

Transnet Freight Rail – RME, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/06
[hereinafter referred to as **Transnet**]

REQUEST FOR PROPOSAL [RFP] No TPG CON 045/2012

**FOR THE SUPPLY OF: FOR THE SUPPLY & DELIVERY OF HARDWARE MATERIAL
ON AN AS AND WHEN REQUIRED BASIS**

**FOR DELIVERY TO: CAPE PENINSULA, MOSSELBAY, KHATHU, PORT
ELIZABETH, EAST LONDON AND SALDANHA**

ISSUE DATE: 02 OCTOBER 2012

CLOSING DATE: 23 OCTOBER 2012

CLOSING TIME: 10:00

“DRAFT ONLY”

TABLE OF CONTENTS

1. Notice to Bidders	4 - 7
2. Quotation Form	8 - 8
3. Price Schedule	9 - 51
4. Conditions of Contract, Form ST&C	52-57
5. Vendor Application Form	58-59
6. Supplier Code of Conduct	60-62
7. Supplier Development Questionnaire	63-66
8. Mutual Non-Disclosure Agreement	67-71

“PREVIEW COPY ONLY”



Section 1
NOTICE TO BIDDERS

Proposals which must be detailed in Section 2 of this RFP are to be submitted as follows:

METHOD: Tender Box
CLOSING VENUE: Belville Square, off Modderdam Road, behind Transnet Park, Belville South

1 Responses to RFP

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

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

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" in accordance with the 10%/20% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 [as amended], to companies who provide a B-BBEE Accreditation Certificate. All procurement transactions will be evaluated accordingly.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Accreditation Certificates must be issued by:

- a) Verification Agencies accredited by the South African National Accreditation System [SANAS], or
- b) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

Enterprises will be rated by such agencies based on the following:

- c) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
 - d) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
 - e) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:
 - Automatic rating of Level 4 B-BBEE irrespective of race or ownership, i.e. 100% B-BBEE recognition
 - Black ownership greater than 30% or Black Women ownership greater than 50% automatically qualify as Level 3 B-BBEE, i.e. 110% B-BBEE recognition
- EME's should only provide documentary proof of annual turnover [i.e. audited financials] plus proof of Black ownership if Black ownership is greater than 50% [fifty per cent] or Black women ownership is greater than 30% [thirty per cent].



[Refer Section 4, Vendor Application Form, for Returnable Documents required]

3 Communication

- a) 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 RFP between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any enquiries relating to the RFP to the following Transnet employee:
Name: Nomsikelelo Ncamane
Email: Nomsikelelo.Ncamane@transnet.net
- c) Respondents may also, at any time after the closing date of the RFP, communicate with the Supply Chain Manager of Transnet RME Supply Chain Cape Region on any matter relating to its RFP response:
Telephone 021 940 1934
Facsimile 021 940 1938 / 021 810 0000
Email Nomsikelelo.Ncamane@transnet.net

4 Tax Clearance

The Respondent's valid Tax Clearance Certificate or letter of good standing from SARS must accompany the Quotation.

5 VAT Registration

The valid VAT registration number must be stated here: _____ *[for all companies with a turnover of more than R1 million per annum].*

6 Legal Compliance

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

7 Returnable Documents

Failure to return all returnable documents as indicated in paragraph 19 below and elsewhere in this RFP document may lead to disqualification of a bid.

8 Changes to Proposals

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

9 Pricing

All prices must be quoted in South African Rand and be reviewed on a quarterly basis.

10 Prices Subject to Confirmation

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



Transnet reserves the right to undertake post-bid negotiations with selected Respondents or any number of short-listed Respondents.

11 Binding Offer

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

12 Disclaimers

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

- modify the RFP's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- disqualify Proposal submitted after the stated submission deadline;
- not necessarily accept the lowest priced Proposal;
- reject all Proposals, if it so decides;
- place an order in connection with this Proposal at any time after the RFP's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFP;
- split the award of the order/s between more than one Supplier; or
- make no award at all.

13 Evaluation Criteria

Transnet will first conduct responsiveness and substantiveness tests i.e. checking the completeness of the tender and confirming the validity of returnables requested on clause 18.

The Responsiveness and substantiveness tests will be followed by a two stage evaluation methodology in line with the following criteria:

Step 1: SD/ED/BBEE evaluation is out of 20% and will be done first. Points will be carried over to stage 2 of evaluation.

13.1 SD/ED DESCRIPTION	
CATEGORY: SUPPLIER / ENTERPRISE DEVELOPMENT / (SCORING MATRIX)	
•	Submission of SD / ED Strategy
	Quality of SD / ED Strategy
•	Skills Development
•	Small Business Promotion
•	Job Creation
•	Job Preservation
SUB-TOTAL	
CATEGORY: B-BBEE (SCORING MATRIX)	
•	B-BBEE Certificate and Scorecard
TOTAL	



Stage 2: Financial and Further Recognition

13.2 COMMERCIAL DESCRIPTION	
CATEGORY: COMMERCIAL	
• Commercial Offer	TOTAL
13.3 CATEGORY: FURTHER RECOGNITION	
CATEGORY: FURTHER RECOGNITION	
• Business with > 50% Black Ownership	
• Business with > 30% Black Woman Ownership	
• Business with EMES and QSES	
	SUB-TOTAL
13.1 SD/ED DESCRIPTION	
CATEGORY: SUPPLIER / ENTERPRISE DEVELOPMENT / (SCORING MATRIX)	
• Submission of SD / ED Strategy	
Quality of SD / ED Strategy	
• Skills Development	
• Small Business Promotion	
• Job Creation	
• Job Preservation	
	CATEGORY: B-BBEE (SCORING MATRIX)
	B-BBEE Certificate and Scorecard
	SUB-TOTAL
	TOTAL

14 Validity Period

Transnet desires a validity period of 60 [sixty] days from the closing date of this RFP. It should be noted that Respondents may offer an earlier validity period, but Proposals may be rejected for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFP is valid until _____ [State alternative validity period/date].

15 Banking Details

BANK: _____
 BRANCH NAME / CODE: _____
 ACCOUNT HOLDER: _____
 ACCOUNT NUMBER: _____

16 Company Registration

Registration number of company / C.C. _____
 Registered name of company / C.C. _____



17 Disclosure of Prices Quoted

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

YES NO

18 Returnable Documents

Respondents are required to submit the following returnable documents with their responses [see tick].

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

Section 1 – Notice to Bidders	Pages 4 -7	✓
Section 2 - Quotation Form	Pages 8 - 8	✓
Price Schedule	Pages 9 -51	✓
Proof of annual turnover [EMEs]	Section 1 clause 2	✓
Proof of Black ownership [Black-owned EMEs]	Section 1 clause 2	✓
Section 4 – Vendor Application Form	Pages 58 - 59	✓
Section 5 – Supplier Code of Conduct	Pages 60 - 62	✓
Section 6 – Supplier Development Questionnaire	Pages 63 - 66	✓
Section 7 – Mutual Non-Disclosure Agreement	Pages 67 - 71	✓
Original cancelled cheque or bank verification of banking details		✓
Certified copies of IDs of shareholder/directors/members [as applicable]		✓
Certified copy of Certificate of Incorporation [CM29/CM9 name change]		✓
Certified copy of share certificates [CK1/CK2 if CC]		✓
Company letterhead		✓
Original current Tax Clearance Certificate		✓
Certified copy of VAT Registration Certificate		✓
Certified copy of Company Registration Certificate		✓
Valid current B-BBEE Accreditation Certificate [Large Enterprises and QSEs]		✓
Audited Financials for previous 3 years		✓

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A PROPOSAL BEING REJECTED**



Section 2
QUOTATION FORM

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

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

- the Standard Terms and Conditions for the Supply of Goods and Services to Transnet [Section 3 hereof]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, 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 Proposal afresh and/or having to accept any less favourable offer.

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Price Schedule

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

Price Schedule for Hardware Material

Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
1	20000139	Heatshrink, Cable Joint, Size 12.7 mm, Color Code: Black P/N: CP 127R BK UNKNOWN 10M	CAR								
2	20000173	Crowbar, Length: 1.8 M Dimension: 32 MM	EA								
3	20000233	Compound Type: Chrome Physical Form: Paste	EA								
4	20000384	Fork, Spading, Hand Type Ballast 2 Hand	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
5	30000157	Rag, Wiping Type: Waste 5KG / Bundle	EA								
6	30001710	Key Type Ring Tags Style Round Econopak	EA								
7	30001752	Wheelbarrow Type Builder Features: Frame Reinforced: Strong Pan P/N: FG81117 Lasher	EA								
8	30001747	Screwdriver, Flat Tip Type: Mechanical Dimension: 8 x 125 MM Material Steel Features: Black Tip P/N: 6044 Wera	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
		Screwdriver, Flat Tip Type: Mechanical Dimensions: 6.5 x 125 MM Material: Steel									
9	30001746	Features: Black Tip P/N: 6040 Wera	EA								
10	30001745	Screwdriver, Flat Tip Type: Mechanical Dimensions: 6.5 x 100 MM Material: Steel P/N: 6013 Wera	EA								
11	30001742	Tape, Measuring Type Reel Length 8 M Width 25 MM Features marked in MM, CM and M Tape material steel P/N: 33-168 Stanley	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
12	30001739	Bolt Type Gutter Diameter M6 Length 50 MM Head Mushroom Slotted Material Steel Thread Length Full	EA								
13	30001756	Brush, Paint Type Various Brush size designation 50 MM Bristle Material Hair P/N unknown HAMILTON	EA								
14	30001758	Tape, Measuring Type Reel; Length 3 M Width 13 MM Features marked in MM, CM and M; Tape Material Steel P/N: 33-218 STANLEY Powerlock; closed case steel case	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
15	30001759	Tape, Measuring Type Reel Length 30 M Width 10 MM Features marked in MM, CM, and M Tape Material Steel P/N: 34-108 STANLEY	EA								
16	30001760	Hammer, Hand Head Style: Claw Head Size 450 G Head Material: Steel Handle Material: Solid Steel Features: Rubber Grip and Shock Absorbing P/N: Unknown LASHER CARPENTER:SLIP RESISTANT									
17	30001763	Trowel Type: Plastering Size: WD 120 x LG 290 x THK 0.56 MM Material: Steel P/N: Vic5000 VICKERS	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
		Wooden Handle REFERENCE NO: 24 VICKERS	EA								
18	30001775	Handle Type: Paint Roller Dimensions: 160 MM Material: Steel P/N: F6003 Academy Brushware	EA								
19	30001777	Brush, Scrub Type Flat Bristle material Fiber synthetic Brush Length 280 MM Body material wood	EA								
20	30001780	Broom Type Floor Dimensions Standard Material Fiber Coco P/N: F3354 Academy Brushware (Pty) Ltd	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
21	30001782	Broom Type: Platform Dimensions: LG 460 MM Material: Fiber Coco P/N: F3251 Academy Brushware (Pty) Ltd	EA								
22	30001783	Mop Type Wet Handle Wooden W4; Metal Socket; with handle	EA								
23	30001784	Handle Type: Paint Roller Dimensions: 100 MM Material: Steel P/N: F6002 Academy Brushware (Pty) Ltd	EA								
24	30001785	Handle Type: Paint Roller Dimensions: 225 MM Material: Steel P/N: F6004 Academy Brushware (Pty) Ltd	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
25	30001786	Brush, Paint Type various Brush size Designation WD 25MM P/N: Unknown HAMILTON PERFECTION	EA								
26	30001787	Brush, Wire; Type Brazing Trim Length Standard Dimensions LG 209 MM Material fine wire 0.3 mm Handle Plastic; P/N: F4301 Academy Brushware (Pty) Ltd	EA								
27	30001794	Level and Plumb Type spirit Dimension 1 M Material Steel Mnf: STABILA MNF NO: STB1060	EA								
28	30001795	Level and Plumb Type Spirit Dimensions: 1.2 M Material Steel Mnf: STABILA; MNF NO: STB1070	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
29	30001796	Scraper, Painting Type, FLEXIBLE Dimensions: WD 100 MM Material: Steel P/N: VIC3310 VICKERS	EA								
30	30001797	Trowel Type: Brick Size: 300 MM Material: Steel Features: Wood Handle P/N: VIC3530 VICKERS	EA								
31	30001798	Trowel Type: Gauging Size: LG 150 MM Material: Steel Features	EA								
32	30001799	Trowel Type: Notched Size: WD 120 x LG x 280 MM Material: Steel Features: Notch Size 6 MM P/N: VIC4050 VICKERS	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
33	30001800	Trowel Type: Pointing Size: LG 150 MM Material: Steel Features: Wooden Handle P/N: VIC5080 VICKERS	EA								
34	30001806	Adhesive Type Polystyrene Color Yellow Base material liquid Package type container 1 L P/N: Unknown Genkem	EA								
35	30001807	Adhesive Type Polystyrene Color Yellow Base material liquid Package type container 5 L P/N: Unknown Genkem	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
36	30001808	Brush, Paint Type various Brush size designation WD 150 MM Bristle material hair P/N: Unknown HAMILTON PERFECTION	EA								
37	30001810	Hose Type Garden Inside Diameter 20 MM Length 100 M Material Plastic P/N: 71-0098 MEGAFLEX Fittings and accessories included	EA								
38	30001811	Hose Type Garden Inside Diameter 12 MM Length 30 M; Material Plastic P/N: 71-0177 MEGAFLEX Fittings and accessories included	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
39	30001812	Hose Type Garden Inside Diameter 12 MM Length 100 M Material Plastic P/N: 71-0097 MEGAFLEX Fittings and accessories included	EA								
40	30001814	Calking Gun Type: Silicone Features: Ratchet Action Handle P/N: MTS2135 MTS 310ML: RATCHET ACTION HANDLE	EA								
41	30001815	Rope Dimensions LG 30 M x THK 10 MM Material: Nylon Strength: Standard	EA								
42	30001816	Rope Dimensions LG 30 M x THK 20 MM Material: Nylon Strength: Standard	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
43	30001817	Bolt Type Gutter Diameter M6 Length 30 MM Head Mushroom Slotted Material Steel Thread Length Full	EA								
44	30001818	Scraper, Painting Type: FLEXIBLE Dimensions: WD 75 MM Material: Steel P/N: VIC3300 VICKERS No: 59	EA								
45	30001819	Brush, Paint Type various Brush size designation WD 75 MM Bristle material hair P/N: Unknown HAMILTON PERFECTION	EA								
46	30001820	Brush, Paint Type various Brush size designation WD 100 MM Bristle Material hair P/N: Unknown HAMILTON PERFECTION	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
47	30001824	Knife, Putty Type Flexible Dimensions: WD 32 x LG 100 MM Material Steel P/N: VIC3250 VICKERS NO 58	EA								
48	30001827	Pencil Type Carpenter flat Dimension: Standard Color body Black/Red Package Type Box 12 P/N: STD0010 STEADLER	EA								
49	30001830	Chalk, Line Marking Powder Type French Dimensions 150 G Color Blue MNF: Rolfes	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
50	30001832	Nail Type clout Size designation 32 x 2.8 MM Shank Size 2.8 MM Head Style Round Length 32 MM Material Steel Finish: Galvanized P/N: Unknown HENDOK, 1EA = 1KG	EA								
51	30001833	Nail Type clout Size designation 40 x 2.8 MM Shank size 2.8 MM Head Style Round Length 40 MM Material Steel Finish Galvanized P/N: Unknown HENDOK (Pty) Ltd, 1EA = 1KG	EA								
52	30001834	Nail Type clout Size designation 50 x 2.8 MM Shank size 2.8 MM Head Style Round Length 50 MM Material Steel Finish Galvanized P/N: Unknown HENDOK, 1EA = 1KG	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
53	30001836	Nail Type Wire Size designation 63 x 2.8 MM Shank size 2.8 MM Head style round Length 63 MM Material steel P/N: Unknown HENDOK, 1EA = 1KG	EA								
54	30001837	Nail Type Wire Size designation 32 x 2 MM Shank size 2 MM Head style round Length 32 MM Material steel, 1EA = 1KG	EA								
55	30001838	Nail Type Pin Panel Size designation 25 x 1.6 MM Shank Size 1.6 MM Length 25 MM Material steel, 1EA = 1KG	EA								
56	30001839	Nail Type Pin Panel Size designation 32 x 2 MM Shank size 2 MM Length 32 MM Material steel P/N: Unknown HENDOK, 1EA = 1KG	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
57	30001840	Nail Type Pin Panel Size designation 40 x 2 MM Shank size 2 MM Length 40 MM Material steel P/N: Unknown HENDOK P/N: Unknown FASTWORLD, 1EA = 1KG	EA								
58	30001841	Nail Type pin panel Size designation 50 x 2 MM Shank size 2 MM Length 50 MM Material steel P/N: Unknown HENDOK P/N: Unknown FASTWORLD, 1EA = 1KG	EA								
59	30001842	Nail Type steel cut Size designation 50 MM Shank Size standard Length 50 MM Material Steel P/N: Unknown, 1EA = 1KG	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
60	30001845	Nail Type wire Size designation 150 x 5 MM Shank size 5.6 MM Head style round Length 150 MM Material steel, 1EA = 1KG	PAC								
61	30001849	Nail Type wire Size designation 40 x 2 MM Shank size 2 MM Head style round Length 40 MM Material steel 1 1/2" Specification: SABS 820/latest Table 3 Drawing No: Unknown	EA								
62	30001850	Nail Type wire Size designation 50 x 2.5 MM Shank size 2.5 MM Length 50 MM Material steel Specification: SABS 820/Latest Table 3, 1EA = 1KG	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
63	30001851	Nail Type wire Size Designation 75 x 3.55 MM Shank size 3.55 MM Head style round Length 75 MM Material steel Specification: SABS 820/Latest Table 3, 1EA = 1KG	EA								
64	30001852	Nail Type wire Size designation 100 x 4 MM Shank size 4 MM Head style round Length 100 MM Material steel Specification: SABS 820/Latest Table 3, 1EA = 1KG	EA								
65	30001853	Padlock Type Viro Dimensions 40 MM Body Material Brass P/N: Unknown Viro	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
66	30001855	Slasher Type Cane Knife Handle Material wood Handle length long Blade material steel Edge straight P/N: FG02170 LASHER	EA								
67	30001856	Screwdriver set, combination Type Blackpoint Quantity per set 9 Size range tip 3.5 to 10 MM Blade material steel Handle material plastic P/N: 10009 WERA	EA								
68	30001857	Slasher Type Grass Handle material plastic Handle length short Blade material steel Edge bent P/N: Unknown LASHER	EA								
69	30001865	Hinge, Butt Type Butt Material Brass Butt width 75 MM Length 100 MM	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
70	30001866	Axe Type Felling Handle Material Wood Handle Length long Head Material steel Head weight 1.8 kg Edge ground / sharpened P/N: FG05325 LASHER	EA								
71	30001867	Crayon, Marking Type Lumber Color various Dimensions LG 110 MM	EA								
72	30001910	Step, Ladder Type a Frame Dimensions HT 2.4 M Step Material Aluminium P/N: LAS8 FORLEZER 22MM THK	EA								
73	30002023	Hand Cleaner Color Clear Container Type Bucket Container size 5 KG Special Features with Grit Renonol	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
74	30002027	Rail Type Towel Profile Round Dimensions Dia 20 MM x LG 1M Material steel, chrome plated P/N: Unknown HALCAST	EA								
75	30002037	Paint Type Cold Zinc Galvanizing spray Color Gray Container aerosol can 400 ml Application damaged galvanizing P/N: SPN0179 SPANJAARD	EA								
76	30002041	Nail Type Tusker Size Designation 40 x 2.8 MM Shank size 2.8 MM Length 40 MM Material steel, 1EA = 1KG	KG								
77	30002049	Drill, Twist Type Masonry Drill Diameter 8 MM Material steel	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
78	30002057	Bag, Plastic Type Refuse Color Black Bag size LG 970 x WD 770 MM Bag material Plastic Thickness 25 U	ROL								
79	20000044	Tape, Measuring Length: 5 M	EA								
80	20000087	Pick, Digging Type oval eye Material steel Dimensions 2 KG P/N: FG00250 LASHER Pick Head; D and D	EA								
81	20000135	Shovel Type round nose LASHER	EA								
82	20000147	Hammer, Hand Head style sledge Head size 2 KG Handle material rubber	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
83	20000148	Hammer, Hand Head style sledge Head size 6 KG Handle Material rubber	EA								
84	20000151	Spark gap	EA								
85	20000189	Chisel, cold, hand Dimension: WD 25 X LG 250 MM	EA								
86	20000196	Lens, Helmet, Welder's Color Clear	EA								
87	20000197	Lens, Helmet, Welder's Color dark Shade 10	CAR								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
88	20000235	Disk, Abrasive; Type rail cutting Screen grit size Disk, Abrasive Type: Blade cutting Outside diameter: 450 MM P/N: 450 Unknown	EA								
89	20000239	Drill, Twist Type wood Drill diameter 17.5 MM Material steel Features auger SOMTA	EA								
90	20000280	Shaft Type: Fork Ballast Material: Steel	EA								
91	20000456	Cloth Type Mutton Width 30 CM Length 10 M Thickness 2 MM Material Cotton	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
92	20000464	Disk, Abrasive Type Grinding Screen grit size designation A24 Outside diameter 230 MM Application angle grinder Abrasive material aluminium oxide A Speed 6600 RPM Inside diameter 22.23 MM Thickness 7.2 MM P/N: E 230-7 A 24 R SG PFERD SA (PTY) LTD Hardness grade R; for steel EAN/EDP 470169; Reinforced high; performance; black label; ID 1/4XOD 9XTHK 7/8 IN performance line SG-elastic Reference No: Type 27	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
93	20000484	Handle Type American eye beater Dimension DIA 3 X LG 90 CM	EA								
94	20000512	Disk, Abrasive Type grinding Screen grit size designation A24 Outside diameter 115 MM Application grinder Abrasive material silicon carbide; speed 13300 RPM Inside diameter 22.23 MM Thickness 6 MM Abrasive bond type resin Package type pack 10 P/N: Unknown PFERD SA	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
95	20000710	Marker, Traffic Type road cone Color Orange; Material plastic 750 MM, White reflective sleeve, UV resistance; black rubber base	EA								
96	20000750	Grease; Type gearbox Container tube 80 G Trade name STIHL P/N: 0781 120 1117 STIHL Used for; Brush cutter trimmer	EA								
97	20000751	Lubrication oil, engine Brand name STIHL Grade universal Container capacity 5 L Container type bottle Type two stroke; Color Red Additive type mineral Special features High performance; Code: 87813198433 Specification: IP346 DMSO Drawing No: Caltex	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
98	30002037	Paint Type cold zinc galvanizing spray color Gray Container aerosol can 400 ML Application damaged galvanizing P/N: SPN0179 SPANJAARD	EA								
99	30001796	Scraper, Painting Type: Flexible Dimensions: WD 100 MM Material: Steel P/N: VIC3310 VICKERS	EA								
100	TBA	Hose Type garden Inside diameter 13 MM Length 100 M Material Plastic P/N: 71-0098 MEGAFLEX Fittings and accessories incl.	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
101	30002027	Rail Type Towel Profile round Dimensions Dia 20 MM X LG 1M Material steel, chrome plated P/N: Unknown HALCAST	EA								
102	30001810	Hose Type garden Inside diameter 20 MM Length 100 M Material Plastic P/N: 71-0098 MEGAFLEX Fittings and accessories incl.	EA								
103	30002041	Nail; Type Tusker Size Designation 40 X 2.8 MM Shank size 2.8 MM Length 40 MM; Material Steel, 1EA = 1KG	KG								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
104	TBA	USB Green Gumplast, 100 Micron	EA								
105	TBA	USB Green Gumplast, 150 Micron	EA								
106	TBA	USB Green Gumplast, 250 Micron	EA								
107	TBA	Knippers steel fixer pliers Cressent	EA								
108	TBA	Fencing pliers Cressent	EA								
109	TBA	Galv. Brick force for 230mm wall	EA								
110	TBA	S.A. Pine 76 x 50mm x 6,0m long	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
111	TBA	Shutter board 2,44 x 1,22 x 19mm	EA								
112	TBA	Nylon anchors 5 x 30mm	EA								
113	TBA	Nylon anchors 6 x 40mm	EA								
114	TBA	Nylon anchors 6 x 50mm	EA								
115	TBA	Nylon anchors 8 x 80mm	EA								
116	TBA	Steel drill bits set 3 to 12mm dia.	EA								
117	TBA	Masonry drill bits set 6 to 12mm dia.	EA								
118	TBA	Paint tray	EA								
119	TBA	Road marking paint, Yellow 5L	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
120	TBA	Road marking paint, White 5L	EA								
121	TBA	Road marking paint, Red 5L	EA								
122	TBA	Road marking paint, Black 5L	EA								
123	TBA	Orange barrier netting 1,20 x 50m roll	EA								
124	TBA	Danger tape (white & red)	EA								
125	TBA	Builders bucket PVC 10lt	EA								
126	TBA	Hacksaw blades 18 teeth	EA								
127	TBA	Hacksaw blades 24 teeth	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
128	TBA	Block brushes	EA								
129	TBA	Indicator bolt (Union)	EA								
130	TBA	2 Lever mortise lock - complete (Union)	EA								
131	TBA	3 Lever mortise lock - complete (Union)	EA								
132	TBA	4 Lever mortise lock - complete (Union)	EA								
133	TBA	Brick seal 20lt	EA								
134	TBA	Soft board 2,44 1,22 x 10mm	EA								
135	TBA	Soft board 2,44 1,22 x 13mm	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
136	TBA	Meranti corner fillet 25 x 25	EA								
137	TBA	Drain cleaner 5lt	EA								
138	TBA	Builders line (roll) 50m	EA								
139	TBA	Turpentine 5L	EA								
140	TBA	Thinners 5L	EA								
141	TBA	Paint white PVA 20L	EA								
142	TBA	Sand paper per 1m roll, 60 grit	ROLL								
143	TBA	Sand paper per 1m roll, 80 grit	ROLL								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
144	TBA	Sand paper per 1m roll, 100 grit	ROLL								
145	TBA	Insulation tape, Pratley	ROLL								
146	TBA	Masking tape, 20mm	ROLL								
147	TBA	Masking tape, 50mm	ROLL								
148	TBA	Day Glo Spray Paint, aerosol can, 250ml, Yellow	EA								
149	TBA	Day Glo Spray Paint, aerosol can, 250ml, Blue	EA								



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
150	TBA	Day Glo Spray Paint, aerosol can, 250ml, Pink	EA								
151	TBA	Day Glo Spray Paint, aerosol can, 250ml, Green	EA								
152	TBA	Sap timber 32mm X 32mm X 6m									
153	TBA	Sap timber 32 X 50mm X 6m									
154	TBA	Sap timber 50mm X 50mm X 6m									
155	TBA	Sap timber 75mm X 50mm X6m									



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
156	TBA	Scaffold equipment									
157	TBA	Base jacks X 50									
158	TBA	2m Standards X 50									
159	TBA	3m standards X 50									
160	TBA	2.5m Ledgers X 100									
161	TBA	1.2m ledgers X 100									
162	TBA	Floor boards X 75									
163	TBA	Ladders X 3m X 6									



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
164	TBA	Swivel couplings X 200									
165	TBA	6m Straight tube X 6 X 50									
166	TBA	14mpa cement bricks X 10000									
167	TBA	Brick force 75mm									
168	TBA	Brick force 220mm									
169	TBA	Hoop iron X 10 rolls									
170	TBA	160 cast iron repair couplings									



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
171	TBA	200mm cast iron repair couplings									
172	TBA	Pvc PIPE 160mm upvc Pipe 6m X 20 lengths Class 16									
173	TBA	Pvc PIPE 200mm upvc pipe 6m X 10 Lengths class 16									
174	TBA	Pvc PIPE 110mm upvc piep 6m X 30 lengths class 16									
175	TBA	110mm cast iron repair couplings									
176	TBA	110mm Vikin and Johnson repair couplings class 16									
177	TBA	160mm Vikin and Johnson repair couplings class 16									



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
178	TBA	200mm Vikin and Johnson repair couplings class 16									
179	TBA	300mm Vikin and Johnson repair couplings class 16									
180	TBA	Stormwater pipe 300mm OG X 10 lengths									
181	TBA	Stormwater pipe 450mm OG X 10 lengths									
182	TBA	Covers and frames Type 2a X 4									
183	TBA	Stormwater grating 700 X 450 code 2910 saint gobain X 5									
184	TBA	Galvanised threaded rod 8.8 HD 16mm X 1m X 10									



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
185	TBA	Galvanised threaded rod 8.8 HD 20mm X 1m X 10									
186	TBA	Galvanised threaded rod 8.8 HD 24mm X 1m X 10									
187	TBA	Galvanised threaded rod 8.8 HD 32mm X 1m X 10									
188	TBA	Nuts and washers (Galvanised) 8.8 HD 16mm X 40									
189	TBA	Nuts and washers (Galvanised) 8.8 HD 20mm X 40									
190	TBA	Nuts and washers (Galvanised) 8.8 HD 24mm X 40									



Item No	SAP Material No	Description of Goods	Unit of Measure	Unit Price (ZAR)	Delivered Price Cape Peninsula	Delivered Price Mosselbay	Delivered Price Saldanha	Delivered Price Port Elizabeth	Delivered Price East London	Delivered Price Kathu	Lead Time
191	TBA	Nuts and washers (Galvanised) 8.8 HD32 mm X 40									
192	TBA	14mpa cement bricks X 10000									
193	TBA	Shutter board 2.4 x 1.2 x 19mm									
194	TBA	Sika flex 600mm sausages grey									
195	TBA	Sika epoxy 42za 3 part									
196	TBA	Sika Grout 212									



Section 3

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). Please note that any alternative offered will be compared with and measured against acceptance of the provisions of this RFP or alternatives offered by other Respondents.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [Terms and each Term] and Transnet's purchase order(s) [Order or Orders] represent the only conditions upon which Transnet SOC Ltd [Transnet] procures goods or services specified in the Order [collectively, the Products] from the person to whom the Order is addressed [the Supplier]. Transnet does not accept any other conditions which the Supplier may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

Products shall conform strictly with the Order. The Supplier shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier warrants that the Products shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's obligations under the Order.

3.2 The Supplier will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 Risk of loss or damage to Products shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Products has been effected.

3.4 If on delivery, the Products do not conform to the Order, Transnet may reject the Products and the Supplier shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products at the Supplier's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

4 PRICE AND PAYMENT

4.1 Prices specified in an Order cannot be increased. Payment for the Products shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.



- 4.2 Payment of the Supplier's Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products or any written material provided to Transnet relating to any Products or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier following a design or process originated and furnished by Transnet. The Supplier shall either

- a) procure for Transnet the right to continue using the infringing Products; or
- b) modify or replace the Products so that they become non-infringing,

provided that in both cases the Products shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier may remove, with Transnet's prior written consent, such Products and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier shall have no liability in respect of any continued use of the infringing Products after Supplier's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier and any information relating to Transnet's business which may have come into the Supplier's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS

If the production or provision of any Products involves research and/or development which is wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.



8 PUBLICITY

The Supplier shall not name Transnet or use its trademarks, service marks [whether registered or not] or Products in connection with any publicity without Transnet's prior written consent.

9 AFTER SALES SERVICE

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Products supplied for the duration of the warranty period, from delivery of any particular item of the Products and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Products, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Products at a level to be agreed with Transnet.

10 TERMINATION OF ORDER

Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier, or when there is a change in control of the Supplier or the Supplier commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier when such work on the Order shall stop. Transnet shall pay the Supplier a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier, at the time of termination, and the Supplier shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier under this clause will not in any event exceed the total amount that would have been payable to the Supplier had the Order not been terminated. In the event of termination the Supplier must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances. If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

11 ACCESS

The Supplier shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's employees. The Supplier shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

12 WARRANTY

The Supplier warrants that it is competent to supply the Products in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [inter alia] the supply, manufacture and use of the Products in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do



not infringe any third party rights of any kind. The Supplier hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

13 INSOLVENCY

If the Supplier shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier compounds with its creditors or passes a resolution for the writing up or administration of the Supplier, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

14 ASSIGNMENT

The Supplier shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

15 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

16 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

17 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 12. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.



18 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

“PREVIEW COPY ONLY”



By signing this RFP document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at _____ on this _____ day of _____ 20__

.....

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

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 on the part of Transnet employees to

TIP-OFFS ANONYMOUS : 0800 003 056



Section 4
VENDOR APPLICATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [with bank stamp]
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [Name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate and **certified** copy of VAT Registration Certificate
7. A signed letter from your auditor or accountant confirming most recent annual turnover figures

Vendor Application Form

Company trading name						
Company registered name						
Company Registration Number or ID Number (if a Sole Proprietor)						
Form of entity [v/]	CG	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number [if registered]						
Company telephone number						
Company ID number						
Company email address						
Company website address						
Bank name			Branch & Branch code			
Account holder			Bank account number			
Postal address					Code	
Physical Address					Code	
Contact person						
Designation						
Telephone						
Email						



Annual turnover range [last financial year]	< R5 m	R5 - 35 m	> R35 m
Does your company provide	Products	Services	Both
Area of delivery	National	Provincial	Local
Is your company a public or private entity	Public	Private	
Does your company have a Tax Directive or IRP30 Certificate	Yes	No	
Main product or services [e.g. Stationery/Consulting]			

Complete B-BBEE Ownership Details:

% Black ownership		% Black women ownership		% Disabled Black ownership	
Does your company have a B-BBEE certificate	Yes	No			
What is your B-BBEE status [Level 1 to 9 / Unknown]					
How many personnel does the firm employ	Permanent	Part time			

If you are an existing Vendor with Transnet please complete the following.

Transnet contact person	
Contact number	
Transnet Operating Division	

Duly authorised to sign for and on behalf of Company / Organisation:

Name		Designation	
Signature		Date	

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Section 5

Supplier Code of Conduct

Transnet Limited aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. Transnet Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).



2. *Transnet Limited is firmly committed to the ideas of free and competitive enterprise.*

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

3. *Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.*

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

“PREVIEW ONLY”



Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet Limited.

- Doing business with family members.
- Having a financial interest in another company in our industry

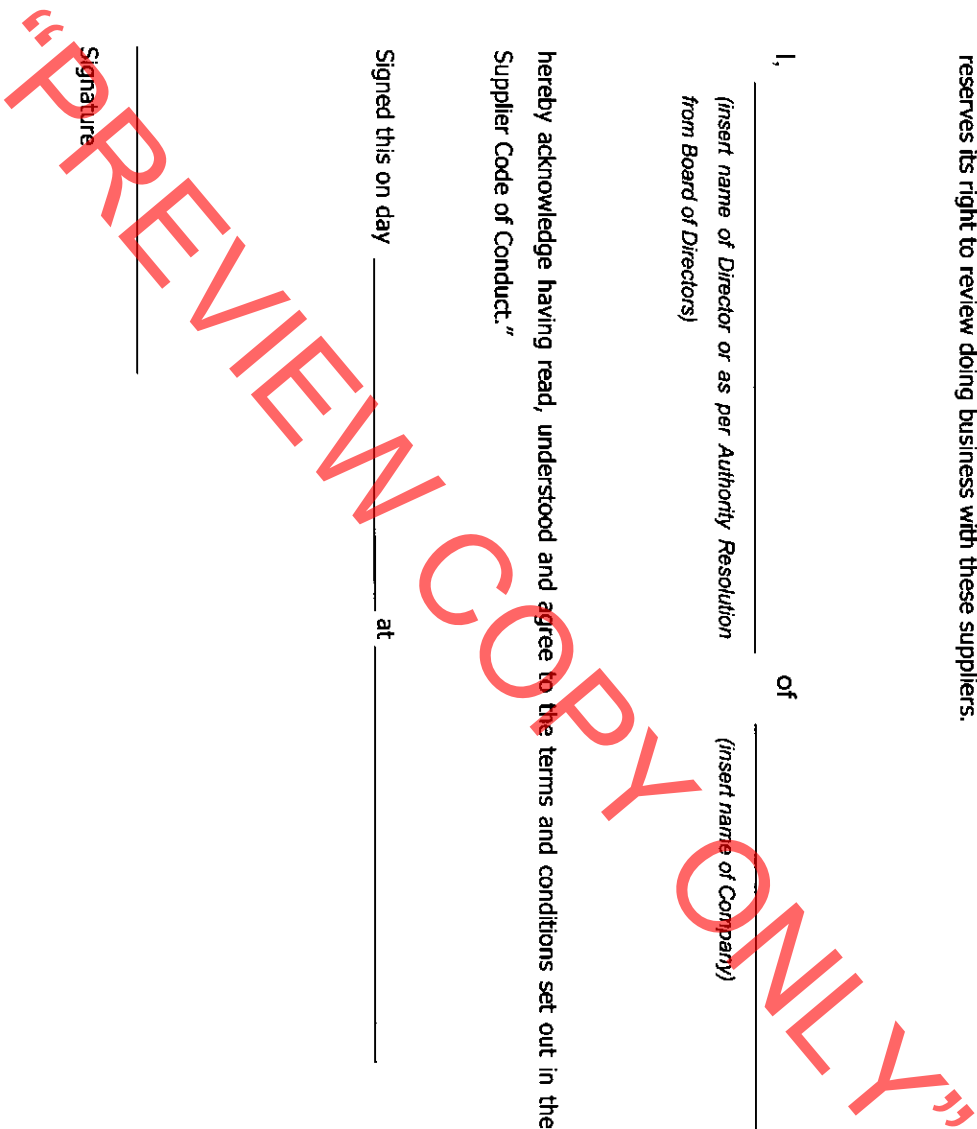
Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, _____ of _____
(insert name of Director or as per Authority Resolution from Board of Directors) *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day _____ at _____

Signature





SECTION 6 : SUPPLIER DEVELOPMENT QUESTIONS						
This section must be duly completed for this procurement event/tender/RFP (IN TERMS OF THE BUSINESS CURRENT STATUS)						
			SD VALUE INDICATORS - CURRENT STATUS			
		SD MEASUREMENT	NUMBER	PERCENTAGE	RAND VALUE	BID REFERENCE
6.1 FURTHER RECOGNITION						
	6.1.1	In terms of Ownership of the business, what percentage of exercisable voting rights is currently in the hands of Black Persons				
	6.1.2	In terms of Ownership of the business, what percentage of exercisable voting rights is currently in the hands of Black Women				
	6.1.3	Is your business an Exempt Micro-Enterprise (EME) or Qualifying Small-Enterprise (QSE) – YES/NO				
6.2 SKILLS DEVELOPMENT						
	6.1.6	How many (Number & Percentage) of Individuals to be trained?				
		What is the Rand Value of Individuals to be trained?				
	6.1.7	How many (Number & Percentage) of Black Women will be trained?				
		What is the Rand Value of Black Women to trained?				
		How many (Number & Percentage) Black Youth to be				



		trained?				
		SD MEASUREMENT	NUMBER	PERCENTAGE	RAND VALUE	BID REFERENCE
6.3 JOB CREATION						
	6.3.1.	How many (Number & Percentage) of New Skilled jobs will be created?				
	6.3.2	How many (Number & Percentage) of New Skilled jobs will be created in the RURAL areas?				
	6.3.3	How many (Number & Percentage) of NEW SKILLED JOBS will be to Historically Disadvantaged Individuals/Contractors)				
	6.3.4	How many (Number & Percentage) of New Unskilled jobs will be created?				
	6.3.5	How many (Number & Percentage) of New Unskilled jobs will be created in the RURAL areas?				
	6.3.6	How many (Number & Percentage) of NEW UNSKILLED JOBS will be created to Historically Disadvantaged Individuals/Contractors)				
	6.3.7	How many (Number & Percentage) of NEW UNSKILLED JOBS will be created to Black women				
	6.3.8	How many (Number & Percentage) of NEW UNSKILLED JOBS will be to the youth				



		SD MEASUREMENT	NUMBER	PERCENTAGE	RAND VALUE	BID REFERENCE
6.4 JOB PRESERVATION						
	6.4.1	How many (Number) Jobs will be Maintained/Preserved				
	6.4.2	- By the Bidder/Tenderer				
	6.4.3	- By Sub-Contractors				
	6.4.4	- By the Suppliers				
	6.4.5	- By Other				
6.5 SMALL BUSINESS PROMOTION						
	6.5.1	What is the Planned Percentage procurement from QSE's within the town/city of operation				
	6.5.2	What is the Planned Percentage procurement from EME's within the town/city of operation				
	6.5.3	What is the Planned Percentage procurement from Start-Up Enterprises within the town/city of operation				

FOR REVIEW ONLY

Mutual Non-Disclosure Agreement

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:

THIS AGREEMENT is made effective as of day of 20..... by and between:

Transnet SOC Ltd (Registration No. 1990/000900/06), a company incorporated and existing under the laws of South Africa, having its principal place of business at Carlton Centre, 150 Commissioner Street, Johannesburg, 2001, South Africa,
and

..... (Registration No.), a private company incorporated and existing under the laws of South Africa having its principal place of business at

1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of the **Supply and Delivery of Hardware Materials on an "as and when" required basis**. Each party ("the receiving party") shall treat as confidential all information and know-how which it may receive from the other party ("the disclosing party") in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

2. Definition

"**Confidential Information**" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

3. Exclusions

Confidential Information does not include information, technical data or know-how which:

- 3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure;
- 3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;
- 3.3. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;

- 3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- 3.5. is approved for release by the disclosing party in writing.

4. Non-Disclosure of Confidential Information

- 4.1. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.

- 4.2. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

5. Promotion of Access to Information Act, No.2 of 2000

- 5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- 5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- 5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.



5.4. The receiving party acknowledges that the provisions of sub-clause 5.2 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

6. Non-Solicitation

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

7. Mandatory Disclosure

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

8. Variation, Addition or Cancellation

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

9. No License Granted

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

10. No Representations

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party's use of Confidential Information provided hereunder.

**11. Term**

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

12. Miscellaneous

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.

14. Disputes

Any dispute or difference arising out of or relating to this Confidentiality Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction.

15. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed _____

Date _____



Name

Position

Tenderer

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