

Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No : CRAC DNR 23094

**FOR THE SUPPLY OF: BEVERAGES ON AN AS AND WHEN REQUIRED BASIS FOR
A PERIOD OF TWO YEARS**

FOR DELIVERY TO: DURBAN REGION

ISSUE DATE: 14 DECEMBER 2016

CLOSING DATE: 20 DECEMBER 2016

CLOSING TIME: 12:00

VALIDITY PERIOD: 27 APRIL 2017

Section 1

NOTICE TO BIDDERS

1 Invitation to bid

DESCRIPTION	Supply and delivery of Beverages on an as and when required basis to the Durban region for a period of two years
BID FEE AND BANKING DETAILS	<p>R250.00 [inclusive of VAT] per set. Payment is to be made as follows:</p> <p>Account Name : Transnet Freight Rail</p> <p>Account : Standard Bank</p> <p>Account number : 203158598</p> <p>Branch code : 004805</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.</p>
INSPECT / COLLECT DOCUMENTS FROM	<p>This bid may be downloaded free of charge directly from the Transnet Freight Rail tender website at; http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</p> <p>Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] 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 14 December 2016 until 19 December 2016</p> <p>This RFQ may be picked up from the following address: Tender Office, 100 Eel Road, Bayhead, Durban</p>
COMPULSORY BRIEFING SESSION	<p>A compulsory pre-proposal RFQ briefing will be conducted at Transnet Freight Rail, 100 Eel Road, Bayhead, Durban, 4052, boardroom on the 19 December 2016, at 10:00 for a period of ± 1 hour. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.</p> <p><i>1.1 A Certificate of Attendance set out in Section 8 hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory RFQ briefing.</i></p> <p><i>2.1 Respondents failing to attend the compulsory RFQ briefing will be disqualified.</i></p>
CLOSING DATE	<p>12:00 on Tuesday 20 December 2016</p> <p>This tender shall close punctually at the following address: The Chairperson, Transnet Freight Rail Acquisition Council, 100 Eel Road, Bayhead, Durban</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>90 Business Days from Closing Date.</p> <p>End of validity period: 5 May 2017.</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 Transnet Freight Rail tender website 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 19 December 2016 by sending an email with their contact details to the following address: Lindiwe.sithole@transnet.net</p> <p>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>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof</p>

2 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.

3 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 explained in more detail in the B-BBEE Claim Form (Section 6), Transnet will award preference points to companies who provide proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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 Section 6 and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

Note: Failure to submit valid and original (or certified copy of) proof of the Respondent's compliance with the B-BBEE requirements stipulated in Section 7 of this RFQ (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.

4 Communication

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

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

Name: Anne Mongie

Email: anne.mongie@transnet.net

Telephone: 031 361 4050

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

Name	Email address	Telephone	Fax
Deborah van Wyk	Deborah.vanWyk@transnet.net	031 361 4108	0866488153

5 Legal Compliance

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

6 Changes to Quotations

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

7 Pricing

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

8 Prices Subject to Confirmation

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

9 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.

10 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;
- make no award at all;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise; and/or
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.

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 and/or place the Respondent on Transnet's list of Restricted Suppliers.

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

Transnet reserves the right to 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. In the event of any Respondent being notified of such short-listed/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

Should 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.

Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

Transnet reserves the right to lower the threshold for Technical from 80% to 70% if no Bidders pass the predetermined minimum threshold.

11 Specification of Goods

Refer to Annexure B for Specification of Goods

12 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.

13 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

14 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Respondent who has failed to register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number: _____ Unique registration reference number: _____.

15 Tax Compliance

Regulation 14 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act (PPPFA) states that no tender may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order.

15.1 New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Respondents are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: _____

Tax Clearance Certificate & TCC Number: _____ and PIN: _____.

15.2 Tax Compliance Requirements for Foreign Entities

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate / tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on their tax obligation categorization. The affidavit must confirm an answer of "No" to **all** questions below in order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

- a) Is the entity a tax resident of the Republic of South Africa (RSA)?
- b) Does the entity have a branch/locally registered entity in the RSA?
- c) Does the entity have a permanent establishment in the RSA?
- d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?
- e) Is the entity liable in the RSA for any form of taxation in the current tax year?

If a Respondent's answers to any one (or more) of the questions above changes to a "Yes" at any time during the bid process and/or after award of the contract (should a particular Respondent be successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly with either a tax clearance certificate / tax clearance PIN issued by SARS.

16 Protection of Personal Data

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 37 of the General Bid Conditions.

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

TIP-OFFS ANONYMOUS: 0800 003 056

**RFQ FOR THE SUPPLY AND DELIVERY OF BEVERAGES ON AN AS AND WHEN REQUIRED
BASIS TO THE DURBAN REGION FOR A PERIOD OF TWO YEARS
CLOSING VENUE: TENDER BOX, 100 EEL ROAD, BAYHEAD, DURBAN, 4052
CLOSING DATE & TIME: 20 DECEMBER 2016 AT 12H00
VALIDITY PERIOD: 90 (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	<ul style="list-style-type: none"> Completeness of response and returnable documents Submission of Mandatory Documents Submission of Essential Documents Submission of Other Documents All pages of the tender submission is signed by the Bidder/Respondent
Substantive responsiveness	<ul style="list-style-type: none"> Prequalification criteria, if any, must be met and Whether the Bid materially complies with the scope and/or specification given without any material deviations or qualifications. All items on the Pricing Schedule should be priced; if not it will result in a bid being disqualified 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
Functionality Threshold	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 80%. Lead-time (30%), delivery vehicles(20%), reference letters (30%) and the time frame of replacing all damaged or expired stock (20%) will be considered as part of the technical evaluation [complete Annexure A – Technical Questionnaire]
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 Section 6: B-BBEE Claim Form.

2 Validity Period

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

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

With regard to the validity period of short-listed bidders, please refer to Section 1, paragraph 9.

This RFQ is valid until 20 April 2017.

3 Disclosure of Prices Quoted

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

4 Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3: Quotation Form	
ANNEXURE A: Duly/fully completed Technical Questionnaire	
SECTION 8 : Certificate of attendance of compulsory RFQ Briefing	

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.

Essential Returnable Documents required for evaluation purposes:

Failure to provide all Essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification.

However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
- Valid and original (or a certified copy) proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFQ:	

Other Essential Returnable Documents:

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

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

OTHER ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
- 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	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 4: Certificate of Acquaintance with RFQ Documents	
SECTION 5: RFQ Declaration and Breach of Law Form	
SECTION 6: RFQ Clarification Request Form	
SECTION 7: B-BBEE Preference Claim Form	

5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its 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.

SECTION 3**QUOTATION FORM AND CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENT**

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
- 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 goods required, on a "delivered nominated destination - Durban region" basis, excluding VAT:

ITEM NO	MATERIAL NUMBER	DESCRIPTION OF GOODS	UNIT OF MEASURE	UNIT PRICE EXCL. VAT (YEAR 1)	UNIT PRICE EXCL. VAT (YEAR 2)
1	30002938	BEVERAGE TYPE HOT CHOCOLATE BRAND NAME NESTLE OR SIMILAR CONTAINER TYPE PACK CONTAINER CAPACITY 1 KG FOR USE IN THE NESCAFE LIONESS SERIES	Pack	R	R
2	30002352	BISCUIT TYPE CHOICE FLAVOR ASSORTED CONTAINER TYPE BOX CONTAINER CAPACITY 1 KG BRAND NAME BAKERS OR SIMILAR	Each	R	R
3	30002363	BISCUIT TYPE CHOICE FLAVOR ASSORTED CONTAINER TYPE BOX CONTAINER CAPACITY 2 KG BRAND NAME BAKERS OR SIMILAR	Each	R	R
5	30003025	BISCUIT TYPE ROMANY CREAMS FLAVOR CHOC FUDGE CONTAINER TYPE BOX CONTAINER CAPACITY 12 X 200 G BRAND NAME BAKERS OR SIMILAR	Pack	R	R

Respondent's Signature

Date & Company Stamp

ITEM NO	MATERIAL NUMBER	DESCRIPTION OF GOODS	UNIT OF MEASURE	UNIT PRICE EXCL. VAT (YEAR 1)	UNIT PRICE EXCL. VAT (YEAR 2)
6	30002936	COFFEE, INSTANT TYPE CLASSIC FORM POWDER SPECIAL FEATURES FOR USE ON THE LIONESS SERIES PACKAGE TYPE PACK 1 KG	Each	R	R
7	30002354	COFFEE, INSTANT TYPE NESCAFE CLASSIC OR SIMILAR FORM POWDER PACKAGE TYPE TIN 1 KG	Each	R	R
8	30002356	COFFEE, INSTANT TYPE: RICOFFEE OR SIMILAR FORM: GRANUALS PACKAGE TYPE: 750 G	Each	R	R
9	20000520	COFFEE, INSTANT TYPE RICOFFY OR SIMILAR FORM POWDER PACKAGE TYPE TIN 1.5 KG	Each	R	R
10	30002370	MILK, LOWFAT TYPE LONG LIFE PACKAGE TYPE BOX 1 L P/N: UNKNOWN CLOVER SA (PTY) LTD OR SIMILAR	Each	R	R
11	30002950	MILK, WHOLE, DRY TYPE CREMORA OR SIMILAR SPECIAL FEATURES USED IN AUTOMATIC VENDING MACHINE PACKAGE TYPE BOX, CARDBOARD 2 X 500G; WHITE; 1 KG	Pack	R	R
12	30002371	MILK TYPE FULL CREAM PACKAGE TYPE BOX 1 L FORM LIQUID SHELF LIFE LONG SPECIAL FEATURES 6 PACK, CLOVER OR SIMILAR	Pack	R	R
13	30002940	STICK TYPE STIRRER DIMENSIONS WD 7 X LG 110 X THK 3 MM MATERIAL WOOD 1000 PER PACK	Pack	R	R
14	30003029	SUGAR, BROWN TYPE ILLOVO OR SIMILAR PACKAGED UNIT WEIGHT 1 KG	Pack	R	R
15	30002340	SUGAR, BROWN TYPE ILLOVO OR SIMILAR PACKAGED UNIT WEIGHT 12.5 KG	Pack	R	R

Respondent's Signature

Date & Company Stamp

ITEM NO	MATERIAL NUMBER	DESCRIPTION OF GOODS	UNIT OF MEASURE	UNIT PRICE EXCL. VAT (YEAR 1)	UNIT PRICE EXCL. VAT (YEAR 2)
16	30002355	SUGAR, REFINED COLOR WHITE PACKAGE TYPE BAG PACKAGED UNIT WEIGHT 12.5 KG ILLOVO OR SIMILAR	Pack	R	R
17	30002951	SUGAR, REFINED COLOR WHITE PACKAGE TYPE BAG PACKAGED UNIT WEIGHT 1 KG	Pack	R	R
18	30003030	SUGAR, REFINED COLOR WHITE PACKAGE TYPE BAG, PAPER PACKAGED UNIT WEIGHT 2.5 KG	Pack	R	R
19	30002937	SUGAR, REFINED COLOR WHITE PACKAGE TYPE SACHET PACKAGED UNIT WEIGHT PACK 6 G SPECIAL FEATURES FOR USE IN OR WITH THE LIONESS SERIES OR SIMILAR 2000 SACHETS PER BOX	Pack	R	R
20	30002351	TEA TYPE FIVE ROSES OR SIMILAR FORM TAGLESS PACKAGE TYPE BOX 250G; BOX 100 BAGS	Pack	R	R
21	30002346	TEA TYPE FIVE ROSES OR SIMILAR FORM TAGLESS PACKAGE TYPE BOX 200	Pack	R	R
22	30002348	TEA TYPE GLEN OR SIMILAR FORM TAGLESS PACKAGE TYPE BOX 100	Pack	R	R
23	30002347	TEA TYPE ROOIBOS FRESHPAK OR SIMILAR FORM TAGLESS PACKAGE TYPE BOX 80	Pack	R	R
24	30002353	TEA TYPE ROOIBOS FORM BAG 2.5 G PACKAGE TYPE BOX 40 TEA: TYPE: ROOIBOS: LIPTON'S OR SIMILAR; 2.5G; 40'S	Pack	R	R
25	30003020	WATER TYPE SPRING CONTAINER TYPE BOTTLE CONTAINER CAPACITY 500 ML BRAND NAME VALPRE OR SIMILAR	Each	R	R

ITEM NO	MATERIAL NUMBER	DESCRIPTION OF GOODS	UNIT OF MEASURE	UNIT PRICE EXCL. VAT (YEAR 1)	UNIT PRICE EXCL. VAT (YEAR 2)
26	30003027	WATER TYPE STILL CONTAINER TYPE BOTTLE CONTAINER CAPACITY 500 ML BRAND VALPRE OR SIMILAR	Pack	R	R
27	30003507	SWEETENER TYPE CANDERAL OR SIMILAR PACKAGE WEIGHT 1000 X 1 G PHYSICAL FORM POWDER UNIT PACKAGE TYPE PACK	Pack	R	R
28	30003180	TOWEL, PAPER TYPE SERVIETTE PLY RATING SINGLE WIDTH 200 MM LENGTH 200 MM COLOR WHITE PACKAGE TYPE PACK 100	Pack	R	R
29	30003181	PLATE, PAPER DIMENSIONS LARGE SHAPE ROUND COLOR WHITE PACKAGE TYPE PACK 50	Pack	R	R
30	30003394	FORK, TABLE TYPE DISPOSABLE WIDTH 20 MM MATERIAL PLASTIC PACKAGE TYPE PACK 250	Pack	R	R
31	30003183	KNIFE, TABLE TYPE DISPOSABLE SPECIAL FEATURES PLASTIC PACKAGE TYPE PACK 20	Pack	R	R
32	30003184	TOMATO SAUCE TYPE ALL GOLD OR SIMILAR SPECIAL FEATURES SQUEEZE PACKAGE TYPE BOTTLE 500 ML	Each	R	R
33	30003189	MARGARINE TYPE TUB 500G	Each	R	R
34	30003190	IGNITER TYPE FIRELIGHTER COMMERCIAL SIZE 12 PIECE MATERIAL KEROSENE MOULDED BLOCK	Each	R	R
35	30003185	CHARCOAL, WOOD TYPE BRIQUETTE FORM ROUND PACKAGE TYPE BAG PACKAGED UNIT WEIGHT 5 KG	Each	R	R

ITEM NO	MATERIAL NUMBER	DESCRIPTION OF GOODS	UNIT OF MEASURE	UNIT PRICE EXCL. VAT (YEAR 1)	UNIT PRICE EXCL. VAT (YEAR 2)
36	30003571	DRINK, ENERGY TYPE ISOTONIC GAME OR SIMILAR FLAVOR NAARTJIE PACKAGED UNIT WEIGHT 720 G PACKAGE TYPE TIN POWDER	Each	R	R
37		DELIVERY CHARGE PER KILOMETRE OUTSIDE THE 60KM RADIUS	KM	R	R

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

Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- Prices must be quoted on a fixed price basis, including the delivery and offloading cost, to the Durban region, as specified on the first (cover) page of the RFQ document.
- All items on the Pricing Schedule should be priced; if not it will result in a bid being disqualified
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

SECTION 4**CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

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

1. Transnet's General Bid Conditions*
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact*
4. Non-disclosure Agreement*
5. Vendor Application Form* and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading "Existing vendors".
Respondents are to note that the documents marked with a "*" are available on request or at the Transnet website (www.transnet.net). Please click on "Business with Us", proceed to the tab "Tenders" and then click on "Standard Bid Documents".

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid or update their information in the table below:

Transnet Operating Division [e.g. TFR, TE, etc.]	Vendor Number	Information still current [tick if applicable]	Information change [indicate detail of change/s & attach appropriate proof]

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 5**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:

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

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

SECTION 7**B-BBEE PREFERENCE POINTS CLAIM FORM**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and

1.2 The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 **Failure on the part of a bidder to 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 a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution **are not claimed**.

2. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser. **DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"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 or 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;
- (l) **"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;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"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;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, 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;
- (r) **"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 Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"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
- (t) **"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 will be awarded the contract.
- 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 must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the

one 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 must be the one scoring the highest score for functionality.

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

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must 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 (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act **must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership**. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.

5.3 **QSEs that are at least 51% Black owned or higher 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.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned 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.

- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 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.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 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.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1 If yes, indicate:

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

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<div>WITNESSES</div> <div>1.</div> <div>2.</div>	<div>.....</div> <div>SIGNATURE(S) OF BIDDERS(S)</div> <div>DATE:</div> <div>ADDRESS</div> <div>.....</div>
--	---

SECTION 8: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the RFP briefing in respect of the proposed Services to be rendered in terms of this RFP on
_____ 20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

ANNEXURE A: TECHNICAL SUBMISSION/QUESTIONNAIRE

Criteria	Requirement	Indicate lead-time	
Lead-time	Lead-time on delivery of goods after purchase order was issued	days	
Criteria	Requirement	Number of vehicles available	Type of vehicle/s available
Delivery vehicle	Transport system available: Indicate and supply proof of own vehicle available to do deliveries or if your company will make use of an alternative source indicate and provide proof of the vehicle available		
Criteria	Requirement	Submitted reference letters	
References letters	Letters from three (3) contactable references from current clients/companies of the bidder where they rate the following five (5) aspects: 1. Professionalism 2. Quality of service 3. Satisfaction with the quality of work 4. Overall Impression (i.e. would use again)	Yes	No
Criteria	Requirement	Indicate lead-time	
Time frame to replace all damaged or expired stock	Indicate the time frame required to replace all damaged or expired stock	days	

Respondent's Signature_____
Date & Company Stamp

ANNEXURE B: SPECIFICATION OF GOODS

SCOPE

The Contract will be for the supply and delivery of beverages on an as and when required basis for delivery to the Durban region with a radius of 60km from Durban central for a two (2) year period.

SPECIFICATIONS

The specification of each item is detailed in Section 2 the Quotation form. With delivery of the beverages the containers and packaging must be sealed and undamaged.

The successful supplier must be able to supply required items/goods on an as and when required basis.

Transnet will not be bound in any way to purchase specific quantities over the contract period.

Purchase orders will be placed with the Supplier from time to time as and when Supplier is required.

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.

LABELLING REQUIREMENTS

The 'Use By' date must appear on perishable pre-packaged food items which may not be sold after the expiry date.

The 'Best Before' date must appear on non-perishable items but these may still be sold after the expiry date.

Common allergens such as gluten, milk, eggs, soy, peanuts, tree nuts, shellfish or crustaceans, or significant cereals (wheat, rye, barley and oats) must be indicated clearly on food labels.

Additives such as Tartrazine, MSG, sulphur dioxide and related compounds also have to be declared on labels.

QUALITY REQUIREMENTS

Damaged goods: All the products delivered are to be fresh and undamaged. Any dented or damaged goods will be returned. Products will also be returned to the supplier if the "use by date" has expired. Expiry date of the products must be at least 6 months in advance, when delivered to the TFR Depots. The supplier will be required to replace all damaged or expired stock. No stock with an expiry date of within 90 days will be accepted on delivery.

Brands: Only brands that are SABS approved and similar to the Brands specified are allowed. Brands not SABS approved will not be accepted, and returned immediately.

DELIVERY

Purchase orders must be delivered within 3 days from receipt of the official Purchase order.

The prices quoted are inclusive of packaging material and delivery charges direct to various delivery points.