



Transnet Freight Rail
an Operating Division of
TRANSNET SOC LIMITED
(Registration No. 1990/000900/30)

RFP: CRAC-VAR-8728

DESCRIPTION

**SUPPLY AND DELIVERY OF
TRAIN CREW UNIFORM CLOTHING
FOR A PERIOD OF ONE YEAR**

ISSUE DATE : 18 JUNE 2012

CLOSING DATE : 03 JULY 2012

CLOSING TIME : 10H00

OPTION DATE : 28 SEPTEMBER 2012

TENDER CLOSE: ALLOCATED AT THE CHAIRPERSON TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG.

TENDER ENVELOPE TO BE MARKED AS FOLLOWS:

RFP NUMBER: CRAC/VAR/8728 SUPPLY AND DELIVERY OF TRAIN CREW UNIFORM CLOTHING.

PLEASE NOTE THAT LATE RESPONSES WILL BE DISQUALIFIED

TENDERS MUST BE SUMMITTED IN DUPLICATE

Respondent's Signature

1

Date and Company Stamp



RFP NUMBER CRAC/VAR/8728

SUPPLY AND DELIVERY OF

TRAIN CREW UNIFORM CLOTHING

FOR A PERIOD OF ONE (1) YEAR

SCHEDULE OF DOCUMENTS

Section

- 1. Notice to Bidders**
- 2. Background, Overview and Scope of Requirements**
- 3. Proposal Form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFP Documents**
- 6. Description, Pricing & Estimated Quantity.**
- 7. General Tender Conditions (CSS5 – Goods)**
- 8. Standard Terms and Conditions of Contract (US7 - Goods)**
- 9. Specifications and Drawings**
- 10. Supplier Declaration Form**
- 11. Suppliers Code of Conduct**
- 12. Non-Disclosure Agreement**

Respondent's Signature

2

Date and Company Stamp



SECTION 1

RFP NUMBER CRAC/VAR/8728

**SUPPLY AND DELIVERY OF
TRAIN CREW UNIFORM CLOTHING
FOR A PERIOD OF ONE (1) YEAR**

NOTICE TO BIDDERS

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

On or after 18 June 2012 the RFP documents may be inspected at, and are obtainable from the office of TRANSNET TENDER ADVICE CENTRE, GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG.

A non-refundable tender fee of R500.00 (Inclusive of VAT) is applicable per tender. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFP: CRAC/VAR/8728 and the Company Name. Receipt/s to be presented prior to collection of the tender/s

2. DELIVERY INSTRUCTIONS

- 1 **If posted**, the envelope must be addressed to the Chairperson, TRANSNET Freight Rail Acquisition Council, P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Chairperson before the closing time of the RFP. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 2 **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Inyanda House 1, 21 Wellington road, Parktown, Johannesburg and should be addressed as follows:

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



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.

It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

- 3** If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Chairperson, TRANSNET Freight Rail Acquisition Council and a signature obtained from that Office.
- 1.** **Please note that this RFP closes punctually at 10:00 on Tuesday 03 July 2012 and must be submitted in duplicate**
- 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 RFP 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 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 RFP 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. Alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

Respondent's Signature

4

Date and Company Stamp



5. **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 R 30,000 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. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.

However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 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. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.

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

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.

Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.

Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.

<p>Turnover: Indicate your company's most recent annual turnover:</p> <p style="text-align: center;">R.....</p>
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- 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.

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.



Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBEE UNIQUE PROFILE NUMBER:

Failure to submit your BBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBEE evaluation.

6. 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 RFP 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 RFP to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFP, communicate with the Secretary of the Transnet Acquisition Council, at telephone number 011 544 9577 or fax no. 011 774 9760 on any matter relating to its RFP response.

7. RFP 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.

8. INSTRUCTIONS FOR COMPLETING THE RFP

- (i) **Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.**
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Proposals:
 - See section 10 (Transnet suppliers declaration/application form).

9. 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.

10. ADDITIONAL NOTES:

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- Changes by the Respondent to its submission will not be considered after the closing date

Respondent's Signature

Date and Company Stamp



- The person or persons signing the Proposal 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 Proposal 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 Proposals 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 AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A PROPOSAL BEING REJECTED / NON RESPONSIVE**

11. DISCLAIMERS

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

- modify the RFP's Goods 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 Proposals submitted after the stated submission deadline
- not necessarily accept the lowest priced Proposal
- reject all Proposals, if it so decides
- award a contract in connection with this Proposal at any time after the RFP's closing date
- award only a portion of the proposed Goods which are reflected in the scope of this RFP
- 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 Proposal, whether or not the Respondent is awarded a contract.

Respondent's Signature

8

Date and Company Stamp



12. LEGAL REVIEW

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

Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....

FRAUD HOTLINE

Transnet strives to be fair, equitable and just in all its dealings with tenderers. As such we encourage all tenderers to report any practice, activity or information that they are aware of or become aware of which may result in any perception of or actual fraud being committed against or in the name of Transnet. The hotline details are:-

Hotline telephone: 0800 003 056

Email: transnet@tip-offs.com

Fax: 0800 007 788

All information received will be treated with the utmost confidentiality

"PREVIEW COPY ONLY"

Respondent's Signature

Date and Company Stamp



SECTION 2

RFP NUMBER CRAC/VAR/8728

**SUPPLY AND DELIVERY OF
TRAIN CREW UNIFORM CLOTHING
FOR A PERIOD OF ONE (1) YEAR**

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. EXECUTIVE OVERVIEW

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 supply of Goods 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 Goods, including managed service processes on a Group basis.
- It may ensure that various operating divisions of Transnet place contracts in respect of their own needs against this tender. However, this decision rests solely with each operating division and tenderers must not assume that this will be the case. i.e. The successful Tenderer will not be able to demand that contracts are placed by all Operation Divisions.

2. SCOPE OF REQUIREMENTS

SUPPLY AND DELIVERY OF TRAIN CREW UNIFORMS

Respondent's Signature

10

Date and Company Stamp



3. GENERAL INFORMATION

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

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

4. AS AND WHEN CONTRACTS

Purchase orders will be placed on the successful Respondents from time to time as and when supplies are required.

Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected within the delivery period/lead time specified beyond the expiry date of the contract under the same terms and conditions as agreed upon.

The Respondents must indicate hereunder the combined manufacturing and delivery lead time for delivery of the Goods /products/material to end destination in the Republic of South Africa, calculated as from the 7th (seventh) day after the date of the relevant purchase order:

RFP ITEM NUMBER	MANUFACTURING & DELIVERY LEAD TIME
1.	(weeks/months)
2.	(weeks/months)

- (i) Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- (ii) Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by TRANSNET. Material supplied earlier than specified may not be paid for or may be returned with the Supplier being held liable for all expenses incurred, eg. railage charges, handling charges, etc., both ways.

If the delivery period(s) offered by the Respondents is/are subject to a maximum monthly production capacity, full particulars must be indicated hereunder:

RFP ITEM NUMBER	MAXIMUM MONTHLY PRODUCTION CAPACITY
1.	(weeks/months)
2.	(weeks/months)

(If there is insufficient space above to accommodate all the items concerned, a separate statement containing the details must be submitted).



The Respondents must state hereunder the annual holiday closedown period and whether this period has been included in the delivery lead time offered

.....

The Respondent is to furnish the following information:

What action does the Respondent propose to take to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which would ordinarily occur within the stated delivery period:

.....

5. PRE-PRODUCTION SAMPLES

Only in cases when a pre-production sample(s) is called for, the Respondent should state here the date required to deliver the necessary pre-production samples(s) calculated as from the date of notification of acceptance of the Proposal by Transnet.

.....

NB : Purchase Orders will be placed on the Supplier(s) only after the date of approval of the pre-production sample(s).

State the number of days/weeks/months after which delivery would commence subject to Transnet's approval of the pre-production sample(s), calculated as from the date of such approval:

.....



6. MANUFACTURERS

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

(i) LOCAL MANUFACTURER(S):

RFP ITEM NO.	NAME	ADDRESS (IN FULL)
.....
.....
.....

7. SUPPLIERS

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

(i) LOCAL MANUFACTURER(S):

RFP ITEM NO.	NAME	ADDRESS (IN FULL)
.....
.....
.....

8. PENALTY FOR DELAYS IN DELIVERY

If the Service Provider fails to effect delivery of any portion of the deliverables within the period(s) stipulated in the contract ("Delivery Schedule"), the Client shall have the right to retain as a penalty one-fourteenth percent of the actual amount due in respect of the deliverable delayed for each day of the period of delay. Any amount recoverable from the Service Provider in terms of this clause may, without prejudice to any other legal remedies available to the Client, be deducted in whole or in part from any monies in the hands of the Client due for payment to the Service Provider.

9. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the **National Railway Safety Regulator Act, 16 of 2002**, the successful Respondent (the "Supplier") shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in Section 9 (*Specifications and Drawings*) of this RFP, and shall thereby adhere to railway safety requirements and/or regulations.

Respondent's Signature

Date and Company Stamp



Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

YES		NO	
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10. 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 sales payable in the next quarter:
 - Pick perfect rate/quantity/specifications
 - On-time delivery
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Supplier will pay all costs for returns (shipping, restocking, etc.) as long as materials are in resalable condition. Time limitation on returns will be 14 (fourteen) working days from date of delivery unless the product needs to be shipped back to original manufacturer either for repair or replacement, and then another future reasonable date shall be determined.
- 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		NO	
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11. 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 Proposal if there is insufficient space available.

.....

(iv) 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 and specification of Goods delivered:

.....

(ii) continuity of supply (refer clause 10.1(c) of Form US7):

.....



(iii) compliance with the Occupational Health and Safety Act, 85 of 1993 (refer clause 7.1(f) of Form US7)

.....

.....

.....

(iv) compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 12 above)

.....

.....

.....

(v) 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:

(vi) DISQUALIFICATION

IN TERMS OF SECTION 9: CLAUSES 1(a) TO 1(e): FAILURE TO COMPLY WITH THIS REQUIREMENT WILL LEAD TO AUTOMATICALLY DISQUALIFICATION.

(vii) EVALUATION CRITERIA

IN TERMS OF SECTION 9: CLAUSES 1 AUTOMATICALLY DISQUALIFICATION

Respondent's Signature

Date and Company Stamp



The following criteria will need to be met in terms of evaluation of this tender but will not be limited to the criteria

TECHNICAL:

- Due diligence
- Production capacity
- Capability Report (Actual manufacturer)
- National Bargaining Council Certificate for Clothing Manufacturers

BBBEE:

- Compliance to basic condition of Employment.
- BBBEE status of company Level ____

COMMERCIAL:

- Pricing - Whilst not the sole factor for consideration, competitive pricing and overall level of discounts will be critical in indicating how much you value Transnet's business

“PREVIEW COPY ONLY”

Respondent's Signature

17

Date and Company Stamp



SECTION 3

RFP NUMBER CRAC/VAR/8728
SUPPLY AND DELIVERY OF
TRAIN CREW UNIFORM CLOTHING
FOR A PERIOD OF ONE (1) YEAR

PROPOSAL FORM

I/We _____

(name of company, close corporation or partnership)

of (full address) _____

carrying on business under style or title of (trading as)

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Goods 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 RFP documents.

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

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

Respondent's Signature

18

Date and Company Stamp



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

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

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

I/We accept that any contract resulting from this offer will be for a period 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 Goods 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 RFP. 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 Proposal 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 RFP

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

VALIDITY PERIOD

Transnet desires a validity period of 4 (four) months (from closing date) against this RFP. It should be noted that Respondents may offer an earlier validity period, but that their Proposals 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 RFP is valid until _____ (State alternative validity period/date).

Respondent's Signature

Date and Company Stamp



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 Proposal.

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 RFP is submitted.

(i) Registration number of company / C.C.

(ii) Registered name of company / C.C.

(iii) Full name(s) of director/member(s) Address/Addresses ID Number/s

Full name(s) of director/member(s)	Address/Addresses	ID Number/s
.....
.....
.....
.....
.....

"PREVIEW COPY ONLY"

Respondent’s Signature

Date and Company Stamp



REGISTRATION CERTIFICATE

Respondents must submit a certified copy of their company’s Registration Certificate with their tender.

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 – Goods.

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 Goods, 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

If YES, please indicate below:

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

ADDRESS

Respondent’s Signature

Date and Company Stamp



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

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 item(s) or 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	√
Background overview – Section 2	√
Proposal Form – Section 3	√
Resolution of Board of Directors (Respondent's Representative) – Section 4	√
Certificate of Acquaintance with RFP Documents – Section 5	√
Description, estimated quantity & Pricing – Section 6	√
Transnet Supplier Declaration/Application--Section 10 (Items 1 to 8 Must be submitted)	√
Capability report (SANAS accredited or recognized)-- Section 9	√
National Bargaining Council Certificate for clothing manufacturers-- Section 9	√
Non-Disclosure Agreement--Section 12	√

NOTE: Sections 1, 2, 3, 4, 5, 6, 9, 10 and 12 as indicated in the footer of each page, must be signed and dated by the Respondent.

Respondent's Signature

22

Date and Company Stamp



By signing the RFP documents, 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 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 _____ on 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”

Respondent's Signature

Date and Company Stamp



SECTION 4

RFP NUMBER CRAC/VAR/8728

**SUPPLY AND DELIVERY OF
TRAIN CREW UNIFORM CLOTHING
FOR A PERIOD OF ONE (1) YEAR**

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, Proposals and/or Contracts for the supply of Goods.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY



SECTION 5

**RFP NUMBER CRAC/VAR/8728
SUPPLY AND DELIVERY OF
TRAIN CREW UNIFORM CLOTHING
FOR A PERIOD OF ONE (1) YEAR**

CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP 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 RFP/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

RFP NUMBER CRAC/VAR/8728

**SUPPLY AND DELIVERY OF
TRAIN CREW UNIFORM CLOTHING
FOR A PERIOD OF ONE (1) YEAR**

DESCRIPTION, PRICING & ESTIMATED QUANTITY:

NUMBER 1

COAT, ALL-WEATHER

TYPE UNISEX

MATERIAL POLYESTER/VISCOSE

COLOR BLACK

TRANSNET LOGO & TRAIN CREW, DUAL PURPOSE

SPECIFICATION: CSS 286.21 G7/LATEST

REFERENCE NO: 35162437

Item No.	Size	Estimated Quantities	Price Per Each
35/162449	77	22	
35/162450	82	147	
35/162462	87	445	
35/162474	92	847	
35/162486	97	1354	
35/162498	102	1152	
35/162502	107	956	
35/162514	112	261	
35/162526	117	142	
35/162538	122	55	
35/162551	127	19	
35/162563	132	17	
35/162575	137	11	
35/162587	142	3	
35/162599	147	3	
35/162603	152	4	
35/162615	157	4	
35/162627	162	4	
35/162689	SPECIAL	4	

Respondent's Signature

Date and Company Stamp



NUMBER 2

JACKET, UTILITY
TYPE PARKA
GENDER UNISEX
COLOR BLACK & OLIVE GREEN
JACKET MATERIAL POLYESTER/VISCOSE
FEATURES TRANSNET LOGO & TRAIN CREW
PACKAGE TYPE PLASTIC ENVELOPE
SPECIFICATION: CSS 286.21 G156/LATEST
REFERENCE NO: 35162640

Item No	Size	Estimated Quantities	Price Per Each
35/162652	62-67 (XXS)	21	
35/162664	72-77 (XS)	393	
35/162676	82-87 (S)	592	
35/162688	92-97 (M)	1910	
35/162704	102-107 (L)	1324	
35/162716	112-117 (XL)	645	
35/162728	122-127 (2XL)	197	
35/162741	132-137 (3XL)	37	
35/162753	142-147 (4XL)	22	
35/162765	152-157 (5XL)	3	
35/162777	162-167 (6XL)	3	
35/162785	SPECIAL	3	

“PREVIEW COPY ONLY”

Respondent's Signature

Date and Company Stamp



NUMBER 3

TROUSERS, UTILITY

TYPE CORPORATE

GENDER MALE

STYLE CHINO

COLOR BLACK

CLOTH NAME POLYESTER 67PCT/COTTON 33PCT

CLOSING METHOD BUTTON AND SLIDE FASTENER

POCKET TYPE SIDE SLANTED POCKETS WITH TWO BACK PATCH POCKETS

TROUSERS POCKET QUANTITY 4

FEATURES REFLECTIVE STRIPS AND CONTRASTING OLIVE SIDE STRIPE

PACKAGE TYPE PLASTIC ENVELOPE

SPECIFICATION: CSS286.21 G157/LATEST

REFERENCE NO: 35162866

Item No.	Size	Estimated Quantities	Price Per Each
35/162878	72	135	
35/162891	77	813	
35/162906	82	1841	
35/162918	87	2559	
35/162931	92	2322	
35/162943	97	2854	
35/162955	102	3154	
35/162967	107	1294	
35/162979	112	732	
35/162980	117	431	
35/162992	122	259	
35/163002	127	135	
35/162014	132	66	
35/162026	137	57	
35/162038	142	28	
35/162051	147	17	
35/162063	152	22	
35/162075	157	16	
35/162087	162	14	
35/162099	SPECIAL	4	

Respondent's Signature

Date and Company Stamp



NUMBER 4

TROUSERS, UTILITY
 TYPE CORPORATE
 GENDER FEMALE
 STYLE CHINO
 COLOR BLACK

FIBER MATERIAL POLYESTER 67PCT/COTTON 33PCT

CLOTH NAME 2/1 TWILL 235 G/M2

CLOSING METHOD SLIDE FASTENER

POCKET TYPE SIDE SLANTED POCKETS WITH TWO BACK POCKETS

TROUSERS POCKET QUANTITY 4

FEATURES REFLECTIVE STRIPS, SIDE SEAM OLIVE GREEN TAPING,
 TRANSNET LOGO

PACKAGE TYPE PLASTIC ENVELOPE

SPECIFICATION: CSS 286.21 G160/LATEST

REFERENCE NO: 35163581

Item No.	Size	Estimated Quantities	Price Per Each
35/163593	26 / 66	39	
35/163608	28 / 71	177	
35/163621	30 / 76	323	
35/163633	32 / 81	629	
35/163645	34 / 87	1050	
35/163657	36 / 92	1193	
35/163669	38 / 97	944	
35/163670	40 / 102	634	
35/163682	42 / 107	346	
35/163694	44 / 112	196	
35/163709	46 / 117	102	
35/163710	48 / 122	62	
35/163722	50 / 127	21	
35/163734	52 / 132	6	
35/163746	54 / 137	77	
35/163758	56 / 142	2	
35/163771	58 / 147	2	
35/163781	60 / 152	79	
35/163783	62 / 157	79	
35/163811	64 / 162	10	
35/163823	SPECIAL	4	

NUMBER 5

 Respondent's Signature

 Date and Company Stamp



SHORTS, UNISEX
 TYPE FRONTLINE
 STYLE BURMUDA
 MATERIAL 2/1 TWILL 235 G/M2
 COLOR BLACK
 CLOTH NAME POLYESTER 67PCT/COTTON 33PCT
 POCKET TYPE TWO SIDE, TWO HIP
 CLOSING METHOD SLIDE FASTENER
 POCKET QUANTITY FOUR
 PACKAGE TYPE PLASTIC ENVELOPE
 SPECIAL FEATURES WITH REFLECTIVE STRIP AND TRANSNET LOGO
 SPECIFICATION: CSS 286.21 G158/ILATEST
 REFERENCE NO: 35163103

Item No.	Size	Estimated Quantities	Price Per Each
35/163115	67	39	
35/163127	72	177	
35/163139	77	323	
35/163140	82	629	
35/163152	87	1050	
35/163164	92	1193	
35/163176	97	944	
35/163188	102	634	
35/163204	107	346	
35/163216	112	196	
35/163228	117	102	
35/163241	122	62	
35/163253	127	21	
35/163265	132	6	
35/163277	137	77	
35/163289	142	2	
35/163290	147	2	
35/163305	SPECIAL	2	

NUMBER 6

Respondent's Signature

Date and Company Stamp



SHIRT, UTILITY
TYPE SHORT SLEEVE
GENDER UNISEX
COLOR BLACK AND OLIVE GREEN
GARMENT STYLE TWO TONE
FIBER MATERIAL POLYESTER 67PCT/COTTON 33PCT
CLOTH NAME 2/1 TWILL 200 G/M2
GARMENT COLLAR TYPE OPEN NECK
CLOSING METHOD BUTTONS
FEATURES SHOULDER STRAPS, REFLECTIVE STRIPS ON YOKE, TRANSNET LOGO
PACKAGE TYPE PLASTIC BAG
SPECIFICATION: CSS286.21 G159/LATEST
REFERENCE NO: 35163317

Item No.	Size	Estimated Quantities	Price Per Each
35/163329	62-71 (XXS)	67	
35/163330	72-81 (XS)	1653	
35/163342	82-91 (S)	7069	
35/163354	92-101 (M)	6982	
35/163366	102-111 (L)	3088	
35/163378	112-121 (XL)	1089	
35/163391	122-131 (2XL)	871	
35/163406	132-141 (3XL)	301	
35/163418	142-157 (4XL)	183	
35/163431	152-161 (5XL)	57	
35/1633443	SPECIAL	4	

NUMBER 7

Respondent's Signature

Date and Company Stamp



SWEATER
TYPE JERSEY
STYLE V NECK
COLOR BLACK
MATERIAL WOOL/ACRYLIC
FEATURES TRANSNET LOGO
GENDER UNISEX
PACKAGE TYPE PLASTIC ENVELOPE
82-87 CM, WITH SHOULDER STRAPS, TRAIN CREW ON LEFT HAND SIDE
SPECIFICATION: CSS 286.21 G20 / LATEST
REFERENCE NO: 35163455

Item No.	Size	Estimated Quantities	Price Per Each
35163467	82-87 (S)	378	
35163479	92-97 (M)	767	
35163480	102-107 (L)	983	
35163492	112-117 (XL)	1123	
35163507	122-127 (2XL)	954	
35163519	132-137 (3XL)	713	
35163520	142-147 (4XL)	652	
35163532	152-157 (5XL)	153	
35163544	162-167 (6XL)	21	
35163556	(SPECIAL)	4	

Respondent's Signature

Date and Company Stamp



NUMBER 8

SOCKS
GENDER UNISEX
TYPE ANKLET
MATERIAL COTTON/NYLON
COLOR BLACK
WEIGHT 41 G
PACKAGE TYPE PACK 4
SPECIFICATION: CSS 286.21 F2 / LATEST
REFERENCE NO: 35161962

Size	Item number	Estimated Quantities	Price Per Pair
240, WEIGHT: 410 G / 10 PAIRS, LEG 240 MM	035161974	5450	
260, WEIGHT: 450 G / 10 PAIRS, LEG 260 MM	035161986	12180	
300, WEIGHT: 526 G / 10 PAIRS, LEG 300 MM	035161998	5140	

NUMBER 9

CAP, UTILITY
TYPE BASE BALL
COLOR BLACK
MATERIAL COTTON TWILL
FEATURES TRANSNET LOGO
PACKAGE TYPE PACK 10
47 CM AND UP
SPECIFICATION: CSS 286.21 G161/LATEST
REFERENCE NO: 35163835

Item No.	Size	Estimated Quantities	Price Per Each
35/163847	M (UP TO 56 CM)	2145	
35/163859	L (57 CM & UP)	1969	

Respondent's Signature

Date and Company Stamp



NUMBER 10

CAP, COLD WEATHER
TYPE KNITTED
SIZE ONE SIZE FITS ALL
MATERIAL ACRYLIC
COLOUR - BLACK, TRANSNET LOGO IN OLIVE GREEN
SPECIFICATION: CSS 286.21 G23/LATEST

Item No.	Size	Estimated Quantity	Price Per Each
35163860	ONE SIZE FITS ALL	5000	

NUMBER 11

INSIGNIA, GRADE, SHOULDER LOOP SLEEVE
TYPE DETACHABLE EPAULETTE
MATERIAL NYLON
BLACK; CATEGORY-A TRAIN DRIVER, ONE GOLDEN YELLOW STRIPE.
SAMPLE CAN BE VIEWED AT TRANSNET WAREHOUSE 762
REFERENCE NO: 35163873

Grade	Item No.	Estimated Quantities	Price Per Each
CATEGORY A ONE STRIPE	035163884	822	
CATEGORY B TWO STRIPES	035163896	611	
CATEGORY C THREE STRIPES	035163900	1525	

Respondent's Signature

Date and Company Stamp



SECTION 7

CRAC/VAR/8728

**SUPPLY AND DELIVERY OF
TRAIN CREW UNIFORM CLOTHING
FOR A PERIOD OF ONE (1) YEAR**

GENERAL TENDER CONDITIONS - GOODS

“PREVIEW COPY ONLY”

Refer Form CSS5 attached hereto

Respondent's Signature

35

Date and Company Stamp



SECTION 8

CRAC/VAR/8728 SUPPLY AND DELIVERY OF TRAIN CREW UNIFORM CLOTHING FOR A PERIOD OF ONE (1) YEAR

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS TO TRANSNET

Refer Form US7 attached hereto.

Respondents should note the obligations as set out in
Clause 24 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 – Goods, a copy of which is attached hereto.

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, except penalties for late deliveries, the exclusion of which may disqualify the RFP, save where indicated otherwise by Transnet."

Respondent's Signature

36

Date and Company Stamp



SECTION 9

CRAC/VAR/8728
SUPPLY AND DELIVERY OF
TRAIN CREW UNIFORM CLOTHING
FOR A PERIOD OF ONE (1) YEAR

SPECIFICATIONS

Refer to attached specifications

Bidders are to note the latest available specifications are as follows:

CSS 286.21 F2: Revised: June 2102
CSS 286.21 G7: Revised: June 2012
CSS 286.21 G20: Revised: June 2012
CSS 286.21 G23: Revised: June 2012
CSS 286.21 G156 Version 1
CSS 286.21 G157 Version 1
CSS 286.21 G158 Version 1
CSS 286.21 G159: Version 1
CSS 286.21 G160: Version 1
CSS 286.21 PAC/1 : March 2005 (Packing)
CSS 286.21 LAB/1 : May 2003 (Labelling)

SEE ATTACHED SPECIFICATION

Sample can be viewed at Clothing Warehouse 762, corner Proserpine and Pomeroy Avenue, Langlaagte

PRE / POST COMPLIANCE REQUIREMENTS, TECHNICALITIES AND REMARKS:

1. CAPABILITY REPORT, :

- a. It is a condition of bid that a capability report (all pages) issued by an organization accredited or recognized by SANAS, which proves that the bidder / manufacturer is capable to manufacture the product(s) in accordance with the relevant specification(s), be submitted with the tender document.
- b. The capability report **must** refer to the specific item(s) tendered for. If the report does not refer to the specific item(s) the tender will automatically be disqualified.
- c. In the event of the bidder not being the actual manufacturer and will be sourcing the products from another company a valid capability report from the manufacturer who manufactures the **product(s)** must be submitted with the tender.
- d. The capability report must not be older than 12 months
- e. Failure to submit a capability report will result in your bid being disqualified

Respondent's Signature

37

Date and Company Stamp



Actual manufacturer

TENDER ITEM	Name of Company	Contact Person	Telephone number
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

2. DOCUMENTATION OF UNDERTAKING

If you are a manufacturer, but will be sourcing your products for example fabric, lining from another company, a letter from that company,'(s) confirming supply arrangements including lead times in this regard, **must** accompany your bid. The letter must be addressed to the bidder.
The said letter must refer to the item description, specification.

3. CLOTH COMPLIANCE:

Actual cloth / fabric & yarn supplier

TENDER ITEM	Name of Company	Contact Person	Telephone number
1 cloth			
2 cloth			
3 cloth			
4 cloth			
5 cloth			
6 cloth			
7 yarn			
8 yarn			
9 cloth			
10 yarn			

- a. It will be expected that a batch release certificate of compliance to the requirements of SANS 1387 – 11/ 2009 **Table 1** –Fabric requirements be submitted with the tender documents be submitted together with the tender documents, failure to submit will result in your bid being disqualified

Respondent's Signature

Date and Company Stamp



4. BARGAINING COUNCIL COMPLIANCE CERTIFICATE

It is imperative that Transnet supports fair trade in the clothing industry and therefore do require registration to the National Bargaining Council.

It is therefore required that a registration certificate be submitted with the tender documents

5. EVALUATION SAMPLES

Short listed tenderers will be required to submit one evaluation sample.

6. PRE-PRODUCTION SAMPLES:

It will be expected from the successful bidder (contractor) to submit 3 different sized pre-production samples to the Senior Technical Advisor, Clothing Warehouse 762, corner Proserpine and Pomeroy Avenue, Langlaagte (Attention: Mr. Cor du Plooy, Tel (011) 309-7238).

The pre-production samples must be bear all the requirements according to the specification i.e. logo and labelling. It will be required that a full range be submitted after approval of the samples

7. SIZE RANGES:

Tenderers are requested to tender in accordance with Transnet Limited size ranges relevant to the specification.

8. PACKING, CARE-LABELLING AND MARKING:

The garments will require to be suitably and securely packed, labelled and marked in terms of the relevant clauses of specification CSS 286.21 PAC/1: March 2005 and CSS 286.21 LAB/1: May 2003.

9. INSPECTION:

The inspecting authority appointed by Transnet shall be given every reasonable facility for carrying the inspection called for in section 12, inspection, of Transnet's Form US7 "Goods" conditions of Transnet tenders, contracts and orders.

10. NEGOTIATION:

Transnet reserves the right to negotiate prices and commercial aspects after the closing date of the tender.

11. PRICE BASIS:

(1) The Tenderer must state hereunder whether the price(s) quoted, is/are firm for the currency of any resulting contract.

If "NO" for what period are you prepared to hold the price(s) firm.

(2) Tenderers are to note that tenders in which firm prices quoted for the duration of any resulting contract will receive precedence over prices which are subject to adjustment.

(3) If prices is/are subject to adjustment, such adjustment shall not be effective until accepted by Transnet Limited and in this connection the attention of the Tenderer is specially directed to clause 9(2) of the general conditions of Transnet tenders, contracts and orders from US7 (revised August 2008)

Respondent's Signature

39

Date and Company Stamp



SECTION 10

CRAC/VAR/8728 SUPPLY AND DELIVERY OF TRAIN CREW UNIFORM CLOTHING FOR A PERIOD OF ONE (1) YEAR

SUPPLIERS DECLARATION FORM

Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB: - *Failure to submit the above documentation will delay the vendor creation process.*
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.

NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

Respondent's Signature

40

Date and Company Stamp



- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,
 Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*

Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million		
Does Your Company Provide	Products		Services		Both		
Area Of Delivery	National		Provincial		Local		
Is Your Company A Public Or Private Entity				Public		Private	

Respondent's Signature

41

Date and Company Stamp



Does Your Company Have A Tax Directive Or IRP30 Certificate	Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)				

BEE Ownership Details				
% Black Ownership		% Black women ownership		% Disabled person/s ownership
Does your company have a BEE certificate	Yes		No	
What is your broad based BEE status (Level 1 to 9 / Unknown)				
How many personnel does the firm employ	Permanent		Part time	

Transnet Contact Person	
Contact number	
Transnet operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(* - Minimum requirements)

2.1	Indicate the business sector in which your company is involved/operating:		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

Respondent's Signature

42

Date and Company Stamp



2.2 What is your company's annual turnover (excluding VAT)? *									
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3 Where are your operating/distribution centres situated *		

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable) (* - Minimum requirements)

3.1 Did the firm previously operate under another name? *			
YES		NO	

3.2 If Yes state its previous name:*	
Registered Name	
Trading Name	

3.3 Who were its previous owners / partners / directors?*	
SURNAME & INITIALS	ID NUMBERS

3.4 List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *								
SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

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3.5 List details of current directors, officers, chairman, secretary etc. of the firm: *

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

3.6 List details of firms personnel who have an ownership interest in another firm: *

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

(Please tick as applicable) (- Minimum requirements)*

4.1 How many personnel does the firm employ? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.1.1 In terms of above kindly provide numbers on women and disabled personnel? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2 Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1 Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

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

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4.2.2	Is your company a recipient of Enterprise Development Contributions?*		
YES		NO	

4.2.3	May the above mentioned information be shared and included in Transnet Supplier Database for future reference? *		
YES		NO	

4.2.4	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *		
YES		NO	

4.2.5	If yes (above) kindly provide the following information:					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.2.6	In terms of above kindly provide numbers on woman and disabled personnel:					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7	Are any of your members/shareholders/directors ex employees of Transnet?		
YES		NO	

4.2.8	Are any of your family members employees of Transnet?		
YES		NO	

4.2.9	If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

Respondent's Signature

Date and Company Stamp



Internal Transnet Departmental Questionnaire (for office use only)

Section 1: To be completed by the Transnet Requesting / Sourcing Department

TFR		TRE		TPT		TPL		TNPA		TRN	
Creat		Amen		Block		Unblock		Once-Off / Emergency			
Extend		Delet		Undel							

Supplier's trading name									
Supplier's registered									
Please indicate if the Supplier has a contract with sourcing Transnet OD						Yes		No	
If yes please submit a copy of the letter of award									

a) What is being procured from the supplier?

i. Products only	Yes		No	
ii. Services only	Yes		No	
iii. Labour only	Yes		No	
iv. Mix of services and	Yes		No	
v. Mix of services and labour	Yes		No	

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
-----	--	----	--

c) If your reply to (b) is **"NO"**, please furnish

d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :

*I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS **IN ALL RESPECTS** BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER*

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	

Tel No:		Fax	
----------------	--	------------	--

Respondent's Signature

Date and Company Stamp



Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of BEE Status)												
NARROW BASED (NB)				BROADBASED (BBBEE)								
BEE O/S	BWBE	DPBE	MR	CONTR. LEVEL	EME: <R5m	QSE: >R5m <R35m		LARGE: >R35m	VALIDITY DATE			
Name		Grade		Date				Signature				
				Y	Y	Y	Y	M	M	D	D	
				Y	Y	Y	Y	M	M	D	D	

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delivering on our commitment to you

Suppliers Code of Conduct

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Suppliers Code of Conduct

Transnet 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:

- >> 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); and
- >> The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise 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.

Transnet 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 influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; 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" Hotline to report these acts - 0900 003 056.

Transnet is firmly committed to 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 non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

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.



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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 must be 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.



Conflict 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. Examples are:

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

Show that you support good business practice by logging onto www.transnet-suppliers.net and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

TIP-OFFS ANONYMOUS HOTLINE
0800 003 056



SECTION 12

**CRAC/VAR/8728
SUPPLY AND DELIVERY OF
TRAIN CREW UNIFORM CLOTHING
FOR A PERIOD OF ONE (1) YEAR**

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made at on the day of 2012

BETWEEN:

Transnet Limited ("Transnet") (Registration No. 1990/000900/06)

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street,
Johannesburg 2001, Gauteng, Republic of South Africa

and

whose registered office is at _____

WHEREAS

Transnet and the Company wish to exchange Information (as defined below) and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and

Respondent's Signature

Date and Company Stamp



conditions of this Agreement which themselves will be subject to the parameters of the Proposal.

IT IS HEREBY AGREED

1. Interpretation

In this Agreement:-

"Agents" means directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

"Confidential Information" means any information or other data relating to one party (the "Disclosing Party") and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Proposal to the other party (the "Receiving Party") or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:-

- (a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or
- (b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
- (c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

"Group" means any subsidiary, any holding company and any subsidiary of any holding company of either party;

"Information" means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium; and

"Proposal" means the aggregation of Transnet's Request for Information (RFI) and Request for Proposal (RFP).

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53

Date and Company Stamp



2. Confidential Information

- 2.1 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.
- 2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:
- (a) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
 - (b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 (ii) above, it shall promptly notify the Disclosing Party and co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights, over the Confidential Information whatsoever beyond those contained in this Agreement.



3. Records and return of Information

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:
- (a) Return all written Confidential Information (including all copies); and
 - (b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Receiving Party or on its behalf (including by any person

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (b) above.

- 3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (b) above.

4. Announcements

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. Duration

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Proposal and continue thereafter for a period of 5 (five) years.

Respondent's Signature

55

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6. Principal

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Proposal and in complying with the terms of this Agreement.

7. Adequacy of damages

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by it, either at law or in equity, for any such threatened or actual breach of this Agreement including specific performance, recovery of damages or otherwise.

8. Privacy and Data Protection

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with this Proposal and shall procure that its personnel shall observe the provisions of such Act (as applicable) or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Proposal and against accidental loss or destruction of, or damage to such data held or processed by them.

9. General

9.1 Neither party may assign the benefit of this Agreement or any interest hereunder except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

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56

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9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorised representatives.

For and on behalf of TRANSNET SOC LIMITED duly authorised thereto	For and on behalf of duly authorised thereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:

AS WITNESS: Name:	AS WITNESS: Name:
Signature:	Signature:
Date:	Date:

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