



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ NO CRAC/ESS/19550

**FOR THE SUPPLY/PROVISION OF: SUPPLY OF RED MEAT A GRADE FOR
A PERIOD OF THREE MONTHS.**

FOR DELIVERY TO: ESSELEN PARK

ISSUE DATE: 21 OCTOBER 2015

CLOSING DATE: 03 NOVEMBER 2015

CLOSING TIME: 10:00 AM SHARP

VALIDITY: 29 FEBRUARY 2016

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

Responses to RFQ

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

Broad-Based Black Economic Empowerment [B-BBEE]

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

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

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

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

Communication

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

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

Name: Audrey Tladi Email: Audrey.tladi@transnet.net
Telephone: 011 584 0736

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

Name: Prudence Nkabinde Email: prudence.nkabinde@transnet.net
Telephone: 011 544 9486

LEGAL COMPLIANCE

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

Changes to Quotations

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

Pricing

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

Prices Subject to Confirmation

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

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.

Disclaimers

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

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

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

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

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

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

Specification/Scope of Work**RED MEAT**

Item No	Description of Goods /Services
1	Top side mince
2	T-Bone steak
3	Shank cross cut
4	Beef chuck
5	Short ribs
6	Skirt steak rolls
7	Beef Stew
8	Whole beef Sirloin
9	Club steak
10	Rib roast
11	Boerewors
12	Chuck short rib
13	Round neck sliced
14	Rump steak
15	Cleaned ox tripe
16	Ox tail
17	Ox liver
18	Beef bones
19	Biltong
20	Dry wors
21	Cabanossi
22	Lamb chops
23	Leg of lamb
24	Lamb sausages
25	Stewing lamb
26	Whole rump

PORK

No	Description of Goods /Services
1	Pork rashers
2	Hock
3	Rolled belly
4	Fore loin
5	Rolled middle loin
6	Knuckle end
7	Pork chops
8	Leg chops
9	Middle loin
10	Pork sausages
11	Marinated sausages
12	Marinated pork ribs
13	Back bacon
14	Shoulder bacon
15	Smoked cocktail ribs
16	Beef macon rashers

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 PROVISION/SUPPLY OF: SUPPLY OF RED MEAT A GRADE FOR A PERIOD OF THREE MONTHS.

CLOSING VENUE: SCHOOL OF RAIL, ESSELEN PARK.

CLOSING DATE & TIME: 27 OCTOBER 2015 10 AM.

VALIDITY PERIOD: 29 FEBRUARY 2016 Business Days

SECTION 2
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS
(MANDATORY)

- **Valid Certificate Of acceptability (COA) from The Department of Health.**
- **Valid Pest Control Certificate for food.**
- **Signed Functional Requirements.**

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents <ul style="list-style-type: none"> • Valid Certificate of acceptability(COA)from Department of Health • Valid Pest Control Certificate of food • Signed Functional Requirements
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
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 100%. Compliance to specification / quality, previous performance, delivery lead-time will be considered as part of the technical evaluation.
Final weighted evaluation based on 80/20 or 90/10 preference point	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.

Validity Period

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

Disclosure of Prices Quoted

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

Returnable Document

YES NO

Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
ANNEXURE A : Technical Submission/Questionnaire Valid Certificate of Acceptability (COA) from department of Health Valid Pest Control Certificate	
ANNEXURE B: Signed functional requirements document	

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

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

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

Returnable Document

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

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Respondent's Signature

Date & Company Stamp

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 fresh and/or having to accept any less favourable offer.

Price Schedule

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

READ MEAT

Item No	Description of Goods /Services	Estimated monthly requirement	Unit Price (ZAR)	Total Price (ZAR)
1	Top side mince	200kg		
2	T-Bone steak	190kg		
3	Shank cross cut	60kg		
4	Beef chuck	180kg		
5	Short ribs	50kg		
6	Skirt steak rolls	10kg		
7	Beef Stew	400kg		
8	Whole beef Sirloin	170kg		
9	Club steak	180kg		
10	Rib roast	150kg		
11	Boerewors	250kg		
12	Chuck short rib	100kg		
13	Round neck sliced	150kg		
14	Rump steak	180kg		
15	Cleaned ox tripe	200kg		
16	Ox tail	350kg		

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Returnable Document

17	Ox liver	100kg		
18	Beef bones	600kg		
19	Biltong	80kg		
20	Dry wors	80kg		
21	Cabanossi	60kg		
22	Lamb chops	150kg		
23	Leg of lamb	180kg		
24	Lamb sausages	200kg		
25	Stewing lamb	200kg		
26	Whole rump	180kg		
			TOTAL	
			VAT	
			GRANT	
			TOTAL	

PORK

No	Description of Goods / Services	Estimated monthly requirement	Unit Price (ZAR)	Total Price (ZAR)
1	Pork rashers	150kg		
2	Hock	80kg		
3	Rolled belly	50kg		
4	Fore loin	50kg		
5	Rolled middle loin	50kg		
6	Knuckle end	50kg		
7	Pork chops	140kg		
8	Leg chops	80kg		
9	Middle loin	80kg		
10	Pork sausages	100kg		
11	Marinated sausages	100kg		
12	Marinated pork ribs	80kg		
13	Back bacon	100kg		
14	Shoulder bacon	50kg		
15	Smoked cocktail ribs	50kg		
16	Beef macon rashers	50kg		
			TOTAL	
			VAT	
			SUB TOTAL	

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

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

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

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

- 1. Specifications included in this RFQ 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

Returnable Document

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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SECTION 4

Respondent's Signature

Date & Company Stamp

Returnable Document

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;

we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];

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.

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;

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

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.

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.

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]

Returnable Document

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

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 _____ I/We, authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

FUNCTIONAL REQUIREMENTS

Special Delivery Requirements

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

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

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

Specifications

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

PERFORMANCE REQUIREMENT

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

OTHER REQUIREMENTS

- Unacceptable deliveries of Poultry will be returned immediately to supplier.
 - This will be soiled meat
 - Rotten meat
 - Meat that is delivered on a vehicle that does not meet required temperature as stated on the SLA
 - Meat that is not packed as per required standard

CONSTRAINTS

48 hours delivery time from the time of receiving purchase order

Respondent Signature: _____

Date: _____

Signature: _____

Date: _____

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