

TFR, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No BT/ 1111/2015

**FOR THE SUPPLY AND DELIVERY OF FRESH PRODUCE ON AN AND AS WHEN
REQUIRED BASIS**

**FOR DELIVERY TO: THE BLUE TRAIN STORE CAPE TOWN
PERIOD : 36 MONTHS**

ISSUE DATE: 02 June 2016

CLOSING DATE: 14 June 2016

CLOSING TIME: 10:00

Section 1 NOTICE TO BIDDERS

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

METHOD: Courier or Hand Delivered
CLOSING VENUE: See below for closing venue

Proposals must reach the Secretariat, Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

Closing date and time: 14 June 2016 AT 10:00 AM

Closing address: *[Refer to options in Delivery Instructions for RFQ below]*

No documents will be issued between 12:45 to 13:30

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

A. DELIVERY INSTRUCTIONS FOR RFQ

Delivery by Post

If delivered by post, the envelope must be addressed as below and must be dispatched in time for sorting by post office to reach the Secretariat before the closing time of the RFQ:

The Secretariat
Transnet Acquisition Council
P O Box 2986
Bellville,
7535

The measurements of the "tender slot" are 11cm wide x 45cm 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 above.

Dispatch by Hand and courier

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

The Secretariat
Transnet Acquisition Council
Transnet Park
Tender Box
Robert Sobukwe Road
Bellville, 7535

Please note that this RFQ closes punctually at **10:00 on 14 June 2016.**

1 Responses to RFQ

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

2 Broad-Based Black Economic Empowerment [B-BBEE]

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

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

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

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

3 Communication

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

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

Name: Fhatuwani Mukwevho Email: Fhatuwani.mukwevho@transnet.net

Telephone: 021 940 1840

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

Telephone 021 940 1896 Email: Iwan.Theron@Transnet.net

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Prices Subject to Confirmation

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

8 Binding Offer

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

9 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ;
or
- make no award at all.

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

Transnet reserves the right to 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 RFQ document.

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

10 SPECIFICATION/SCOPE OF WORK

Definitions

Providing Blue Train with fresh produce in Cape Town on a weekly basis or as and when required. All deliveries to be made to The Blue Train warehouse, Platform 24, Cape Town station.

Location and address where service is required

Cape Town – The Blue Train warehouse, Platform 24, Cape Town station.

Contractor will accept responsibility for

Providing The Blue Train with good quality and fresh produce including (but not limited to) vegetables, fruit, eggs, milk etc. as and when required by The Blue Train Cape Town
Complying with Health and Safety regulations
Be flexible in terms of the time when the service would be required

The service objectives and measurement criteria for the supplier of Fresh Produce in Cape Town

Quality of fresh produce
Availability of fresh produce in line with the order placed
Enforcing prices in line with agreed contract
Timeous delivery of goods at The Blue Train warehouse, preferable 1-2 days lead time, Platform 24, Cape Town station
Complying with Health and Safety regulations and providing The Blue Train with the necessary certificates

Schedule of Rates:

The contractor must submit a price for all possible fresh produce that could be ordered. See attachment.
The estimated quantities below are purely for quotation purposes and will not be ordered all at the same time.

Description	Annual Estimates	UOM
Bread Sandwich Brown Sliced (loaf)	1800	Each
Bread Sandwich White Sliced (loaf)	1800	Each
Eggs Large (case 6x30)	18	case
Fruit Fresh Apple Green	75	kg
Fruit Fresh Apple Red	75	kg
Fruit Fresh Banana	150	kg
Fruit Fresh Gooseberry	72	kg
Fruit Fresh Grapes Seedless Red (stem on)	180	kg
Fruit Fresh Grapes Seedless White (stem on)	180	kg
Fruit Fresh Grapefruit	150	kg
Fruit Fresh Kiwi Fruit (2kg box)	108	2 kg
Fruit Fresh Lemon	150	kg
Fruit Fresh Melon Sweet	300	kg
Fruit Fresh Naatjie	180	kg
Fruit Fresh Orange	150	kg
Fruit Fresh Pineapple	300	kg
Fruit Fresh Rhubab	36	kg
Fruit Fresh Spanspek	150	kg

Fruit Fresh Strawberry	324	kg
Milk Full Cream (1 ltr crtn)	300	litre
Milk Low Fat (1 ltr crtn)	150	litre
Milk Skim (1 ltr crtn)	60	litre
Herb Chives (100g pkt)	6	pkt
Herb Coriander (100g pkt)	6	pkt
Herb Curry Leaves (100g pkt)	6	pkt
Herb Dill (100g pkt)	6	pkt
Herb Micro herbs (150g punnet)	18	150g
Herb Mint (100g pkt)	6	pkt
Herb Parsley (100g pkt)	12	pkt
Herb Rocket (100g pkt)	6	pkt
Herb Rosemary (100g pkt)	6	pkt
Herb Spring Onion (140g pkt)	6	pkt
Herb Thyme (100g pkt)	6	pkt
Veg. Asparagus	72	kg
Veg. Baby Corn (160g punnet)	54	160g
Veg. Baby Marrow	72	kg
Veg. Beans Green	72	kg
Veg. Bean Sprouts (150g pkt)	150	pkt
Veg. Beetroot	360	kg
Veg. Carrot	180	kg
Veg. Cauliflower	240	kg
Veg. Chillies	24	kg
Veg. Cucumber Whole	150	kg

The Blue Train should be able to open an account with the supplier for payment purposes.
Payment terms: 30 days after statement

Price Basis:

Ensure a fixed price 6 months.

Negotiation:

Transnet reserves the right to negotiate prices and commercial aspects after the closing date of the RFQ.

NOTE:

The Blue Train will only pay the Contractor on proof that the service was rendered for a specific request per specific month.



THE BLUE TRAIN
A WINDOW TO THE SOUL OF AFRICA

Pretoria – Cape Town - Pretoria Route 2016

PRETORIA TO CAPE TOWN 2016 Selected Mondays, Wednesdays, Fridays	
January	6, 11, 18, 25
February	1, 3, 8, 15, 17, 22, 24, 29
March	2, 7, 9, 14, 16, 21, 28, 30
April	4, 11, 18, 25, 27
May	2, 9, 16, 23, 30
June	6, 13, 20, 27
July	4, 11, 18, 25
August	1, 8, 10, 15, 22, 29
September	5, 12, 19, 26
October	3, 10, 17, 24, 26, 31
November	7, 14, 21, 28
December	5, 12, 16, 21

CAPE TOWN TO PRETORIA 2016 Selected Mondays, Wednesdays, Fridays	
January	8, 13, 20, 27
February	3, 5, 10, 17, 19, 24, 26
March	2, 4, 9, 11, 16, 18, 23, 30
April	1, 6, 13, 20, 27, 29
May	4, 11, 18, 25
June	1, 8, 15, 22, 29
July	6, 13, 20, 27
August	3, 10, 12, 17, 24, 31
September	7, 14, 21, 28
October	5, 12, 19, 26, 28
November	2, 9, 16, 23, 30
December	7, 14, 19, 23

Departure Time: Pretoria: 08:30 (am)
Arrival Time: Cape Town: 12:00 (noon)

Departure Time: Cape Town: 08:30 (am)
Arrival Time: Pretoria: 12:50 (afternoon)

PRETORIA – CAPE TOWN ROUTE

HIGH SEASON: Valid: 01 September 2016 - 15 November 2016

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

Returnable Document

RFQ FOR THE SUPPLY AND DELIVERY OF FRESH PRODUCE ON AN AND AS WHEN REQUIRED BASIS

**CLOSING VENUE: THE SECRETARIAT, TRANSNET ACQUISITION COUNCIL, 06TH FLOOR,
TRANSNET PARK, ROBERT SOBUKWE ROAD, BELLVILLE**

CLOSING DATE & TIME: TUESDAY 14 June 2016 AT 10:00am

VALIDITY PERIOD: 90 DAYS [Ninety] Business Days

SECTION 2

EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none">• Hazard Analysis and Critical Control Points Certificate• Pest Control Certificate
Final weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none">• Pricing and price basis [firm]• B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

2 Validity Period

Transnet desires a validity period of 90 [Ninety] Business Days from the closing date of this RFQ.

This RFQ is valid until **21 October 2016**

3 Disclosure of Prices Quoted

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

YES ☐ NO ☐

4 Returnable Documents

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

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

Returnable Document

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form (Price Schedule to be completed in full)	
Hazard Analysis and Critical Control Points Certificate	
Pest Control Certificate	

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

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- SECTION 5 : B-BBEE Preference Points Claim	
- SECTION 6 : RFQ Clarification Request Form	
- SECTION 7 : References	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

Returnable Document

SECTION 3
QUOTATION FORM

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

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

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

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the supply of fresh produce to the blue train store Cape Town as and when required for period of 36 Months excluding VAT: (Price schedule to be completed in full)

Item No	Description of Goods /Services	Unit of Measure	Quantity	Unit Price Delivered (ZAR)	Total Price Delivered to Cape Town (ZAR)
1	Bread Sandwich Brown Sliced (loaf)	ea	1800		
2	Bread Sandwich White Sliced (loaf)	ea	1800		
3	Eggs Large (case 6x30)	case	18		
4	Fruit Fresh Apple Green	Kg	75		
5	Fruit Fresh Apple Red	Kg	75		
6	Fruit Fresh Banana	Kg	150		
7	Fruit Fresh Gooseberry	Kg	72		
8	Fruit Fresh Grapes Seedless Red (stem on)	Kg	180		
9	Fruit Fresh Grapes Seedless White (stem on)	Kg	180		
10	Fruit Fresh Grapefruit	Kg	150		
11	Fruit Fresh Kiwi Fruit (2kg box)	2 Kg	108		
12	Fruit Fresh Lemon	Kg	150		
13	Fruit Fresh Melon Sweet	Kg	300		

Respondent's Signature

Date & Company Stamp

Returnable Document

14	Fruit Fresh Naatjie	Kg	180		
15	Fruit Fresh Orange	Kg	150		
16	Fruit Fresh Pineapple	Kg	300		
17	Fruit Fresh Rhubab	Kg	36		
18	Fruit Fresh Spanspek	Kg	150		
19	Fruit Fresh Strawberry	Kg	324		
20	Milk Full Cream (1 ltr crtn)	Litre	300		
21	Milk Low Fat (1 ltr crtn)	Litre	150		
22	Milk Skim (1 ltr crtn)	Litre	60		
23	Herb Chives (100g pkt)	pkt	6		
24	Herb Coriander (100g pkt)	pkt	6		
25	Herb Curry Leaves (100g pkt)	pkt	6		
26	Herb Dill (100g pkt)	pkt	6		
27	Herb Micro herbs (150g punnet)	150g	18		
28	Herb Mint (100g pkt)	pkt	6		
29	Herb Parsley (100g pkt)	pkt	12		
30	Herb Rocket (100g pkt)	pkt	6		
31	Herb Rosemary (100g pkt)	pkt	6		
32	Herb Spring Onion (140g pkt)	pkt	6		
33	Herb Thyme (100g pkt)	pkt	6		
34	Veg. Asparagus	Kg	72		
35	Veg. Baby Corn (160g punnet)	160g	54		
36	Veg. Baby Marrow	Kg	72		
37	Veg. Beans Green	Kg	72		
38	Veg. Bean Sprouts (150g pkt)	pkt	150		
39	Veg. Beetroot	Kg	360		
40	Veg. Carrot	Kg	180		
41	Veg. Cauliflower	Kg	240		
42	Veg. Chillies	Kg	24		
43	Veg. Cucumber Whole	Kg	150		
	Total Cost Excl Vat				

Respondent's Signature

Date & Company Stamp

Returnable Document

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

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 1, clause 1]

YES	
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OR

- d) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 6 months, subject thereafter to adjustment (i.e. after the initial period), utilizing the following price index/indices/ adjustment formula [Not to be confused with to be confused with bid validity period section 1, Clause]

.....
.....

YES	
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Returnable Document

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

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

1. Specifications and drawings included in this RFQ - 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 RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 2.3. Supplier Integrity Pact;
 - 2.4. Non-disclosure Agreement; and
 - 2.5. 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). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____ CONTACT NUMBER: _____

DESIGNATION: _____ EMAIL ADDRESS: _____

Respondent's Signature

Date & Company Stamp

Returnable Document

SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

Returnable Document

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

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 _____

SIGNED at _____ on this _____ day of _____ 20____

Returnable Document

**RFQ FOR THE SUPPLY AND DELIVERY OF FRESH PRODUCE ON AN AND AS WHEN
REQUIRED BASIS**

SECTION 5: 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 20 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 contributions 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

Returnable Document

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;
- 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

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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 RFQ 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.
- 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 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
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

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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.
- 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

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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.

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 20 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.....

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- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
- ☐Partnership/Joint Venture/Consortium
- ☐One person business/sole propriety
- ☐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.....

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

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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 alteram 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:.....

COMPAN NAME:

ADDRESS:.....

PREVIEW COPY ONLY

**RFQ FOR THE SUPPLY AND DELIVERY OF FRESH PRODUCE ON AN AS AND WHEN
REQUIRED BASIS**

REQUEST FOR RFQ CLARIFICATION

Date & Company Stamp

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**RFQ FOR THE SUPPLY AND DELIVERY OF FRESH PRODUCE ON AN AS AND WHEN
REQUIRED BASIS**

Section 7: REFERENCES

Please indicate below the company names and contact details of existing customer with similar projects whom Transnet may contact to seek third party evaluations of your current/previous service levels:

Name of Company	Nature of Work & Period	Telephone Number	Contact Person

Respondent's Signature

Date & Company Stamp