

TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP]

**FOR THE SUPPLY AND DELIVERY OF RED MEAT AND POULTRY TO THE BLUE TRAIN IN
PRETORIA ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

RFP NUMBER ERACES 3836-21843
ISSUE DATE: 15 AUGUST 2016
CLOSING DATE: 30 AUGUST 2016
CLOSING TIME: 10:00
BID VALIDITY PERIOD: 30 November 2016

PLEASE BRING:

- **A VALID TENDER DOCUMENT**
- **THE CONFIRMATION THAT YOU ADVISED TRANSNET OF YOUR INTENTION TO PARTICIPATE ON THE DAY OF THE BRIEFING SESSION OTHERWISE RESPONDENTS WILL NOT BE ALLOWED TO BID.**

Respondent's Signature

Date & Company Stamp

RFP Name: For the supply and delivery of red meat and poultry to the Blue Train in Pretoria on an as and when required basis for a period of 36 months
RFP Number: ERACES 3836-21843

RFP for Goods
Version May 2016

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preview copy

Respondent's Signature

Date & Company Stamp

**RFP FOR THE SUPPLY AND DELIVERY OF RED MEAT AND POULTRY TO THE BLUE TRAIN IN
PRETORIA ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

Section 1: NOTICE TO BIDDERS

1 INVITATION TO BID

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

DESCRIPTION	For the supply and delivery of red meat and poultry to the Blue Train in Pretoria on an as and when required basis for a period of 36 months
BID FEE AND BANKING DETAILS	This RFP is issued free of charge
INSPECT / COLLECT DOCUMENTS FROM	<p>This bid may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za free of charge.</p> <p>Alternatively, this RFP may be collected free of charge for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made on a (1) day in advance and the tender document may be collected between 7:30 and 15:00 from 15 August 2016 until 22 August 2016</p> <p>This RFP may be collected from the following address: The office of Transnet Freight Rail Advice Centre Nzasm Building Ground floor, Room G16 Cnr Nofu Mhinaar and Paul Kruger Street Pretoria 000</p>
ISSUE DATE AND COLLECTION DATE DEADLINE	<p>Date Published: 15 August 2016</p> <p>Tender documents available until: 22 August 2016 @ 15:00 Last date for collecting tenders <i>[Note the bid will only be visible on the Portal on the date indicated here, and no tenders will be issued after this deadline.]</i></p>
COMPULSORY/NON COMPULSORY BRIEFING SESSION	Refer to paragraph 2 for details.
CLOSING DATE	<p>10:00 on Tuesday 30 August 2016</p> <p>This tender shall close punctually at the following address: The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001.</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>

Respondent's Signature

Date & Company Stamp

VALIDITY PERIOD	<p>End of validity period: 30 November 2016</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>
SPECIAL CONDITIONS	<p>Bidders are to note that this bid may also be downloaded directly from the National Treasury eTender Publication Portal free of charge. If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by 22 August 2016 @ 15:00 by sending an email with their contact details to the following address: Morris.mhlongo@transnet.net. This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond. Bidders that do not respond by this date will not be allowed into the briefing session and participate in this tender process.</p> <p>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.</p>
	<p>In terms of paragraph 3 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017 which became effective on 1 May 2016,</p> <p>[Transnet] must ensure that</p> <p>3.1.1 Suppliers [of Transnet] are registered on the Central Supplier Database [CSD] before any procurement related activities commences;</p> <p>3.1.2 The CSD can be used as the single and only list of prospective suppliers for [Transnet]</p> <p>Furthermore, according to paragraph 5.6</p> <p>Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.</p> <p>Please ensure that you register your company on the CSD by following these steps:</p>
SUPPLIER REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSDB)	<p>Step 1: Access the CSD site on https://secure.csd.gov.za/</p> <p>Step 2: Register a new CSD account</p> <p>https://secure.csd.gov.za/Account/Register</p> <p>Step 3: Receive an activation email and click activate account</p> <p>Step 4: Activate account by requesting and entering the OTP</p> <p>Step 5: Log in the CSD</p> <p>Step 6: Complete supplier identification information</p> <p>Step 7: Complete contact information</p> <p>Step 8: Complete address information</p> <p>Step 9: Complete bank account information</p> <p>Step 10: Complete tax information</p> <p>Step 11: Complete directors/members information (if non-CIPC company)</p> <p>Step 12: Complete associations (if relevant)</p> <p>Step 13: Complete commodities information</p> <p>Step 14: Complete B-BBBEE information (future phase)</p> <p>Step 15: Maintain users</p> <p>Step 16: Complete notification information</p> <p>Step 17: Complete accreditations</p> <p>Step 18: Click on submit</p>

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	Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated
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Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 FORMAL BRIEFING

A compulsory RFP briefing will be conducted at Cnr no.6 Minnaar and Paul Kruger Street, Nzasm Building, 3RD Floor, Jakaranda boardroom, Pretoria on the **23 August 2016**, at 10.00 for a period of ± 45 minutes. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 A Certificate of Attendance set out in **Section 9** hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** RFP briefing.
- 2.2 Respondents failing to attend the compulsory site meeting and/or RFP briefing will be disqualified.
- 2.3 The briefing session will start punctually at **10:00** and information will not be repeated for the benefit of Respondents arriving late.
- 2.4 Respondents will not be allowed at the briefing session, if they do not have a copy of the RFP document and the confirmation of the intention to participate in this tender on the day of the briefing session.

If Respondents/Bidders intend to download the bid off the portal (NT eTender Portal), they are required to indicate their intention to respond to this bid by **15h00, 22 August 2016**, by sending an email with their contact details to Morris Mhlongo at the following address: **morris.mhlongo@transnet.net**. This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond. As such, please bring along to the briefing session the tender document and the confirmation that you advised Transnet of your intention to participate in this tender: **Respondents failing to adhere to the above may be classified as non-responsive and may be disqualified.**

3 PROPOSAL SUBMISSION

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

The Secretariat, Transnet Acquisition Council

RFP No: ERACES 3836-21843

Description: FOR THE SUPPLY AND DELIVERY OF RED MEAT AND POULTRY TO THE BLUE TRAIN IN PRETORIA ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS

Closing date and time: **30 August 2016 @ 10h00**

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 RFP

4.1 Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001, and must be addressed as follows:

**THE CHAIRPERSON,
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL,
INYANDA HOUSE 1, 21
WELLINGTON RD,
PARKTOWN,
JOHANNESBURG,
2001.**

- a) The measurements of the "tender slot" are 400mm 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 100mm 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.

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 CHAIRPERSON,
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL,
INYANDA HOUSE 1, 21
WELLINGTON RD,
PARKTOWN,
JOHANNESBURG,
2001.**

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 exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** 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

5.1 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture **[JV]** or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must

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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 RFP 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 in order to obtain preference points for their B-BBEE status.

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 RFP 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 Proposal 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 RFP [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-contractor/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.

Respondent's Signature

Date & Company Stamp

5.3 B-BBEE Improvement Plan

Transnet encourages its Suppliers 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 Proposals 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 RFP, an RFP Clarification Request Form should be submitted to [Edwin Senne] before **12:00 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 RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the TFR Governance Department on issue of the bid documentation to the Respondent. Kindly ensure that you provide the TFR Governance Department with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 6.2 After the closing date of the RFP, a Respondent may only communicate with the TFR Governance Department on any matter relating to its RFP Proposal at the following contact details:

Name	Email address	Telephone	Fax
Morris Mhlongo	morris.mhlongo@transnet.net	012 315 4122	011 774 9006

- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date. Respondents are warned that a Proposal 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 RFP 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 RFP 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

Respondent's Signature

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treated with strict confidence. Should the need however arise to divulge any information gleaned 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 RFP

- 8.1 Proposals 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 Proposal.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Bidders 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 bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFP albeit that it was included in the other.
- 8.4 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**
- 8.5 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP 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 RFP documents.

9 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Supplier**] 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 RFP and/or its receipt of Proposals. In particular, please note that Transnet reserves the right to:

- 10.1 modify the RFP's Goods and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 not necessarily accept the lowest priced Proposal or an alternative bid;
- 10.5 reject all Proposals, if it so decides;
- 10.6 withdraw the RFP on good cause shown;

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- 10.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.8 award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFP;
- 10.9 split the award of the contract between more than one Supplier, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 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 RFP document.

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

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next ranked bidder, 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 Proposal, whether or not the Respondent is awarded a contract.

11 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

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, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056

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**RFP FOR THE SUPPLY AND DELIVERY OF RED MEAT AND POULTRY TO THE BLUE TRAIN IN
PRETORIA ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

Section 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

The Blue Train has two train sets that travel from Pretoria (home depot) to Cape Town and back on a weekly basis. There are also special charters whereby private clients hire The Blue Train for a special event. For each of these functions, the meals times are the pinnacle of the on board service offering as the food service is fine dining. It is therefore imperative that the food that is served on board The Blue Train is fresh at all times. Hence the need to order lower quantities more frequently and the services of a Red Meat and Poultry service provider in Pretoria will make this possible.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its Operating Divisions nationally, it also seeks to improve its current processes for providing these Goods to its end user community throughout its locations.

The selected Supplier(s) will share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

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 Supplier'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 Supplier(s).
- 2.3 Transnet must receive proactive improvements from the Supplier with respect to supply of Goods and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Supplier'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.

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3 SCOPE OF REQUIREMENTS

3.1 Transnet Freight Rail requires the supply and delivery of red meat and poultry to the Blue Train in Pretoria on an as and when required basis for a period of 36 months

3.1.1 To source and provide assorted uncooked red meat and poultry products for The Blue Train on a weekly basis or as and when required. Orders will be placed 48 hours in advance.

3.1.2 The delivery dates and times are critical and must strictly be adhered to as The Blue Train has a scheduled departure time that cannot be deviated from. Warehouse location is: The Blue Train shed, Cnr 3rd Avenue & Skietspoort Street, Salvokop, Pretoria, 0001

3.1.3 The Respondent must have hygiene & pest control program in place and willing to accommodate a site visit at the warehouse/store by The Blue Train Management periodically. The following certification/accreditation must accompany the RFP documents.

- SANS 10330/SANS 10049 HACCP (Hazard Analysis & Critical Control Point) Certificate
- Certificate of Acceptability for food premises and transportation

An inspection on the premises of the successful respondent will be conducted periodically; Annexure C and D are the checklists that will be used for the inspection.

3.1.4 The Pest Control program must include the frequency, method and treatment for the extermination, prevention and monitoring of all pest and rodents. Proof that a pest control service was rendered by a registered company must be submitted with the RFP document.

3.1.5 The Red Meat and Poultry must be strictly A-grade unless otherwise requested by The Blue Train management.

3.1.6 The Respondent must be in the position to deliver the required goods upon short notice due to the flexibility and nature of the hospitality business.

3.1.7 All deliveries must be conducted in a refrigerated vehicle and the delivery temperatures of the products must be strictly adhered to as per HACCP standards.
All deliveries to be supported with official documents, quantity and quality to be verified with The Blue Train warehouse controller.

3.1.8 The Respondent must comply with any in-house rules and regulation stipulated by Transnet when entering Transnet premises at all times.

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3.1.9 **Estimated Quantities:** The quantities below are estimates and not guaranteed. Deliverable quantities to be confirmed as and when required by order, meat requirements, cuts and portion sizes may change in line with seasonal menu changes.

Item No	Description of Item	Packaging	Unit of Measure	Estimated Annual Volumes
1	MEAT			
1.1	Beef: Fillet Whole (kg)	Vacuum sealed	p/kg	1500
1.2	Beef: Sausage Chipolata	Foam trays -cling wrapped	p/kg	400
1.3	Beef: Biltong Sliced-assorted	Foam trays -cling wrapped (500 g)	p/kg	300
1.4	Beef: Biltong Sticks-assorted	Foam trays -cling wrapped (500 g)	p/kg	120
1.5	Beef: Boerewors thick	Foam trays -cling wrapped	p/kg	500
1.6	Beef: Burger Patties 100% Beef	Foam trays -cling wrapped(120g)	p/kg	100
1.7	Beef: Burger Patties 100% Beef	Foam trays -cling wrapped (150g)	p/kg	180
1.8	Beef: Chuck Portions (200g-300g)	Foam trays -cling wrapped	p/kg	700
1.9	Beef: Meatballs (60g)	Foam trays -cling wrapped	p/kg	60
1.10	Beef: Mince(lean)	Foam trays -cling wrapped	p/kg	470
1.11	Beef: Rump Steak (200g-300g)	Foam trays -cling wrapped	p/kg	100
1.12	Beef: Rump Steak Whole	Vacuum sealed	p/kg	100
1.13	Beef: Satay/Kebab (740mm skewer)	Foam trays -cling wrapped	p/kg	50
1.14	Beef: Sirloin Steak (200g-300g)	Foam trays -cling wrapped	p/kg	100
1.15	Beef: Sirloin Whole	Vacuum sealed	p/kg	100
1.16	Beef: Topside whole	Vacuum sealed	p/kg	90
1.17	Lamb: Rack (French trimmed-8 bone)	Vacuum sealed	p/kg	1350
1.18	Lamb: Chops Braai (Rib cut)	Foam trays -cling wrapped	p/kg	120
1.19	Lamb: Leg Whole	Vacuum sealed	p/kg	100

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RFP Name: For the supply and delivery of red meat and poultry to the Blue Train in Pretoria on an as and when required basis for a period of 36 months
RFP Number: ERACES 3836-21843

RFP for Goods
Version May 2016

1.20	Lamb: Satay Kebab (240mm skewer)	Foam trays -cling wrapped	p/kg	240
1.21	Lamb: Shank frozen (450-600g)	(15 kg box)	p/kg	100
1.22	Pork: Bacon Back sliced	Vacuum sealed (500g)	p/kg	220
1.23	Veal: Rack	Vacuum sealed	p/kg	50
1.24	Venison: Eland Loin Whole	Vacuum sealed	p/kg	250
1.25	Venison: Springbok Fillet Whole	Vacuum sealed	p/kg	50
1.26	Venison: Springbok Loin Whole	Vacuum sealed	p/kg	180
2	POULTRY			
2.1	Chicken: Breast Frozen	10 x 1kg box	p/kg	200
2.2	Chicken: Drum Sticks Frozen	5kg pack	p/kg	70
2.3	Chicken: Leg Quarters Frozen	5kg pack	p/kg	470
2.4	Chicken: Livers Frozen	1 kg tub	p/kg	70
2.5	Chicken: Portions Mixed	5kg pack	p/kg	200
2.6	Chicken: Satay	Foam trays -cling wrapped	p/kg	60
2.7	Chicken: Supreme	Vacuum sealed (5 per vac bag)	p/kg	1140
2.8	Chicken: Thighs	5kg pack	p/kg	240
2.9	Chicken: Whole	(1.6kg – 2kg each) 10kg box	p/kg	200
2.10	Chicken: Wings	5kg pack	p/kg	60
2.11	Duck Breast	Vacuum sealed (5 per vac bag)	p/kg	1020
2.12	Ostrich: Fillet whole	Vacuum sealed	p/kg	100
3	DELI			
3.1	Ham Gyspey sliced	Vacuum sealed	p/kg	40
3.2	Parma Ham (Sliced)	Vacuum sealed	p/kg	40

Respondent's Signature

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RFP Name: For the supply and delivery of red meat and poultry to the Blue Train in Pretoria on an as and when required basis for a period of 36 months
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3.3	Sausage Frankfurters	Vacuum sealed	p/kg	170
-----	----------------------	---------------	------	-----

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 SUPPLIER OBLIGATIONS

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

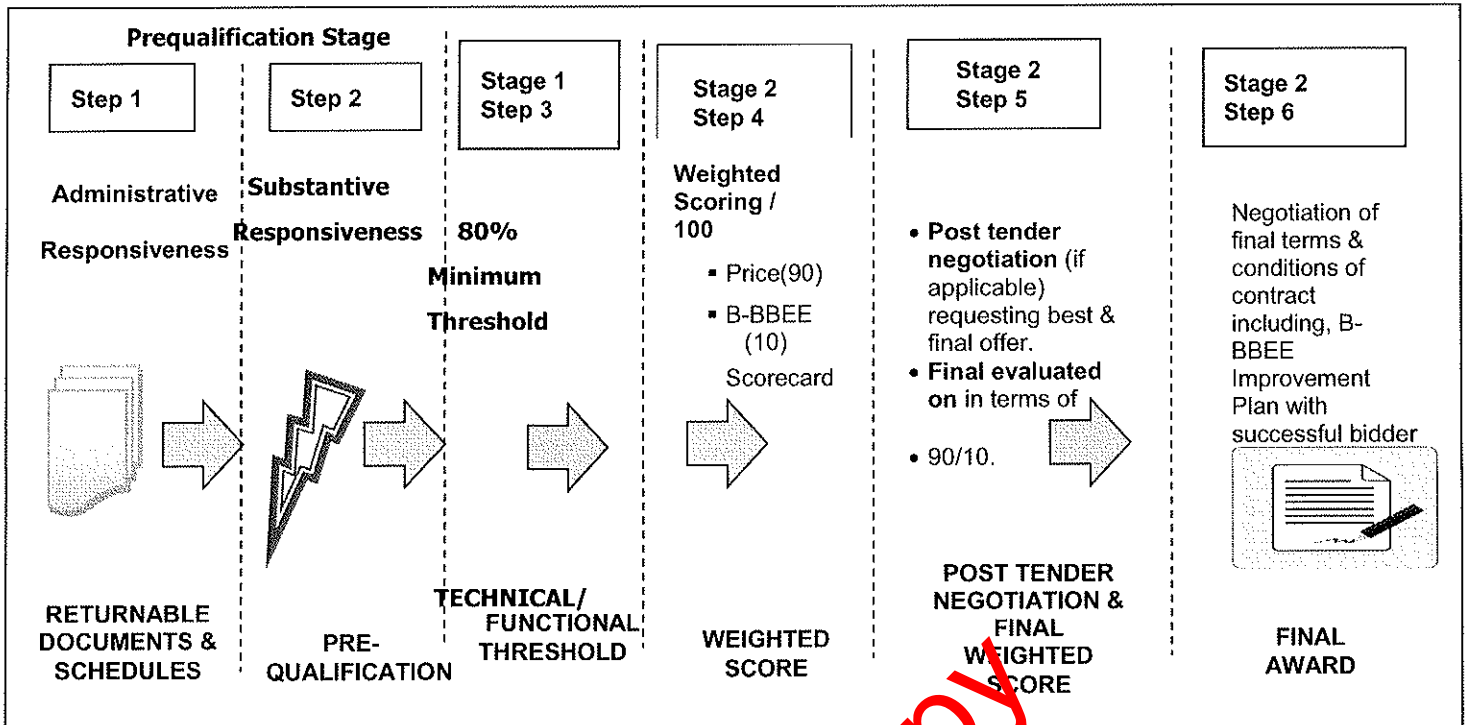
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Respondent's Signature

Date & Company Stamp

6 EVALUATION METHODOLOGY

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



6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 4</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 4, page 29 and 33</i>

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

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6.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met 	<i>Section 1 paragraphs 2.2, 6, 10.3</i> <i>Section 4 – validity period</i> <i>Section 8, General Bid Conditions clause 19</i> <i>Sections 10, 11</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 3</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given (A fully completed clause by clause compliance to specification) 	<i>All Sections</i>
<ul style="list-style-type: none"> A valid certified copy of SANS 10330/SANS 10049 HACCP (Hazard Analysis & Critical Control Point) certificate 	<i>Section 4, Page 33</i>
<ul style="list-style-type: none"> A valid certified copy of certificate of acceptability for food premises and transportation 	<i>Section 4, Page 33</i>
<ul style="list-style-type: none"> A fully signed certificate of attendance of compulsory RFP briefing 	<i>Section 9, Page 49</i>

The test for substantive responsiveness [Step Two] must be passed for a Respondent's Proposal to progress to Stage 1 Step Three for further evaluation

6.3 STAGE 1 STEP THREE: Minimum Threshold 80% for Technical Criteria

The test for the Technical and Functional threshold will include the following

Technical Criteria	% Weightings	RFQ Reference
Experience (relevant previous experience in the hospitality industry)	30%	<i>Section 3, Page 29</i>
Method of Transport	30%	<i>Section 12, Page 52</i>
Delivery Schedule (must be capable of a short lead time and after-hours delivery)	30%	<i>Section 11, Page 51</i>
Pest Control Programme (must have valid proof of current pest control programme)	10%	<i>Section 10, Page 50</i>
Total Weighting:	100%	
Minimum qualifying score required:	80	

The following applicable values will be utilised when scoring each criterion mentioned above:

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Points	Interpretation
0	Non-Responsive
1	Poor
2	Average
3	Good
4	Very good
5	Excellent

The minimum threshold for technical/functionality [Stage One] must be met or exceeded for a Respondent's Quotation to progress to Stage Two for final evaluation Price and B-BBEE

6.4 STAGE 2 STEP FOUR: Evaluation and Final Weighted Scoring

a) Price and BBEE Criteria [Weighted score 90 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	Section 3

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

$$PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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 10 points]

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

6.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
TOTAL SCORE:	100

Respondent's Signature

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6.6 STAGE 2 STEP FIVE: 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 90/10 and the contract will be negotiated and awarded to the successful Respondent(s).

6.7 STAGE 2 STEP SIX: Final Contract Award

Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Supplier Development, 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 RFPs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP 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 service provider 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 Bidder on its List of Excluded Bidders.

Respondent's Signature

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**RFP FOR THE SUPPLY AND DELIVERY OF RED MEAT AND POULTRY TO THE BLUE TRAIN IN
PRETORIA ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

**CLOSING VENUE: PRETORIA
CLOSING DATE: 23 AUGUST 2016
CLOSING TIME: 10:00
VALIDITY PERIOD: 30 NOVEMBER 2016**

Section 3: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

Item No	Description of Item	Packaging	Unit of Measure	Estimated Annual Volumes	Price Per Unit
1	MEAT				
1.1	Beef: Fillet Whole (kg)	Vacuum sealed	p/kg	500	
1.2	Beef: Sausage Chipolata	Foam trays - cling wrapped	p/kg	400	
1.3	Beef: Biltong Sliced-assorted	Foam trays - cling wrapped (500 g)	p/kg	300	
1.4	Beef: Biltong Sticks-assorted	Foam trays - cling wrapped (500 g)	p/kg	120	
1.5	Beef: Boerewors thick	Foam trays - cling wrapped	p/kg	500	
1.6	Beef: Burger Patties 100% Beef	Foam trays - cling wrapped(120g)	p/kg	100	
1.7	Beef: Burger Patties 100% Beef	Foam trays - cling wrapped (150g)	p/kg	180	
1.8	Beef: Chuck Portions (200g-300g)	Foam trays - cling wrapped	p/kg	700	
1.9	Beef: Meatballs (60g)	Foam trays - cling wrapped	p/kg	60	
1.10	Beef: Mince(lean)	Foam trays - cling wrapped	p/kg	470	
1.11	Beef: Rump Steak (200g-300g)	Foam trays - cling wrapped	p/kg	100	
1.12	Beef: Rump Steak Whole	Vacuum sealed	p/kg	100	

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1.13	Beef: Satay/Kebab (240mm skewer)	Foam trays - cling wrapped	p/kg	50	
1.14	Beef: Sirloin Steak (200g-300g)	Foam trays - cling wrapped	p/kg	100	
1.15	Beef: Sirloin Whole	Vacuum sealed	p/kg	100	
1.16	Beef: Topside whole	Vacuum sealed	p/kg	90	
1.17	Lamb: Rack (French trimmed-8 bone)	Vacuum sealed	p/kg	1350	
1.18	Lamb: Chops Braai (Rib cut)	Foam trays - cling wrapped	p/kg	120	
1.19	Lamb: Leg Whole	Vacuum sealed	p/kg	100	
1.20	Lamb: Satay Kebab (240mm skewer)	Foam trays - cling wrapped	p/kg	240	
1.21	Lamb: Shank frozen (450-600g)	(15 kg box)	p/kg	100	
1.22	Pork: Bacon Back sliced	Vacuum sealed (500g)	p/kg	220	
1.23	Veal: Rack	Vacuum sealed	p/kg	50	
1.24	Venison: Eland Loin Whole	Vacuum sealed	p/kg	250	
1.25	Venison: Springbok Fillet Whole	Vacuum sealed	p/kg	50	
1.26	Venison: Springbok Loin Whole	Vacuum sealed	p/kg	180	
2	POULTRY				
2.1	Chicken: Breast Frozen	10 x 100g box	p/kg	200	
2.2	Chicken: Drum Sticks Frozen	5kg pack	p/kg	70	
2.3	Chicken: Leg Quarters Frozen	5kg pack	p/kg	470	
2.4	Chicken: Livers Frozen	1 kg tub	p/kg	70	
2.5	Chicken: Portions Mixed	5kg pack	p/kg	200	
2.6	Chicken: Satay	Foam trays - cling wrapped	p/kg	60	
2.7	Chicken: Supreme	Vacuum sealed (5 per vac bag)	p/kg	1140	
2.8	Chicken: Thighs	5kg pack	p/kg	240	
2.9	Chicken: Whole	(1.6kg – 2kg each) 10kg box	p/kg	200	

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RFP Name: : For the supply and delivery of red meat and poultry to the Blue Train in Pretoria on an as and when required basis for a period of 36 months
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2.10	Chicken: Wings	5kg pack	p/kg	60	
2.11	Duck Breast	Vacuum sealed (5 per vac bag)	p/kg	1020	
2.12	Ostrich: Fillet whole	Vacuum sealed	p/kg	100	
3	DELI				
3.1	Ham Gyspey sliced	Vacuum sealed	p/kg	40	
3.2	Parma Ham (Sliced)	Vacuum sealed	p/kg	40	
3.3	Sausage Frankfurters	Vacuum sealed	p/kg	170	

PLEASE INDICATE DELIVERY PERIOD (TIMEFRAME) BELOW:

LEAD TIME FROM THE DATE OF PURCHASE ORDER: _____

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive
- c) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- d) Prices are to be quoted on a delivered basis to The Blue Train shed, Cnr 3rd Avenue & Skietspoort street, Salvokop, Pretoria, 0001
- e) 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.
- f) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for a period of 6 months, subject thereafter to adjustment (i.e. after the initial period of 6 months), utilizing the price adjustment formula. [Not to be confused with bid validity period Section 1, clause 1]

YES	
-----	--

Respondent's Signature

Date & Company Stamp

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	
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2 PRICE REVIEW

2.1 The successful Respondent(s) [the Supplier] will be obliged to submit a price review after six months. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Supplier's price(s) is/are found to be higher than the benchmarked price(s), then the Supplier shall match or better such price(s) within 30 [thirty] calendar 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

Purchase orders will be placed on the Supplier(s) from time to time as and when Goods are required.

3.1 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.

3.2 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 guideline in establishing lead times and monthly delivery requirements with the Supplier.

3.3 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 Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.

3.4 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*]

3.5 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:

3.6 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

Respondent's Signature

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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 /SPOILED 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/spoiled goods:

5 RED MEAT AND POULTRY PRODUCERS

The Respondents must state hereunder the actual red meat/poultry producer(s) of the Goods tendered for:

5.1 Local red meat /poultry producer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

6 INSPECTION DETAILS

The Respondents must state the actual name(s) and address/addresses of the suppliers of the Goods for inspection purposes only:

6.1 Local red meat/ produce (s)

RFP ITEM NO.	NAME	BUSINESS ADDRESS

7 NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [the Supplier] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in Section 3 [Specifications]

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of this RFP, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, 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 Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

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

NO	
-----------	--

8 SERVICE LEVELS

- 8.1 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.
- 8.2 Transnet will have quarterly reviews with the Supplier's account representative on an on-going basis.
- 8.3 Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 8.4 The Supplier 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 Supplier 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
- 8.5 The Supplier must provide a telephone number for customer service calls.
- 8.6 Failure of the Supplier 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 Supplier of its intention to do so.

Acceptance of Service Levels:

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

NO	
-----------	--

9 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

- 9.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall

Respondent's Signature

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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:

<input type="checkbox"/> YES	<input type="checkbox"/>
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<input type="checkbox"/> NO	<input type="checkbox"/>
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If "yes", please specify details in paragraph 14.2 below.

9.2 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.

10 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 Supplier, in relation to:

10.1 **Quality and specification of Goods delivered:**

10.2 **Continuity of supply:**

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

Preview Copy

Respondent's Signature

Date & Company Stamp

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

preview copy

Respondent's Signature

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12 FINANCIAL STABILITY

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

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: _____

preview copy

Respondent's Signature

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**RFP FOR THE SUPPLY AND DELIVERY OF RED MEAT AND POULTRY TO THE BLUE TRAIN IN
PRETORIA ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

Section 4: PROPOSAL 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 proposal 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 bidder(s).

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

Preview copy

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 RFP documents.

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

- (i) Terms and Conditions of Contract - Goods
- (ii) General Bid Conditions – Goods; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

Respondent's Signature

Date & Company Stamp

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award/intent, this Proposal [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 Proposal [and, if any, its covering letter and any subsequent exchange of 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 Proposal, 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 Proposals afresh and/or having to accept any less favourable Proposal.

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 RFP including the delayed delivery of the Goods due to non-performance by ourselves, failure to meet B-BBEE Improvement Plan commitments. In addition, I/we agree that non-compliance with any of the material terms of this RFP, 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 RFP. 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 Proposal 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:

Address:

Respondent's Signature

Date & Company Stamp

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Proposals 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 30 November 2016

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 RFP 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. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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	
SECTION 9 : Certificate of attendance of compulsory RFP briefing	
SECTION 13 : A fully completed clause by clause compliance to specification	
<ul style="list-style-type: none"> A valid certified copy of SANS 10330/SANS 10049 HACCP (Hazard Analysis & Critical Control Point) certificate 	
<ul style="list-style-type: none"> A valid certified copy of certificate of acceptability for food premises and transportation 	

Respondent's Signature

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b) Essential Returnable Documents

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

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

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 1 : Proof of registration on the Central Supplier Database	
SECTION 4 : Proposal 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 RFP 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 2 previous years	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 5 : RFP 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 Proposals 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]
A valid letter of good standing with the Compensation Commissioner issued by Department of Labour	
Pest control programme	
Method of Transport	
ANNEXURE A : B-BBEE Improvement Plan	
ANNEXURE B : SHE Management system questionnaire	

Respondent's Signature

Date & Company Stamp

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 RFP. 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 RFP, 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.

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

Bidders 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 Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

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

- 1 General-Bid Conditions*
- 2 Terms and Conditions of contract for the supply of Goods to Transnet*
- 3 Supplier Integrity Pact
- 4 Non-disclosure Agreement*
- 5 Specifications and drawings included in this RFP
- 6 Supplier Development initiatives included in this RFP
- 7 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.		

Respondent's Signature

Date & Company Stamp

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: _____

preview copy

Respondent's Signature

Date & Company Stamp

RFP Name: : For the supply and delivery of red meat and poultry to the Blue Train in Pretoria on an as and when required basis for a period of 36 months
RFP Number: ERACES 3836-21843

RFP for Goods
Version May 2016

**RFP FOR THE SUPPLY AND DELIVERY OF RED MEAT AND POULTRY TO THE BLUE TRAIN IN
PRETORIA ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

Section 5: RFP 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 RFP Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
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 RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP 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:

Respondent's Signature

Date & Company Stamp

Indicate nature of relationship with Transnet:

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

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

BREACH OF LAW

12. 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 _____ on this _____ day of _____ 20____

Respondent's Signature

Date & Company Stamp

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

preview copy

Respondent's Signature

Date & Company Stamp

**RFP FOR THE SUPPLY AND DELIVERY OF RED MEAT AND POULTRY TO THE BLUE TRAIN IN
PRETORIA ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

Section 6: RFP CLARIFICATION REQUEST FORM

RFP No: ERACES 3836-21843

RFP deadline for questions / RFP Clarifications: Before 12:00 three days prior to closing date

TO: Transnet SOC Ltd
ATTENTION: Edwin Senne
EMAIL: edwin.senne@transnet.net
DATE: _____
FROM: _____

RFP Clarification No [to be inserted by Transnet]

REQUEST FOR RFP CLARIFICATION

Preview Copy

Respondent's Signature

Date & Company Stamp

**RFP FOR THE SUPPLY AND DELIVERY OF RED MEAT AND POULTRY TO THE BLUE TRAIN IN
PRETORIA ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD 36 MONTHS**

Section 7: B-BBEE 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 Bidder 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 Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by 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

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- 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 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 contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 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 bidder;
- 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 contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 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 Bidder obtaining the highest number of total points for the evaluation criteria as enumerated

Respondent's Signature

Date & Company Stamp

in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.

- 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 Bidder 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 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 Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 4.2 Bidders 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 Certificates.
- 4.3 Bidders 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.

Respondent’s Signature

Date & Company Stamp

- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders 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 f 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 based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders 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 Bidder 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 Bidder 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.

Respondent's Signature

Date & Company Stamp

4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 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 Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 10 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?%
- (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

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporations
- Company (Pty) Ltd

(v) Describe Principal Business Activities
.....
.....

(vi) Company Classification [TICK APPLICABLE BOX]

Respondent's Signature

Date & Company Stamp

- Manufacturer
 - Supplier
 - Professional Service Provider
 - Other Service Providers, e.g. Transporter, etc
- (vii) 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 contractor 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 Bidder or contractor, its shareholders and directors, and/or associated entities, or 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.

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WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

Respondent's Signature

Date & Company Stamp

**RFP FOR THE SUPPLY AND DELIVERY OF RED MEAT AND POULTRY TO THE BLUE TRAIN IN
PRETORIA ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

Section 8: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers 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 BBEE status over the contract period.

Additional contractual requirements

Should a contract be awarded through this RFP 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 Supplier will need to ensure that the relevant mechanisms and procedures are in place to allow Transnet access to information to measure and verify the Supplier's compliance with its stated B-BBEE Improvement commitments.
- c) The Supplier 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 Supplier 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 Proposals by completion of **Annexure A** appended hereto. [*Refer Annexure A for further instructions*]

Respondent's Signature

Date & Company Stamp

**RFP FOR THE SUPPLY AND DELIVERY OF RED MEAT AND POULTRY TO THE BLUE TRAIN IN
PRETORIA ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

Section 9: CERTIFICATE OF ATTENDANCE OF COMPULSORY SITE MEETING / RFP BRIEFING

It is hereby certified that –

1. _____
2. _____

Representative(s) of _____ *[name of entity]*
attended the RFP briefing in respect of the proposed Goods to be supplied in terms of this RFP on
_____20__

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

preview copy

Respondent's Signature

Date & Company Stamp

**RFP FOR THE SUPPLY AND DELIVERY OF RED MEAT AND POULTRY TO THE BLUE TRAIN IN
PRETORIA ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

Section 10: PEST CONTROL PROGRAMME

Respondents are required to submit the pest control programme. Please submit a separate attachment of the pest control programme with the RFQ.

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

If it not provided, it will have a negative influence on your technical evaluation scoring.

preview copy

Respondent's Signature

Date & Company Stamp

**RFP FOR THE SUPPLY AND DELIVERY OF RED MEAT AND POULTRY TO THE BLUE TRAIN IN
PRETORIA ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

Section 11: DELIVERY SCHEDULE

Respondents are required to indicate delivery schedule.

Please indicate delivery period (timeframe) below:

Lead time from the date of purchase order: _____

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

NO	
-----------	--

If it not provided, it will have a negative influence on your technical evaluation scoring.

preview copy

Respondent's Signature

Date & Company Stamp

**RFP FOR THE SUPPLY AND DELIVERY OF RED MEAT AND POULTRY TO THE BLUE TRAIN IN
PRETORIA ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

Section 12: METHOD OF TRANSPORT

Method of transport to be used in the execution of this agreement in terms of the Agreement Conditions and specifications

i) **Method of transport immediately available for work tendered for:**

(ii) **Method of transport on order and which will be available for work tendered for:**

(iii) **Method of transport to be acquired for the work tendered for:**

Respondent's Signature

Date & Company Stamp

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RFP FOR THE SUPPLY AND DELIVERY OF RED MEAT AND POULTRY TO THE BLUE TRAIN IN PRETORIA ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS

Section 13: CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO SPECIFICATION

NB: Please complete in full in the columns provided by writing (Yes/Comply) or (No/Do not Comply) and provide comments/reasons for non-compliance			
Scope of Requirements	Comply or Yes/Positive Compliance	Does Not Comply or No/Negative Compliance	Comments/Reasons for non-compliance
Clause 3.1 Transnet Freight Rail requires the supply and delivery of red meat and poultry to the Blue Train in Pretoria on an as and when required basis for a period of 36 months			
Clause 3.1.1 To source and provide assorted uncooked red meat and poultry products for The Blue Train on a weekly basis or as and when required. Orders will be placed 48 hours in advance.			
Clause 3.1.2 The delivery dates and times are critical and must strictly be adhered to as The Blue Train has a scheduled departure time that cannot be deviated from. Warehouse location is: The Blue Train shed, Cnr 3 rd Avenue & Skietspoort Street, Salvokop, Pretoria, 0001			
Clause 3.1.3 The Respondent must have hygiene & pest control program in place and willing to accommodate a site visit at the warehouse/store by The Blue Train Management periodically. The following certification/accreditation must accompany the RFP documents. <ul style="list-style-type: none"> SANS 10330/SANS 10049 HACCP (Hazard Analysis & Critical Control Point) Certificate Certificate of Acceptability for food premises and transportation <p>An inspection on the premises of the successful respondent will be conducted periodically; Annexure C and D are the checklists that will be used for the inspection.</p>			

Respondent's Signature

Date & Company Stamp

Clause 3.1.4 The Pest Control program must include the frequency, method and treatment for the extermination, prevention and monitoring of all pest and rodents. Proof that a pest control service was rendered by a registered company must be submitted with the RFP document.						
Clause 3.1. 5 The red meat and poultry must be strictly A-grade unless otherwise requested by The Blue Train management.						
Clause 3.1.6 The Respondent must be in the position to deliver the required goods upon short notice due to the flexibility and nature of the hospitality business.						
Clause 3.1.7 All deliveries must be conducted in a refrigerated vehicle and the delivery temperatures of the products must be strictly adhered to as per HACCP standards. All deliveries to be supported with official documents, quantity and quality to be verified with The Blue Train warehouse controller.						
Clause 3.1.8 The Respondent must comply with any in-house rules and regulation stipulated by Transnet when entering Transnet premises at all times						
Clause 3.1.9 Estimated Quantities: The quantities below are estimates and not guaranteed. Deliverable quantities to be confirmed as and when required by order, meat requirements, cuts and portion sizes may change in line with seasonal menu changes.						
MEAT						
Beef: Fillet Whole (kg)	Vacuum sealed	p/kg	1500			
Beef: Sausage Chipolata	Foam trays -cling wrapped	p/kg	400			
Beef: Biltong Sliced-assorted	Foam trays -cling wrapped (500 g)	p/kg	300			
Beef: Biltong Sticks-assorted	Foam trays -cling wrapped (500 g)	p/kg	120			
Beef: Boerewors thick	Foam trays -cling wrapped	p/kg	500			
Beef: Burger Patties 100% Beef	Foam trays -cling wrapped(120g)	p/kg	100			
Beef: Burger	Foam trays -cling	p/kg	180			

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Respondent's Signature

Date & Company Stamp

Patties 100% Beef	wrapped (150g)					
Beef: Chuck Portions (200g-300g)	Foam trays -cling wrapped	p/kg	700			
Beef: Meatballs (60g)	Foam trays -cling wrapped	p/kg	60			
Beef: Mince(lean)	Foam trays -cling wrapped	p/kg	470			
Beef: Rump Steak (200g-300g)	Foam trays -cling wrapped	p/kg	100			
Beef: Rump Steak Whole	Vacuum sealed	p/kg	100			
Beef: Satay/Kebab (240mm skewer)	Foam trays -cling wrapped	p/kg	50			
Beef: Sirloin Steak (200g-300g)	Foam trays -cling wrapped	p/kg	100			
Beef: Sirloin Whole	Vacuum sealed	p/kg	100			
Beef: Topside whole	Vacuum sealed	p/kg	90			
Lamb: Rack (French trimmed-8 bone)	Vacuum sealed	p/kg	1350			
Lamb: Chops Braai (Rib cut)	Foam trays -cling wrapped	p/kg	120			
Lamb: Leg Whole	Vacuum sealed	p/kg	100			
Lamb: Satay Kebab (240mm skewer)	Foam trays -cling wrapped	p/kg	240			
Lamb: Shank frozen (450-600g)	(15 kg box)	p/kg	100			
Pork: Bacon Back sliced	Vacuum sealed (500g)	p/kg	220			
Veal: Rack	Vacuum sealed	p/kg	50			
Venison: Eland Loin Whole	Vacuum sealed	p/kg	250			
Venison: Springbok Fillet Whole	Vacuum sealed	p/kg	50			
Venison: Springbok Loin Whole	Vacuum sealed	p/kg	180			

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POULTRY						
Chicken: Breast Frozen	10 x 1kg box	p/kg	200			
Chicken: Drum Sticks Frozen	5kg pack	p/kg	70			
Chicken: Leg Quarters Frozen	5kg pack	p/kg	470			
Chicken: Livers Frozen	1 kg tub	p/kg	70			
Chicken: Portions Mixed	5kg pack	p/kg	200			
Chicken: Satay	Foam trays -cling wrapped	p/kg	60			
Chicken: Supreme	Vacuum sealed (5 per vac bag)	p/kg	1140			
Chicken: Thighs	5kg pack	p/kg	240			
Chicken: Whole	(1.6kg – 2kg each) 10kg box	p/kg	200			
Chicken: Wings	5kg pack	p/kg	60			
Duck Breast	Vacuum sealed (5 per vac bag)	p/kg	1020			
Ostrich: Fillet whole	Vacuum sealed	p/kg	100			
DELI						
Ham Gyspey sliced	Vacuum sealed	p/kg	40			
Parma Ham (Sliced)	Vacuum sealed	p/kg	140			
Sausage Frankfurters	Vacuum sealed	p/kg	170			

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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.	<i>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.</i>		
2. The percentage of your business owned by Black women.	<i>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.</i>		
3. The percentage of the business owned by Black youth ²	<i>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.</i>		
4. The percentage of the business owned by Black persons living with disabilities	<i>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.</i>		
5. New Entrants ³ (Early stage business)	<i>Provide a commitment based on the extent to which new entrants will be supported over the contract period.</i>		

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>		
PREFERENTIAL PROCUREMENT INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
19. B-BBEE procurement spend from all Empowering Suppliers ⁴ based on the B-	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained</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.

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<p>BBEE procurement recognition level as a percentage of total measured procurement spend</p>	<p><i>or increased over the contract period.</i></p>		
<p>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</p>	<p><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></p>		
<p>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</p>	<p><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></p>		
<p>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</p>	<p><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></p>		
<p>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</p>	<p><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></p>		
<p>24. B-BBEE Procurement Spent from Designated Group⁵ Suppliers that are at least 51% Black owned</p>	<p><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></p>		

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(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.

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.

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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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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;

Respondent's Signature

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ANNEXURE B: TENDERER SHE MANAGEMENT SYSTEM QUESTIONNAIRE



This questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

Failure to complete and provide supporting documents will result in your bid viewed as non-responsive

The information provided in this questionnaire is an accurate summary of the company's SHE management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer SHE Management System Questionnaire	Yes	No
1. SHE Policy and Management		
- Is there a written company SHE policy?		
- If yes provide a copy of the policy (ANNEXURE #)		
- Does the company have an SHE Management system e.g. NOSA, OHSAS, IRCA System etc		
- If yes provide details		
- Is there a company SHE Management System, procedures manual or plan?		
- If yes provide a copy of the content page(s)		
- Are the SHE responsibilities clearly identified for all levels of Management and employees?		
- If yes provide details		
2. Safe Work Practices and Procedures		
- Are safe operating procedures or specific safety instructions relevant to its operations available?		
- If yes provide a summary listing of procedures or instructions		
- Is there a SHE incident register?		
If yes provide a copy		
- Are Risk Assessments conducted and appropriate techniques used?		
- If yes provide details		
3. SHE Training		
Describe briefly how health and safety training is conducted in your company:		
- Is a record maintained of all training and induction programs		



<p>undertaken for employees in your company?</p> <p>- If yes provide examples of safety training records</p>		
4. SHE Workplace Inspection		
<p>- Are regular health and safety inspections at worksites undertaken?</p> <p>-If yes provide details</p>		
<p>- Is there a procedure by which employees can report hazards at workplaces?</p> <p>- If yes provide details</p>		
5. SHE Consultation		
<p>- Is there a workplace SHE committee?</p>		
<p>- Are employees involved in decision making over SHE matters?</p> <p>- If yes provide details</p>		
<p>- Are there appointed SHE representatives?</p> <p>- Comments</p>		
6. SHE Performance Monitoring		
<p>- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</p> <p>- If yes provide details</p>		
<p>- Are employees regularly provided with information on company health and safety performance?</p> <p>- If yes provide details</p>		
<p>Is company registered with workmen's compensation and up to date?</p> <p>- If yes provide proof of letter of good standing</p>		
<p>- Has the company been fined or convicted of an occupational health and safety offence?</p> <p>- If yes provide details</p>		

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Safety Performance Report



Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 200 000 divided by number of man hours worked for the period

Signed
(Tenderer)

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RFP ERACES 3836- 21843 For the supply and delivery of red meat and poultry to the Blue Train in Pretoria on an as and when required basis for a period of 36 months.

TRANSNET



Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that that have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

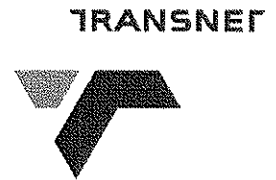
and

The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

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PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders / Suppliers.



In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

• OBJECTIVES

- Transnet and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

• COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles

- Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.
- Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

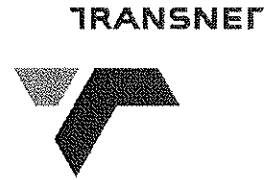
• OBLIGATIONS OF THE BIDDER / SUPPLIER

- The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:



- a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
- b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- o The acceptance and giving of gifts may be permitted provided that:
 - a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
 - b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
 - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
 - d) a Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
 - e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
 - f) a Bidder / Supplier may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any bid evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
 - g) a Bidder / Supplier may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- o The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- o The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- o The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- o A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- o The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

- o The Bidder / Supplier shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- o The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.



• **INDEPENDENT BIDDING**

- o For the purposes of that Certificate in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- o The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- o In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- o In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- o The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- o Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- o Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

• **DISQUALIFICATION FROM BIDDING PROCESS**

TRANSNET



- If the Bidder / Supplier has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- If the Bidder / Supplier has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

• **TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

- All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
 - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and



(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

h) has litigated against Transnet in bad faith.

- o Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.
- o Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

• **PREVIOUS TRANSGRESSIONS**

- o The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder / Supplier's database or any bidding process.
- o If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document).

• **SANCTIONS FOR VIOLATIONS**

- o Transnet shall also take all or any one of the following actions, wherever required to:
 - a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
 - c) Recover all sums already paid by Transnet;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
 - e) Cancel all or any other contracts with the Bidder / Supplier; and
 - f) Exclude the Bidder / Supplier from entering into any bid with Transnet in future.

• **CONFLICTS OF INTEREST**

- o A conflict of interest includes, inter alia, a situation in which:
 - a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- o A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
 - a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.



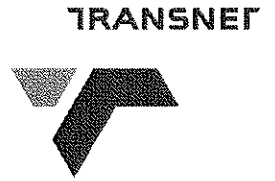
- If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:
 - a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
 - The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.
- **MONITORING**
 - Transnet will be responsible for appointing an independent Monitor to:
 - a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for less than R100,000.000 (one hundred million Rand) in value;
 - b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for greater than R100,000.000 (one hundred million Rand) in value; and
 - c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier, irrespective of value.
 - The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Supplier Code of Conduct.
- **EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA**

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

 - a) Examine the financial records, documentation and or electronic data of the Bidder / Supplier / Transnet. The Bidder / Supplier / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.
- **DISPUTE RESOLUTION**
 - Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph - above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
 - a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
 - b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;
 - c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
 - d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.
- **GENERAL**
 - This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
 - The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

RFP ERACES 3836- 21843 For the supply and delivery of red meat and poultry to the Blue Train in Pretoria on an as and when required basis for a period of 36 months.

- The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.



The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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RFP: ERACES3836-21843 For the supply and delivery of red meat and poultry to the Blue Train on an as and when required basis for a period of 36 months

Availability of Food Safety Management System Certification / Proof of Self Declaration Supplier Evaluation Checklist (based on Prerequisite Program (PRP) - SANS 10049)

Auditor/Evaluator Name: _____

Date: _____



Supplier Name: _____

QUALITY CRITERIA	Budget Points	Scores Obtained	Qualifying Score	Comments
Compliance with Legislation	6		3	
Is there proof of knowledge and Access to relevant National legislation and local municipality by-laws to be complied with? See attached List of Food Safety Related Acts.	6			
Documentation Requirement	8		4	
Are Food Safety management documents and records available and controlled?	8			
Management Responsibility	10		5	
Is the PRP/Food Safety policy documented, approved, communicated and understood?	2			
Are Responsibilities and authorities defined, communicated and understood?	2			
Is the Food Safety Management Representative(s) appointed?	2			
Are there adequate food safety related Resources provided?	2			
Is the Food Safety Meeting held and minutes thereof kept?	2			
Prerequisite Programs Requirement	10		5	
Identification				
Do building design, layout and conditions meet the food handling requirements?	2			
Are all Equipment made of material appropriate for food handling and easy to clean?	2			
Are Hygienic operating requirements documented, communicated and understood by all in the company?	2			
Are Hygienic operating requirements documented, communicated and understood by all in the company?	2			
Are personnel directly handling the food trained on Food Safety and given necessary PPE?	2			
The handling, preparation, processing, packaging, transportation and storage	22		11	
Are General conditions of the ingredients and the food product monitored and recorded?	2			
Are Food safety specifications for the processes and products documented, maintained and communicated?	2			
Are Purchasing processes and procedures documented and followed?	2			
Are processes for controlling the products/services supplied by customers documented, communicated and followed?	2			
Are processes for Receiving food product ingredients documented and followed?	2			
Are Storage areas appropriate for food product materials, monitored and results recorded?	2			
Are the Food handling, processing, inspection and testing procedures and processes in place?	2			
Are the food Identification and traceability processes established and followed throughout the production?	2			
Is food safe appropriate Labelling and packaging documented and adhered to?	2			
Is the Ingredients and food Shelf life determined and followed? How is expired food and ingredient ? Any proof available?	2			
Is the Transportation and delivery of the Ingredients and prepared food product food safe appropriate?	2			
Control of Non-Conformities	12		6	
Are Nonconformity review process of Ingredients and prepared food documented, adhered to and recorded?	4			
Is Waste disposal/Management procedure documented, adhered to and recorded?	4			
Is the Product recall/withdrawal procedure in place, mock recall conducted and recorded?	4			
Verification and Improvement of the PRPs and the unsafe food product	12		6	
Is the Correction and corrective action procedure documented and adhered to?	4			
Is the Preventive action procedure and plan in place, adhered to and recorded?	4			
Are Internal audits procedure established; audits planned, conducted and reported; and followed-up?	4			
TOTAL SCORE	80		40	

Annexure D:

Supplier Floor/Site Plan Checklist

TRANSNET



Food Safety Prerequisite Program (based on SANS 10049)

RFP: ERACES3836-21843 For the supply and delivery of red meat and poultry to the Blue Train on an as and when required basis for a period of 36 months

Auditor/Evaluator Name: _____

Date: _____

Supplier Name: _____

An accurate floor/site plan should include a kitchen/preparation area's schematic that shows product and employee traffic flow, storm water drainage, to identify potential areas of cross-contamination, and a detailed process-flow diagram that identifies potential sources and controls of hazards.

Requirement	Finding Comment
1. Does the process-flow diagram cover all steps of the operation, from receiving of ingredients to food serving, regardless of its size or complexity?	
2. Is the process-flow diagram simple and contains sufficient details?	
3. Does the kitchen floor plan indicate the flow of incoming ingredients from receiving through storage, preparation, processing, dishing up, serving (or storage and transportation of the food where applicable), dedicated cleaning equipment storage and hand washing basins etc.?	
4. Does the kitchen floor plan indicate movement of cooked food, waste, cleaning chemicals, gas, water and employees throughout the work areas, including rest rooms, change rooms, shower rooms and lunch rooms?	
5. Does the kitchen floor plan identify potential areas for cross-contamination in the work areas (for example, locations where allergens could unexpectedly come in contact with non-allergen ingredients, locations where raw materials could come in contact with cooked food)?	
6. Does the kitchen floor plan get periodically verified by walking through the storage, preparation, dishing up, serving and/or cleaning of areas to confirm that all steps have been included and that food and employee flows are accurate?	
7. Have variances that may occur on different shifts or during service provision cycles been adequately considered?	
8. Is the layout of equipment such as stoves, fridges, mixers etc. in a way that facilitates easy access to clean/maintain the equipment?	
9. Does the floor plan show the facility and surrounding areas such as parking, storm drains, floor water drains, bate stations, insect catchers and waste areas?	
10. Is wash bay for cleaning and delivery equipment addressed on the floor plan?	
11. Does floor plan indicate equipment positioned to prevent raw meats from mixing with ready-to-eat foods such as salads?	
12. Are storage areas dedicated for different food commodities addressed and identified on the floor plan? e.g. putting the salad prep station on the opposite end from where raw meat is handled will keep foods from contaminating each.	

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