

TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30
[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No PTH/53778

DESCRIPTION: SUPPLY AND DELIVERY OF REFRESHMENTS

REQUIRED AT: PORT ELIZABETH

PERIOD: 12 MONTHS

ISSUE DATE: 09 OCTOBER 2015

CLOSING DATE: 20 OCTOBER 2015

CLOSING TIME: 12:00

"PREVIEW COPY ONLY"

**Section 1
NOTICE TO BIDDERS**

Quotations are requested from interested persons, companies, close corporations or enterprises (hereinafter referred to as the "Respondent(s)") to supply the above-mentioned requirement to Transnet.

On or after 09 October 2015 RFQ document may be inspected at, and are obtainable from the Regional Supply Chain Service Office, FC Sturrock Building, Ground Floor Foyer, Tender Office, Fleming Street, Port Elizabeth.

Arrangements for the collection of the RFQ documents can be made with Me. Ronelle Blom on telephone number 041 – 507 2720/21 or email: ronelle.blom@transnet.net or phumla.maldaka@transnet.net

No RFQ/tender fee is applicable and will be issued "FREE OF CHARGE" to all respondents.

Quotations which must be completed as indicated in Section 3 of this RFQ are to be submitted as follows:

METHOD: Post and/or courier

CLOSING VENUE: **Postal Address:**
 Transnet SOC Limited
 PO Box 13213
 Humewood
 Port Elizabeth
 6013

Physical Address:
 Transnet SOC Limited
 Secretariat of the Acquisition Council, Admin Support Office
 Ground Floor Foyer (**Tender Box**)
 FC Sturrock Building
 Fleming Street
 Port Elizabeth
 6001

NB: Quotations must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No	: PTH/53778
Description	: Supply & Delivery of Refreshments for PE
Closing date and time	: 20 October 2015 at 12h00
Closing address (refer to abovementioned options)	

1 Responses to RFQ

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

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

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

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

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

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

3 Communication

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

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

Name: Granville van der Merwe Email: granville.vandermerwe@transnet.net
Telephone: 041 - 5072715

Respondents may also, at any time after the closing date of the RFQ, communicate with the Admin Support Office on any matter relating to its RFQ response:

Telephone 041 - 5072721 Email: ronelle.blom@transnet.net

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Prices Subject to Confirmation

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

8 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

9 Disclaimers

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

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

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

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

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

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

10 Specification

Transnet Freight Rail requires the supply and delivery of refreshments on an as and when required basis to various delivery points in Port Elizabeth for a period of 12 months. The required refreshments will include the following:

- Milk, Coffee, Tea, Sugar, Biscuits, Fruit Juices, Cold Drinks (Cans), Bottled Water, Milk Powder and Sweeteners

Note: The quantities for the abovementioned goods will be based on estimated quantities only and is given as a guideline of what Transnet anticipates to procure over a period of 12 months on an as and when required basis. Transnet will not be bound in any way to purchase these goods and quantities if not required.

Delivery Lead Time

A delivery lead time of 3 workings days are required after receipt of a purchase order and bidders must specify in the RFQ if they will be able to comply with a 3 day delivery lead time in section 3 of the RFQ.

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

TIP-OFFS ANONYMOUS: 0800 003 056

Returnable Document

<u>RFQ FOR THE SUPPLY & DELIVERY OF:</u>	REFRESHMENTS TO PORT ELIZABETH AREA
<u>CLOSING VENUE:</u>	TRANSNET SOC LIMITED SECRETARIAT OF THE ACQUISITION COUNCIL, ADMIN SUPPORT OFFICE TENDER BOX, GROUND FLOOR FOYER, FC STURROCK BUILDING, FLEMING STREET, PORT ELIZABETH
<u>CLOSING DATE & TIME:</u>	20 OCTOBER 2015 @ 12h00
<u>VALIDITY PERIOD:</u>	90 (NINETY) BUSINESS DAYS

SECTION 2

EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

11 EVALUATION CRITERIA

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

Criterion/Criteria	Explanation
<u>Phase 1:</u> Administrative responsiveness Substantive responsiveness	Completeness of response and returnable documents Prequalification criteria must be met and whether the Bid materially complies with the scope and/or specification given: <ul style="list-style-type: none">Delivery Lead Time = 3 Days
Final weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none">Prices and price basis [firm]B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

12 Validity Period

Transnet desires a validity period of 90[ninety] Business Days from the closing date of this RFQ. This RFQ is valid until _____.

13 Disclosure of Prices Quoted

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

YES NO

Returnable Document

14 Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	

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

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

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

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

Respondent's Signature

Date & Company Stamp

Respondents to complete this section:

NAME OF RESPONDENT	
PHYSICAL ADDRESS	
.....	
Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

**SECTION 3
QUOTATION FORM**

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

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

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

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

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

Price Schedule

I/We quote as follows for the goods (as & when) required, on a "delivered nominated destination" basis, **including VAT:**

Item No	Description of Goods	Unit of Measure	Estimated Quantity	Unit Price (Incl. VAT & Delivery) (ZAR)	Estimated Total Item Price (Incl. VAT & Delivery) (ZAR)
1	Milk 1lt Long Life – Full Cream	each	1500		
2	Milk 1lt Long Life – 2% Low Fat	each	1000		
3	Coffee - Ricoffy 750grams	each	300		
4	Tea – Rooibos 80's	each	200		
5	Tea – Joko 100's	each	200		
6	Sugar Refined White 2.5kg	each	600		
7	Sugar Refined Brown 3kg	each	50		
8	Biscuits – Choice Assorted 200grams	each	100		
9	Ceres Fruit Juice (Assorted) 1Lt	each	100		
10	Ceres Fruit Juice (Assorted) 200ml	each	100		
11	Cold Drinks 340ml Cans	each	300		
12	Bottled Water 500ml - Still	each	500		
13	Milk Powder 1kg - Cremora	each	50		
14	Jacobs Coffee (200 gram)	each	50		
15	Hullets – Green Sweetener Sachets (Aspartane Free) (1000 x 1gram)	each	6		
16	Canderel Low Kilojule Sweetener (Red) (300 tablets)	each	25		
Gross Total (including VAT)			R		

Respondent's Signature

Date & Company Stamp

Returnable Document

NB: Delivery Lead Time must be specified below:

Delivery Lead-Time (As & When) from date of purchase order: _____ [days]

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, inclusive of VAT and Delivery
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) 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.
- d) The quantities as reflected above are estimates only and is given as a guideline of what Transnet anticipates to buy over a 12 month period on an as and when required basis. Transnet will not be bound in any way to purchase these goods or quantities if not required.

Special Clause re Firm Prices

Transnet desires a fixed price for the duration of the contract (twelve (12) months) however if the Tenderer is unable to comply with this period an alternative period must be stated. If the alternative period is acceptable to Transnet, any price increases after that period will be negotiated by both parties. The Tenderer must also indicate what indices the price increase will be based on. Should the parties fail to reach an agreement on the price increase, Transnet reserves the right to cancel any item from any resulting contract.

Failure to indicate any alternative period will be interpreted the prices are firm for the duration of the contract and no price increase requests will be entertained.

Price firm for (*state period*)

Price increases will be subject to

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.

"PREVIEW COPY ONLY"

Returnable Document

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

1. Specifications and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet’s website or upon request:
 - 2.1. General Bid Conditions;
 - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 2.3. Supplier Integrity Pact;
 - 2.4. Non-disclosure Agreement; and
 - 2.5. Vendor Application Form and all supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

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

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
 Name _____

2 _____
 Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

Returnable Document

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

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

BREACH OF LAW

10. We further hereby certify that I/we ~~have~~ **have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

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