



**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/19551**

**FOR THE SUPPLY/PROVISION OF: SUPPLY AND DELIVERY OF PROCESSED AND FROZEN FOOD FOR A PERIOD OF THREE MONTHS.**

**FOR DELIVERY TO:**      **SCHOOL OF RAIL**  
**ESSELEN PARK CAMPUS**  
**ROAD P91 – 1 OFF R25**  
**ESSELEN PARK**  
**1619**

**ISSUE DATE:**            **21 OCTOBER 2015**  
**CLOSING DATE:**        **03 NOVEMBER 2015**  
**CLOSING TIME:**        **10:00 AM SHARP**  
**VALIDITY DATE:**        **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:** **HAND DELIVERY**  
**CLOSING VENUE:** The Secretary Acquisition Council  
Transnet Freight Rail  
Ground Floor  
Inyanda House 1  
Park Town

**1 Responses to RFQ**

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

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

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

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

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

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

**3 Communication**

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

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

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

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

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

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

**"PREVIEW COPY ONLY"**

**Returnable Document**

**RFQ FOR THE PROVISION/SUPPLY OF: Supply and deliver processed and frozen food at  
 Esselen Park (School Of Rail).  
 CLOSING VENUE: Esselen Park Depot.  
 CLOSING DATE & TIME: 03 November 2015. 10 AM  
 VALIDITY PERIOD: 29 February 2016**

**SECTION 2  
 EVALUATION CRITERIA AND RETURNABLE DOCUMENTS  
 (MANDATORY)**

- Evaluation Criteria**
- 1. PROOF OF VALID CERTIFICATE OF ACCEPTABILITY (COA)**
  - 2. PROOF OF VALID PEST CONTROL CERTIFICATE (FOR FOOD)**

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

Criterion/Criteria	Explanation
<b>Administrative responsiveness</b>	Completeness of response and returnable documents = 100%
<b>Substantive responsiveness</b>	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"> <li>Proof of valid certification of acceptability (COA) from Department of Health.</li> <li>Proof of valid Pest control certificate (for Food).</li> <li>Signed Factional Requirements document</li> </ul>
<b>Functionality Threshold</b>	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 <b>100%</b> . Compliance to specification, quality and delivery lead-time will be considered as part of the technical evaluation [complete Annexure.
<b>Final weighted evaluation based on 80/20 preference point</b>	<ul style="list-style-type: none"> <li>Pricing and price basis [firm]</li> <li>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.</li> </ul>

**10 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.

**Returnable Document**

**11 Disclosure of Prices Quoted**

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

YES  NO

**12 Returnable Documents**

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

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

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

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

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

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

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]	

**Returnable Document**

Essential Returnable Documents	Submitted [Yes or No]

**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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**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 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:

Item No	Description of Goods /Services	Estimated monthly Required	Unit Price (ZAR)	Total Price (ZAR)
1	Bacon shoulder	150kg	R	
2	Chicken Roll sliced	10kg	R	
3	Hickory Ham sliced	5kg	R	
4	Pastrami Sliced	10kg	R	
5	Fish cake – 240 x 50 gr	5x Cases	R	
6	Fish Fingers	10 x 5kg	R	
7	Beef burger – 100gr	15x Cases	R	
8	Chicken Burger – 60 x 100gr	8 x Cases	R	
9	Croissants – 100 x 60 gr	3 x Cases	R	
10	Danish Cinnamon Whirl	1 x Cases	R	
11	Danish Maple Pecan	1 x Case	R	
12	Muffins Assorted Tub Sets	3 x Cases	R	

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

\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date & Company Stamp



**Returnable Document**

**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 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		
ETP, e.g.		

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 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**Returnable Document**

2 \_\_\_\_\_  
Name \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**SECTION 4**

**RFQ DECLARATION AND BREACH OF AWARD 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** 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** an employee or board member of the Transnet Group.

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**Returnable Document**

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:

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Indicate nature of relationship with Transnet:

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

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

**BREACH OF LAW**

10. We further hereby certify that *I/we have/have not been* 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:

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DATE OF BREACH: \_\_\_\_\_

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of  _____	AS WITNESS:
duly authorised hereto	
Name:	Name:

**Returnable Document**

Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

**"PREVIEW COPY ONLY"**

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

## **SCOPE OF WORKS FOR THE SUPPLY AND DELIVERY OF PROCESSED AND FROZEN FOOD TO ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEEN PARK TOWN**

### **Special Delivery Requirements**

- Refrigerated trucks (0°C - 4 °C) must be used to transport fresh, frozen and processed food to enforce cold chain management.
- Temperatures will be monitored on all incoming products.
- Records of thermographs and cold chain management to be produced on request
- Staff delivering the products must wear clean uniforms and safety shoes.
- Products that are not in the correct temperature on delivery will be returned immediately.

### **Specifications**

- Supplier to provide valid Certificate of Acceptability (COA) from department of health. This Certificate must have the address of where the products are stored and delivered from.
- Supplier to provide valid Certificate of product analysis when required from S.A.N.A.S accredited laboratory
- A copy of valid pest control Certificate/programme to be supplied from the place where products are stored and supplied from.
- All Frozen and Processed food should have a fresh smell.
- Produce that smells abnormal/Rotten/Off will not be accepted
- Frozen Processed food must not show any sign of thawing
- All products must have an expiry and sell-by date.

### **Constrains**

- 48 hours delivery time from the time of receiving order

Respondent signature: \_\_\_\_\_

Date: \_\_\_\_\_