



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] NO CRAC/ESS/19547

**FOR THE SUPPLY/PROVISION OF: SUPPLY FRUIT AND VEGETABLES FOR ESSELEN
PARK SCHOOL OF RAIL.**

FOR DELIVERY TO:

**SCHOOL OF RAIL
ESSELEN PARK
ROAD P91-1 OFF
R25
&
CANTEEN
INYANDA HOUSE 1
PARK TOWN**

ISSUE DATE: 06 NOVEMBER 2015

CLOSING DATE: 17 NOVEMBER 2015

CLOSING TIME: 10:00 AM SHARP

Section 1
NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: BY HAND
CLOSING VENUE: The Secretary Acquisition Council
Transnet Freight Rail
Ground Floor
Inyanda House 1
Park Town

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 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

3 Communication

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Audrey Tladi Email: audrey.tladi@transnet.net

Telephone: 011 584 0736

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Name: Prudence Nkabinde Email: prudence.nkabinde@transnet.net

Telephone: 011 544 9486

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

7 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

8 Binding Offer

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

9 Disclaimers

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;
- reject all Quotations, if it so decides;
- 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 / service/s 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 ;
or
- make no award at all.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

10 Specification/Scope of Work**1. Schedule of Quantities****1.1 Vegetables**

No	Item	Description	Estimated Monthly Required
1	Anise (Fennel)	Washed clean, crisp, free from rust or damage, well hearted with no strings	96kg
2	Asparagus	Mauve in colour, smooth unblemished satin skin	240kg
3	Aubergines (Eggplant)	Mauve in colour, smooth unblemished satin skin	100kg
4	Avocado Pear	Bright glossy green skin with no bruise or discolouration and to be ripe when delivered	168kg
5	Beans	Tender green pods, not wilted, rusty or spotted. Should break crisply without strings	720kg
6	Beetroot	Uniform diameter 55 to 65mm, free of cuts and splits	250kg
7	Broccoli	Dark green, fresh, crisp and head not seeded.	150kg
8	Brussel Sprouts	Green colour, firm tight formation free from insects and diameter 20 to 25mm.	140kg
9	Carrots	Crisp, snaps when bent	600kg
10	Cabbage Green	Very crisp and not less than 150mm in diameter	840kg
11	Cabbage Red	Very crisp and not less than 100mm in diameter	180Kg
12	Cauliflower	Compact white heads, no discolouration, tight formation with good depth	200Kg

No	Item	Description	Estimated Monthly Required
13	Celery	Washed clean, white for two third of the length. Crisp free from rust or damage. Good shape, thick well hearted with no strings.	80Kg
14	Mushrooms Button	Well rounded washed white firm	350Kg
15	Mushrooms Oyster	Firm and cleaned	20kg
16	Leeks	Fresh and crispy with no sign of seeding.	80Kg
17	Lettuce mixed	Fresh and crispy with no soil or insects	100Kg
19	Lettuce Iceberg	Crispy fresh with no sign of rotting on the stem	600Kg
20	Gem squash	Fresh and with no sign of damage	200Kg
21	Onions whole	Fresh and with no sign of damage	380kg
23	Patty pans green	Fresh and with no sign of damage	280g
24	Patty pans yellow	Fresh and with no sign of damage	200kg
25	Peppers green	Fresh and with no sign of damage	180kg
26	Peppers red	Fresh and with no sign of damage	180kg
27	Peppers yellow	Fresh and with no sign of damage	180kg
28	Parsnip	Fresh and with no sign of damage	72kg
29	Potatoes chips	Washed and packed	1000kg
30	Potatoes whole	Medium size and washed. Not going to seed.	900kg
31	Potatoes Baby	Fresh and with no sign of damage	150kg
32	Pumpkin	Fresh and with no sign of damage	250kg
33	Radish	Fresh and crispy	60kg
34	Spinach	Freshly washed and deveined with no rust or spots	600kg
35	Spinach Baby	Young and fresh with no sign of wilting	100kg
36	Spring onions	Fresh and with no sign of damage	100kg

No	Item	Description	Estimated Monthly Required
37	Bean sprouts	Fresh and with no sign of damage	72kg
38	Sweet corn	Fresh and with no sign of damage	150kg
39	Sweet Potatoes	Fresh and with no sign of damage	500kg
40	Tomato Plum	Sun ripened, firm, red with no spots	500kg
41	Tomato cherry	Red firm ripen with no spots	110 Punnets
42	Tomatoes Sun dried	Fresh and with no sign of damage	24kg
43	Turnips	Fresh, medium sized with no spots	24kg
44	Butternut	Fresh and with no sign of damage	450kg
45	English Cucumber	Fresh and with no sign of damage	400kg

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1.2 Fresh Herbs

No	Item	Description	Estimated Monthly Required
1	Sweet green basil	Crispy, fresh with no spots	40kg
2	Sweet basil burgundy	Crispy, fresh with no spots	40kg
3	Curry Leaves	Crispy, fresh with no spots	40kg
4	Coriander leaves	Crispy, fresh with no spots	40kg
5	Dill	Crispy, fresh with no spots	40kg
6	Thyme	Crispy, fresh with no spots	40kg
7	Rosemary	Crispy, fresh with no spots	40kg
8	Sage	Crispy, fresh with no spots	40kg
9	Mint	Crispy, fresh with no spots	40kg
10	Rocket	Crispy, fresh with no spots	40kg

1.3 Fruit

No	Item	Description	Estimated Monthly Required
1	Apples Golden Delicious	Should not be wilted or have spots or bruises	500kg
2	Apples Red	Should not be wilted or have spots or bruises	500kg
3	Apples Granny Smith	Should not be wilted or have spots or bruises	150kg
4	Apricot	Fresh and with no sign of damage	100kg
5	Bananas	Skin must be yellow and smooth with no blemishes/bruises	200kg
6	Blackberries	Fresh and with no sign of damage	30kg
7	Blue berries	Fresh and with no sign of damage	30kg
8	Cherries	Fresh and with no sign of damage	50kg
9	Figs	Fresh and with no sign of damage	60Kg
10	Gooseberries	Fresh and with no sign of damage	30kg
11	Grapefruit white	Fresh and with no sign of damage	50kg
12	Grapefruit red	Fresh and with no sign of damage	50Kg
13	Grapes White	Fresh and with no sign of damage	50kg
14	Grapes Black	Fresh and with no sign of damage	50kg
15	Guava	Fresh and with no sign of damage	100Kg
16	Kiwi Fruit	Fresh and with no sign of damage	100kg

No	Item	Description	Estimated Monthly Required
17	Lemon	Fresh and with no sign of damage	100kg
18	Lime	Fresh and with no sign of damage	40kg
19	Mango	Fresh and with no sign of damage	100kg
20	Mandarins	Fresh and with no sign of damage	100kg
21	Nectarines	Fresh and with no sign of damage	200kg
22	Orange Navels	Fresh and with no sign of damage	90kg
23	Pawpaw	Fresh and with no sign of damage	200kg
24	Peaches yellow	Fresh and with no sign of damage	200kg
25	Pears William's	Fresh and with no sign of damage	200kg
26	Pineapples	Fresh and with no sign of damage	200kg
27	Plums Santa Rosa	Fresh and with no sign of damage	80kg
28	Spanspek	Fresh and with no sign of damage	200kg
29	Strawberries	Fresh and with no sign of damage	100 punnets
30	Sweet Melon	Fresh and with no sign of damage	100kg
31	Winter Melon	Fresh and with no sign of damage	200kg
32	Charentais melon	Fresh and with no sign of damage	200kg
33	Honeydew melon	Fresh and with no sign of damage	250kg
34	Kumquats	Fresh and with no sign of damage	50kg

No	Item	Description	Estimated Monthly Required
35	Watermelon	Smooth skin, no cracks, no	300kg

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056

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RFQ FOR THE PROVISION/SUPPLY OF: SUPPLY & DELIVERY OF FRUITS & VEGITABLES.
CLOSING VENUE: 21 WELLINGTON ROAD , INYANDA 1 PARK TOWN.
CLOSING DATE & TIME: 12 NOVEMBER2015.10 AM
VALIDITY PERIOD: 29 FEBRUARY2016 Business Days

SECTION 2
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS:
(MANDATORY)

- 1 EVALUATION CRITERIA**
- 1.PROOF OF VALID CERTICATION OF ACCEPTABILITY (COA)**
 2. PROOF OF VALID PEST CONTROL CERTIFICATION (FOR FOOD)
 3. SIGNED FACTIONAL REQUIREMENTS DOCUMENT

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <ul style="list-style-type: none"> Proof of valid certification of acceptability (COA) from Department of Health. Proof of valid Pest Control certification (for Food) Signed factional Requirements document
Functionality Threshold	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of. Compliance to specification / quality, previous performance, delivery lead-time will be considered as part of the technical evaluation[complete Annexure A
Price weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none"> Pricing and price basis [firm] B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

2 Validity Period

Transnet desires a validity period of 30 [thirty] Business Days from the closing date of this RFQ.
 This RFQ is valid until 29 FEBRUARY 2016.

3 Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES NO

4 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

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

a) Respondents are required to submit with their Quotations the **mandatory Returnable Documents**, as detailed below.

Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's Disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
ANNEXURE A : Technical Submission: <ul style="list-style-type: none"> • Valid Certification of Acceptability(COA) from the Department Of Health • Valid Pest control Certificate (Food) • Signed functional requirement. 	

b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	

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 Tax Clearance Certificate and valid B-BBEE Verification Certificate, 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 forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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SECTION 3 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 mentioned and/or 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 & fresh and/or having to accept any less favourable offer.

Price Schedule

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

VEGITABLES:

Item No	Description of Goods /Services	Estimated Monthly Required	Unit Price (ZAR)	Total Price Per Month	Total for 3x months
1	Anise (Fennel)	96kg			
2	Mushrooms Button	240kg			
3	Mushrooms Oyster	100kg			
4	Avocado Pear	168kg			
5	Beans	720kg			
6	Beetroot	250kg			
7	Broccoli	150kg			

8	Brussel Sprouts	140kg			
9	Carrots	600kg			
10	Cabbage Green	840kg			
11	Cabbage Red	180kg			
12	Cauliflower	200kg			
13	Celery	80kg			
14	Mushrooms Button	350kg			
15	Mushrooms Oyster	20kg			
16	Leeks	80kg			
17	Lettuce mixed	100kg			
18	Lettuce Iceberg	600kg			
19	Pumpkin squash	200kg			
20	Onions whole	380kg			
21	Patty pans green	280kg			
22	Patty pans yellow	200kg			
23	Peppers green	180kg			
24	Peppers red	180kg			
25	Peppers yellow	180kg			
26	Parsnip	72kg			
27	Potatoes chips	1000kg			
28	Potatoes	900kg			

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	whole			
29	Potatoes Baby	150kg		
30	Pumpkin	250kg		
31	Radish	60kg		
32	Spinach	600kg		
33	Spinach Baby	100kg		
34	Spring onions	100kg		
35	Beans sprouts	72kg		
36	Sweet corn	150kg		
37	Sweet potatoes	500kg		
39	Tomato Plum	500kg		
40	Tomato Cherry	110 punnets		
41	Tomatoes sun dried	24kg		
42	Turnips	24kg		
43	Butternut	450kg		
44	English Cucumber	400kg		
45	Asparagus	240kg		
46	Aubergines (eggplant)	100kg		

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TOTAL PER MONTH	
VAT	
TOTAL PER THREE MONTHS	

1.4 Fresh Herbs

No	Item	Estimated Monthly Required	Price	Total Per month	Total for 3 x months
1	Sweet green basil	40kg			
2	Sweet basil burgundy	40kg			
3	Curry Leaves	40kg			
4	Coriander leaves	40kg			
5	Dill	40kg			
6	Thyme	40kg			
7	Rosemary	40kg			
8	Sage	40kg			
9	Mint	40kg			
10	Rocket	40kg			
			TOTAL		
			VAT		
			SUB TOTAL		

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1.5 Fruits

No	Item	Estimated Monthly Required	Price	Total Per month	Total for 3 x months
1	Apples Golden Delicious	500kg			
2	Apples Red	500kg			
3	Apples Granny Smith	150kg			
4	Apricot	100kg			
5	Bananas	200kg			
6	Blackberries	30kg			
7	Blueberries	30kg			
8	Cherries	50kg			
9	Figs	60kg			
10	Gooseberries	30kg			
11	Grapefruit white	50kg			
12	Grapefruit red	50kg			
13	Grapes White	50kg			
14	Grapes Black	50kg			
15	Guava	100kg			

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No	Item	Estimated Monthly Required	Price	Total Per month	Total for 3 x months
16	Kiwi Fruit	100kg			
17	Lemon	100kg			
18	Lime	40kg			
19	Mango	100kg			
20	Mandarins	100kg			
21	Nectarines	200kg			
22	Orange Navels	50kg			
23	Pawpaw	200kg			
24	Peaches yellow	200kg			
25	Peas Williams's	200kg			
26	Pineapples	200kg			
27	Plums Santa Rosa	80kg			
28	Spanspek	200kg			
29	Strawberries	100 punnet			
30	Sweet Melon	100kg			
31	Winter Melon	200kg			
32	Charentais melon	200kg			
33	Honeydew melon	250kg			

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No	Item	Estimated Monthly Required	Price	Total Per month	Total for 3 x months
34	Kumquats	50kg			
35	Watermelon	300kg			

TOTAL	
VAT	
SUB TOTAL	

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

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) 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.

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.

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

1. The following documents all of which are available on Transnet's website or upon request:
 - 1.1. General Bid Conditions;
 - 1.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 1.3. Supplier Integrity Pact;
 - 1.4. Non-disclosure Agreement; and
 - 1.5. Vendor Application Form and all supporting documents (first time vendors only)

Respondent's Signature

Date & Company Stamp

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORIZED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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SECTION 4

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 any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due

Respondent's Signature

Date & Company Stamp

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 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; and
6. furthermore, 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 the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, 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 Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

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.]

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

BREACH OF LAW

10. 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 _____

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FUNCTIONAL REQUIREMENTS

Special Delivery Requirements

Refrigerated trucks (0°C to -4°C) must be used to transport products and to enforce cold chain management. Temperatures will be monitored on all incoming products.

The supplier must ensure that, delivery trucks are clean and free of debris.

All products must have an expiry and sell-by date.

Specifications

- Supplier to provide valid Certificate of Acceptability (COA) from department of health. This certificate must have the address of where the meat is stored and supplied/delivered from.
- Supplier to provide valid Certificate of Product Analysis when required from SANAS accredited laboratory.
- A copy of a valid pest control Certificate/programme to be supplied from the place where the meat is stored and supplied/delivered from.
- Staff delivering the products must wear clean uniforms and safety shoes.

PERFORMANCE REQUIREMENT

- It is required that the supplier adhere to the Service Level Agreement terms at all times **e.g.**
 - Refrigerated and clean Delivery Trucks
 - Staff in proper protective clothing and shoes
 - Fruit & vegetables must not show any sign rotten product
 - All fruit & vegies must be, packed in boxes with the top of the box covered with see through clear plastic. **Etc.**

OTHER REQUIREMENTS

Unacceptable deliveries of Fruit & Vegetables will be returned immediately to supplier.

- This will be Fruit & Vegetables
- Rotten Fruit & Vegetables that is delivered on a vehicle that does not meet required temperature as stated on the SLA
- Vegetables that is not packed as per required standard

CONSTRAINTS

48 hours delivery time from the time of receiving purchase order

Respondent Signature: _____

Date: _____