

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-JHB-19811

**FOR THE SUPPLY/PROVISION OF: SUPPLY AND DELIVERY OF 100% FRUIT JUICE
AT ESSELENPARK CAMPUS AND PARK TOWN INYANDA
HOUSE 2 CANTEEN FOR A PERIOD OF 24 MONTHS.
(AS AND WHEN)**

FOR DELIVERY TO: SCHOOL OF RAIL
ESSELEN PARK
ROAD P91-1 OFF R25
AND
CANTEEN
INYANDA HOUSE 2
15 GIRTON ROAD
PARK TOWN

ISSUE DATE: 25 JANUARY 2016
CLOSING DATE: 09 FEBRUARY 2016
CLOSING TIME: 10:00 SHARP
VALIDITY: 31 MAY 2016

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.

10 Specification/Scope of Work

NB: ALL JUICES MUST BE 100% PURE FRESH FRUIT JUICE

Juice – Year 1

Item	Description	Estimated Monthly Required 350ml	Estimated Monthly Required 500ml	Price 350ml	Price 500ml	Total Per Month	Total for 24 x months
1	Orange Juice	100 x cases	16 x cases				
2	Fruit Cocktail Juice	90 x cases	16 x cases				
3	Breakfast Punch Juice	80 x cases	16 x cases				
4	Guava Juice	60 x cases	16 x cases				
5	Pineapple Juice	60 x cases	16 x cases				
6	Cranberry Juice	20 x cases	16 x cases				
7	Apple Juice	100 x cases	16 x cases				
8	Kiwi Juice	50 x cases	16 x cases				
9	Guanadilla Juice	50 x cases	16 x cases				
10	Peach Juice	60 x cases	16 cases				
11	Litchi Juice	50 x cases	16 x cases				
12	Tropical Punch	80 x cases	16 x cases				
13	Mango & Orange juice	50 x cases	16 x cases				
14	Mango Juice	50 x cases	16 x cases				
				Sub Total			

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Total Juice – Year 1

Total bid value excluding VAT.....

Total bid value including VAT.....

Juice – Year 2

Item	Description	Estimated Monthly Required 350ml	Estimated Monthly Required 500ml	Price 350ml	Price 500ml	Total Per Month	Total for 24 x months
1	Orange Juice	100 x cases	16 x cases				
2	Fruit Cocktail Juice	90 x cases	16 x cases				
3	Breakfast Punch Juice	80 x cases	16 x cases				
4	Guava Juice	60 x cases	16 x cases				
5	Pineapple Juice	60 x cases	16 x cases				
6	Cranberry Juice	100 x cases	16 x cases				
7	Apple Juice	100 x cases	16 x cases				
8	Kiwi Juice	50 x cases	16 x cases				
9	Granadilla Juice	50 x cases	16 x cases				
10	Peach Juice	60 x cases	16 cases				
11	Litchi Juice	50 x cases	16 x cases				
12	Tropical Punch	80 x cases	16 x cases				
13	Mango & Orange juice	50 x cases	16 x cases				
14	Mango Juice	50 x cases	16 x cases				
				Sub Total			

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Total Juice – Year 2

Total bid value excluding VAT.....

Total bid value including VAT.....

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to
TIP-OFFS ANONYMOUS : 0800 003 656**

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**RFQ FOR THE PROVISION/SUPPLY OF SUPPLY AND DELIVERY OF 100% FRUIT JUICE
AT ESSELEPARK CAMPUS AND PARK TOWN INYANDA
HOUSE 2 CANTEEN FOR A PERIOD OF 24 MONTHS.**

CLOSING VENUE: 21 WELLINGTON ROAD, INYANDA HOUSE1 PARK TOWN.

CLOSING DATE & TIME: 09 FEBRUARY 2016, 10 AM SHARP.

VALIDITY PERIOD: 29 APRIL 2016. Business Days

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

- Valid Certificate of Acceptability (COA) from Department of Health
- Valid Pest Control Certificate for food
- Signed functional Requirement Document.

1 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none"> • Valid Certificate of Acceptability (COA) from Department of Health • Valid Pest Control Certificate for food • Signed Functional Requirement Document.
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 [complete Annexure
Final weighted evaluation based on 90/10 preference point	<ul style="list-style-type: none"> • Pricing and price basis [firm] • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

2 Validity Period

Transnet desires a validity period of 30 [thirty] Business Days from the closing date of this RFQ.

This RFQ is valid until 29 April 2016.

3 Disclosure of Prices Quoted

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

YES NO

4 Returnable Documents

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

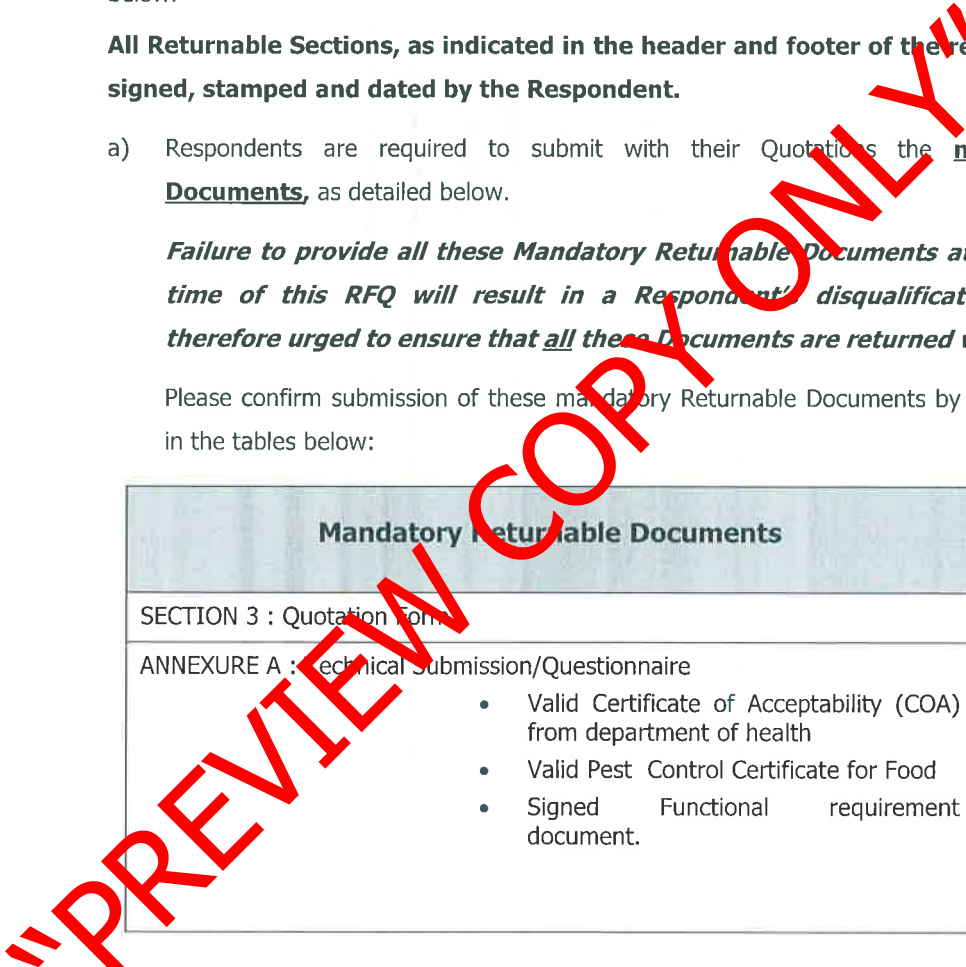
All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

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 <ul style="list-style-type: none"> Valid Certificate of Acceptability (COA) from department of health Valid Pest Control Certificate for Food Signed Functional requirement 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	

Canteen

Returnable Document

Essential Returnable Documents	Submitted [Yes or No]
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	

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 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

SECTION 3 QUOTATION FORM

I/We _____

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

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

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

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

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

Price Schedule

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

Item No	Description of Goods /Services	Estimated Monthly required 350ml	Estimated Monthly required 500ml	Unit Price (ZAR)	Total Price (ZAR)
1	Orange Juice	100xcases	16xcases		
2	Fruit Cocktail Juice	90x cases	16xcases		
3	Breakfast Punch Juice	80xcases	16xcases		
4	Guava Juice	60xcases	16xcases		
5	Pine Apple Juice	60xcases	16xcases		
6	Cranberry Juice	100xcases	16xcases		
7	Apple Juice	100xcases	16xcases		
8	Kiwi Juice	50xcases	16xcases		
9	Granadilla Juice	50xcases	16xcases		
10	Peach Juice	60xcases	16xcases		
11	Litchi Juice	50xcases	16xcases		
12	Tropical Punch	80xcases	16xcases		
13	Mango & Orange Juice	50xcases	16xcases		

Respondent's Signature _____

Date & Company Stamp _____

14	Mango Juice	50xcases	16xcases		
				TOTAL	
				VAT	
				TOTAL	

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:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFU, etc		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

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Returnable Document

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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Canteen

Returnable Document

- 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 _____

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