



TRANSNET FREIGHT RAIL
a Division of
TRANSNET LIMITED
(Registration No. 1990/000900/30)

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER: SAZ/52072

PROVIDE PREPARED MEALS AND REFRESHMENTS TO SCHOOL OF RAIL IN SALDANHA FOR A PERIOD OF 1 YEAR (12 MONTHS).

ISSUE DATE : 22 November 2012
CLOSING DATE : 4 December 2012
CLOSING TIME : 10H00

Please note that late responses and those delivered or posted to the wrong address will be disqualified.



RFQ NUMBER: SAZ/52072

PROVIDE PREPARED MEALS AND REFRESHMENTS TO SCHOOL OF RAIL IN SALDANHA FOR A PERIOD OF 1 YEAR (12 MONTHS).

SCHEDULE OF DOCUMENTS

Section

- 1. Notice to Bidders**
- 2. Project Specification**
- 3. Quotation form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFQ Documents**
- 6. Service fees and Costs**
- 7. Certificate of attendance of Briefing Session**

Annexure A - Supplier Declaration Form

“PREVIEW COPY ONLY”



SECTION 1

RFQ NUMBER: SAZ/52072

PROVIDE PREPARED MEALS AND REFRESHMENTS TO SCHOOL OF RAIL IN SALDANHA FOR A PERIOD OF 1 YEAR (12 MONTHS).

NOTICE TO BIDDERS

1. Quotations are requested from selected persons, companies, close corporations or enterprises (herein after referred to as the "**Respondent(s)**") to supply the above-mentioned requirement(s) to TRANSNET.

Tender SAZ52072 replaces tender SAZ52019 that closed on the 13 November 2012. Due to an administrative error by Transnet.

Tenderers who have already paid for Tender SAZ52019 will not be refunded their money, but will be issued the new Tender SAZ52072 free of charge as the error was due to Transnet SOC Ltd and not the Tenderers who paid for and submitted their tender.

Tenderers who have not previously paid for Tender SAZ52019 are obligated to pay the Tender fee of R150.00 and must collect the document from Supply Chain Services, 6th floor at Transnet Park, Modderdam road, Bellville.

No tenders will be sold or issued at the site briefing. Prospective Tenderers arriving at the site briefing without having paid for or with no tender document will not be permitted to the site briefing.

On or after 22 November 2012 the RFQ documents may be inspected at, and are obtainable from the office of Local Acquisition Council Room 631 6th Floor, Transnet Park Building, Modderdam Street, BELLVILLE, A non-refundable tender fee of R150, 00 (inclusive of VAT) is applicable per tender. Payment is to be made to Transnet Freight Rail, Standard Bank Account No. 203158598, Branch code 004085. The deposit slip must reflect as reference: **RFQ SAZ/52072** and your company name. Receipt / proof of payment to be presented prior to collection of tender/s (No proof of payment no tender).

NOTE 1.1 This amount is not refundable. RFQ documents will only be available until **29 November 2012 at 15h00.**

- 1.1 No RFQ documents will be sold after the deadline indicated above.

A formal briefing session be held but should Respondents have specific queries they should email these to the TRANSNET employee(s) indicated below:

Respondent's Signature

3

Date and Company Stamp



Name : Cobus Carstens (021) 940 3833
Division : Transnet Freight Rail – Supply Chain Services
Email : Cobus.Carstens@transnet.net

2. A compulsory Quotation briefing session will be conducted at Salkor School of Rail in Saldanha on the 30 November 2012, at 11h00 for a period of ± 1 hour. **(Respondent to provide own transportation and accommodation).**

Respondents failing to attend the compulsory briefing session will be disqualified.

The briefing session will start punctually at 11h00 and Respondents arriving late will not be accommodated.

~~Site inspection: Viewing of the actual site will be discussed at the Briefing Session.~~

For specific queries before the closing of the RFQ, the following Transnet Freight Rail's employee(s) may be contacted by email only:

Name : Hans Booysen 021 940 3581 / 083 253 6687
Division : Transnet Freight Rail
Email : Hans.Booyesen@transnet.net

3. Quotations must reach the offices of Supply Chain Services, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No	: SAZ/52072
Description	: Catering services / provide prepared meals and refreshments
Closing date and time	: 4 Decemer 2012 at 10h00
Closing address (refer options paragraph 4 below)	

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 ~~If posted, the envelope must be addressed to the Secretary, Transnet Freight Rail Acquisition Council, PO-Box 2986 BELLVILLE 7535 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.~~



- 4.2 **If delivered by hand**, the envelope is to be deposited in the Transnet Freight Rail tender box which is located at the main entrance, Foyer of this building at ground Floor between 07:30 and 16:00, Mondays to Fridays and should be addressed as follows:

**LOCAL ACQUISITION COUNCIL
Transnet Park
Ground Floor
Modderdam Road
BELVILLE**

- 4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Secretary, Local Acquisition Council and a signature obtained from that Office.

**LOCAL ACQUISITION COUNCIL
Transnet Park
Ground Floor
Modderdam Road
BELLVILLE**

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not 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. **Tender number and description must be written outside the envelope.**

1. Please note that this RFQ closes punctually at 10:00 on Tuesday **6 December 2012**.
2. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
3. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
4. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
5. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
6. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
7. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (ALTERATIONS MADE BY THE RESPONDENT TO TENDER PRICES) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.



BROAD-BASED BLACK ECONOMIC EMPOWERMENT (“BBBEE”)

TRANSNET fully endorses and supports the South African Government’s Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a “preference” in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R30000 will as far as possible be earmarked for EME’s.

TRANSNET consequently urges Respondents (Large enterprises and QSE’s – see below) to have themselves duly accredited by any one of the Accreditation Agencies approved by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32094, Notice No. 354 dated 23 March 2010, as from 1 August 2010, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

However accreditation certificates issued before 23 March 2012 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest codes (i.e. those promulgated on 9 February 2007)**.

BBBEE Accreditation Certificates issued after the published date i.e. 23 March 2010, by a Verification Agency not approved by SANAS, will **NOT** be acceptable as from 23 March 2010.

12.1 Enterprises will be rated by such Accreditation Agencies based on the following:

(a) **Large Enterprises (i.e. annual turnover >R35 million):**

- Rating level based on all 7 (seven) elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**

- Rating based on any 4 (four) of the elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**

- Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
- EME’s should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers



12.2 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

12.3 **Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.**

Turnover: Indicate your company's most recent annual turnover:
R.....

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

12.4 The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

12.5 The respondent will provide Transnet with its DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBBEE UNIQUE PROFILE NUMBER:
.....

12.6 Failure to submit your BBBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBBEE evaluation.



8. COMMUNICATION

Respondents are warned that a response will be liable to 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 enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing date of the RFQ, communicate with the Secretary of the Western Region Acquisition Council, at telephone no. 021 940 3831 or fax no. 011 774 9813 on any matter relating to its RFQ response.

9. RFQ SCHEDULE

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with TRANSNET representatives at a location to be agreed.

10. INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy.
- (ii) The following returnable documents must accompany all Quotations:
 - Respondent's latest audited financial statements;
 - Respondent's valid Tax Clearance Certificate.

11. COMPLIANCE

The successful Respondent (hereinafter referred to as the "Supplier") shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

12. ADDITIONAL NOTES:

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands



- TRANSNET reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of manufacture (works) during this process.

NB: Unless otherwise expressly stated, all Quotations furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. TRANSNET reserves the right to reject any or all offers.

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS
MAY RESULT IN A QUOTATION BEING REJECTED**

13. DISCLAIMERS

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

- modify the RFQ's 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
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

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

14. Any QUOTATION submitted by a Respondent is subject to review and negotiation of the proposed contract by TRANSNET's Legal Counsel.

NAME OF RESPONDENT

PHYSICAL ADDRESS

.....

Respondent's contact person: Name.....



Designation.....
Telephone.....
Cellphone.....
Facsimile.....
Email.....

**TRANSNET urges its clients, suppliers and the general public
to report any fraud or corruption
on the part of TRANSNET's employees to**

TIP-OFFS ANONYMOUS : 0800 003 056

SUBSTANCE ABUSE TESTING

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations no. 2A "INTOXICATION" **An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace**". Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

“PREVIEW COPY ONLY”

Respondent's Signature

Date and Company Stamp



SECTION 2

RFQ NUMBER: SAZ/52072

PROVIDE PREPARED MEALS AND REFRESHMENTS TO SCHOOL OF RAIL IN SALDANHA FOR A PERIOD OF 1 YEAR (12 MONTHS).

PARTICULAR SPECIFICATIONS

- 10 day menu, seasonable with 100% juice and delivery included
- Special requirements e.g. vegetarian, halaal, diabetic food to be supplied at no extra costs
- Salt and pepper to be provided
- Vendor will use the Saldanha School of Rail crockery, cutlery and glasses.
- The Provider will be responsible for cleaning of the Lunch room, crockery, cutlery and glasses afterwards
- Food must be served at School of Rail from 1200 to 13:30
- Sauce to be provided when serving chips, burger etc.
- Vendor must have a valid landline, cell phone and email address for communication purposes
- Number of daily attendees to be communicated by School of Rail, Saldanha a week in advance
- Any changes in totals must be communicated by School of Rail, Saldanha a day prior
- Cancellations must be communicated by School of Rail, Saldanha a day prior
- Penalty fees per plate for not delivering

REQUIREMENTS

The service provider shall be required to:

- Ensure catering provided is handled and prepared in premises that are health, hygienically and legislatively compliant.
- All Catering staff must handle and prepare all catering in terms of Health and Hygiene requirements.
- Ensure that all personnel working under the contract are adequately trained prior to the commencement of the contract.
- Ensure that all personnel working under the contract are in good health and pose no risk to any personnel at TRANSNET FREIGHT RAIL.
- The service provider is to prepare meals that reflect the diverse range of cultural, religious and dietary requirements of TRANSNET FREIGHT RAIL as required in a presentable manner.
- The Service Provider must have the resources and capabilities to efficiently undertake this service.



- The Service Provider must have various categories and set menus to choose from (10 day menu to be attached).
- The Service Provider must drop all requested at specified time and come back to remove catering equipment.
- Service Provider must provide own hot trays / bay marine and adequate catering equipment.
- Should food be assembled on TRANSNET FREIGHT RAIL's premises, it is required that latex gloves and head covers be worn and that all food must be displayed in a sanitary manner and protected from contamination.
- All deliveries must be signed and approved by requestor.

Safety, Health and Environmental Specifications

Service providers should comply with the following requirements:

- Personal Hygiene Procedures.
- Compliance to Regulations Governing General Hygiene requirements for Food Premises and the Transport of Foods – R918.
- The Service provider must comply with TRANSNET's terminal SHEQ and Standard Operating Procedures (SOP) as required by the safety manager.
- The respondent is to undergo TRANSNET's safety induction training programme before starting work on site.
- The Service provider must ensure compliance to TRANSNET'S security and emergency policies, procedures and regulation.
- TRANSNET's substance abuse policy which will be provided.
- The service provider will be responsible for obtaining and maintaining all licenses and permits required for the provision of a catering service.

Additional Requirements

- The service provider will be required to assist with special dietary and cultural menu across multiple user groups in addition to Vegetarian options.
- The caterers should have a plan in place that can address the following dietary, allergy and cultural requirements;
 - a) Vegan
 - b) Nut-allergy (or nut- free)



- c) Lactose free (non-dairy)
- d) Gluten Free (Celiac)
- e) Halaal – Muslim faith
- f) Other allergenic needs may also be addressed as required.

Minimum Requirements

- o Service provider shall have a place of business within Cape Town area – supporting documents to be provided
- o Service provider to have all the necessary (valid) certificates and/or permits in place (Food Safety Certificates, Certificate of Acceptability for Food Premises and Halaal certificates) – copies to be attached
- o Two references that can be verified – supporting documents to be provided

1. EXECUTIVE OVERVIEW

The selected service provider(s) will share in the mission and business objectives of TRANSNET. These mutual goals will be met by meeting contract 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:

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



2. GENERAL INFORMATION

It is required that all TRANSNET operating divisions will be included in the scope of this Quotation.

The service provider(s) shall be fully responsible to TRANSNET for the acts and omissions of persons directly or indirectly employed by them.

The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFQ.

3. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 of the General Tender Conditions Form CSS5 (revised August 2008). The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder only if TRANSNET is requested by the Respondent to effect payment overseas direct to the Respondent's principal/Supplier.

4. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet's sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier's account representative on an ongoing basis.
- 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
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
 - On-time deliverables
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days' notice to the Supplier.

Accepted:

YES	
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NO	
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5. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

Respondents shall indicate whether they are committed to participate in the continuous improvement initiatives of TRANSNET to reduce the overall cost of transportation within South Africa during the duration of the contract.

Accepted:

YES	
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NO	
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If “yes”, please specify.

Respondents must briefly describe their commitment to the 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 Quotation if there is insufficient space available.

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6. RISK

Respondents must elaborate on the control measures put in place by their company, which mitigate the risk to TRANSNET, pertaining to potential non-performance by a Supplier in relation to -

(i) quality of the Service(s) provided:

.....



(ii) continuity of provision of the Service(s):

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.....

.....

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993

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7. REFERENCES

Please indicate below the company names and contact details of existing customers whom TRANSNET may contact to seek third party evaluations of your current service levels:

Name of Company	Nature of work & period	Telephone number	Contact Person

8. EVALUATION CRITERIA

TRANSNET will utilise the following criteria (not necessarily in this order) in choosing a Supplier, if so required:

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value TRANSNET's business
- An explicit commitment to continuous improvement initiatives



- Compliance - Completeness of your responses and content of the Quotation will be considered
- Financial strength
- References
- BBBEE status of company
- Letter of Good Standing – Compensation Commissioner
- Certificate of Acceptability for Food Premises
- Halaal Certificate
- Service level guarantees;
- Financial strength, past audited financial statements;
- Fixed price for one year;
- BBBEE status of company. SMME's and EMME's will have an added advantage;
- Diverse menu options;
- Competitive prices for meals;
- Proof of any relevant insurances (provide proof);
- Food quality and variety;

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SECTION 3

RFQ NUMBER: SAZ/52072

PROVIDE PREPARED MEALS AND REFRESHMENTS TO SCHOOL OF RAIL IN SALDANHA FOR A PERIOD OF 1 YEAR (12 MONTHS).

I/We _____
(name of company, close corporation or partnership)

_____ of (full address)

carrying on business under style or title of _____

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of RFQ documents.

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

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services (revised August 2008);
- (ii) General Tender Conditions, Form CSS5 – Services (revised August 2008); and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

I/We accept that unless TRANSNET should otherwise decide and so inform me/us in the facsimile or letter of acceptance, 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.

Respondent's Signature

Date and Company Stamp



Should TRANSNET decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together with TRANSNET's letter of acceptance, shall constitute a binding contract between TRANSNET and me/us until the formal contract is signed.

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

I/We accept that any contract resulting from this offer will be for a period ofonly; and agree to a penalty clause to be negotiated with TRANSNET, which will allow TRANSNET to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFQ. The *domicillium 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 accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFQ

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

VALIDITY PERIOD

TRANSNET desires a validity period of 3 (three) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:



This RFQ is valid until _____ (State alternative validity period/date).

TAX (VAT) REGISTRATION NUMBER

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

TAX CLEARANCE CERTIFICATE

Respondents are required to forward a valid copy of their company’s Tax Clearance Certificate with their Quotation.

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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 Quotation 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

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REGISTRATION CERTIFICATE

Respondents must submit a certified copy of their company's Registration Certificate with their Quotation.

NAME AND ADDRESS OF ACCREDITED AGENT

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services (revised August 2008).

Name
Address

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Service(s), which is either directly or indirectly related to TRANSNET's business, written approval to divulge such information will have to be obtained from TRANSNET.

DISCLOSURE OF PRICES TENDERED

Respondents must indicate here whether TRANSNET may disclose their tendered prices and conditions to other Respondents:

YES	
-----	--

NO	
----	--

“PREVIEW COPY ONLY”



DECLARATION

Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the TRANSNET Group:

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

If YES, please indicate below:
 FULL NAME OF OWNER/MEMBER/DIRECTOR/
 PARTNER/SHAREHOLDER

ADDRESS

Indicate nature of relationship (if any):

(Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from future business with TRANSNET)

PRICE REVIEW

The successful Respondent(s) will be obliged to submit to an annual price review. TRANSNET will be benchmarking this price offering(s) against the lowest price received as per the benchmarking exercise. If the Respondent’s price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 days - failing which the Contract may be terminated at TRANSNET’s discretion or the particular Service(s) purchased outside the contract.

RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses (see tick):

Notice to Bidders – Section 1	✓
Project Specification – Section 2	✓
Quotation Form – Section 3	✓
Resolution of Board of Directors (Respondent’s Representative) - Section 4	✓
Certificate of Acquaintance with RFQ Documents – Section 5	✓
Service fees and costs – Section 6	✓
Certificate of attendance of RFQ Briefing – Section 7	✓
Letter of Good Standing from the Compensation Commissioner	✓
Valid Tax Clearance Certificate	✓
VAT Registration Certificate	✓
BBBEE Accreditation Certificate	✓
10 day menu	✓
Halaal Certificate	✓
Certificate of Acceptability for Food Premises	✓

 Respondent’s Signature

 Date and Company Stamp



NOTE: Sections 1, 2, 3, 4, 5, 6, and 7 , as indicated in the footer of each page, must be signed and dated by the Respondent.

By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited 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.

SIGNED at _____ this _____ day of _____ 2012.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

“PREVIEW COPY ONLY”



SECTION 4

RFQ NUMBER: SAZ/52072

PROVIDE PREPARED MEALS AND REFRESHMENTS TO SCHOOL OF RAIL IN SALDANHA FOR A PERIOD OF 1 YEAR (12 MONTHS).

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

Name of Company _____

It was resolved at a meeting of the Board of Directors held on _____ that

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

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to Tenders, Quotations and/or Contracts for the supply of Services.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY



SECTION 5

RFQ NUMBER: SAZ/52072

PROVIDE PREPARED MEALS AND REFRESHMENTS TO SCHOOL OF RAIL IN SALDANHA FOR A PERIOD OF 1 YEAR (12 MONTHS).

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2012.

WITNESS : _____

SIGNATURE OF RESPONDENT



SECTION 6

RFQ NUMBER: SAZ/52072

PROVIDE PREPARED MEALS AND REFRESHMENTS TO SCHOOL OF RAIL IN SALDANHA FOR A PERIOD OF 1 YEAR (12 MONTHS).

SERVICE FEES AND COSTS

R _____ (per plate including juice)

Price in words

(vat excluded)

“PREVIEW COPY ONLY”

Respondent's Signature

Date and Company Stamp



SECTION 7

RFQ NUMBER: SAZ/52072

PROVIDE PREPARED MEALS AND REFRESHMENTS TO SCHOOL OF RAIL IN SALDANHA FOR A PERIOD OF 1 YEAR (12 MONTHS).

CERTIFICATE OF ATTENDANCE OF BRIEFING SESSION

It is hereby certified that -

1.
2.

Representative(s) of
(name of company)

attended the briefing session in respect of the proposed Service(s) to be rendered in terms of this RFQ on 2012.

.....
TRANSNET REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE:

DATE:



SECTION 8

RFQ NUMBER: SAZ/52072

PROVIDE PREPARED MEALS AND REFRESHMENTS TO SCHOOL OF RAIL IN SALDANHA FOR A PERIOD OF 1 YEAR (12 MONTHS).

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 - Copy available on request.

"It is the responsibility of the Tenderer to ensure they are familiar with Form CSS5."

“PREVIEW COPY ONLY”



SECTION 9

RFQ NUMBER: SAZ/52072

PROVIDE PREPARED MEALS AND REFRESHMENTS TO SCHOOL OF RAIL IN SALDANHA FOR A PERIOD OF 1 YEAR (12 MONTHS).

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE PROVISION OF SERVICES TO TRANSNET

Refer Form US7 - Copy available on request.

"It is the responsibility of the Tenderer to ensure they are familiar with Form US7."

Respondents should note the obligations as set out in Clause 19 of the General Tender Conditions (Section 7) which reads as follows:

"The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - Services). Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents."

Respondent's Signature

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Date and Company Stamp