:00 pm on 20/05/2025**. 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 Shaun Sewraj on any matter relating to its RFQ response:

Telephone 035 905 3973

Email: [Shaun.sewraj@transnet.net](mailto:Shaun.sewraj@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**

Annexure A

## **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**



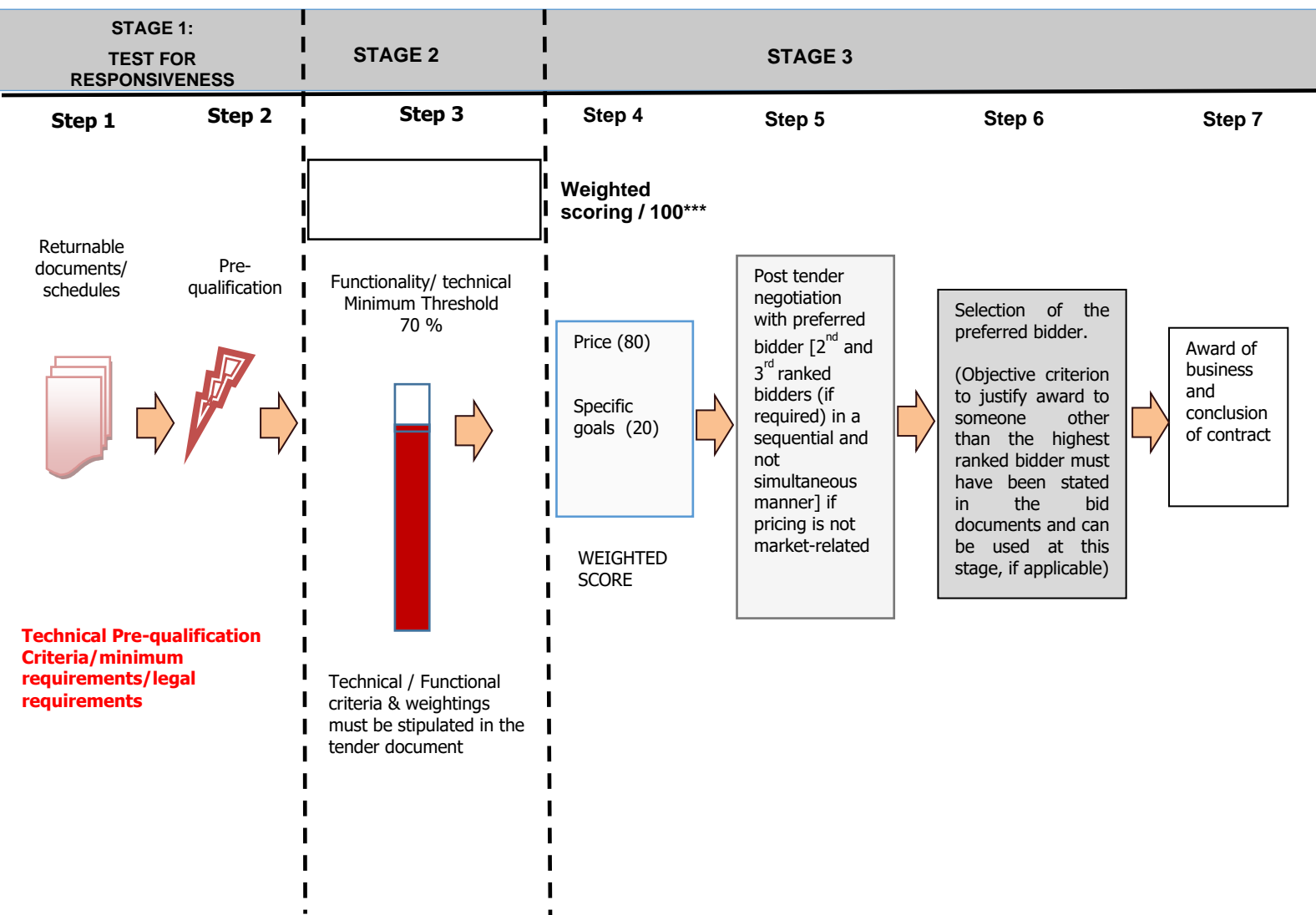
**\*120\*0785980808#**

## SECTION 3

### EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

#### 1 Evaluation Criteria

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	<i>Section 3</i>
• Verify the validity of all returnable documents	<i>Section 3</i>
• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>



***The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further 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"> <li>Whether any general and legislation qualification criteria set by Transnet, have been met</li> </ul>	<i>All sections</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer</li> </ul>	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
<p><b>ELIGIBILITY</b></p> <p>1. COIDA</p> <p>1.1. The bidder is required to submit a valid letter of good standing from the Compensation Commission for Occupational Injuries and Disease Act No. 130 of 1993 (COIDA), The letter from COIDA must indicate the name of the bidder who will be tendering and any one of the following industries, Hotel / Restaurant / Cafe, or Catering.</p> <p>*The submitted proof will be verified with COIDA*.</p>	
<p><b>ELIGIBILITY</b></p> <p>2. Chef Hospitality Qualification</p> <p>2.1. The Bidder is required to submit a SETA accredited Chef's qualification, NQF level 6 or above (National Diploma in Food and beverage or National Diploma in Hospitality from a culinary school or tertiary institution). The submitted certificate must be certified as a true copy of the original document by an authorized commissioner of oaths.</p> <p>*Certified certificate/s will be accepted as such, and should the certificate/s be found to be fraudulent after the award and during the contract period the bidder will be held liable for misrepresentation and the matter will be addressed in line with TPT policies and National Treasury guidelines*.</p>	
<p><b>ELIGIBILITY</b></p> <p>3. Certificate of Acceptability (Food Business Permit)</p> <p>3.1. The bidder must provide the company's certificate of acceptability issued by the King Cetshwayo District Municipality (The certificate must be in the bidding company name).</p> <p>The submitted certificate must be certified as a true copy of the original document by an authorized commissioner of oaths.</p> <p>*Certified certificate/s will be accepted as such, and should the certificate/s be found to be fraudulent after the award and during the contract period the bidder will be held liable for misrepresentation and the matter will be addressed in line with TPT policies and National Treasury guidelines*.</p>	

<p><b>ELIGIBILITY</b></p> <p>4. Public Liability Insurance</p> <p>4.1 Bidder must submit proof that it has adequate Public Liability Insurance cover for loss, damage to property, fire, loss of life, injury to customers, food related diseases or death. The Insurance coverage must cover a minimum of R 500 00.00 (five hundred thousand rands) per incident.</p>	
<p><b>ELIGIBILITY</b></p> <p>5. Proof of Business</p> <p>5.1 The bidding company must be in a 50km radius from the Port of Richards Bay. A valid proof of business address in the form of the enties Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months, the submitted proof of business must be the same as the address on the Certificate of Acceptability</p>	

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

### 1.3 STEP THREE: Minimum Threshold 70 points for Technical Criteria

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

Technical Evaluation Criteria	Points Weightings	Scoring guideline
<p>Reference Letters</p> <p>1.1. Bidder must submit three (3) traceable references for catering services as per provided scope of work. The traceable references must be in the form of testimonial letters not older than 2 years from the closing date of this tender. Testimonial letter must be in the client's letterhead with the following:</p> <p>1.1.1 Nature of Services Provided</p> <p>1.1.2 Contact Person and Details</p> <p>1.1.3 Signature</p> <p>1.1.4 Date</p> <p>1.1.5 One thousand (1000) customers or more served per day</p>	50	<p>Three or more reference letters with a minimum of 1000 or more people served per day, as per criteria. 1.1.=50 Points</p> <p>Two reference letters with a minimum of 1000 or more people served per day, as per criteria 1.1. =20 Points</p> <p>One, no reference letter or reference letter submitted do not comply criteria 1.1.=0 Points</p>
<p>Business Continuity Plan</p> <p>2.1 Bidder must submit a comprehensive Business Continuity Plan. The plan must cover as minimum but not limited to the following topics, these topics must indicate a step-by-step system and mitigating factors that will prevent any disruption to the canteen.</p>	50	<p>The plan submitted covered all the five (5) requirements =50 Points</p> <p>The plan submitted covered four (4) requirements=20</p>

Technical Evaluation Criteria	Points Weightings	Scoring guideline
2.1.1 Availability and attendance (Due to unrest or crisis) 2.1.2. Transport arrangements (Due to a civil or labour unrest or crisis) 2.1.3.Strike management 2.1.4 Communication protocol (Communication channels, including the company organogram) 2.1.5 Emergency planning (The bidder must submit an emergency procedure in case of emergency during operations at the canteen)		Points  The plan submitted covered three (3) requirements=10 Points  The plan submitted covered two (2) requirements, no submission or all requirements do not speak to the subject category=0 Points
<b>Total Weighting:</b>	<b>100</b>	
<b>Minimum qualifying score required:</b>	70	

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 **B**

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

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

#### 1.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) **Price 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 180 (hundred) 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](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

### **Johannesburg Stock Exchange Debt Listing Requirements**

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

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

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website

<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>. Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

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

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

#### 4 Returnable Documents

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

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

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

**a) Mandatory Returnable Documents**

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

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 4 : Quotation Form	
1.COIDA	
2.Chef Hospitality Qualification	
3.Certificate of Acceptability (Food Business Permit)	
4.Public Liability Insurance	
5.Proof of Business	

**b) Returnable Documents Used for Scoring**

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

<b>RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFQ (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 7 of this RFQ	
Reference Letters	
Business Continuity Plan	

**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:

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
SECTION 1: SBD1 Form	
SECTION 5: Certificate of Acquaintance with RFQ Documents	

SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: SPECIFIC GOALS POINTS CLAIM FORM	
SECTION 8 : Certificate of attendance of compulsory RFQ Briefing	
SECTION 9: Protection of Personal Information	

**5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

---

Respondent's Signature

---

Date & Company Stamp



## SECTION 4

### QUOTATION FORM

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

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

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

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

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

### Price Schedule

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

Item No	Description of Item	Unit	Quantity	Rate	TOTAL PRICE OF ITEM [ZAR]
1	PROVISION OF CANTEEN SERVICE (refer to pricing schedule)	au	1		
<b>TOTAL PRICE, exclusive of VAT:</b>					
<b>VAT 15% (if applicable)</b>					
<b>Total Inclusive of VAT (where applicable)</b>					

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

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

**Notes to Pricing:**

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

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

- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule 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: \_\_\_\_\_

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

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

## 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 interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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


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

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
.....

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

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
.....

#### **14 DECLARATION**

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation,  
communication, agreement or arrangement with any competitor. However, communication between  
partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

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

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

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.

**OR**

Either the 80/20 preference point system will apply

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
<b>PRICE</b>	<b>80</b>
B-BBEE STATUS LEVEL OF CONTRIBUTOR B-BBEE Level of contributor 1 = 10 B-BBEE Level of contributor 2= 10 +50% Black Youth Owned Entities =5  Non-Compliant and/or B-BBEE Level 3-8 contributors	<b>20</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

- 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-BBBEE status level certificate issued by an unauthorised body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small 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 OR PREFERENCE POINT SYSTEMS

A maximum of 60 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	10
B-BBEE Level of contributor - 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
+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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
EME <sup>3</sup>	Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

[ TICK APPLICABLE BOX]

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

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

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

has been applied; and  
(f) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

## SECTION 9

### PROTECTION OF PERSONAL INFORMATION

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

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

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

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this 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**

Enquiry Number:

Description of the Service: PROVISION OF CANTEEN SERVICES TRANSNET PORTS TERMINAL (TPT) AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THREE (3) MONTHS.

**PART C3: SERVICE INFORMATION**

Document reference	PROVISION OF CANTEEN SERVICES TRANSNET PORTS TERMINAL (TPT) AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THREE (3) MONTHS	No of pages
C3.1	This cover page	1
	Service Information	2
	Total number of pages	14

### **C3.1 Service Information**

#### **1. Description of the service and executive overview**

The objective of this project is to source a service provider for the buying, preparation and serving of food to the Richards Bay Terminals employees, contractors, and visitors. The successful service provider will be required to serve a balanced healthy diet to Richards Bay Terminals employees, contractors, and visitors. The successful service provider will be required to promote and support the Transnet Health and Wellness Program by serving healthy balanced meals and drinks, while being supportive of the environment that encourages and provides healthy food choices to employees.

Transnet Port Terminals has a commitment to promote healthy eating that will result in the achievement of its goal to promote healthy and happy employees in the workplace and ensure employees maintain healthy lifestyles. TPT's main objective is to promote healthy eating behavior that will reduce risk of long-term diseases/illnesses and result in increased productivity and morale. Creating a healthy workplace canteen service and guidelines can help drive culture change and ensure long term commitment to healthier food and beverage choices in the workplace. The appearance as well as the professional way the service provider conducts themselves, including their compliance with food handling procedures, is very important to TPT.

The service provider needs to align themselves with TPT's mission and work ethic. The canteen services and management include the provision of removal and disposal of waste according to legislative requirements at all TPT terminals. The service provider shall supply competent supervision, labor, equipment, transport as well as every item of expense necessary for the timeous, safe removal and disposal of waste, in accordance with Transnet Port Terminal's policy and procedures as well as relevant legislation and protocols.

##### **1.1 Employers Objective**

Provision of healthy balanced food to Richards Bay Terminals employees, contractors, visitors. Work with Transnet Port Terminals to promote and support the Transnet's Health and Wellness Program by serving healthy balanced meals and drinks, while being supportive of the environment that encourages and provides healthy food choices to employees.

##### **1.2 Provisions**

The service provider shall be required to provide a 24/7 canteen services that is compliant with the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (ACT NO. 54 OF 1972) and Government regulation R918 (Government Notice No R918 of 30 July 1999 and 12 July 2002). The Service Provider shall ensure that:

- 1.2.1 A dedicated canteen supervisor / manager should be provided to always manage the on-site service and quality.
- 1.2.2 All canteen staff are, always, to be dressed in the service provider's uniforms with identification (ID) tags. These uniforms must clearly identify the personnel and must bear the name of the service provider.



## TRANSNET PORT TERMINALS

Enquiry Number:

Description of the Service: PROVISION OF CANTEEN SERVICES TRANSNET PORTS TERMINAL (TPT) AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THREE (3) MONTHS

- 1.2.3 Replacement staffs are also to be provided with suitable uniform that will be agreed upon with the Health and Wellness Management.
- 1.2.4 The rooms that are dedicated as storerooms are for safe and correct storage of relevant items, e.g. Chemical Storeroom = Chemical storage facility; Deep Freezer = Butchery Items; Fridge = Deli, vegetable items; Dry Items Storage = Dry food items, Canned Food, Beverages.
- 1.2.5 The kitchen and eating area must be always kept in a neat and tidy condition to the satisfaction of the TPT Health and Wellness Management / SHEQ Management.
- 1.2.6 On completion of the contract the service provider must contact the Health and Wellness manager to ensure that TPT Security and SHEQ departments keep the areas safe and secure through the contract transition period.
- 1.2.7 All equipment must be maintained as per TPT asset checklist, i.e. spoons, pots, stoves, fridge etc. and whatever breaks the service provider has a duty to fix while the service provider falls within our contract; all items relating to this will be monitored via service level agreement & meetings.
- 1.2.8 Service Provider makes their own arrangements for security and safekeeping of their belongings and TPT property assigned to them by TPT.
- 1.2.9 All relevant signage relating to safety i.e. (slippery when wet) must be always visible during spillage/cleaning processes.
- 1.2.10 Electrical equipment must conform to SABS standards and shall be subjected to inspection by TPT's Health and Safety Representative.
- 1.2.11 Canteen Manager to provide overall supervisory services.
- 1.2.12 The service provider will be required to serve Breakfast and Lunch within the times stipulated below and to further note that the Richards Bay Terminals operates 24/7 and the shift pattern times are: 6am to 18pm and 18pm to 6am.
- 1.2.13 Breakfast to be served at 05h00 to 09h00 and lunch will serve from 10h00 u until 04h00, a standard menu will apply for the rest of the operation.
- 1.2.14 Serving of fresh and healthy balanced nutritious meals and beverages to TPT employees as per agreed upon menu.
- 1.2.15 Food to be prepared on-site and to be always served hot and fresh.
- 1.2.16 Toasted sandwiches and other light food such as salads to be prepared on site.
- 1.2.17 Preparation and supply of different menus to accommodate various ethnic/cultural/dietary and religious groups.
- 1.2.18 Supply of meal card, cash registers and speed point machine (Consideration of alternative payment options is advisable such as Tuck-tap, Zapper.)
- 1.2.19 All Halaal food must be prepared in a separate kitchen/ location with separate utensils, all Halaal meat must be purchased from certified Halaal butchery and proof to be supplied.
- 1.2.20 If the bidder is choosing to outsource the Halaal food requirement, the bidder must ensure that a service level agreement / contract / memorandum of agreement is in place with the



## TRANSNET PORT TERMINALS

Enquiry Number:

Description of the Service: PROVISION OF CANTEEN SERVICES TRANSNET PORTS TERMINAL (TPT) AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THREE (3) MONTHS

Halaal service provider. Please provide details of the proposed Halaal service provider/service providers for consideration and acceptance by the Richards Bay Transnet Port Terminals.

1.2.21 The TPT canteen is situated at the Endlovini Building Canteen on Petingo Road at the Port of Richards Bay.

1.2.22 There shall be no costs invoiced to the service provider for utilities (water, electricity, and refuse) and rental at the Endlovini Canteen.

### 1.2.23 Numbers to be Serviced.

The number of employees is as per the list below:

Area	Type of Service	Estimated number of employees
Richards Bay Terminals	Employees will be served hot meals at the canteen 24/7	+ / 2100 employee daily

### 1.2.24 Measurement and Payment

The contract **does not** include a management fee. The service provider to ensure that pricing includes for, but not limited to the following:

- 1.2.24.1 Employees' Salaries (minimum wage must be as per the stipulated legislation)
- 1.2.24.2 Takeaway containers and cling wrapping, uniform and PPE for employees.
- 1.2.24.3 Yearly Medicals
- 1.2.24.4 Two Satellite Canteen serving stations (Mobile Kitchen to be placed as per TPT discretion)
- 1.2.24.5 Staff Training
- 1.2.24.6 Staff Transport
- 1.2.24.7 Kitchen and Dining Area Cleaning
- 1.2.24.8 Administration, stationary, invoices and printing costs
- 1.2.24.9 Safety File
- 1.2.24.10 Point of Sale System and equipment- Including but not limited to Computer, Scanners, Servers, Wi-Fi Routers and Meal Cards.

### 1.2.25 Point of Sales

A monthly payment for meal subsidy shall be based on agreed quantities as certified by the representative of Transnet Port Terminals. Payment will be thirty (30) days from the date of the submission of valid invoice and statement. The Service Provider to ensure thathe/she provides his own Point of Sales system and equipment which will include for, but not limited to: Computer, Scanners, Servers, Wi-Fi Routers and Meal Cards.

**1.2.26 Canteen Equipment to be provided by the Service Provider**

The following minimum equipment shall be provided and maintained by the Service Provider

Description	Number
Salad tongs – 225 mm / 9"	5
Egg lifter – Stainless Steel; 400 mm	5
Can Opener Handheld – Heavy Duty	3
Griddle Scraper – Plastic Handle; 100 mm	2
Potato Peeler Hand – PVC Handle	5
Egg Rings Round – 95 mm	5
Funnel Round; Stainless Steel – 180 mm	2
Colanders Stainless Steel – 340 mm	5
Portion Servers	10
Six-Sided Grater	5
Dish 'n Tote – Grey	5
Cutlery Tray	3
Silicon Spatulas	5
Wooden Spoons	15
Pap Stirrers; S/Steel 1 200 mm	3
Oven Miff Teflon	5 pair
Cutting boards (red, yellow, blue, brown, green, white)	5 each
Steak and Kidney Dish	15
Stock Pots	5
Casserole Pots	5
Frying Pan	5
Knife Sets	3
Magnetic knife Holder	3
Mixing Bowls	15
Hand Meat Mallet	3
Thermometer	3

**1.2.27 Canteen Equipment to be provided by Transnet Port Terminals**

The following minimum equipment shall be provided and maintained by Transnet Port Terminals

Description	Number
Stainless Steel table with splash back; Size: 1 850 x 650 x 910	7

Stainless Steel Double Bowl Pot Sink; Size: 1 850 x 650 x 910	2
Stainless Steel Boiling Pan BP-225; Size : 1 009 x 1 037 x 1 000	1
Tilt Pan TP-80; Size : 765 x 590 x 200; Pan Capacity – 80 l	2
Waring Conveyor Toaster; Size : 394 x 470 x 343	1
Fry top Griddles; Size : 915 x 735 x 910	1
Deep Fryer; DPF 2/20'; Size : 500 x 600 x 915	1
Rational Combi Master Plus; Model CM 62 Combi Steam	1
Hot cupboard Bane Mare Model HC 1800 E	5
Shelving - Pot Rack, Size: 1 200 x 600 x 1 450	3

## 2. SERVICES/DUTIES

### 2.1 Food Handling

- 2.1.1 Food, Grocery, Vegetable and Butchery items to be well protected, separated and sealed to avoid food contamination and protect it from bacteria ingress.
- 2.1.2 Perishable foods supplied must be transported in a refrigerated food vehicle or refrigerated containers.
- 2.1.3 The temperature of deliveries should be checked and controlled as per relevant standards. Food that needs refrigeration must be transported at below 5°.
- 2.1.4 Dry goods being delivered need to be checked for broken packaging and weevil invasion, items such as bread, cans, and other wrapped items.
- 2.1.5 Raw foods, which are to be cooked, to be safely handled with disposable gloves and thoroughly washed hands.
- 2.1.6 Cooked or ready-to-eat foods should be handled with utensils such as tongs, spoons, spatulas, and disposable gloves.

### 2.2 Food Preparation

- 2.2.1 Use separate utensils, colour coded chopping boards and other equipment for raw and ready-to-eat foods to avoid cross-contamination. If this is not possible, thorough washing and sanitization of such equipment between uses is to take place. Thoroughly wash all fruit and vegetables before use.
- 2.2.2 Only guaranteed-for-freshness food must be used for cooking and salad preparation.

### 2.3 Hygiene

- 2.3.1 If gloves are worn, they must be changed at least hourly or sooner if they become torn or if there is a change in task e.g. when changing from raw to ready-to-eat food.
- 2.3.2 Always wash hands before putting on gloves. Never touch food with gloves that have been used for cleaning.

## TRANSNET PORT TERMINALS

Enquiry Number:

Description of the Service: PROVISION OF CANTEEN SERVICES TRANSNET PORTS TERMINAL (TPT) AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THREE (3) MONTHS

- 2.3.3 Hand washing and sanitizing procedures to be introduced and always monitored, procedures to be posted on the wall near the handwashing areas.

### 2.4 Cooking and Heating Food

- 2.4.1 Microwave ovens can be used to thaw food provided that the food is cooked immediately afterwards.
- 2.4.2 Never refreeze food that has been thawed out.
- 2.4.3 All food must be thoroughly cooked, especially those of animal origin and ensure the juices run clear.
- 2.4.4 If food can be cooked from a frozen state extra care must be taken to ensure the food is cooked right through.
- 2.4.5 If reheating food, ensure that it is brought to the boil and simmered for at least five minutes.

### 2.5 Storage and Display

- 2.5.1 Dedicated well ventilated, secured dry food storage to be always available, dry food to be stored in airtight sealed containers.
- 2.5.2 Storeroom to be fitted with shelves if required.
- 2.5.3 Visible Stickers showing items received date and used by date to be clearly visible, this is expected to be the internal food storing procedure of the service provider despite the manufacturer's original packaging best before and expiry or use by dates.
- 2.5.4 This procedure will prove that food that is being prepared is fresh and has not expired and prove that manufactures product instructions are followed. (Some food needs to be discarded after three (3) days of opening the original packaging).
- 2.5.5 Service Provider to provide Fridge and Freezer temperature checking equipment (thermometer), particularly the operating temperatures of refrigerators.
- 2.5.6 Visibility of in-house Food labelling showing the date in which the item was received from the retailers to be visible in all stocked items such butchery, and deli products stored in the fridge and the deep freezer including the food items in the food preparation area.
- 2.5.7 Ensure transparent tight sealed packaging with clear labels indicating item received date in all Freezer and Fridge store items.
- 2.5.8 Ensure Separated chemical lockable storeroom/ or lockable cage.
- 2.5.9 Ensure chemicals are labelled with visible/available Safety Data Sheet File (SDS) for each stored chemical.
- 2.5.10 All chemicals are to be clearly labelled.
- 2.5.11 If food is not properly stored, displayed or transported correctly, the naturally forming bacteria can multiply to dangerous levels.
- 2.5.12 One of the most important factors for growth is temperature with the known danger zone being between 5°C and 60°C.



## TRANSNET PORT TERMINALS

Enquiry Number:

Description of the Service: PROVISION OF CANTEEN SERVICES TRANSNET PORTS TERMINAL (TPT) AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THREE (3) MONTHS

- 2.5.13 High-risk foods such as meat, dairy products and seafood must spend only the minimum possible time in this zone.
- 2.5.14 These same foods produced in the form of dried food powders in their original packaging, jars, cans, and other containers of which have been processed by heat are not categorized as high-risk foods.
- 2.5.15 Safety can be maintained by correctly storing food, controlling the temperature of high-risk foods. Important: keep cold food cold (below 5°). Keep hot food hot (above 60°).
- 2.5.16 Checking equipment, particularly the operating temperatures of refrigerators and freezers including Buying a thermometer and monitor temperature.
- 2.5.17 Defrosting freezers regularly and not overloading them, covering food with lids, foil, or plastic film always.
- 2.5.18 Once a can is opened, any remaining food should be transferred to a suitable container and labelled with the date. Do not store in the cans', ensuring food does not remain in storage too long.
- 2.5.19 Storing chemicals, cleaning equipment and personal belongings away from food preparation and food storage areas.
- 2.5.20 Food that is displayed must either be wrapped or covered.
- 2.5.21 Bain-marie's (or hot holding devices) are to keep hot foods (above 60°) and are not to be used to: Reheat foods; or Stack food above the level of the trays or else it will not remain sufficiently hot.
- 2.5.22 The Richards Bay Terminal must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- 2.5.23 The Richards Bay Terminal must achieve appropriate availability that meets user needs while reducing costs for both TPT and the chosen Supplier.
- 2.5.24 The Richards Bay Terminal must receive proactive improvements from the Supplier with respect to provision of Services and related processes.
- 2.5.25 The Richards Bay Terminal overall competitive advantage must be strengthened by the chosen Supplier's leading-edge technology and service delivery systems.

## 2.6 Menus and Meals Specification

The service provider shall supply meals as per the agreed menu daily, which includes a curry of the day, traditional meal, and a healthy meal, with two (2) salads with each meal. The meals provided must always be fresh and well prepared to ensure that there are no undesirable health effects to those who consume those meals. All meals are to be prepared on-site except for the Halaal / Nazareth.



**2.6.1 Breakfast**

Item	Description
	<b>Breakfast Meals</b>
<b>1.</b>	One fried egg, two rashers of bacon, one beef / pork or mutton sausage, two slices of tomato and two slices of toast
<b>3.</b>	Two fried eggs, two rashers of bacon, two beef / pork or mutton sausages, two slices of tomato and two slices of toast
<b>4.</b>	Sliced seasonal fruits with Yogurt
<b>5.</b>	Yogurts with cereals & muesli

Item	Description
	<b>Sandwiches (Toasted or Plain) (Whole-wheat/Brown/White bread)</b>
<b>1.</b>	Cheese
<b>2.</b>	Cheese and Tomato and or Onion and or Mushroom
<b>3.</b>	Cheese and Ham
<b>4.</b>	Cheese, Ham, and Tomato
<b>5.</b>	Toasted Steak
<b>6.</b>	Bacon and Egg
<b>7.</b>	Bacon, Egg, and Cheese
<b>8.</b>	Salami and Cheese
<b>9.</b>	Chicken Mayonnaise
<b>10.</b>	Tuna Mayonnaise
<b>12.</b>	Cheese
<b>13.</b>	Cheese and Tomato and or Onion and or Mushroom
<b>14.</b>	Cheese and Ham
<b>15.</b>	Roast Beef and Mustard
<b>16.</b>	Cheese, Macon and Tomato
<b>17.</b>	Cheese, Tomato and Cucumber
<b>18.</b>	Mushroom and Cheese
<b>19.</b>	Chicken Mayonnaise

**2.6.2 Lunch Meals and Supper**

Item	Description
	<b>Main Meals – Full meal portion</b>
1.	Chicken curry (served with Phutu, Rice, Samp or steam bread)
2.	Steak (served with mash potato)
3.	Lamb curry (served with Phutu, Rice, Samp or steam bread)
4.	Variety of biryani (Lamb, Chicken, Fish)
5.	Grilled Lamb Chops and chips
6.	Buttered ½ chicken portion and rice
7.	Fish curry and rice
8.	Beef curry (served with Phutu, Rice, Samp or steam bread)
9.	Grilled ½ chicken and chips
10.	Fish and Chips
11.	Steak and chips
12.	Mashed potatoes (served with boerewors and gravy (brown onion or chakalaka)
13.	Macaroni, cheese, and beef mince
14.	Tripe served with samp or Phutu
15.	Pork chops (served with Chips or Rice)
16.	Lasagna (chicken or beef mince)

**2.6.3 Salads and Vegetables**

Item	Description
1.	Carrot salad (grated carrots with onions, chilies, tomatoes, and lettuce)
2.	Beetroot salad (sliced beetroot with onions and green chilies)
3.	Sambals (diced tomatoes, onions, chilies, and cucumbers)
4.	Green salad (lettuce, onions, chilies, and cucumbers)
5.	Potato salad (potatoes, milk, vinegar, mustard, sugar, salt, pepper, and mayonnaise)
6.	Butternut
7.	Bean salad
8.	Creamy Coleslaw
9.	Broccoli Salads

**2.6.4 Burgers**

Item	Description
	<b>Burgers</b>
1.	Mutton (Burgers to include a slice of tomato, gherkin, onion and lettuce & a variety of sauces available)
2.	Steak (Burgers to include a slice of tomato, gherkin, onion and lettuce & a variety of sauces available)
3.	Beef (Burgers to include a slice of tomato, gherkin, onion and lettuce & a variety of sauces available)
4.	Vegetable (Burgers to include a slice of tomato, gherkin, onion and lettuce & a variety of sauces available)

**2.6.5 Additional Assorted Items**

Item	Description
	<b>Assorted Items</b>
1.	Assorted Chips
2.	Assorted pies
4.	Russians
7.	Fruit: Seasonal
8.	Soft Drinks 330 ml
9.	Soft drinks 500 ml
10.	Grapetiser 330 ml
13.	Appletiser 330 ml
18.	Iced Tea - Can 330 ml
19.	Energy Drinks 500ml
20.	Bottled Still Water: 500ml
21.	Fruit Juices – 250 ml
22.	Assorted Sweets
23.	Assorted Chocolates
24.	Assorted Biscuits
25.	Bottled Still Water: 1.5L
26.	Bottled Sparkling Water: 500ml
27.	Bottled Sparkling Water: 1.5L
28.	Assorted Cooldrinks: 1L
29.	Assorted Cooldrinks: 2L

### 3. Management and Meetings

It is Transnet Port Terminals intention that the Parties use the techniques of partnering to manage the contract by holding meetings designed to manage the administration of the contract proactively and jointly with the objective of minimizing the adverse effects of risks and surprises for both Parties.

Title and purpose	Approximate time & interval	Location	Attendees
Kick-off meeting	Once off at beginning of contract	New Ark Road, Transnet Port Terminal, Umkhombe	Health and Wellness Manager, SCM Representatives, (appropriate key persons) and Service Provider
Overall contract progress and feedback	Monthly	New Ark Road, Transnet Port Terminal, Umkhombe	Health and Wellness Manager, SCM Representatives, (appropriate key persons) and Service Provider
Ad Hoc	As an when necessary	New Ark Road, Transnet Port Terminal, Umkhombe	Health and Wellness Manager, SCM Representatives, (appropriate key persons) and Service Provider

### 4. Health and Safety Information

The Service Provider must comply with the following Safety Management Plan (SMP): All health and safety matters associated with the works will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993), Foodstuffs, Cosmetics and Disinfectants Act, 1972 (ACT NO. 54 OF 1972) and Government regulation R918 (Government Notice No R918 of 30 July 1999 and 12 July 2002).

- 4.1 The service provider shall comply with the Compensation for Occupational Injuries and Diseases Act 1993 (Act 130 of 1993), and any amendment thereof.
- 4.2 The service provider undertakes to carry out its obligations in accordance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations and comply with all requirements of the Act.



## TRANSNET PORT TERMINALS

Enquiry Number:

Description of the Service: PROVISION OF CANTEEN SERVICES TRANSNET PORTS TERMINAL (TPT) AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THREE (3) MONTHS

- 4.3 The service provider also undertakes to comply with the Safety Rules for Transnet, as adopted from time to time, a copy of which can be obtained from the Representative of Transnet Port Terminals.
- 4.4 The service provider shall comply to the Foodstuffs, Cosmetics and Disinfectants Act, 54 of 1972 (or as amended) Regulations governing general hygiene requirements for food premises, transport of food and related matters.
- 4.5 The service provider shall make an application for a certificate of acceptability for the food premises, await inspection from the municipality and trade once the certificate is received.
- 4.6 The service provider will provide a Business License required in terms of the Business Act No. 71 of 1991.

The service provider shall comply with provisions of all laws, Provincial Ordinances, Local Authority Bylaws, and all relevant Regulations which are applicable to the work to be undertaken.

The service provider shall prepare, implement, and administer the Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.

The service provider must prepare and submit the Occupational Health & Safety file to the SHEQ Department for acceptance before start of the works. SHE File is to be always kept on site. The file as to contain amongst others, if applicable:

- 4.6.1 Principal Contractors Organogram
- 4.6.2 Letter Of Good Standing with Compensation Fund
- 4.6.3 Appointments
- 4.6.4 Induction: Employees and Visitors: Staff Medical Certificates
- 4.6.5 Principal service provider SHEQ Policy
- 4.6.6 Health & Safety Plan, Integrated Legal Register, Client Specification
- 4.6.7 Fall Protection Plan (If Applicable)
- 4.6.8 Risk Assessments: Method Statements: Safe Operating Procedures
- 4.6.9 Incidents / Accidents Register and Investigation Reports
- 4.6.10 Health And Safety Training Records - Induction Records and Toolbox Talks
- 4.6.11 Emergency Contact Telephone Numbers
- 4.6.12 Business Continuity Plan Including Emergency Plan
- 4.6.13 Documented Proof of Daily Toolbox Safety Talks/ DSTI
- 4.6.14 All Registers
- 4.6.15 Welfare Facilities
- 4.6.16 Mandatary Agreement
- 4.6.17 Communication Plan
- 4.6.18 Qualification, Professional Body Registrations and Training Records
- 4.6.19 General (Section 37(2), Site Access Certificate)

## TRANSNET PORT TERMINALS

Enquiry Number:

Description of the Service: PROVISION OF CANTEEN SERVICES TRANSNET PORTS TERMINAL (TPT)  
AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THREE (3) MONTHS



### 5. The Service Providers Invoices

The invoice must correspond with the monthly cost amount due to the service provider as stated in the letter of award or signed agreement. The invoice states the following:

- 5.1 Invoice addressed to Transnet SOC Ltd.
- 5.2 Transnet SOC Limited's VAT No: 4720103177.
- 5.3 Invoice number.
- 5.4 The Service Provider VAT Number
- 5.5 The Vendor number.
- 5.6 Invoices submitted presented for the attention of the Health and Wellness Manager

### 6. Termination of Services

Transnet reserves its right to cancel the Contract/Order in whole or in in part at any time upon at least thirty (30) days written notice to the service provider.

	Name	Title	Signature	Date
Compiled by				
Reviewed by				
Supported by				
Approved by				

**PART C2: PRICING DATA**

Document reference	PROVISION OF CANTEEN SERVICES FOR THE RICHARDS BAY, AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THREE (3) MONTHS	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Price List	3

## C2.1 Pricing instructions: Option A

### 1.1 The conditions of contract

The pricing (costs) provided by the service provider for these services., no additional costs will be incurred.

### 1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

#### Identified 11 and

#### defined terms

11.2 (17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the Contractor has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

### 1.3 Measurement and Payment

#### 1.3.1 The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.

1.3.2 The Contractor's detailed Price List summates back to the activity/milestone provided by the Employer and is enough detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.3.3 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.



## C2.2 Price List

The following items will form part of the provision of canteen services contract cost for a period of thirty-six (36) months. Please ensure the pricing is detailed:

PART A: BREAKFAST MEALS			MONTH 2-unit prices including escalations	MONTH 3-unit prices including escalations
Item	Description	MONTH 1-unit prices		
1.	One fried egg, two rashers of bacon, one beef / pork or mutton sausage, two slices of tomato and two slices of toast	R	R	R
2.	Two fried eggs, two rashers of bacon, two beef / pork or mutton sausages, two slices of tomato and two slices of toast	R	R	R
3.	Sliced seasonal fruits with Yogurt	R	R	R
4.	Yogurts with cereals & muesli	R	R	R

PART B: SANDWICHES			MONTH 2 unit-prices including escalations	MONTH 3 unit-prices including escalations
Item	Description	MONTH 1-unit prices		
1.	Cheese	R	R	R
2.	Cheese and Tomato and or Onion and or Mushroom	R	R	R
3.	Cheese and Ham	R	R	R
4.	Cheese, Ham, and Tomato	R	R	R
5.	Toasted Steak	R	R	R
6.	Bacon and Egg	R	R	R
7.	Bacon, Egg, and Cheese	R	R	R
8.	Salami and Cheese	R	R	R
9.	Chicken Mayonnaise	R	R	R
10.	Tuna Mayonnaise	R	R	R
14.	Roast Beef and Mustard	R	R	R
15.	Cheese, Bacon and Tomato	R	R	R
16.	Cheese, Tomato and Cucumber	R	R	R
17.	Mushroom and Cheese	R	R	R



<b>PART C: MEALS</b>			<b>MONTH 2-unit prices including escalations</b>	<b>MONTH 3-unit prices including escalations</b>
<b>Item</b>	<b>Description</b>	<b>MONTH 1-unit prices</b>		
1.	Chicken curry (served with Phutu, Rice, Samp, or steam bread)	R	R	R
2.	Steak (served with mash potato)	R	R	R
3.	Lamb curry (served with Phutu, Rice, Samp or steam bread)	R	R	R
4.	Variety of Breyani's (Lamb, Chicken, Fish)	R	R	R
5.	Grilled Lamb Chops and chips	R	R	R
6.	Butter ½ chicken portion and rice	R	R	R
7.	Fish curry and rice	R	R	R
8.	Beef curry (served with Phutu, Rice, Samp or steam bread)	R	R	R
9.	Grilled ½ chicken and chips	R	R	R
10.	Fish and Chips	R	R	R
11.	Steak and chips	R	R	R
12.	Mashed potatoes (served with boerewors and gravy (brown onion or chakalaka)	R	R	R
13.	Macaroni, cheese, and beef mince	R	R	R
14.	Tripe served with samp or Phutu	R	R	R
15.	Pork chops (served with Chips or Rice)	R	R	R
16.	Lasagne (chicken or beef mince)	R	R	R



PART D: ADDITIONAL ITEMS		MONTH 1-unit prices	MONTH 2 -unit prices including escalations	MONTH 3 -unit prices including escalations
Item	Description			
1.	Assorted Chips (large) 120g	R	R	R
2.	Assorted Chips (medium) 36g			
3.	Assorted Chips (small) 25g			
4.	Assorted pies	R	R	R
5.	Russians	R	R	R
6.	Fruit: Seasonal	R	R	R
7.	Soft Drinks 330 ml	R	R	R
8.	Soft drinks 500 ml	R	R	R
9.	Grapetiser 330 ml	R	R	R
10.	Appletiser 330 ml	R	R	R
11.	Iced Tea - Can 330 ml	R	R	R
12.	Energy Drinks 500ml	R	R	R
13.	Bottled Still Water: 500ml	R	R	R
14.	Fruit Juices – 250 ml	R	R	R
15.	Assorted Sweets (small) 60g	R	R	R
16.	Assorted Sweets (medium) 75g	R	R	R
17.	Assorted Sweets (large) 125g	R	R	R
18.	Assorted Chocolates (large) 60g	R	R	R
19.	Assorted Chocolates (medium) 48g	R	R	R
20.	Assorted Chocolates (small) 23g	R	R	R
21.	Assorted Biscuits (large) 200g	R	R	R
22.	Assorted Biscuits (small) 125g	R	R	R



<b>23.</b>	Bottled Still Water: 1.5L	R	R	R
<b>24.</b>	Bottled Sparkling Water: 500ml	R	R	R
<b>25.</b>	Bottled Sparkling Water: 1.5L	R	R	R
<b>27.</b>	Assorted Cooldrinks: 1L	R	R	R
<b>28.</b>	Assorted Cooldrinks: 2L	R	R	R

<b>Grand Total</b>	
<b>3-Month Total</b>	
<b>15% VAT</b>	
<b>3-Month Total Inc. VAT</b>	

