

**FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP]**[SERVICE]**

SUPPLY AND DELIVERY OF FRESH FRUITS AND VEGETABLES ON AN "AS AND WHEN REQUIRED BASIS" TO THE BLUE TRAIN IN PRETORIA FOR A PERIOD OF THREE (3) YEARS

RFP NUMBER ERACKT 3713 -21383
ISSUE DATE: 04 August 2016
CLOSING DATE: 23 August 2016
CLOSING TIME: 10:00
BID VALIDITY PERIOD: 30 November 2016

PLEASE BRING:

- **A VALID TENDER DOCUMENT AND**
- **THE CONFIRMATION THAT YOU ADVISED TRANSNET OF YOUR INTENTION TO PARTICIPATE IN THIS TENDER**

ON THE DAY OF THE BRIEFING SESSION OTHERWISE RESPONDENTS WILL NOT BE ALLOWED INTO THE BRIEFING SESSION AND TO BID.

SCHEDULE OF BID DOCUMENTS

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ANNEXURES

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SECTION 1: NOTICE TO BIDDERS

1 INVITATION TO BID

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

DESCRIPTION	The supply and delivery of fresh Fruits And Vegetables on an "As and When Required Basis" to the Blue Train in Pretoria for a period of three (3) years.
BID FEE	This RFP is issued free of charge.
INSPECT / COLLECT DOCUMENTS FROM	<p>This bid may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za free of charge.</p> <p>Alternatively, this RFP may be collected free of charge per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and the tender document may be collected between 09:00 and 15:00 from 04 August 2016 until 15 August 2016</p> <p>This RFP may be collected from the following address: Reception, Transnet Freight Rail Advice Centre, Ground Floor, Nzasm Building, Room G16, Corner of Paul Kruger And Minnaar Street, Pretoria, 0001</p>
ISSUE DATE AND COLLECTION DATE DEADLINE	<p>Date Published: 04 August 2016</p> <p>Tender documents available until: 15 August 2016 <i>[Note the bid will only be visible on the Portal on the date indicated here, and no tenders will be issued after this deadline.]</i></p> <p>Closing Date / Time: 10:00 on Tuesday 23 August 2016 <i>[Note the bid will only be visible on the Portal until the date indicated here. Thereafter it moves to the "Closed tenders" tab.]</i></p>
COMPULSORY BRIEFING SESSION	<p>Yes</p> <p>Refer to paragraph 1 for details.</p>
CLOSING DATE	<p>10:00 on Tuesday 23 August 2016</p> <p>This tender shall close punctually at the following address: The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001.</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
VALIDITY PERIOD	<p>30 November 2016</p> <p>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.</p>
SPECIAL CONDITIONS	<p>Bidders are to note that this bid may also be downloaded directly from the National Treasury eTender Publication Portal free of charge. If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by 15:00 15 August 2016, by sending an email with their contact details to the following address: morris.mhlongo@transnet.net. This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond.</p> <p>Bidders that do not respond by this date will not be allowed into the briefing session and participate in this tender process.</p>

Respondent's Signature

Date & Company Stamp

RFP No: ERACKT 3743 - 21383

Description: RFP for the Supply and Delivery of Fresh Fruits and Vegetables on an "As and When Required Basis" to The Blue Train in Pretoria for a Period of Three (3) Years.

<p style="text-align: center;">SUPPLIER REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)</p>	<p>In terms of paragraph 3 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016, [Transnet] must ensure that</p> <p>3.1.1 Suppliers [of Transnet] are registered on the Central Supplier Database [CSD] before any procurement related activities commences;</p> <p>3.1.2 The CSD can be used as the single and only list of prospective suppliers for [Transnet] Furthermore, according to paragraph 5.6 Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.</p> <p>Please ensure that you register your company on the CSD by following these steps:</p> <p>Step 1: Access the CSD site on https://secure.csd.gov.za/</p> <p>Step 2: Register a new CSD account https://secure.csd.gov.za/Account/Register</p> <p>Step 3: Receive an activation email and click activate account</p> <p>Step 4: Activate account by requesting and entering the OTP</p> <p>Step 5: Log in the CSD</p> <p>Step 6: Complete supplier identification information</p> <p>Step 7: Complete contact information</p> <p>Step 8: Complete address information</p> <p>Step 9: Complete bank account information</p> <p>Step 10: Complete tax information</p> <p>Step 11: Complete directors/members information (if non-CIPC company)</p> <p>Step 12: Complete associations (if relevant)</p> <p>Step 13: Complete commodities information</p> <p>Step 14: Complete BBBEE information (future phase)</p> <p>Step 15: Maintain users</p> <p>Step 16: Complete notification information</p> <p>Step 17: Complete accreditations</p> <p>Step 18: Click on submit</p> <p>Step 19: A CSD supplier number and a unique registration reference number is auto-generated and communicated</p>
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Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

Respondent's Signature

Date & Company Stamp

RFP No: ERACKT 3743 - 21383

Description: RFP for the Supply and Delivery of Fresh Fruits and Vegetables on an "As and When Required Basis" to The Blue Train in Pretoria for a Period of Three (3) Years.

1. **FORMAL BRIEFING**

Compulsory RFP briefing session will be conducted at **Transnet Freight Rail, The Blue Train Boardroom, Room 270, Nzasm Building, Minnaar Street, Pretoria, on Tuesday the 16th August 2016, at 10:00** for a period of ± 45 minutes. Contact Siyathemba Mbambo on 012 315 4004 / 063 296 4640 [**Respondents to provide own transportation and accommodation**].

- 1.1 As the briefing session will be held in an operational area of Transnet, all people entering the premises **may be subjected to a substance abuse test.**
- 1.2 A Certificate of Attendance in the form set out in **Section 5** hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory RFP briefing.
- 1.3 Respondents failing to attend the compulsory RFP briefing will be disqualified.
- 1.4 The briefing session will start punctually at **10:00** and information will not be repeated for the benefit of Respondents arriving late.
- 1.5 Respondents will not be allowed at the briefing session, if they don't have a copy of the RFP document and the confirmation of the intention to participate in this tender on the day of the briefing session.

If Respondents/Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by **15:00 on August 2016**, by sending an email with their contact details to the following address: morris.mhlongo@transnet.net.

This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond. As such, please bring along to the briefing session the tender document and the **CONFIRMATION THAT YOU ADVISED TRANSNET OF YOUR INTENTION TO PARTICIPATE IN THIS TENDER.**

RESPONDENTS FAILING TO ADHERE TO THE ABOVE MAY BE CLASSIFIED AS NON-RESPONSIVE AND MAY BE DISQUALIFIED.

2 **PROPOSAL SUBMISSION**

Proposals must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Acquisition Council	
RFP No:	ERACKT 3743 - 21383
Description	The supply and delivery of Fresh Fruits and Vegetables on an "As and When Required Basis" to the Blue Train in Pretoria.
Closing date and time:	23 August 2016 @10:00
Closing address	[Refer to options in paragraph 4 below]

All envelopes must reflect the return address of the Respondent on the reverse side.

3 **DELIVERY INSTRUCTIONS FOR RFP**

3.1 **Delivery by hand**

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located in the foyer on the ground floor, Inyanda House1, 21 Wellington road, Parktown, Johannesburg, and should be addressed as follows:

Respondent's Signature

Date & Company Stamp

RFP No: ERACKT 3743 - 21383

Description: RFP for the Supply and Delivery of Fresh Fruits and Vegetables on an "As and When Required Basis" to The Blue Train in Pretoria for a Period of Three (3) Years.

THE SECRETARIAT
 TRANSNET ACQUISITION COUNCIL
 GROUND FLOOR
 TENDER BOX
 INYANDA HOUSE 1
 21 WELLINGTON ROAD
 PARKTOWN
 JOHANNESBURG 2001

- a) The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 1 above.
- b) It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours a day, 7 days a week.

3.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
 TRANSNET ACQUISITION COUNCIL
 INYANDA HOUSE 1
 21 WELLINGTON ROAD
 PARKTOWN
 JOHANNESBURG, 2001

4 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached BBBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and the Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be above R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

Respondents are required to complete Section 8 [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 RFP will result in a score of zero being allocated for B-BBEE.

4.1 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of

Respondent's Signature

Date & Company Stamp

business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 8 [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 for the JV or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.

4.2 **Subcontracting**

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.

In terms of Section 8 of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

¹ The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

Respondent's Signature

Date & Company Stamp

4.3 B-BBEE Improvement Plan

Transnet encourages its Suppliers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of **Annexure A appended** hereto.

[Refer to Section 8 and Annexure A for further instructions]

5 COMMUNICATION

5.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted before **12:00 3 days prior to closing date** substantially in the form set out in **Section 7** hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

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

Name: Kgalalelo *Kgali* Tlhabanelo

E-mail: kgalalelo.tlhabanelo@transnet.net

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

Name: Thuli Mathebula / Lolo Sokhela

Telephone: 011 544 9497 / 011 544 9494

E-mail: Thuli.Mathebula@transnet.net / Lolo.Sokhela@transnet.net

5.4 Respondents are warned that a Proposal may be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

Respondent's Signature

Date & Company Stamp

6 CONFIDENTIALITY

- 6.1 All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Goods, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

7 INSTRUCTIONS FOR COMPLETING THE RFP

- 7.1 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 7.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Proposal.
- 7.3 Both sets of documents are to be submitted to the address specified in paragraph 3 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFP albeit that it was included in the other.
- 7.4 **All returnable documents called in the Proposal Form [Section 4] must be returned with your Proposal.**
- 7.5 Unless otherwise expressly stated, all proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 7.6 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

8 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Supplier**] shall be in full and complete compliance with any and all applicable laws and regulations.

Respondent's Signature

Date & Company Stamp

9 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Transnet reserves the right to:

- 9.1 modify the RFP's Goods and request Respondents to re-bid on any such changes;
- 9.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 9.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 9.4 not necessarily accept the lowest priced Proposal or an alternative bid;
- 9.5 reject all Proposals, if it so decides;
- 9.6 withdraw the RFP on good cause shown;
- 9.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 9.8 award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFP;
- 9.9 split the award of the contract between more than one Supplier, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 9.10 make no award of a contract;
- 9.11 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 undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document. Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

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 ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

10 LEGAL REVIEW

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

Respondent's Signature

Date & Company Stamp

12 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO. 4 OF 2016/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on National Treasury Central Supplier Database.

National Treasury	Unique Vendor Number	Yes / No
Central Supplier Database		

In the **Yes** column above, please confirm your registration by providing your National Treasury Unique Vendor Number.

In the **No** column above, please register your company on the National Treasury Central Supplier Database and confirm your registration by submitting National Treasury "MAAA" supplier reference number.

Preview copy

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

TIP-OFFS ANONYMOUS: 0800 003 056

Respondent's Signature

Date & Company Stamp

RFP No: ERACKT 3743 - 21383

Description: RFP for the Supply and Delivery of Fresh Fruits and Vegetables on an "As and When Required Basis" to The Blue Train in Pretoria for a Period of Three (3) Years.

SECTION 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

This RFP covers the supply and delivery of Fresh Fruits and Vegetables on an "As and When Required Basis" to The Blue Train in Pretoria for a Period of Three (3) Years.

The Blue Train requires to enter into a three year contract with a Fresh Fruits and Vegetables supplier in Pretoria in order to establish a reliable supply of fruit and vegetable for guest consumption on board The Blue Train.

2 EXECUTIVE OVERVIEW

Most Transnet Operating Divisions currently procure their product requirements through a number of Suppliers. Our objective is to source all activity through a Preferred Supplier(s) capable of servicing all the Transnet Freight Rail business units in locations as indicated above.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).
- 2.3 Transnet must receive proactive improvements from the Supplier with respect to supply of Goods and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods, including managed service processes on a Group basis.

Respondent's Signature

Date & Company Stamp

3 SCOPE OF REQUIREMENTS

3.1 Providing Blue Train with fresh Fruits and Vegetables in Pretoria on a weekly basis or as and when required. All deliveries to be made to The Blue Train to The Blue Train Warehouse, Office 12, 3rd Avenue, Salvokop, Coach Business Maintenance Depot, Pretoria, 0001.

3.2 Respondent will accept responsibility for

- a) Providing the Blue Train with good quality and fresh Fruits and Vegetables on the basis of "as and when required" by The Blue Train in Pretoria.
- b) Complying with Health and Safety regulations
- c) Be flexible in terms of the time when the service would be required (including Saturdays and Sundays)
- d) Supplier must have a proof of Pest Control Program and HACCP (Hazard Analysis & Critical Control Point) Certificate and willing to accommodate a site visit at the warehouse/store by The Blue Train Management periodically.
 - *The Pest Control program* must include the frequency, method and treatment for the extermination, prevention and monitoring of all pest and rodents. Proof that a pest control service was rendered by a registered company must be submitted with the RFP document
 - *HACCP (Hazard Analysis & Critical Control Point) Certificate:* HACCP is a system which identifies hazards and implements measures for their control. It is based on the identification of risks, minimizing those risks through the design and layout of the physical environment in which high standards of hygiene can be assured, sets measurable standards and establishes monitoring systems.

3.3 Delivery

- a) Respondents are required to deliver goods on an "As and When Required Basis" within a minimum period of 24hours (from placement of orders) as well as after-hour delivery (which may be required from time to time) to The Blue Train Warehouse, Office 12, 3rd Avenue, Salvokop, Coach Business Maintenance Depot, Pretoria, 0001.

4 GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

5 GENERAL SUPPLIER OBLIGATIONS

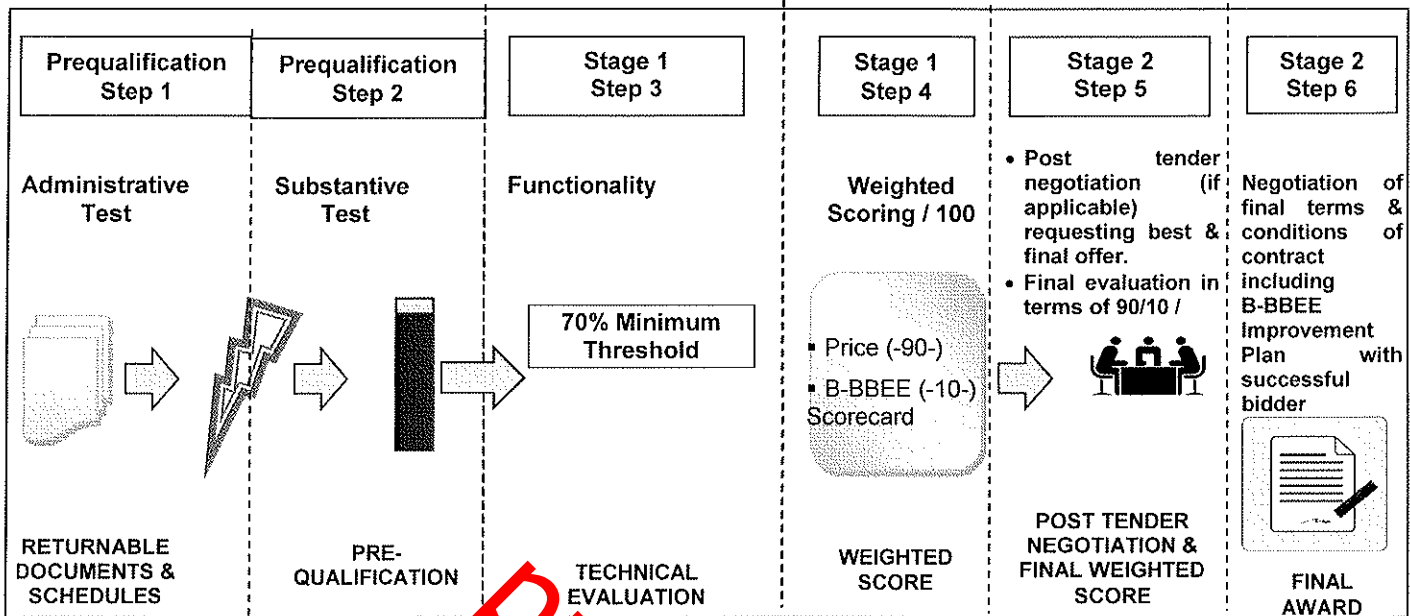
- 5.1 The Supplier(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Supplier(s) must comply with the requirements stated in this RFP.

Respondent's Signature

Date & Company Stamp

6 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier, if so required:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must therefore not be interpreted to mean that bidders have necessarily passed any previous stage(s).

6.1 PREQUALIFICATION STAGE ~ STEP 1: Test for Administrative Responsiveness (Essential Returnable Documents)

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	Section 1; Sub-section 3
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time <ul style="list-style-type: none"> - A valid letter of good standing issued by department of Labour - A valid B-BBEE Certificate - A valid Tax Clearance Certificate 	Section 4
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	Section 4, page 26 and 27

The test for administrative responsiveness must be passed for a Respondent's Proposal to progress to the next stage for further pre-qualification

Respondent's Signature

Date & Company Stamp

6.2 PREQUALIFICATION STAGE ~ STEP 2: Test for Substantive Responsiveness to RFP
(Mandatory Documents)

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

Check for substantive responsiveness	RFP Reference
• Whether any general pre-qualification criteria set by Transnet, have been met	Section 4
• Whether the Bid contains a priced offer	Section 3
• Whether the Bid materially complies with the scope and/or specification given	All Sections
• Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given [A fully completed clause by clause statement of compliance to the Scope of Requirements]	Section 10
• HACCP (Hazard Analysis & Critical Control Point) Certificate	Section 2 ; Sub-section 3
• Certificate of attendance of RFP briefing (completed and signed)	Section 5

The test for substantive responsiveness must be passed for a Respondent's Proposal to progress to the next stage for further evaluation

6.3 STAGE ONE ~ STEP 3: Minimum Threshold 70% for Technical Criteria

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

Technical Criteria	% Weightings	RFP Reference
• Traceable references proving previous service for the supply & delivery of Fruit and Vegetables	40%	Section 3; Sub-section 9
• Pest Control Program	20%	Section 2; Sub-section 10
• Delivery Schedule	40%	Section 2; Sub-section 11
Total Weighting:	100%	
Minimum qualifying score required:	70%	

6.4 STEP 4: WEIGHTED SCORING

a) **Commercial Criteria** [Weighted score 90 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	Section 3

Respondent's Signature

Date & Company Stamp

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

$$PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

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

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score **10** points]

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

SUMMARY: Final Evaluated Weightings

Evaluation Criteria	Final Weighted Scores
Price	90%
B-BBEE - Scorecard	10%
TOTAL SCORE:	100%

6.5 **STAGE TWO ~ STEP 5: Post Tender Negotiations (if applicable)**

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 90/10.

6.6 **STAGE TWO ~ STEP 6: Final Contract Award**

Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

IMPORTANT NOTICE TO RESPONDENTS

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net.

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

Respondent's Signature

Date & Company Stamp

SECTION 3: PRICING AND SCHEDULE OF REQUIREMENTS

PRICING SCHEDULE

- 3.1 The estimated quantities below are purely for quotation purposes and will not be ordered all at the same time.
- 3.2 Failure to price on any of items listed on the below Pricing Schedule will result in disqualification of the bid. Therefore bidders are required to price on all below listed items.

See table below.

Item No.	Description	Estimated Annual Qty.	UOM	Cost per unit
A	Avocado	180	kg	
B	FRESH FRUIT			
B1	Fruit Fresh Apple Green (1kg pack)	96	kg	
B2	Fruit Fresh Apple Red (1kg pack)	96	kg	
B3	Fruit Fresh Banana (Loose)	432	kg	
B4	Fruit Fresh Blueberry (500g – Plastic container)	84	kg	
B5	Fruit Fresh Cherries (stem on) 1kg - Box	168	kg	
B6	Fruit Fresh Gooseberry (stem on) (1kg – Box)	48	kg	
B7	Fruit Fresh Granadilla (750 Polystyrene pack)	240	kg	
B8	Fruit Fresh Grapes Seedless Red (stem on) (2kg-Box)	300	kg	
B9	Fruit Fresh Grapes Seedless White (stem on) (2kg-Box)	300	kg	
B10	Fruit Fresh Grapefruit (10kg ventilated box)	360	kg	
B11	Fruit Fresh Kiwi Fruit (2kg Box-Bubble wrap)	216	kg	
B12	Fruit Fresh Lemon (5kg- Box)	180	kg	
B13	Fruit Fresh Mango (3kg-Box)	192	kg	
B14	Fruit Fresh Melon Sweet (Loose)	648	kg	
B15	Fruit Fresh Nectarine (4kg-Box)	360	kg	

Respondent's Signature

Date & Company Stamp

RFP No: ERACKT 3743 - 21383

Description: RFP for the Supply and Delivery of Fresh Fruits and Vegetables on an "As and When Required Basis" to the Blue Train in Pretoria for a Period of Three (3) Years.

Item No.	Description	Estimated Annual Qty.	UOM	Cost per unit
B16	Fruit Fresh Orange (10kg-Sack)	480	kg	
B17	Fruit Fresh Papino (2kg-Box ripened)	132	kg	
B18	Fruit Fresh Peach (1kg-Plastic container)	288	kg	
B19	Fruit Fresh Pear (2kg-Plastic)	120	kg	
B20	Fruit Fresh Pineapple (±5kg-wooden box)	1188	kg	
B21	Fruit Fresh Plum (3kg-Box)	240	kg	
B22	Fruit Fresh Prickly Pear (1kg-Box-Cleaned)	60	kg	
B23	Fruit Fresh Raspberry (750g-Plastic container)	60	kg	
B24	Fruit Fresh Spanspek (12 Loose)	864	kg	
B25	Fruit Fresh Strawberry (1kg-Punnets/Woollies)	336	kg	
B26	Fruit-Fresh Watermelon (loose)	120	kg	
C	DRIED FRUIT			
C1	Fruit Dried Apple (5kg bag) – Vacuum Pack	60	kg	
C2	Fruit Dried Banana (5kg bag) – Vacuum Pack	60	kg	
C3	Fruit Dried Coconut Desiccated (5kg bag) - Vacuum Pack	60	kg	
C4	Fruit Dried Mango (5kg bag) – Vacuum Pack	60	kg	
C5	Fruit Dried Peaches (5kg bag) – Vacuum Pack	60	kg	
C6	Fruit Dried Pear (5kg bag) – Vacuum Pack	60	kg	
D	HERBBS			
D1	Herb Basil (100g packet) - Fresh	15	kg	

Respondent's Signature

Date & Company Stamp

RFP No: ERACKT 3743 - 21383

Description: RFP for the Supply and Delivery of Fresh Fruits and Vegetables on an "As and When Required Basis" to the Blue Train in Pretoria for a Period of Three (3) Years.

Item No.	Description	Estimated Annual Qty.	UOM	Cost per unit
D2	Herb Chives (100g packet) - Fresh	15	kg	
D3	Herb Coriander (100g packet) - Fresh	15	kg	
D4	Herb Curry Leaves(100g packet)-Fresh	12	kg	
D5	Herb Dill (100g packet) - Fresh	15	kg	
D6	Herb Micro herbs (100g packet)- Fresh	60	kg	
D7	Herb Mint (100g packet) - Fresh	15	kg	
D8	Herb Parsley (100g packet) - Fresh	15	kg	
D9	Herb Rocket (100g packet) - Fresh	30	kg	
D10	Herb Rosemary (100g packet) – Fresh	15	kg	
D11	Herb Spring Onion(100g packet)-Fresh	40	kg	
D12	Herb Thyme (100g packet) – Fresh	15	kg	
E	LETTUCE			
E1	Lettuce Curly (1kg-washed)	24	kg	
E2	Lettuce Endive (1kg-washed)	24	kg	
E3	Lettuce Lolo Rosso (1kg-washed)	24	kg	
E4	Lettuce Mixed (500g packet) (1kg-washed)	96	kg	
F	VEGETABLES			
F1	Veg. Asparagus (160g punnet)	132	kg	
F2	Veg. Baby Corn (160g punnet)	264	kg	
F3	Veg. Baby Marrow (160g punnet)	348	kg	
F4	Veg. Beans Green (5kg bags)	264	kg	
F5	Veg. Bean Sprouts (160g punnet)	48	kg	
F6	Veg. Beetroot	100	kg	
F7	Veg. Broccoli	72	kg	
F8	Veg. Butternut	100	kg	
F9	Veg. Cabbage Red	156	kg	
F10	Veg. Cabbage White	96	kg	

Respondent's Signature

Date & Company Stamp

RFP No: ERACKT 3743 - 21383

Description: RFP for the Supply and Delivery of Fresh Fruits and Vegetables on an "As and When Required Basis" to the Blue Train in Pretoria for a Period of Three (3) Years.

Item No.	Description	Estimated Annual Qty.	UOM	Cost per unit
F11	Veg. Carrot (10kg bag)	540	kg	
F12	Veg. Cauliflower	816	kg	
F13	Veg. Celery	60	kg	
F14	Veg. Chillies	48	kg	
F15	Veg. Cucumber	168	kg	
F16	Veg. Fennel Bulb	36	kg	
F17	Veg. Garlic	36	kg	
F18	Veg. Ginger	36	kg	
F19	Veg. Kumquats	60	kg	
F20	Veg. Leeks	120	kg	
F21	Veg. Mange Tout (140g punnet)	24	kg	
F22	Veg. Mushroom Button (5kg box)	360	kg	
F23	Veg. Mushroom Field	60	kg	
F24	Veg. Onion Red	120	kg	
F25	Veg. Onion White	60	kg	
F26	Veg. Peas Frozen	36	kg	
F27	Veg. Pepper Green	96	kg	
F28	Veg. Pepper Red	96	kg	
F29	Veg. Pepper Yellow	96	kg	
F30	Veg. Potato Baby (New)	720	kg	
F31	Veg. Potato Large	720	kg	
F32	Veg Spinach Frozen (1kg)	24	kg	
F33	Veg. Sweet Corn Frozen (1kg)	24	kg	
F34	Veg. Sweet Potato	168	kg	
F35	Veg. Tomato Beef	1080	kg	
F36	Veg. Tomato Cherry stem on (200g punnet)	204	kg	

Respondent's Signature

Date & Company Stamp

RFP No: ERACKT 3743 - 21383

Description: RFP for the Supply and Delivery of Fresh Fruits and Vegetables on an "As and When Required Basis" to the Blue Train in Pretoria for a Period of Three (3) Years.

Notes to Pricing:

1. All Prices must be quoted in South African Rand, exclusive of VAT
2. The prices quoted are to be inclusive of packaging and delivery charges direct to The Blue Train to The Blue Train Warehouse, Office 12, 3rd Avenue, Salvokop, Coach Business Maintenance Depot, Pretoria, 0001.
3. Prices must be held valid until 30 November 2016
4. To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.
5. 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.
6. Bidders are to indicate whether prices quoted would be subject to adjustment after a period of six (6) months, and if so which proposed adjustment formula would be utilised Subject to adjustment after six (6) months. [Not to be confused with bid validity period Section 1, clause 1]

YES/NO _____

PROPOSED ADJUSTMENT FORMULA TO BE USED _____

7. Failure to price on any of items listed on the above Pricing Schedule will result in the disqualification. Therefore bidders are required to price on all items.

Respondent's Signature

Date & Company Stamp

1 DISCLOSURE OF PRICES TENDERED

1.1 Respondents must indicate below whether Transnet may disclose their tendered prices and conditions to other Respondents:

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

2 PRICE REVIEW

2.1 The successful Respondent(s) [the Service provider] will be obliged to submit to a six (6) months price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Service provider's price(s) is/are found to be higher than the benchmarked price(s), then the Service provider shall match or better such price(s) within 30 [thirty] calendar days, failing which the contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

3 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

3.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation services and related logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

Accepted:

Yes		No	
------------	--	-----------	--

If "yes", please specify details in paragraph 9.2 below.

3.2 Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the respondent's proposal if there is insufficient space available below.

Respondent's Signature

Date & Company Stamp

4 "AS AND WHEN REQUIRED" CONTRACTS

- 4.1 Purchase orders will be placed on the Supplier(s) from time to time as and when Goods are required.
- 4.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 4.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 4.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.
- 4.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 3 [*Pricing and Delivery Schedule*]
- 4.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

- 4.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhauling plant which would ordinarily occur within the stated delivery lead time/s:

5 RETURN OF SURPLUS GOODS

Respondents are required to indicate whether they have a return policy in place (if so attach a copy):

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

Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods:

Respondent's Signature

Date & Company Stamp

6 SERVICE LEVELS

- 6.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 6.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 6.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 6.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
 - a) Random checks on compliance with quality/quantity/specifications
 - b) On-time deliveryIf the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter
- 6.5 The Service provider must provide a telephone number for customer service calls.
- 6.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

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

Respondent's Signature

Date & Company Stamp

7 FINANCIAL STABILITY

7.1 Respondents are required to submit their latest audited financial statements for the past 3 years with their Proposal in order to enable Transnet to establish financial stability.

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: _____

Preview copy

Respondent's Signature

Date & Company Stamp

8 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Supplier, in relation to:

8.1 Quality and specification of Goods delivered:

8.2 Continuity of supply:

8.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:

8.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002:

Preview copy

Respondent's Signature

Date & Company Stamp

9 REFERENCES

Please indicate below a minimum of Three (3) company names and contact details of previous and/or existing customers whom Transnet may contact to seek third party evaluations of your service levels:

Company Name	Nature of work	Value of work	Contact person	Contact details	Year completed

Note: If not provided, it will have a negative influence on your technical evaluation scoring.

10 PEST CONTROL PROGRAMME

- Respondents are required to submit the pest control programme with the RFP, a separate attachment of proof of pest control service rendered.
- The Pest Control program must include the frequency, method and treatment for the extermination, prevention and monitoring of all pest and rodents.

YES	<input type="checkbox"/>
-----	--------------------------

NO	<input type="checkbox"/>
----	--------------------------

Note: If not provided, it will have a negative influence on your technical evaluation scoring.

11 DELIVERY SCHEDULE

- Respondents are required to indicate delivery schedule.
- After-hour delivery may be required and it will form part of the scoring matrix

Please indicate Delivery Period (timeframe) below and whether the After-Hour Delivery will be provided.

- Lead time from the date of purchase order: _____
- After-hour delivery:

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

Note: If not provided, it will have a negative influence on your technical evaluation scoring.

Respondent's Signature

Date & Company Stamp

SECTION 4: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____
[Name of entity, company, close corporation or partnership] of [full address]

Carrying on business trading/operating as _____

Represented by _____

In my capacity as _____

Being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this Proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply the abovementioned Goods at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Terms and Conditions of Contract - Goods **OR** Master Agreement,
- (ii) General Bid Conditions – Goods; and
- (iii) Any other standard or special conditions mentioned and/or embodied in this REQUEST FOR PROPOSAL.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award/intent, this Proposal [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.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Goods within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any

Respondent's Signature

Date & Company Stamp

RFP No: ERACKT 3743 - 21383

Description: RFP for the Supply and Delivery of Fresh Fruits and Vegetables on an "As and When Required Basis" to the Blue Train in Pretoria for a Period of Three (3) Years.

expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of only.

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods due to non-performance by ourselves, failure to meet B-BBEE Improvement Plan commitments. A penalty of up to 100% of the outstanding portion of the Supplier Development commitment will be applied and Transnet reserves the right to set this off against any payment due to the Respondent. In addition, I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity:

Facsimile:

Address:

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period up to 30 November 2016 against this RFP.

Respondent's Signature

Date & Company Stamp

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C. _____

(ii) Registered name of company / C.C. _____

(iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

RETURNABLE DOCUMENTS

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent.

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

a) Mandatory Returnable Documents

Failure to provide all Mandatory Returnable Documents at the closing date and time of this tender will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are fully completed, signed and returned with their Proposals.

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 3 : Pricing and Delivery Schedule	
SECTION 5: Certificate of Attendance of RFP Briefing	
SECTION 10 : A fully completed clause by clause statement to Scope of Requirements	
▪ HACCP (Hazard Analysis & Critical Control Point) Certificate	

b) Essential Returnable Documents

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

Failure to provide all essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are fully completed, signed and returned with their Proposals.

Respondent's Signature

Date & Company Stamp

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 4: Proposal Form and List of Returnable documents	
- Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 8. Note: failure to provide these required documents at the closing date and time of the RFP will result in an automatic score of zero being allocated for preference	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 3 previous years	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 6: RFP Declaration and Breach of Law Form	
SECTION 7: RFP Clarification Request Form	
SECTION 8: B-BBEE Preference Claim Form	

c) Additional Documents

In addition to the requirements of paragraphs (a) and b) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below. Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
▪ ANNEXURE A : B-BBEE Improvement Plan	
▪ Traceable references proving previous service for the supply & delivery of Fruit and Vegetables (<i>Section 3; Sub-section 9</i>)	
▪ Pest Control Programme (<i>Section 3; Sub-section 9</i>)	
▪ Delivery Schedule (<i>Section 3; Sub-section 10</i>)	

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 RFP. 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.

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 RFP, 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

Respondent's Signature

Date & Company Stamp

RFP No: ERACKT 3743 - 21383

Description: RFP for the Supply and Delivery of Fresh Fruits and Vegetables on an "As and When Required Basis" to the Blue Train in Pretoria for a Period of Three (3) Years.

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.

Bidders furthermore agree that Transnet SOC Ltd shall recognise no claim from them for relief based on an allegation that they have overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating their offered prices or otherwise.

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

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

- 1 Specification is included in this RFP - if applicable; and
- 2 The following documents all of which are available on Transnet's website or upon request:
 - 2.1 General Bid Conditions;
 - 2.2 Standard RFP Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 2.3 Supplier Integrity Pact;
 - 2.4 E4B – minimum community health requirements
 - 2.5 E4E – Safety Arrangements and Procedural Compliance (Act 85 Of 1993) and applicable Regulations
 - 2.6 Non-disclosure Agreement; and
 - 2.7 Vendor Application Form and all supporting documents (first time vendors only)

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).

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

RFP No: ERACKT 3743 - 21383

Description: RFP for the Supply and Delivery of Fresh Fruits and Vegetables on an "As and When Required Basis" to the Blue Train in Pretoria for a Period of Three (3) Years.

SECTION 5: CERTIFICATE OF ATTENDANCE OF RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of Entity, Respondent/Bidder]*

Attended the RFP briefing in respect of the proposed Services to be supplied in terms of this RFP on
_____ 2016

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

Preview Copy

Respondent's Signature

Date & Company Stamp

SECTION 6: RFP 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 RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this REQUEST FOR PROPOSAL[RFP];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Services as well as Transnet information and Employees, and has 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 RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP 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 5 and/or 6 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

Respondent's Signature

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[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.
10. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
11. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

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

Respondent's Signature

Date & Company Stamp

SECTION 7: RFP CLARIFICATION REQUEST FORM

RFP No: ERACKT 3743 - 21383

RFP deadline for questions / RFP Clarifications: Before 12:00 on 3 days prior to closing date.

TO: Transnet SOC Ltd
ATTENTION: The Secretariat, Transnet Acquisition Council [TAC]
EMAIL: prudence.nkabinde@transnet.net
DATE: _____
FROM: _____

RFP Clarification No [to be inserted by Transnet]

REQUEST FOR RFP CLARIFICATION

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SECTION 8: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of **10** preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet 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 Transnet.

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contribution, and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status 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;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

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- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"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;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.

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3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 4.2 Bidders who qualify as **EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor.** Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as **EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit** on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

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- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 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 subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

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5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of **10** points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?%
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm
- (ii) VAT registration number
- (iii) Company registration number
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
 - Partnership/Joint Venture/Consortium
 - One person business/sole proprietor
 - Close Corporations
 - Company (Pty) Ltd
- (v) Describe Principal Business Activities
.....
.....
- (vi) Company Classification [TICK APPLICABLE BOX]
 - Manufacturer
 - Supplier
 - Professional Service Provider
 - Other Service Providers, e.g. Transporter, etc.
- (vii) Total number of years the company/firm has been in business.....

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BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet 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) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi aliam partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

.....
SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

Respondent's Signature

Date & Company Stamp

SECTION 9: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers to constantly strive to improve their B-BBEE rating and requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate whether they will maintain or improve their BBEE status over the contract period.

Additional contractual requirements

Should a contract be awarded through this RFP process, the successful Respondent(s) may be contractually committed, *inter alia*, to the following conditions:

- a) The original B-BBEE Improvement Plan may require certain additions or updates in order to ensure that Transnet is satisfied that developmental objectives will be met.
- b) The Supplier will need to ensure that the relevant mechanisms and procedures are in place to allow Transnet access to information to measure and verify the Supplier's compliance with its stated B-BBEE Improvement commitments.
- c) The Supplier will be required to provide:
 - (i) Quarterly status reports for Transnet; and
 - (ii) A final B-BBEE Improvement Plan report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all B-BBEE Improvement components.
- d) All information provided by the Supplier in order to measure its progress against its stated targets will be auditable.

Respondents are requested to submit their B-BBEE Improvement Plan as an **additional document** with their Proposals by completion of **Annexure A appended** hereto. [Refer Annexure A for further instructions]

Respondent's Signature

Date & Company Stamp

SECTION 10: CLAUSE BY CLAUSE COMPLIANCE TO SCOPE REQUIREMENTS

Please write yes/comply for compliance to specification in full in the second column, **or** if you do not comply write no/do not comply in the third column and the fourth column give comment/reasons for non-compliance to non-compliance to clause by clause compliance to Scope of Requirements.

[Failure to fully complete will result in the Bidders' disqualification.]

Clause No.	Write in full Yes/comply. (Positive compliance)	Write in full No/ do not comply. (Negative compliance)	Reasons / Comments for non-compliance to Project Specification.
1.SCOPE OF REQUIREMENTS			
3. Scope of requirements			
3.1 Providing Blue Train with fresh Fruits and Vegetables in Pretoria on a weekly basis or as and when required. All deliveries to be made to The Blue Train to The Blue Train Warehouse, Office 12, 3rd Avenue, Savokop, Coach Business Maintenance Depot, Pretoria, 0001.			
3.2 Respondent's Responsibilities			
a) Providing the Blue Train with good quality and fresh Fruits and Vegetables on the basis of "as and when required" by The Blue Train in Pretoria.			
b) Complying with Health and Safety regulations			
c) Be flexible in terms of the time when the service would be required (including Saturdays and Sundays)			
d) Supplier must have a proof of Pest Control Program and HACCP (Hazard Analysis & Critical Control Point) Certificate and willing to accommodate a site visit at the warehouse/store by The Blue Train Management periodically.			
3.3. Delivery			
a) Timeous delivery of goods on an "As and When Required Basis" within a minimum period of 24hours (from placement of orders) as well as after-hour delivery (which may be required from time to time)			

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ANNEXURE A: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which their ownership, management control, Supplier Development, Preferential Procurement and Enterprise Development will be maintained or improved over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.

Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.

OWNERSHIP INDICATOR	Required Responses	Current Status (%)	Future Target (%)
1. The percentage of the business owned by Black ¹ persons.	<i>Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
2. The percentage of your business owned by Black women.	<i>Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
3. The percentage of the business owned by Black youth ²	<i>Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
4. The percentage of the business owned by Black persons living with disabilities	<i>Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
5. New Entrants ³ (Early stage business)	<i>Provide a commitment based on the extent to which new entrants will be supported over the contract period.</i>		

1 "**Black**" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

2 "**Black youth**" means Black persons from the age of 16 to 35

3 "**New Entrants**" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

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MANAGEMENT CONTROL INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
6. The percentage of Black Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
7. The percentage of Black female Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
8. Black Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
9. Black female Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Other Executive Management	Required Response	Current Status (%)	Future Targets (%)
10. Black Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
11. Black Female Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Senior Management	Required Response	Current Status (%)	Future Targets (%)
12. Black employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i>		
13. Black female employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i>		
Middle Management	Required Response	Current	Future

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		Status (%)	Targets (%)
14. Black employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>		
15. Black female employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks females that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>		
Junior Management	Required Response	Current Status (%)	Future Targets (%)
16. Black employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior Managers would be sustained or increased over the contract period.</i>		
17. Black female employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
Employees with disabilities	Required Response	Current Status (%)	Future Targets (%)
18. Black employees with disabilities as a percentage of all employees	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>		
PREFERENTIAL PROCUREMENT INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
19. B-BBEE procurement spend from all Empowering Suppliers ⁴ based on the B-BBEE procurement	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</i>		

⁴ "Empowering Suppliers" means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:

(a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.

(b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.

(c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.

(d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.

recognition level as a percentage of total measured procurement spend			
20. 20 B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i>		
21. B-BBEE procurement spend from Exempted Micro-Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i>		
22. B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</i>		
23. B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i>		
24. B-BBEE Procurement Spent from Designated Group ⁵ Suppliers that are at least 51% Black owned	<i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i>		

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⁵ "Designated Groups" means:

- a) unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
- b) black people who are youth as defined in the National Youth Commission Act of 1996;
- c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- d) black people living in rural and under developed areas; and
- e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

SUPPLIER DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
25. Annual value of all Supplier Development ⁶ Contributions made by the Measured entity as a percentage of the target	<i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</i>		
ENTERPRISE DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
26. The organisation's annual spend on Enterprise Development ⁷ as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i>		

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⁶ "**Supplier Development**" means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.

Supplier Development within the context of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

⁷ "**Enterprise Development**" means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;

Respondent's Signature

Date & Company Stamp