

TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR QUOTATION [RFQ]

[GOODS]

THE SUPPLY AND DELIVER OF HIGH QUALITY TURNDOWN CHOCOLATES AND TRUFFLES FOR THE BLUE TRAIN ON AN AS AND WHEN REUIRED BASIS FOR A PERIOD OF THREE YEARS

RFQ NUMBER: ERAC NS3897 22257
ISSUE DATE: 22 August 2016.
CLOSING DATE: 6 September 2016.
CLOSING TIME: 10:00.
BID VALIDITY PERIOD: 6 January 2017.

PLEASE BRING A VALID TENDER DOCUMENT ON THE DAY OF THE BRIEFING SESSION OTHERWISE RESPONDENTS WILL NOT BE ALLOWED TO BID.

Respondent's Signature

Date & Company Stamp

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PREVIEW COPY

ANNEXURES

ANNEXURE A: B-BBEE IMPROVEMENT PLAN

Respondent's Signature

Date & Company Stamp

1 INVITATION TO BID

Responses to this RFQ [hereinafter referred to as a **Bid** or a **Quotation**] are requested from persons, companies, close corporations or enterprises. [Here-in after referred to as an **entity, Respondent** or **Respondent**].

DESCRIPTION	The supply and deliver of high quality turndown chocolates and truffles for the Blue Train on an as and when required basis for a period of three years.
BID FEE	This RFQ is issued free of charge.
INSPECT / COLLECT DOCUMENTS FROM	The office of Transnet Freight Rail Advice Centre, Room G16 on the ground floor, Nzasm building, c/o Paul Kruger and Minnaar Streets, Pretoria.
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 08:00 and 15:00 from 22 August 2016 until 26 August 2016 .
CLOSING DATE	10:00 on Tuesday, 6 September 2016. Respondents must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	6 January 2017. Respondents 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.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 FORMAL BRIEFING

A **compulsory formal briefing** session **will be held** at **Monday, 29th August 2016 at 10h00 in the Jacaranda board room, 2nd floor, Nzasm building, c/o Paul Kruger and Minnaar Streets, Pretoria.** If Respondents have specific queries, they should email these to the Transnet employee(s) indicated in paragraph 7 [Communication] below.

3 QUOTATION SUBMISSION

Quotations must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Acquisition Council

RFQ No: **ERAC NS3897 22257**

Description: **The supply and deliver of high quality turndown chocolates and truffles for the Blue Train on an as and when required basis for a period of three years.**

Closing date and time: **10:00 on Tuesday, 6th September 2016.**

Closing address *[Refer to options in paragraph 4 below].*

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

Respondent's Signature

Date & Company Stamp

4 DELIVERY INSTRUCTIONS FOR RFQ

4.1 Delivery by hand:

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located in the foyer on the ground floor, Nzasm building, c/o Paul Kruger and Minnaar Streets, Pretoria, and should be addressed as follows:

THE SECRETARIAT,
TRANSNET ACQUISITION COUNCIL,
GROUND FLOOR (FOYER) TENDER BOX,
NZASM BUILDING,
C/O PAUL KRUGER AND MINNAAR STREETS,
PRETORIA,
0001.

- a) The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 200mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located at the main entrance and is only accessible to the public from Monday to Friday, from 07h00 to 16h00.

4.2 Dispatch by courier:

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

THE SECRETARIAT,
TRANSNET ACQUISITION COUNCIL,
GROUND FLOOR (FOYER) TENDER BOX,
NZASM BUILDING,
C/O PAUL KRUGER AND MINNAAR STREETS,
PRETORIA,
0001.

5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached BBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

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

Respondents are required to complete Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form.

Respondent's Signature

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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.

5.1 B-BBEE Joint Ventures or Consortiums:

Respondents who would wish to respond to this RFQ as a Joint Venture [JV] or consortium with B-BBEE entity's, must state their intention to do so in their RFQ submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFQ process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form.

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

5.2 Subcontracting:

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Quotation that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

In terms of Section 7 of this RFQ [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-Respondent/s.

¹ The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

5.3 B-BBEE Improvement Plan:

Transnet encourages its Respondents to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Quotations by completion of *Annexure A appended* hereto.

[Refer to Section 8 and Annexure A for further instructions].

6 COMMUNICATION:

6.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted before **12h00, 3 days prior to closing date** substantially in the form set out in Section 6 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFQ documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a Respondent who provided incorrect contact details.

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

Name: **Nico Swart.**

E-mail: nico.swart3@transnet.net

6.3 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:

Telephone: 012 315 4122 (Morris Mhlongo).

E-mail: morris.mhlongo@transnet.net

6.4 Respondents are warned that a Quotation may be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

7 CONFIDENTIALITY:

7.1 All information related to this RFQ is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned

Respondent's Signature

Date & Company Stamp

from provision of the Goods, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

8 INSTRUCTIONS FOR COMPLETING THE RFQ:

- 8.1 Quotations must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 8.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Quotation.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Respondents must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a Respondent for failing to provide a mandatory returnable document in either the original or the copy of the RFQ albeit that it was included in the other.
- 8.4 **All returnable documents tabled in the Quotation Form [Section 4] must be returned with your Quotation.**
- 8.5 Unless otherwise expressly stated, all Quotations furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.6 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

9 COMPLIANCE:

The successful Respondent [hereinafter referred to as the **Respondent**] shall be in full and complete compliance with any and all applicable laws and regulations.

10 DISCLAIMERS:

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of Quotations. In particular, please note that Transnet reserves the right to:

- 10.1 modify the RFQ's Goods and request Respondents to re-bid on any such changes;
- 10.2 reject any quotation which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify quotations submitted after the stated submission deadline [closing date];
- 10.4 not necessarily accept the lowest priced Quotation or an alternative bid;
- 10.5 reject all quotations, if it so decides;
- 10.6 withdraw the RFQ on good cause shown;
- 10.7 award a contract in connection with this Quotation at any time after the RFQ's closing date;
- 10.8 award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFQ;
- 10.9 split the award of the contract between more than one Respondent, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;

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10.10 make no award of a contract;

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

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet’s option, any evaluation criteria listed in this RFQ document. Transnet reserves the right to award the business to the highest scoring Respondent/s unless objective criteria justify the award to another Respondent.

Should the preferred Respondent 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 ranked Respondent, provided that he/she is still prepared to provide the required goods at the quoted price.

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Quotation, whether or not the Respondent is awarded a contract.

11 LEGAL REVIEW:

A Quotation 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.

12 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE:

In terms of paragraph 5.6 of the National Treasury SCM Instruction No.4 of 2016/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that a supplier is registered as a prospective supplier on the National Treasury Central Supplier Database.

National Treasury	Unique Vendor Number	Yes / No
Central Supplier Database		

In the Yes/No column above, please confirm your registration by providing your National Treasury Unique Vendor Number.

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

TIP-OFFS ANONYMOUS: 0800 003 056

Respondent’s Signature

Date & Company Stamp

SECTION 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND:

- 1.1 This RFQ covers the supply and delivery of high quality turndown chocolates and truffles for the Blue Train on an as and when required basis for a period of three years, as decided by Transnet Freight Rail.

2 EXECUTIVE OVERVIEW:

Most Transnet Operating Divisions currently procure their product requirements through a number of Respondents. Our objective is to source all activity through a Preferred Respondent(s) capable of servicing all the Transnet Freight Rail business units in Pretoria. The BLUE TRAIN is a provider of prestige, luxury travel services and is a world leader in this segment of the market. Every attempt is made to cater for the needs of its guests in order to make their trip enjoyable. To the extent that is reasonably possible, the RESPONDENT is required to enhance and maintain this standard in all aspects of its service, including the manner and professionalism of its staff who may come into contact with guests. The Respondent shall do nothing that negatively impacts on The Blue Train.

Specifically, Transnet seeks to benefit from this partnership in the following ways

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Respondent's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Respondent(s).
- 2.3 Transnet must receive proactive improvements from the Respondent with respect to supply of Goods and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Respondent's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Respondent's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS:

3.1 GENERAL STANDARD OF THE SERVICE:

- 3.1.1 The BLUE TRAIN is a provider of prestige, luxury travel services and is a world leader in this segment of the market. Every attempt is made to cater for the needs of its passengers in order to make their trip enjoyable. To the extent that is reasonably possible, the Respondent is required to enhance and maintain this standard in all aspects of its service, including the manner and professionalism of its staff who may come into contact with guests. The Respondent shall do nothing that negatively impacts on The Blue Train.

3.2 SELECTION:

- 3.2.1 The selections of unique turndown chocolates and truffles that will complement the ambience; service style and service type of The Blue Train, emphasizing and enhancing the classy and elegant international image of The Blue Train.

3.3 ITEM SPECIFICATION:

- 3.3.1 Ingredients: All miniature chocolates and truffles should contain **no nuts, no alcohol** as ingredients.

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3.3.2 **Packaging:** Each unit should contain 3 pieces (two truffles and one miniature chocolate), packaged in a branded rectangular hard paper Self-Erect box (see picture below). The chocolate must be individually wrapped in gold foil and placed in a dark brown paper cup. The box has a cream-coloured base and a branded lid that slots over the base. The base and lid are not attached.

Box size: Lid: 110mm x 40mm x 25mm. Base: 106mm x 37mm x 25mm.

Box Varnish: Aqueous.

Box Material: 415um TMP.

Packaging:



Logo: Please use the logo below for the box lid



THE BLUE TRAIN
A WINDOW TO THE SOUL OF AFRICA

Good Night Message: The underneath of the base of the box must be written "Good Night" in the following languages (English; Japanese; Zulu; French; German).

Base card: A separate card that fits exactly flat into the base of the box (inside) must specify all the ingredients in each of piece of the boxed chocolates. (box lid and base sizes are specified above)

Artwork: Successful Respondent will be required to submit proof of artwork for approval and that artwork will become the property of Transnet.

Flavours -Truffles: 1x Cappuccino flavour in a white chocolate truffle, 1x Strawberry flavour in a milk chocolate truffle.

Flavours – Miniature Chocolate: Dark chocolate, Caramel flavour.

Refer to attached pictures re packaging.

3.4 **Minimum Chocolate Quality:**

White Chocolate	20% Milk Solids
Milk Chocolate	35% Cocoa Solids
Dark Chocolate	57% Cocoa Solids

Respondent's Signature

Date & Company Stamp

BRC certification is required (to submit with tender) to ensure the following:

- Commitment to provide sufficient resources for achieving the standard.
- Hazard Analysis and Critical Control Points (HACCP) food safety plan to manage risks by following a step by step approach following CODEX Alimentarius guidelines.
- A quality management system that details the organizational and managerial policies needed to provide a framework for achieving the Standard.
- A series of pre-requisite programs dealing with the basic environmental and operational conditions needed for the production of safe food (chocolates) and controlling the generic hazards covered by good manufacturing and good hygiene practices.
- Minimum period of shelf life span of the chocolates is: _____ months. **(Please complete).**

3.5 Estimated Volume:

Each unit should contain 3 pieces (two truffles and one miniature chocolate). Deliverable quantities will be confirmed as and when required by order to ensure freshness.

Item	Flavour	Quantity: units over 36 Months
Miniature Chocolate	Milk Chocolate	25 000 units
Dark Chocolate Truffle	Strawberry	
White Chocolate Truffle	Caramel	

3.6 PURCHASING:

The optimal purchasing of high quality turndown chocolates and truffles on behalf of The Blue Train,

The Respondent will: -

- take cognisance of the predetermined par levels of turndown chocolates and truffles with vigilant and pro-active foresight of the fluctuating seasonal demand of the hospitality industry.

3.7 DELIVERY:

The turndown chocolates and truffles will delivered at The Blue Train Warehouse, Office 12, 3rd Avenue, Salvokop, Coach Business Maintenance Depot, Pretoria, 0001.

The Respondent will:

- supply detailed delivery notes of turndown chocolates and truffles to both The Blue Train representative and Supply Chain Services,
- ensure timeous delivery,
- receive a signature from The Blue Train representative for turndown chocolates and truffles delivered.

3.8 PAYMENT:

The BLUE TRAIN shall remunerate the Respondent as follows:

- (a) The cost of the entire service is made up of the following: Efficient supply of correct turndown chocolates and truffles to The Blue Train.

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(b) The Respondent shall be entitled to submit the tax invoices at any time after the service has been rendered. The tax will be addressed to the Financial Manager, The Blue Train, P O. Box 36, Cape Town, 8000.

3.9 CORRESPONDENCE:

Only the following business units must be communicated with in regard to this contract:

Operational Matters:

Operations Manager, The Blue Train, Pretoria

(Telephone number 012 315-4004; Fax: 012 334 8028)

3.10 THE UNDER MENTIONED SCHEDULE DOES NOT INCLUDE CHARTERS:



THE BLUE TRAIN
A WINDOW TO THE SOUL OF AFRICA

Pretoria – Cape Town - Pretoria Route 2016

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

Respondent's Signature

Date & Company Stamp

Departure Time: Pretoria: 08:30 (am)	Departure Time: Cape Town: 08:30 (am)
Arrival Time: Cape Town: 12:00 (noon)	Arrival Time: Pretoria: 12:50 (afternoon)

PRETORIA – CAPE TOWN ROUTE

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

3.11 DURATION & TERMINATION OF SERVICES:

An agreement with the successful tender will be for a period of twelve (36) months.

4 GREEN ECONOMY / CARBON FOOTPRINT:

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

5 GENERAL RESPONDENT OBLIGATIONS:

- 5.1 The Respondent(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Respondent(s) must comply with the requirements stated in this RFQ.

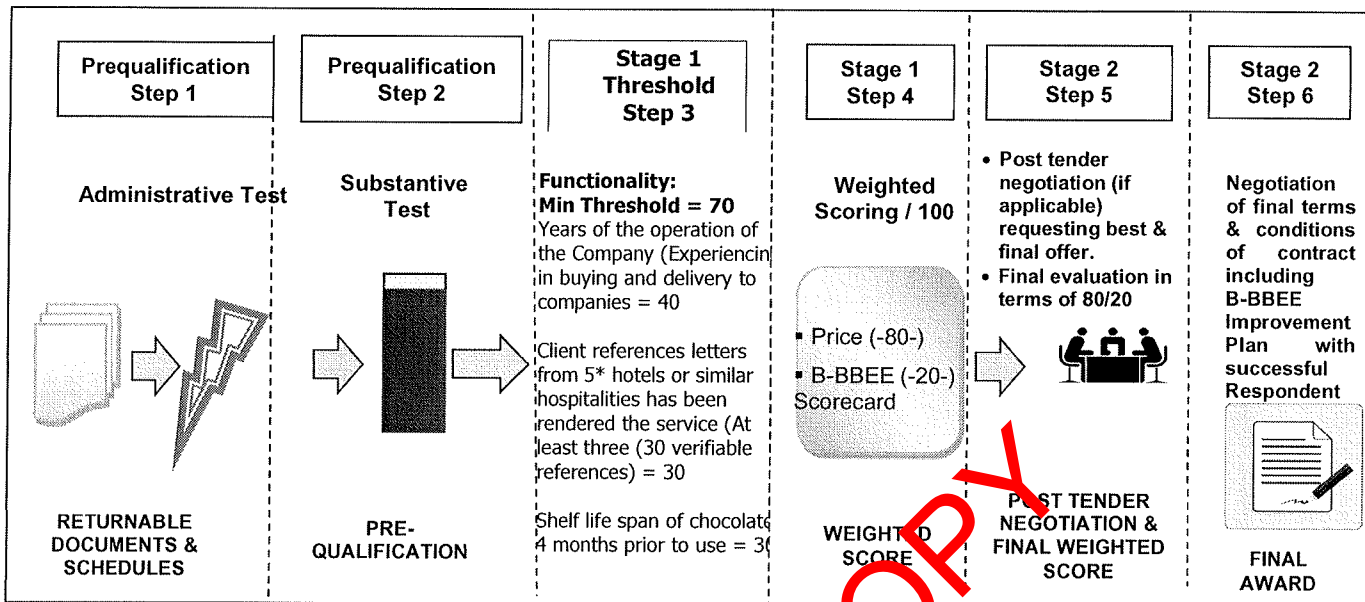
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6 EVALUATION METHODOLOGY:

Transnet will utilise the following methodology and criteria in selecting a preferred Respondent, if so required:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of Respondents at any given stage must therefore not be interpreted to mean that Respondents have necessarily passed any previous stage(s).

6.1 PREQUALIFICATION STAGE ~ STEP1: Test for Administrative Responsiveness:

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
• Whether the Bid has been lodged on time	Section 1 paragraph 3
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	Section 4
• Verify the validity of all returnable documents	Section 4, page 26 and 27
• A valid letter of good standing with the compensation commissioner issued by the Department of Labour	

The test for administrative responsiveness must be passed for a Respondent's Quotation to progress to the next stage for further pre-qualification

Respondent's Signature

Date & Company Stamp

6.2 **PREQUALIFICATION STAGE ~ STEP 2: Test for Substantive Responsiveness to RFQ:**

The test for substantive responsiveness to this RFQ will include the following:

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer/Refer to annexure B: 	<i>Section 3</i>
<ul style="list-style-type: none"> Prequalification technical criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. (Refer to the fully completed clause by clause statement of compliance) 	<i>Section 2 – Scope of Work</i>

The test for substantive responsiveness must be passed for a Respondent's Quotation to progress to the next stage for further evaluation

6.3 **STAGE 1: STEP 3: Functionality Criteria (Minimum threshold = 70):**

6.3.1 **Experience**

Functionality criteria: Experience	Scoring
<ul style="list-style-type: none"> Years of the operation of the Company. Experience in buying and delivery of chocolates to Companies. 	40
<ul style="list-style-type: none"> Client reference letters from 5* hotels or similar establishments has been rendered the service. At least three (3) verifiable references. 	30
<ul style="list-style-type: none"> Shelf life span of chocolates 4 months prior to sale. 	30

6.4 **STAGE ONE ~ STEP 4: Evaluation and Final Weighted Scoring:**

a) **Price Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFQ Reference
<ul style="list-style-type: none"> Commercial offer 	<i>Section 3</i>

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]:

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form

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- Preference points will be awarded to a Respondent for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

c) **Summary: Final Evaluated Weightings:**

Evaluation Criteria	Final Weighted Scores
Price (financial offer)	80
B-BBEE - Scorecard	20
TOTAL SCORE:	100

6.5 **STAGE TWO ~ STEP 5: Post Tender Negotiations (if applicable):**

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of **80/20**.

6.6 **STAGE TWO ~ STEP 6: Final Contract Award**

Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

IMPORTANT NOTICE TO RESPONDENTS

Transnet has appointed a Procurement Ombudsman to investigate any **material complaint** in respect of RFQs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFQ process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external Respondent for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net.

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Respondent on its List of Excluded Respondents.

Respondent's Signature

Date & Company Stamp

SECTION 3: PRICING AND SCHEDULE OF REQUIREMENTS

PRICING AND DELIVERY SCHEDULE:

Item No	Description	Estimated quantity over 36 months	Unit	Unit rate (Excl. VAT)
1	High quality turndown chocolates and truffles	25 000	Each	R

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT.
- b) To facilitate like-for-like comparison Respondents 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.
- c) Prices are to be quoted on a delivered basis to the Blue Train Warehouse, Pretoria.
- d) 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.
- e) Manufacturing and delivery lead time calculated from date of receipt of purchase order: _____ days/weeks.
- f) Delivery quantities to be confirmed as and when required by order: _____ days/weeks.
- g) Where a Respondent's price(s) includes imported content, the rate of exchange to be used must be the currency's rate published by the South African Reserve Bank 7 [seven] calendar days prior to the closing date of this RFP:
Currency rate of exchange utilised: _____
- h) Manufacturing and delivery lead time calculated from date of receipt of purchase order: _____ weeks.
- i) The quantities as reflected in the schedule of quantities are only estimated quantities and are given to prospective Respondents as a guideline of what Transnet anticipates to use during a three year period. Transnet will not be bound in any way to purchase these quantities.

YES	
------------	--

OR

Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept fixed and firm for a period of 12 months, subject thereafter to adjustment (i.e. after the initial period

Respondent's Signature

Date & Company Stamp

of 24 months), utilizing the following price index/indices/adjustment formula. [Not to be confused with bid validity period Section 1, clause 1].

.....

YES	
-----	--

1 DISCLOSURE OF PRICES TENDERED:

1.1 Respondents must indicate below whether Transnet may disclose their tendered prices and conditions to other Respondents:

YES	
-----	--

NO	
----	--

2 PRICE REVIEW:

2.1 The successful Respondent(s) will be obliged to submit to an annual price review after 12 months for the second and third year. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Respondent's price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 [thirty] days, failing which the contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

3 "AS AND WHEN REQUIRED" CONTRACTS:

- 3.1 Purchase orders will be placed on the Respondent(s) from time to time as and when Goods are required.
- 3.2 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.
- 3.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Respondent.
- 3.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Respondent being held liable for all expenses so incurred, e.g. handling and transport charges.
- 3.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 3 [Pricing and Delivery Schedule].
- 3.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

 Respondent's Signature

 Date & Company Stamp

3.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which would ordinarily occur within the stated delivery lead time/s:

4 RETURN OF SURPLUS GOODS:

Respondents are required to indicate whether they have a return policy in place (if so attach a copy):

YES		NO	
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Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods:

5 RESPONDENT'S SAMPLES

- 5.1 In this RFQ Respondents are required to submit samples of the Goods tendered for by it. The sample(s) must be provided on request by a specific time and date which will be communicated. When requested, the sample(s) must be clearly marked with the reference number of this RFQ and the names and addresses of both the Respondent and the manufacturer.
- 5.2 Failure to submit the sample(s) in due time may then result in a quotation being rejected. Quotations must under no circumstances be included in the package containing a sample(s).

6 MANUFACTURERS

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

6.1 Local Manufacturer(s):

RFQ ITEM NO.	NAME	BUSINESS ADDRESS

6.2 Foreign Manufacturer(s):

RFQ ITEM NO.	NAME	BUSINESS ADDRESS

Respondent's Signature

Date & Company Stamp

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7 IMPORTED CONTENT:

The Respondents must state hereunder the value and percentage of the imported content as well as the country of origin in respect of each item tendered for:

RFQ ITEM NO / DESCRIPTION.	VALUE	% COST	COUNTRY OF ORIGIN

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

8 EXCHANGE AND REMITTANCE:

The attention of the Respondents is directed to clause 16 *[Exchange and Remittance]* of the General Bid Conditions. If Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or supplier, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

8.1 ZAR 1.00 [South African currency] being equal to _____ *[foreign currency]*.

8.2 _____ % in relation to tendered price(s) to be remitted overseas by Transnet.

8.3 _____ *[Name of country to which payment is to be made]*.

8.4 Beneficiary details:

Name *[Account holder]* _____

Bank *[Name and branch code]* _____

Swift code _____

Country _____

8.5 _____ *[Applicable base date of Exchange Rate used]*.

Respondents are advised that should a contract be awarded for deliveries on an "as and when required" basis, any future remittance(s) to overseas principals/suppliers, as instructed above, will be based on the currency rate of exchange related to the contractual price of the Goods at that time.

Respondents should note that Transnet would prefer to receive fixed price offers expressed in South African Rand [ZAR].

9 NATIONAL RAILWAY SAFETY REGULATOR ACT:

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent (the Respondent) shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of an agreement between the parties, comply fully with the specifications as set forth in this RFQ, and shall thereby adhere to railway safety requirements and/or regulations [as applicable]. Permission for the

Respondent's Signature

Date & Company Stamp

engagement of a subcontractor by the Respondent, as applicable, both initially and during the course of an agreement, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Respondent and/or its subcontractor shall grant Transnet access, during the term of the agreement, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

Yes		No	
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10 **SERVICE LEVELS:**

- 10.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 10.2 Transnet will have quarterly reviews with the Respondent's account representative on an on-going basis.
- 10.3 Transnet reserves the right to request that any member of the Respondent's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 10.4 The Respondent guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
 - a) Random checks on compliance with quality/quantity/specifications,
 - b) On-time delivery.

If the Respondent does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter.
- 10.5 The Respondent must provide a telephone number for customer service calls.
- 10.6 Failure of the Respondent to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet; giving 30 [thirty] calendar days' notice to the Respondent of its intention to do so.

Acceptance of Service Levels:

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

11 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES:

11.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFQ process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation services and related logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

Accepted:

Yes	
------------	--

No	
-----------	--

If "yes", please specify details in paragraph 8.2 below.

11.2 Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's proposal if there is insufficient space available below.

12 RISK:

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Respondent, in relation to:

12.1 Quality and specification of Goods delivered:

12.2 Continuity of supply:

12.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:

12.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002:

Respondent's Signature

Date & Company Stamp

13 REFERENCES:

Please indicate below a minimum of Three (3) company names and contact details of previous and/or existing customers whom Transnet may contact to seek third party evaluations of your service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE
NAME OF COMPANY	CONTACT PERSON	TELEPHONE

14 FINANCIAL STABILITY:

Respondents are required to submit their latest audited financial statements for the past 3 years with their Quotation in order to enable Transnet to establish financial stability.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

 Respondent's Signature

 Date & Company Stamp

SECTION 4: QUOTATION FORM AND LIST OF RETURNABLE DOCUMENTS

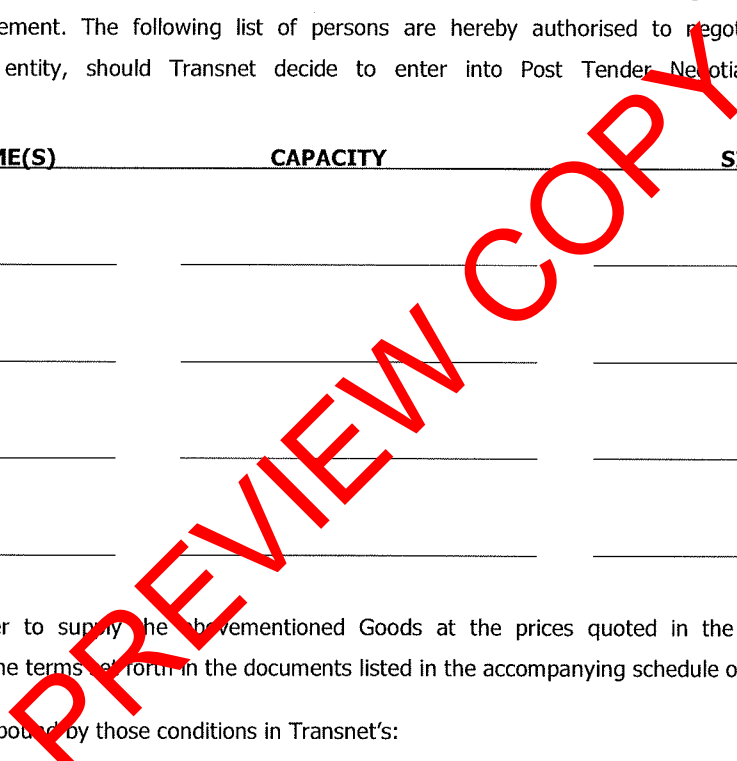
I/We _____
 [name of entity, company, close corporation or partnership] of [full address]

_____ carrying on business trading/operating as

represented by _____
 in my capacity as

_____ being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this quotation and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with shortlisted Respondent(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



I/We hereby offer to supply the abovementioned Goods at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFQ documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Terms and Conditions of Contract - Goods **OR** Master Agreement;
- (ii) General Bid Conditions – Goods; and
- (iii) 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 in the letter of award/intent, 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.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Quotation [and, if any, its covering letter and any subsequent exchange of

 Respondent's Signature

 Date & Company Stamp

correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Goods within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favourable Quotation.

I/We accept that any contract resulting from this offer will be for a period of only.

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFQ including the delayed delivery of the Goods due to non-performance by ourselves, failure to meet B-BBEE Improvement Plan commitments. A penalty of up to 100% of the outstanding portion of the Respondent Development commitment will be applied and Transnet reserves the right to set this off against any payment due to the Respondent. In addition, I/we agree that non-compliance with any of the material terms of this RFQ, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFQ. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: _____

Facsimile: _____

Telephone No./ Cell No. _____

Physical Registered Address of entity: _____

E-mail address: (please print) _____

NOTIFICATION OF AWARD OF RFQ:

As soon as possible after approval to award the contract(s), the successful Respondent [the Respondent] will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Respondent and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD:

Transnet requires a validity period up to 29 December 2016.

Respondent's Signature

Date & Company Stamp

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S):

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFQ is submitted.

- (i) Registration number of company / C.C. _____
 - (ii) Registered name of company / C.C. _____
 - (iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)
- _____
- _____
- _____

RETURNABLE DOCUMENTS:

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent.

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

a) **Mandatory Returnable Documents:**

Failure to provide all mandatory Returnable Documents at the closing date and time of this tender 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 the mandatory Returnable Documents detailed below by so indicating [Yes or No] in the table below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 3: Pricing and Delivery Schedule/Annexure 4	
SECTION 2: A fully completed clause by clause statement of compliance to section 2	

b) **Essential Returnable Documents:**

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 essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 4: Quotation Form and List of Returnable documents	
Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7. Note: failure to provide these required documents at the closing date and time of the RFQ	

Respondent's Signature

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will result in an automatic score of zero being allocated for preference	
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	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 3 previous years	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 5: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	

c) **Additional Documents:**

In addition to the requirements of paragraphs (a) and b) above, Respondents are further requested to submit with their Quotations the following **additional documents** as detailed below. Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
ANNEXURE A : B-BBEE Improvement Plan	

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.

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, 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.

Respondents furthermore agree that Transnet SOC Ltd shall recognise no claim from them for relief based on an allegation that they have overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating their offered prices or otherwise.

Respondent's Signature

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Respondents accept that an obligation rests on them to clarify any uncertainties regarding any bid which they intend to respond on, before submitting the bid. The Respondent 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 Respondent understands that his/her Bid will be disqualified if the 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.

- 1 Specification is included in this RFQ - if applicable; and
- 2 The following documents all of which are available on Transnet's website or upon request:
 - General Bid Conditions;
 - Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - Respondent Integrity Pact;
 - Non-disclosure Agreement; and
 - 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).

*(available on Transnet's website or upon request)

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: _____

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 Services 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 respondents 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 5 and/or 6 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]

Respondent's Signature

Date & Company Stamp

- 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.
- 10 We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
- 11 We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

12 **BREACH OF LAW:**

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) **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 _____ of this _____ day of _____ 20_____

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

Respondent's Signature

Date & Company Stamp

SECTION 7: BBB-EE PREFERENCE POINTS CLAIM FORM

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

1 INTRODUCTION:

- 1.1 A total of **10** preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Respondent to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Respondent, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2 GENERAL DEFINITIONS:

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October

Respondent's Signature

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2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Respondent and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a Respondent;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"Rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary Respondent's assigning or leasing or making out work to, or employing another person to support such primary Respondent in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3 ADJUDICATION USING A POINT SYSTEM:

- 3.1 The Respondent obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFQ will be awarded the contract, unless objective criteria justifies the award to another Respondent.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Respondent scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring

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the highest score for functionality.

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

4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION:

4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Respondent for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Respondents who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificate.
- 4.3 Respondents who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Respondents other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued

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based on the Revised Codes.

- 4.7 In terms of the Revised Codes of Good Practice, Respondents who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Respondent qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Respondents are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 1 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Respondents in order to verify any B-BBEE recognition claimed.

5 B-BBEE STATUS AND SUBCONTRACTING:

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of **20** points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

(i) What percentage of the contract will be subcontracted?.....%

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- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor.....
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

- 1. Name of Company/Firm.....
- 2. VAT registration number.....
- 3. Company registration number.....
- 4. Type of Company / Firm [TICK APPLICABLE BOX]

Partnership/Joint Venture/Consortium

One person business/sole propriety

Close Corporations

Company (Pty) Ltd

- 5. Describe Principal Business Activities

.....
.....

- 6. Company Classification [TICK APPLICABLE BOX]

Manufacturer

Respondent

Professional Respondent

Other Respondents, e.g. Transporter, etc.

- 7. Total number of years the company/firm has been in business.....

BID DECLARATION:

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the Respondent may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Respondent or Respondent, its shareholders and directors, and/or associated entities, or

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only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or

- (e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

SIGNATURE OF RESPONDENT

DATE:.....

COMPANY NAME:

ADDRESS:.....

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SECTION 8: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Respondents to constantly strive to improve their B-BBEE rating and requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate whether they will maintain or improve their BBBEE status over the contract period.

Additional contractual requirements:

Should a contract be awarded through this RFQ process, the successful Respondent(s) may be contractually committed, *inter alia*, to the following conditions:

- a) The original B-BBEE Improvement Plan may require certain additions or updates in order to ensure that Transnet is satisfied that developmental objectives will be met.
- b) The Respondent will need to ensure that the relevant mechanisms and procedures are in place to allow Transnet access to information to measure and verify the Respondent's compliance with its stated B-BBEE Improvement commitments.
- c) The Respondent will be required to provide:
 - (i) quarterly status reports for Transnet; and
 - (ii) a final B-BBEE Improvement Plan report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all B-BBEE Improvement components.
- d) All information provided by the Respondent in order to measure its progress against its stated targets will be auditable.

Respondents are requested to submit their B-BBEE Improvement Plan as an **additional document** with their Quotations by completion of Annexure A appended hereto. [Refer Annexure A for further instructions].

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CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO THE TECHNICAL SPECIFICATION

Respondents are required to complete the table below which is referenced to the Scope of Requirements (Page 9 – 13). Please write **yes/comply** for compliance to specification in full in the second column, or if you do not comply write **no/do not comply** in the third column and the forth column give **comment/reasons for non-compliance** to non-compliance to clause by clause compliance to Scope of Requirements. **Should you failed to complete the above-mentioned clause by clause statement of compliance as stated above, your tender may be rejected.**

Clause No	Write in full: Yes/Comply Positive compliance	Write in full: No/Does not comply Negative compliance	Comments/reasons for non-compliance to technical specification
Clause 3	SCOPE OF REQUIREMENTS		
3.1 GENERAL STANDARD OF SERVICE			
3.1.1:			
2.1: Transnet must receive reduced cost of acquisition and improved service benefits.....			
2.2 Transnet must achieve appropriate availability that meets user needs.....			
2.3 Transnet must receive proactive improvements.....			
2.4 Transnet's overall competitive advantage must be strengthened.....			
2.5 Transnet end users must be able to rely on the chosen Respondent's personnel			
2.6 Transnet must reduce costs by streamlining its acquisition of goods			
3.1.1 The BT Is a provider of prestige, luxury travel services and is world leader in this segment of the market. Every attempt is.....			
3.2.1 The selections of unique turndown chocolates and truffles that will complement the ambience; service style and service type.....			
3.3.1 Ingredients:			
3.3.2 Packaging;			
3.4 Minimum Chocolate			

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Quality:.....			
3.5 Estimated Volume:.....			
3.6 Purchasing:.....			
3.7 Delivery:.....			
3.8 Payment:.....			
3.9 Correspondence:.....			
3.10 Schedule does not include charters:.....			
3.11 Duration & termination of services:.....			
4 Green Economy / Carbon Footprint:.....			
5.1 The Respondent shall be fully responsible to Transnet....			
5.2 The Respondent must comply with the requirements stated in this RFQ.			

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DESCRIPTION: FOR THE SUPPLY AND DELIVER OF HIGH QUALITY TURNDOWN CHOCOLATES AND TRUFFLES FOR THE BLUE TRAIN ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS



ANNEXURE A: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which their ownership, management control, Supplier Development, Preferential Procurement and Enterprise Development will be maintained or improved over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.

Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.

OWNERSHIP INDICATOR	Required Responses	Current Status (%)	Future Target (%)
1. The percentage of the business owned by Black ¹ persons.	Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
2. The percentage of your business owned by Black women.	Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
3. The percentage of the business owned by Black youth ²	Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
4. The percentage of the business owned by Black persons living with disabilities	Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
5. New Entrants ³ (Early stage business)	Provide a commitment based on the extent to which new entrants will be supported over the contract period.		

1 "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

2 "Black youth" means Black persons from the age of 16 to 35

3 "New Entrants" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

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MANAGEMENT CONTROL INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
6. The percentage of Black Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
7. The percentage of Black female Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
8. Black Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
9. Black female Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Other Executive Management	Required Response	Current Status (%)	Future Targets (%)
10. Black Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
11. Black Female Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Senior Management	Required Response	Current Status (%)	Future Targets (%)
12. Black employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i>		
13. Black female employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i>		

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Middle Management	Required Response	Current Status (%)	Future Targets (%)
14. Black employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>		
15. Black female employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks females that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>		
Junior Management	Required Response	Current Status (%)	Future Targets (%)
16. Black employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
17. Black female employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
Employees with disabilities	Required Response	Current Status (%)	Future Targets (%)
18. Black employees with disabilities as a percentage of all employees	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>		

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PREFERENTIAL PROCUREMENT INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
19. B-BBEE procurement spend from all Empowering Suppliers ⁴ based on the B-BBEE procurement recognition level as a percentage of total measured procurement spend	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</i>		
20. 20 B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i>		
21. B-BBEE procurement spend from Exempted Micro- Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i>		
22. B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black owned would be maintained or increased over the contract period.</i>		
23. B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i>		

⁴ **"Empowering Suppliers"** means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:
 (a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.
 (b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.
 (c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.
 (d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.

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24. B-BBEE Procurement Spent from Designated Group ⁵ Suppliers that are at least 51% Black owned	<i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i>		
SUPPLIER DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
25. Annual value of all Supplier Development ⁶ Contributions made by the Measured entity as a percentage of the target	<i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</i>		
ENTERPRISE DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
26. The organisation's annual spend on Enterprise Development ⁷ as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i>		

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⁵ "Designated Groups" means:

- a) unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
- b) black people who are youth as defined in the National Youth Commission Act of 1996;
- c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- d) black people living in rural and under developed areas; and
- e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

⁶ "Supplier Development" means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

- (a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.

Supplier Development within the contest of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

⁷ "Enterprise Development" means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

- (a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;

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NON DISCLOSURE AGREEMENT - GOODS

[January 2014]

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THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFQ bid response hereto

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [RFI] Request for Quote [RFQ] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- a) is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - b) was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

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- c) following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

- a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3) above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

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3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- a) return all written Confidential Information [including all copies]; and
 - b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 b) above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

Respondent Signature

Date & company stamp

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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PREVIEW COPY

Respondent Signature

Date & company stamp