



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No SAZ/2008/2016

FOR THE SERVICE PROVISION OF AN ONSITE CANTEEN SERVICE AT THE TRANSNET FREIGHT RAIL, SALKOR DEPOT, SALDANHA FOR A PERIOD OF TWO (2) YEARS

FOR DELIVERY TO: Salkor Building at Saldanha

ISSUE DATE: 24 March 2017

CLOSING DATE: 11 April 2017

CLOSING TIME: 10:00

VALIDITY PERIOD: 90 days

Section 1
NOTICE TO BIDDERS

1 Invitation to bid

DESCRIPTION	Service provision of an onsite Canteen Service at Salkor Saldanha
BID FEE AND BANKING DETAILS	<p>R250.00 [inclusive of VAT] per set. Payment is to be made as follows:</p> <p>Account Name : Transnet Freight Rail Account : Standard Bank Account number : 203158598 Branch code : 004805 Reference No. : SAZ/2008/2016</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Proposal.</p>
INSPECT / COLLECT DOCUMENTS FROM	<p>This bid may be downloaded free of charge directly from the Transnet Freight Rail tender website at; http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</p> <p>This bid may also be downloaded from the National Treasury eTender Publication Portal at www.etenders.gov.za</p> <p>Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] per set 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 one (1) day in advance and the tender document may be collected between 09:00 and 15:30 from 24 March 2017 until 30 March 2017</p> <p>This RFQ may be picked up from the following address: RECEPTION, TRANSNET PARK BUILDING, ROBERT SOBUKWE ROAD, BELLVILLE</p>
COMPULSORY/NON COMPULSORY BRIEFING SESSION	<p>A compulsory RFQ briefing will be conducted at the Salkor Building, Orex Road, Saldanha on the 31 March 2017, time 10:00, for a period of ± one hour. [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.</p> <p>1.1 A Certificate of Attendance set out in Section 7 hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFQ briefing.</p> <p>1.2 Respondents failing to attend the compulsory RFQ briefing will be disqualified.</p>
CLOSING DATE	<p>10: 00 on Tuesday 11 April 2017 This tender shall close punctually at the following address: The Chairperson, Transnet Park Building, Robert Sobukwe road, Bellville</p> <p>Saldanha based Tenderers must use the following address : The Secretariat Transnet Acquisition Council, Salkor Building, Ground Floor, Orex Road, Saldanha, 7395</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>
VALIDITY PERIOD	<p>90 Business Days from Closing Date. End of validity period: 11 July 2017</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 Transnet Freight Rail tender website 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 30 March 2017 by sending an email with their contact details to the following address: susan.dejong@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.</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>
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2 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.

3 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 explained in more detail in the B-BBEE Claim Form (Section 6), Transnet will award preference points to companies who provide proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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 6 and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

Note: Failure to submit valid and original (or certified copy of) proof of the Respondent's compliance with the B-BBEE requirements stipulated in Section 6 of this RFQ (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.

4 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: Estelle van wyk

Email: Estelle.vanwyk@transnet.net

Telephone: 021 940-1901

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

Telephone 021 940-3340

Email: susan.dejong@transnet.net

5 Legal Compliance

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

6 Changes to Quotations

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

7 Pricing

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

8 Prices Subject to Confirmation

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

9 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.

10 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;
- make no award at all;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise; and/or
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.

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 and/or place the Respondent on Transnet's list of Restricted Suppliers.

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document. In the event of any Respondent being notified of such short-listed/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

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 require goods at the quoted price.

Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

11 Specification/Scope of Work

11.1 Background and need

There are approximately 966 staff members at Salkor Depot. There is a constant need to provide Canteen and Catering services for meetings and Ad Hoc requests.

11.2 Scope of works

11.2.1 Canteen Services

- Provide meals for sale at breakfast and lunch during weekdays (Monday's to Friday's) between 07h30 and 16h00
- Provide Meals and cool drinks for sale at the cafeteria as per the supplied menu.
- The service provider may vary from the suggested menu as per customers demand. This will only be allowed by means of written consensus between Transnet Freight Rail management and the service provider.
- Provide attractive & professional looking food merchandising.
- Conserve energy and water as much as possible.
- Practice good waste management;
 - Separate and recycle waste (where possible).
 - Use recyclable material where possible.

11.2.2 Catering for meetings/special occasions

Provide catering (meals, crockery and cutlery) for meetings and special functions - per order

Transnet Freight Rail will be responsible for ensuring that there is:

- Certificate of Acceptability
- Air condition
- Extractor fan
- Fat trappers

- Industrial wash up sink
- Fly catchers screens
- Water taps
- Storage Space
- Ablution facilities
- Hand wash basins
- Double electric or Gas chip fryer
- Four plate electric or Gas stove
- Table top flat/char griller
- 8 x slices sandwich toaster
- Two and half doors, stainless steel under bar fridge
- 4 x stainless steel preparation tables
- Gas feeding to the kitchen equipment, but the refilling of the gas bottles will be the responsibility of the contractor

Service provider will be responsible to provide below equipment's and any other additional equipment that he/she might need, this will be at service provider's costs. The Equipment's provided by the Service Provider must meet (SABS) approved Standards

- Kitchen utensils (Pots, pans serving spoons etc.) crockery and cutlery
- Take away containers
- Food commodities Stock
- Supply refilling of gas bottles

11.3 General

The service provider will be required to:

- Regularly clean the Kitchen and the restaurant area using SABS approved chemicals;
- Service provider to deep clean extractor fan every 6 x months and Certification to be provided.
- Ensure that equipment is clean and compliant with statutory cleaning requirements;
- Must perform quarterly customer satisfaction surveys of which results must be discussed with Transnet Freight Rail, Management;
- Indicate menu options and pricing for all ad hoc catering including but not limited;
- Service provider will carry out fumigation of the Canteen and kitchen areas for pest control purposes.
- Service provider is responsible for all safety related issues for their employees.
- Service provider must provide first aid box that complies with,
(Occupational Health & Safety Act 85 / 1993)
- Price escalation on year 2 will be allowed based on CPI.
- The future contractor must provide an option to supply halaal meals as and when required.

11.4 Human Resources

Transnet Freight Rail will require that the staff employed by the service provider be managed in accordance with all relevant labour legislation in South Africa. The legislation includes, but is not limited to the "Labour Relations Act". "The skills Development Act" The Basic conditions of Employment Act" and the "Employment Equity Act".

Transnet Freight Rail will need to be satisfied with the training provision of the service provider and will assist with the setting of training standards, deliverables and standard operating procedures. Transnet Freight Rail will require a copy of the standard grievance and disciplinary procedures of the vendors.

11.5 Staff

- Total number of staff envisaged on this contract
- CV of manager with relevant experience earmarked to be an appropriate account manager for this account. The client holds the right to interview the manager offered by the successful tenderer and decline the person if unhappy with the offered person.

Note:

- Staff allocation is to include one full time manager on site to oversee daily operations. Other staff compliments, positions etc. are to be clearly indicated and responsibilities defined. The manager can be the chef/manager combination. The client reserves the right to interview all proposed managers and staff that the caterer intends placing on site for this project. The client also reserves the right to request staff changes if the personnel provided are in their opinion unsuitable i.e. not performing to required standards, do not fit in reduced performance etc.

Operating hours: Monday to Friday (Excluding Public Holidays) between 07h30 and 16h00

11.6 Quality

- Quality and consistency of products and service are paramount to Transnet Freight Rail operation. The Service provider required to detail their policy and standard on product quality and service as well as quality control mechanisms. The successful service provider will not be permitted to sub contract any of the work without the express written consent of Transnet Freight Rail.
- Service provider must comply with all Regulation R962 requirements
- Quarterly Kitchen hygiene audit must be conducted by SANAS accredited laboratory. This will be at the service provider's expense.
- Food storage practice and FIFO method must be followed daily
- Colour coded cutting boards must be used to prevent cross contamination
- All on site staff must wear appropriate uniform with clear name badges

11.7 No rental applicable

Transnet Freight Rail will provide the building (canteen) together with the equipment. The service provider will have to provide catering (meals) for meetings and special functions. The Supplier will not be billed for rental.

11.8 Supply and Refilling of gas

It will be for the account of the contractor to supply and refill the gas bottles.

11.9 Billing of water and electricity

TFR will bill the Contractor for water and electricity usage on site. The contractor will be liable for these costs.

12 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.

13 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

14 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Respondent who has failed to register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number: _____ Unique registration reference number: _____.

15 Tax Compliance

Regulation 14 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act (PPPFA) states that no tender may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order.

15.1 New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Respondents are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: _____

Tax Clearance Certificate & TCC Number: _____ and PIN: _____.

15.2 Tax Compliance Requirements for Foreign Entities

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate / tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on their tax obligation categorization. The affidavit must confirm an answer of "No" to **all** questions below in order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

- a) Is the entity a tax resident of the Republic of South Africa (RSA)?
- b) Does the entity have a branch/locally registered entity in the RSA?
- c) Does the entity have a permanent establishment in the RSA?
- d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?
- e) Is the entity liable in the RSA for any form of taxation in the current tax year?

If a Respondent's answers to any one (or more) of the questions above changes to a "Yes" at any time during the bid process and/or after award of the contract (should a particular Respondent be successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly with either a tax clearance certificate / tax clearance PIN issued by SARS.

16 Protection of Personal Data

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 37 of the General Bid Conditions.

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

TIP-OFFS ANONYMOUS: 0800 003 056

<p>RFQ FOR THE SUPPLY OF SERVICE CANTEEN & CATERING SERVICE AT SALKOR SALDANHA.</p> <p>CLOSING VENUE: Bellville: Transnet Park Building, Robert Sobukwe road, Bellville</p> <p>Saldanha: The Secretariat Transnet Acquisition Council, Salkor Building, Ground Floor, Orex Road, Saldanha, 7395</p> <p>CLOSING DATE & TIME: 04 April 2017 time 10:00</p> <p>VALIDITY PERIOD: 90 Business Days</p>
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SECTION 2**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS****1 Evaluation Criteria**

Transnet will utilise the following criteria in choosing a Service Provider, if so required:

Criterion/Criteria	Explanation
Administrative responsiveness	<ul style="list-style-type: none"> • Completeness of response and returnable documents • Submission of Mandatory Documents / Schedules • Submission of Essential Documents / Schedules • Submission of Other Documents / Schedules • All pages of the tender submission is signed by the Bidder/Respondent
Substantive responsiveness	<ul style="list-style-type: none"> • Prequalification criteria, if any, must be met • Section 3: Quotation Form • Annexure A Compliance Sheet • Health and Safety Plan • Food Safety Plan including quality management system for cold chain transportation • Quality control plan • Food safety awareness training program • Previous and current relevant experience • Gas operation certificate – Issued by SAQCC Gas • A business licence by the operator of the cafeteria
Functionality Threshold	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 70%. Health and safety plan, food safety plan including management system for cold chain transportation, quality control plan, food safety awareness training program, previous and current relevant experience.
Final weighted evaluation based on 90/10 preference point	<ul style="list-style-type: none"> • Pricing and price basis [firm] • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 6: B-BBEE Claim Form.

Functionality – (minimum threshold of 70%)

INTERPRETATION	POINTS
<p>Health and Safety Plan (HSP)</p> <p>Safety File Index</p> <p>Safety Work Method Statement</p> <p>Risk Assessment</p> <p>SHE Management System</p> <p>Six months synopsis of SHE incidents, description, type and action taken</p>	<p>25 (minimum of 15)</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>
<p>Food Safety Plan (FSP) including a Quality Management System (QMS) for Cold Chain Transportation.</p> <p>Detailed Food safety plan.</p> <p>Food safety plan content relevant to the menu.</p> <p>Quality Management System for Cold Chain (a system that can be measured, controlled, documented and validated).</p> <p>Available resources (refrigerated trucks, packaging and warehousing) that ensure an unbroken cold chain activities of storage and distribution.</p>	<p>20 (minimum of 15)</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>
<p>Quality control plan (QCP)</p> <p>Quality management plan.</p> <p>Kitchen hygiene Inspection, swabs and sample test plans (well – structured and design per activity)</p> <p>Index of SANS 10049 in detail</p> <p>General Practice & Procedures indicating clear understanding of intention to comply with legislation & meet Employer’s requirements.</p>	<p>15 (minimum of 10)</p> <p>3</p> <p>5</p> <p>4</p> <p>3</p>
<p>Food safety awareness training program</p> <p>Training material is structured and contract specific</p> <p>Quality Management System (QMS) accreditations</p> <p>Structured SAQA accredited training program</p>	<p>20 (minimum of 10)</p> <p>6</p> <p>4</p> <p>10</p>
<p>Previous / current relevant experience</p> <p>Experience of On Site Supervisor / Manager: Depth of experience (overall References / CV’S provided).</p> <p>Relevance of experience of company (Years of Experience Project Specific) – (comparable / similar projects)</p>	<p>20 (minimum of 10)</p> <p>10</p> <p>10</p>

2 Validity Period

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ.

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. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

With regard to the validity period of short-listed bidders, please refer to Section 1, paragraph 9.

This RFQ is valid until 7 July 2017.

3 Disclosure of Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

4 Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
Health & Safety Plan	
Food Safety plan including a quality management system for cold chain transportation	
Quality control plan	
Food safety awareness training program	
Previous & current relevant experience	
A business licence by the operator of the cafeteria is mandatory. This licence will be issued in the name of the contractor (not TFR)	

Mandatory Returnable Documents	Submitted [Yes or No]
Gas operation certificate (Issued by the South African Qualification and Certification Committee – SAQCC Gas)	
Annexure A Compliance Sheet	

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.

Essential Returnable Documents required for evaluation purposes:

Failure to provide all Essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. 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 USED FOR SCORING	SUBMITTED [Yes or No]
- Valid and original (or a certified copy) proof of Respondent's compliance to B-BBEE requirements stipulated in Section 6 of this RFQ:	

Other Essential Returnable Documents:

Failure to provide other essential Returnable Documents may 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 these essential Returnable Documents by indicating Yes or No in the table below:

OTHER ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
- 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	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 5: RFQ Declaration and Breach of Law Form	

Returnable Document

SECTION 6: B-BBEE Preference Claim Form	
SECTION 7 : Certificate of attendance of compulsory / non-compulsory Site Meeting / RFQ Briefing	
SECTION 8 : Certificate of Acquaintance with RFQ Documents	
SECTION 9 : RFQ clarification request form	
Letter of Good Standing	

5 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.

SECTION 3**QUOTATION FORM AND CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENT**

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; or Master Agreement; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

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

The appointed service provider will be required to supply the below as and when required:

ITEM:	PRICE	PRICE
	YEAR 1	YEAR 2
PLATTERS SERVING 10 PAX		
1. Selection of sandwiches platter		
2. 60g - Scones platter		
3. 60g - Muffins platter		
4. Savoury platter		
5. Selection of pastry platter		
6. Fruit platter		
7. Finger lunch platter		
8. French tartlets platter		
9. 60g - Croissants with different fillings platter		
10. 60g - 'Vetkoek' with fillings platter		

- *NB:**
1. All deliveries of Ad Hoc requests must be within 48hrs of request with valid Purchase Order.
 2. For items that are out of stock, service provider to suggest alternatives.

ITEM:	PRICE	PRICE
	YEAR 1	YEAR 2
BREAKFAST		
1. English Breakfast: (fried or scramble eggs, with tomato, mushroom, bacon, baked beans & pork or beef sausage)		
2. Economy Breakfast: (fried or scramble eggs, chicken Vienna, chips & tomato)		
3. Omelette Breakfast: (3-egg omelette with cheese, ham, onion, & pepper served with bacon, mushrooms & tomato)		
4. Veggie Omelette: (3-egg omelette, mixed peppers, mushrooms, onions & cheese, served with chips)		
5. Sleeper's Breakfast (fried eggs, Russian, chips, mushroom & tomato)		
6. Healthy Breakfast: (layers of muesli, fruit salad, plain yoghurt, berry compote & honey)		
7. French Toast: (2-slice white or brown bread, with grilled banana & golden syrup)		
TRAMAZZINI's		
8. Chicken mayo with cheese		
9. Beef, onion & cheese		
10. Cheese, onion, mixed peppers & mushrooms		
SANDWICHES (served with choice of Brown or White Bread)		
11. Cheese & tomato		
12. Egg, bacon & cheese		
13. Chicken mayo		
14. Cheese & Mushroom		
15. Plain Cheese		
16. Shibobo Dagwood (egg, cheese, chips, archer & Russian)		
BURGERS (100gr burger patty)		
17. Chicken Burger		
18. Beef Burger		
19. Chicken Style Veggie Burger with cheese		
20. Sleeper's Burger (bacon, egg, cheese & mayo)		
SALADS		
21. Chicken Salad 350gr		
22. Greek Salad 350gr		
23. Green Salad (peppers, onions, lettuce, tomato & cucumber)		

ITEM:	PRICE	PRICE
	YEAR 1	YEAR 2
FROM THE BASKET'S		
24. Meat Basket (chicken wings, beef chipolatas, meat balls & dipping sauce) with chips		
MEALS		
25. Chicken tikka with roti, chips & salsa		
26. Traditional Fish (hake) size 4/6 & chips		
27. Chicken Prego Roll with chips & salad		
28. Beef Prego with chips & salad		
29. Russian(100gr) & chips		
30. Boere Wors (140gr) Roll with relish & chips		
31. Quarter Chicken & chips		
MEAL OF THE DAY		
32. 1 x Protein (Meat), 1 x Starch, 1 x vegetable (daily rotation)		
SIDE ORDERS		
33. Slice cheese		
34. Extra mushrooms 40gr		
35. Slice tomato		
36. Chips /French fries large		
37. Archer 30gr		
38. Russian 100gr		
39. Fruit salad 400gr		
40. Assorted muffins 60gr		
41. Croissants 60gr		
42. 3-Rashers shoulder bacon		
43. Baked beans 50gr		
44. Pork sausage 100gr		
45. Beef sausage 100gr		
46. Chicken mayo 40gr		
47. Piece of Meat/stew 180gr		
48. Quarter chicken		
49. Slice bread		

ITEM:		PRICE	PRICE
		YEAR 1	YEAR 2
BEVERAGES			
<i>Soft drinks</i>			
50.	Coca Cola	330 ml	
51.	Coke Lite	330 ml	
52.	Sprite	330 ml	
53.	Sprite Zero	330 ml	
54.	Cream Soda	330 ml	
55.	Fanta Orange	330 ml	
56.	Stoney Ginger Beer	330 ml	
57.	Red Grapetizer	330 ml	
58.	Appletizer	330 ml	
<i>Fruit Juices</i>			
59.	Apple juice	450ml	
60.	Cranberry Juice	450ml	
61.	Orange Juice	450ml	
62.	Fruit Cocktail	450ml	
<i>Energy Drinks & Water</i>			
63.	Play Energy	250 ml	
64.	Play Energy	440 ml	
65.	Bonaqua Still water	500 ml	
66.	Flavoured Bonaqua Apple & Mint	500ml	
		Total price, exclusive of VAT	
		VAT (if applicable)	
		Total inclusive of VAT (where applicable)	

Delivery Lead-Time from date of purchase order: _____ [days/weeks]

Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

SECTION 4**CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet 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 in calculating tendered prices or any other purpose:

1. Transnet's General Bid Conditions*
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact*
4. Non-disclosure Agreement*
5. Vendor Application Form* and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading "Existing vendors".
Respondents are to note that the documents marked with a "*" are available on request or at the Transnet website (www.transnet.net). Please click on "Business with Us", proceed to the tab "Tenders" and then click on "Standard Bid Documents".

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid or update their information in the table below:

Transnet Operating Division [e.g. TFR, TE, etc.]	Vendor Number	Information still current [tick if applicable]	Information change [indicate detail of change/s & attach appropriate proof]

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ 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. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5**RFQ DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the 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:

[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 _____

SECTION 6**B-BBEE PREFERENCE POINTS CLAIM FORM**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.5 **Failure on the part of a bidder to 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 a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution **are not claimed**.

1.6 The purchaser 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 the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level 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;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised

competitive bidding processes or proposals;

- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"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 or 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;
- (l) **"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;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"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;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, 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;
- (r) **"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 Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"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
- (t) **"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 will be awarded the contract.
- 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 must be rounded off to the nearest 2 decimal places.

- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one 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 must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must 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 (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act **must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership**. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 5.3 **QSEs that are at least 51% Black owned or higher 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.

- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned 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.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 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.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 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 sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% 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 sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: . =(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 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.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

9.6 **COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) 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, the purchaser 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, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

Section 7

RFQ SAZ/2008/2017 : THE SUPPLY OF SERVICE CANTEEN & CATERING SERVICE AT SALKOR SALDANHA

CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING AND SITE VISIT

RFQ Briefing at the Salkor Building Saldanha

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the RFQ (Briefing) in respect of the proposed Goods to be supplied in terms of this RFQ on

_____ 20_____

TRANSNET’S REPRESENTATIVE

RESPONDENT’S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

Section 8

**RFQ FOR THE SERVICE PROVISION OF AN ONSITE CANTEEN SERVICE AT THE TRANSNET
FREIGHT RAIL, SALKOR DEPOT, SALDANHA
FOR A PERIOD OF TWO (2) YEARS**

CERTIFICATE OF ACQUAINTANCE WITH RFQ, TERMS & CONDITIONS & APPLICABLE DOCUMENTS

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. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, 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 any other purpose:

Transnet's General Bid Conditions.

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. A material deviation from any term or condition may result in disqualification.

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.

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 9

RFQ FOR THE PROVISION OF

AN ONSITE CANTEEN SERVICE AT THE TRANSNET FREIGHT RAIL, SALKOR DEPOT, SALDANHA FOR A PERIOD OF TWO (2) YEARS

RFQ CLARIFICATION REQUEST FORM

RFQ No: SAZ/2008/2016

RFQ deadline for questions / RFQ Clarifications: Before 12:00 on 27 February 2017

TO: Transnet SOC Ltd

ATTENTION: The Tender Administrator

EMAIL [cobus.carstens@transnet.net]

DATE: _____

FROM: _____

RFP Clarification No [to be inserted by Transnet]

REQUEST FOR RFP CLARIFICATION

Respondent's Signature

Date & Company Stamp

Section 9

**RFQ FOR THE PROVISION OF
AN ONSITE CANTEEN SERVICE AT THE TRANSNET FREIGHT RAIL, SALKOR DEPOT, SALDANHA
FOR A PERIOD OF TWO (2) YEARS**

REFERENCES

Please indicate below the company names and contact details of existing customer with similar projects whom Transnet may contact to seek third party evaluations of your current/previous service levels:

Name of Company	Nature of Work & Period	Telephone Number	Contact Person

Respondent's contact person: *[Please complete]*

Name :
Designation :
Telephone :
Cell Phone :
Facsimile :
Email :
Website :

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

TIP-OFFS ANONYMOUS: 0800 003 056