



TRANSNET LIMITED
(REGISTRATION NO. 1990/000900/06)

REQUEST FOR PROPOSAL (“RFP”)

RFP NUMBER 1030 98854

**TO MANAGE THE DISPOSAL OF REDUNDANT ASSETS AND/OR SCRAP MATERIAL ON
BEHALF OF TRANSNET USING COMPETITIVE BIDDING METHODS FOR A PERIOD OF
TWO YEARS**

ISSUE DATE : 22 June 2009
**RFP INFORMATION
SESSION** : 30 June 2009
CLOSING DATE : 14 July 2009
CLOSING TIME : 10h00
OPTION DATE : 14 October 2009

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

Respondent's Signature

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Date and Company Stamp



RFP NUMBER 1030 98854

**TO MANAGE THE DISPOSAL OF REDUNDANT ASSETS AND/OR SCRAP MATERIAL ON
BEHALF OF TRANSNET USING COMPETITIVE BIDDING METHODS FOR A PERIOD OF
TWO YEARS
SCHEDULE OF DOCUMENTS**

Section

- 1. Notice to Bidders**
- 2. Scope of Requirements & Location of Disposal Sites**
- 3. Proposal Form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFP Documents**
- 6. Questionnaire Form**
- 7. General Tender Conditions (CSS5 – Services)**
- 8. Standard Terms and Conditions of Contract (US7 - Services)**
- 9. Non-Disclosure Agreement**
- 10. Certificate of Attendance at RFP Briefing Session**

Respondent's Signature

Date and Company Stamp



SECTION 1

RFP NUMBER 1030 98854

TO MANAGE THE DISPOSAL OF REDUNDANT ASSETS AND/OR SCRAP MATERIAL ON BEHALF OF TRANSNET USING COMPETITIVE BIDDING METHODS FOR A PERIOD OF TWO YEARS

NOTICE TO BIDDERS

1. Proposals are requested from interested / selected persons, companies, close corporations or enterprises (herein after referred to as the "Respondent(s)") to supply the above-mentioned requirement(s) to TRANSNET. On or after 22 June 2009 the RFP documents may be inspected at, and are obtainable from the Transnet Tender Advice Centre, Level 100, Carlton Centre, 150 Commissioner Street, Johannesburg, Gauteng, on proof of payment of an amount of R250.00 (Two Hundred and Fifty Rand) per set. This payment is to be deposited directly into the Transnet Limited account with Standard Bank, Account number 203158598, Branch code 004805, Reference no.1030 98854. An original bank deposit slip must be presented to the Transnet Tender Advice Centre when collecting the RFP documents.

- 1.1 This amount is not refundable.
- 1.2 RFP documents will not be sold after this deadline.

2. RFP BRIEFING SESSION

Respondent's Signature

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Date and Company Stamp



An RFP briefing session will be held at the Auditorium 201, Railwayman's Inn, and Esselenpark, Gauteng on **Tuesday, 30 June 2009**, commencing at 10h00. Respondents may attend this information session. (Directions to Esselenpark are included with the RFP documents in Section 11).

- 2.1 Respondents are to provide their own transportation and accommodation.
- 2.2 Respondents without a valid RFP document in their possession will not be allowed to attend the briefing session.
- 2.3 The briefing session will start punctually at 10h00.

3. **RESPONDENTS' QUERIES**

Specific queries, to be submitted in writing only (per email or fax) before the closing date of the RFP, should be addressed to the under-mentioned TRANSNET employee:

Name	:	ARTHUR BRANFORD
Email	:	<u>Arthur.branford@transnet.net</u>
Tel	:	011-5840591

In the interest of fairness and transparency the said information will then be made available to the other Respondents who have collected RFP documents. For this purpose all Respondents need to indicate their intention to respond by informing the above-mentioned TRANSNET employee (per email only) of their contact numbers as soon as possible but before close of business on the 14 July 2009.

- 4. Proposals in triplicate must reach the Secretary, TRANSNET Freight Rail Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

Respondent's Signature

Date and Company Stamp



RFP No	: 1030 98854
Description	: DISPOSAL OF SCRAP MATERIAL
Closing date and time	: 14 July 2009 at 10h00
Closing address (refer options paragraph 4 below)	

5. DELIVERY INSTRUCTIONS FOR THIS RFP

- 5.1 If posted, the envelope must be addressed to The Secretary, 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 Secretary 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.
- 5.2 If delivered by hand, the envelope is to be deposited in the TRANSNET tender box which is located in the foyer at the main entrance, and should be addressed as follows:

The Secretary Transnet Freight Rail Acquisition Council Inyanda House 1 21 Wellington Road Park Town Johannesburg

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.

- 5.3 If dispatched by courier, the envelope must be addressed and delivered as follows:

The Secretary Transnet Freight Rail Acquisition Council Inyanda House 1 21 Wellington Road Park Town

Respondent's Signature

Date and Company Stamp



Johannesburg

6. Please note that this RFP closes punctually at 10:00 on Tuesday 14 July 2009.
7. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
8. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
9. The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
10. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, processes, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
11. Envelopes must not contain documents relating to any RFP other than that shown on the envelope.
12. All envelopes must reflect the return address of the Respondent on the reverse side.
13. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 17 (ALTERATIONS MADE BY THE RESPONDENT TO TENDER PRICES) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

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Respondent's Signature

Date and Company Stamp



14. BROAD-BASED BLACK ECONOMIC EMPOWERMENT (“BBBEE”)

TRANSNET fully endorses and supports the Government’s Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET therefore prefers to do business with local business enterprises who share these same values.

TRANSNET consequently urges Respondents (large enterprises and QSE’s – see 12.1 below) to have themselves accredited by any one of the various Accreditation Agencies available who establish BBBEE ratings in accordance with the latest Codes (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies) – “List of Full Members” as displayed on the ABVA website (www.abva.co.za).

Although no Agencies have, as yet, been accredited by SANAS (South African National Accreditation System), TRANSNET will, in the interim, accept rating certificates from Respondents who have been verified by any of the listed Accreditation Agencies.

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

- (a) **Large Enterprises (ie. annual turnover >R35 million):**
 - Rating level based on all 7 (seven) elements of the BBBEE scorecard
- (b) **Qualifying Small Enterprises – QSE (ie annual turnover >R5 million but <R35 million):**
 - Rating based on any 4 (four) of the elements of the BBBEE scorecard
- (c) **Emerging Micro Enterprises – EME (ie. annual turnover <R5m are exempted from being rated or verified):**
 - Automatic BBBEE Level 4 rating, irrespective of race of ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% and/or Black Women ownership >30% automatically qualifies for a BBBEE Level 3 rating, i.e. 110% BBBEE recognition
 - EME’s should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%

Respondent’s Signature

Date and Company Stamp



14.2 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their 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-Supplier(s), as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished.

14.3 In view of the high emphasis which TRANSNET places on Broad-Based Black Economic Empowerment, TRANSNET will allow certain preference points for BBBEE in the evaluation of all responses which will depend on the value of the ensuing business award.

- Where the contract value will be less than R2 million, the 80/20 point preference system will be utilised
- Where the contract value will be more than R2 million, the 90/10 point preference system will be utilised

i.e. The Respondent's BBBEE rating will be scored out of a maximum of 20 or 10 points respectively in the evaluation process.

Each Respondent is required to furnish proof of its BBBEE status to TRANSNET. Failure to do so will result in a score of zero being allocated for BBBEE evaluation.

<p>Turnover: Indicate your company's annual turnover for your last financial year:</p> <p>R.....</p>

- If annual turnover <R5m, please attach auditors letter confirming annual turnover and percentage black ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

Respondent's Signature

Date and Company Stamp



15. **COMMUNICATION WITH TRANSNET**

Respondents are warned that they will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employees of Transnet, in respect of an RFP, between the closing date and the date of the award of the business.

A Respondent may, however, direct any enquiries relating to this RFP to the Transnet employee as indicated in clause 3 (*Respondents' Queries*) above before the stipulated closing date for acceptance of questions.

At any time after the closing date of the RFP, a Respondent may communicate with the Secretary of the Transnet Freight Rail Acquisition Council, at telephone number 011 544-9577/544-9494 or fax number 011 774-9760 on any matter relating to its RFP response.

16. **RFP STATUS UPDATE**

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.

17. **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 in point (4) above.
- (iii) All returnable documents, as listed in Section 3 (*"Returnable Documents"*) must accompany Proposals.

18. **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.

19. **ADDITIONAL NOTES:**

Respondent's Signature

Date and Company Stamp



- Changes by the Respondent to its submission will not be considered after the closing date
- 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.
- The Proposal must clearly indicate full compliance with TRANSNET's requirements and terms and conditions and all terms of the disposal services shall, if not otherwise indicated, be deemed to have been included and provided for in Proposals received.
- 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 work premises during this process.

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

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

20. 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 this RFP. In particular, please note that TRANSNET reserves the right to:

- modify the RFP's 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 Proposals submitted after the stated submission deadline
- not necessarily accept the lowest priced Proposal
- reject all Proposals, if it so decides

Respondent's Signature

Date and Company Stamp



- award a contract in connection with this Proposal at any time after the RFP's closing date
- award only a portion of the proposed Services 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.

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

NAME OF RESPONDENT

PHYSICAL ADDRESS

.....

Respondent's contact person:

Name

Designation.....

Telephone.....

Cell Phone.....

Facsimile.....

Email.....

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Respondent's Signature

Date and Company Stamp



Website.....

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Respondent's Signature

Date and Company Stamp



Transnet insists on honesty and integrity beyond reproach at all times and will not tolerate any form of improper influencing, bribery, corruption, fraud, or any other unethical conduct on the part of bidders / Transnet employees. If, in the opinion of Transnet's Chief Operating Officer, a tenderer / contractor / supplier has or has caused to be promised, offered or given to any Transnet employee, any bribe, commission, gift, loan, advantage or other consideration, Transnet shall be entitled to revoke the tender / contract by following its internal policies that govern the Exclusion process. In such an event Transnet will be entitled to place any Tenderer / Contractor / Supplier who has contravened the provisions of Transnet's business ethics on its List of Excluded Tenderers. This List will also be distributed to all other State Owned Enterprises and Government Departments.

Transnet invites its valued suppliers / contractors or member of public to report any allegations of fraud, corruption or other unethical activities to

Transnet Tip-offs Anonymous

at any of the following addresses / contact numbers:-

- ***Toll-free anonymous hotline - 0800 003 056***
- ***Email - Transnet@tip-offs.com***
- ***Fax number - 0800 007 788***
- ***Freepost DN 298, Umhlanga Rocks, 4320***

Confidentiality is guaranteed.

Respondent's Signature

Date and Company Stamp



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Respondent's Signature

Date and Company Stamp



SECTION 2

RFP NUMBER 1030 98854

TO MANAGE THE DISPOSAL OF REDUNDANT ASSETS AND/OR SCRAP MATERIAL ON BEHALF OF TRANSNET USING COMPETITIVE BIDDING METHODS FOR A PERIOD OF TWO YEARS

SCOPE OF REQUIREMENTS AND LOCATION OF DISPOSAL SITES

1. EXECUTIVE OVERVIEW

The selected service provider(s) will share in the mission and business objectives of TRANSNET. These mutual goals will be met by meeting contract requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, TRANSNET and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow TRANSNET to reach higher levels of quality, service and profitability.

Specifically, TRANSNET seeks to benefit from this partnership in the following ways:

- TRANSNET must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- TRANSNET must achieve appropriate availability that meets user needs while reducing costs for both TRANSNET and the chosen Supplier(s).

Respondent's Signature

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Date and Company Stamp



- TRANSNET must receive proactive improvements from the Supplier with respect to the provision of Services and related processes.
- TRANSNET's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- TRANSNET must reduce costs by streamlining its acquisition of Services.

2. SCOPE OF WORK

Transnet has, for many years, used various methods to dispose its redundant assets and/or scrap material; including tender, bulk sale, vendor contracting, live auction, etc..., each with their own advantages and disadvantages. For this reason, Transnet would like to adopt a different method and/or a combination of methods that will guarantee Transnet maximum marketing exposure to both local and international buyers of redundant assets and/or scrap material. Therefore, Transnet invites interested service providers to propose disposal methods that will maximize Transnet's value for the disposal of its redundant assets and/or scrap material.

The Supplier must display professional's skills in order that the redundant assets and/or scrap material are disposed to the best advantage of TRANSNET.

This RFP covers aspects relating to the disposal, through competitive bidding methods, of redundant assets and/or scrap material identified and earmarked for disposal solely at TRANSNET's discretion.

NB Prospective suppliers will have to make a presentation to demonstrate the product methodology they are offering .

3. SCHEDULE OF REQUIREMENTS

The supplier must propose the best disposal method for scrapped rolling stock assets, materials, machinery, etc. situated at various national sites, including the frequency of disposals and location thereof, in collaboration with TRANSNET.

Respondent's Signature

Date and Company Stamp



TRANSNET will estimate the value of redundant assets and/or scrap material identified and earmarked for disposal from time to time. Such estimates shall be provided as a guideline and TRANSNET will not be bound in any way to supply the estimated quantities for disposal.

4. COMPENSATION:

- (a) The Respondents must tender on a percentage commission basis.
- (b) The Supplier will be entitled to compensation only to the extent that the amounts are actually recovered, i.e. TRANSNET will impose a reserve price per lot for each disposal transaction.
- (c) All charges incurred by a Supplier to manager the disposal of TRANSNET'S assets and/or scrap material and to undertake the appraisal and valuation service must be included in the Commission fee charged.
- (d) All disbursements to be incurred by a Supplier to manage the disposal of TRANSNET'S redundant assets and/or scrap material and to undertake other services rendered must be included in the Commission fee charged.
- (e) The percentage Commission tendered must be fixed for the duration of any contract with TRANSNET resulting from this RFP.
- (f) A Proposal with the commission subject to confirmation will not be considered.

The basis of compensation is : _____ (Percentage Commission)

Respondent's Signature

Date and Company Stamp



5. GENERAL INFORMATION

Respondents must provide the identified information requested and comply with the requirements stated in the RFP.

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

6. SERVICE LEVELS

- Experienced national account representative/s to work with TRANSNET's sourcing/procurement department (no sales representatives are needed for individual locations). Additionally, there shall be a selected 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.
- The Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, TRANSNET will receive a 1.5% rebate on quarterly fees or commissions payable in the next quarter:
 - Meet or beat the reserve price per disposal transaction
 - Effective planning and execution of each disposal process.
 - Demonstrate professional disposal skills
 - On-time deliverables for associated services
- Supplier must provide a toll-free number or alternative number for TRANSNET communications.
- 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.

Respondent's Signature

Date and Company Stamp



Accepted:

YES	
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NO	
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Respondent's Signature

Date and Company Stamp



7. RISK

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

(i) Quality of the Service(s) to be provided:

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

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(iii) Compliance with the Occupational Health and Safety Act, 85 of 1993, the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 and all other legislation pertaining to the disposals of redundant assets and/or scrap material identified and earmarked by TRANSNET for disposal

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8. REFERENCES

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

Name of Company	Contact Person	Telephone number

9. EVALUATION CRITERIA

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

9.1 Commercial

- Pricing (commissions) - Whilst not the sole factor for consideration, competitive firm pricing will be critical in indicating how much you value TRANSNET's business (Refer Section 2, clause 4)
- Financial Strength (Credit Worthiness)

9.2 Technical

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- Service level guarantees (Refer Section 2, clause 6)
 - *Nominate the support team make-up*
- Compliance - Completeness of your responses and content of your Proposal, including responses to the Questionnaire, Section 6
 - *Respond comprehensively to all questions.*
- Professional sectoral experience and references
 - *Provide as many references as possible*
- Risk mitigation (refer Section 2, clause 7)
 - *Respond comprehensively*
- Additional value-added services

9.3 PRESENTATIONS

- Value add solutions- demonstrate with examples
- Quality of the presentation

9.4 BBEE

BBEE status of company, accreditation rating or alternative offer. (Refer Section 1, clause 14)??

Tenderer to submit BBEE accreditation rating certificate and detailed scorecard

Tenderer to submit to an official DTI B-BBEE Profile number.

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SECTION 3

RFP NUMBER 1030 98854

**TO MANAGE THE DISPOSAL OF REDUNDANT ASSETS AND/OR SCRAP MATERIAL ON
BEHALF OF TRANSNET USING COMPETITIVE BIDDING METHODS FOR A PERIOD OF
TWO YEARS**

PROPOSAL FORM

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

_____ of (full address)

carrying on business under style or title of

represented by _____

in my capacity as _____

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Respondent's Signature

Date and Company Stamp



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

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

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

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, 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 service, within 4 (four) weeks, TRANSNET may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for 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 of 2 (two) years only; and agree to a penalty clause to be negotiated with TRANSNET, which will allow TRANSNET to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

Respondent's Signature

Date and Company Stamp



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:

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Respondent's Signature

Date and Company Stamp



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, deliverables, quality, BBBEE status or for any other reason.

VALIDITY PERIOD

TRANSNET desires a validity period until the **14 October 2009** 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 14 October 2009 (State alternative validity period/date).

TAX (VAT) REGISTRATION NUMBER

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

TAX CLEARANCE CERTIFICATE

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

Indicate Tax Clearance Certificate expiry date: _____

BANKING DETAILS

BANK: _____

Respondent's Signature

Date and Company Stamp



BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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Respondent's Signature

Date and Company Stamp



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 Proposal is submitted.

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

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

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

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REGISTRATION CERTIFICATE

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

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict

Respondent's Signature

Date and Company Stamp



confidence. Should the need however arise to divulge any information gleaned from provision of the Service(s), which is either directly or indirectly related to TRANSNET's business, written approval to divulge such information will have to be obtained from TRANSNET.

DISCLOSURE OF PRICES TENDERED

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

YES	
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NO	
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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	
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NO	
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If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

Respondent's Signature

Date and Company Stamp



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

PRICE REVIEW

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

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Respondent's Signature

Date and Company Stamp



RETURABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses. Failure to do so will result in disqualification of a Proposal:

:

Notice to Bidders – Section 1	√
Scope of Requirements – Section 2	√
Proposal Form – Section 3	√
Resolution of Board of Directors (Respondent’s Representative) - Section 4	√
Certificate of Acquaintance with RFP Documents – Section 5	√
Questionnaire & supporting documentation - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Audited Financials for previous year	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate	√
Non-Disclosure Agreement – Section 9	√
Certificate of Attendance at the RFP Briefing Session - Section 10	√

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 must be signed and dated by the Respondent as indicated in the footer of each page.

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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 _____ this _____ day of _____ 2009.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

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Date and Company Stamp



SIGNATURE: _____

NAME: _____

DESIGNATION: _____

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SECTION 4

RFP NUMBER 1030 98854

TO MANAGE THE DISPOSAL OF REDUNDANT ASSETS AND/OR SCRAP MATERIAL ON BEHALF OF TRANSNET USING COMPETITIVE BIDDING METHODS FOR A PERIOD OF TWO YEARS

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

Name of Company / Close Corporation / Entity _____

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

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

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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 Services.

FULL NAME _____

FULL NAME _____

SIGNATURE CHAIRMAN

SIGNATURE SECRETARY

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Date and Company Stamp



SECTION 5

RFP NUMBER 1030 98854

TO MANAGE THE DISPOSAL OF REDUNDANT ASSETS AND/OR SCRAP MATERIAL ON BEHALF OF TRANSNET USING COMPETITIVE BIDDING METHODS FOR A PERIOD OF TWO YEARS

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.

Respondent's Signature

Date and Company Stamp



I/We furthermore agree that Transnet Limited shall recognize 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 _____ 2009.

WITNESS : _____

SIGNATURE OF RESPONDENT

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Respondent's Signature

Date and Company Stamp



SECTION 6

RFP NUMBER 1030 98854

TO MANAGE THE DISPOSAL OF REDUNDANT ASSETS AND/OR SCRAP MATERIAL ON BEHALF OF TRANSNET USING COMPETITIVE BIDDING METHODS FOR A PERIOD OF TWO YEARS

QUESTIONNAIRE

This Section must be completed by all Respondents and returned with your Proposal, accompanied by documentary proof for each answer, where applicable.

1. Provide a complete list of asset disposal related services rendered:

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2. What marketing capabilities and advantage will your company offer?
Please address at least the following criteria:

- Communication ability

- Customer Database

- Local Affiliations

- International affiliations

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-
- Advertising forums
-
-

-
- Other
-
-

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3. Provide details of assets disposal methods.(elaborate on strategies, disposals planning and minimum standards that are adhered to):

4. How do you administer and support significant potential numbers of buyers and the quantities/allocation of items for disposal?

5. Is your company a member of any assets disposal association?

6. Indicate number of assets disposals and value thereof per province, per month and per annum.

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7. Provide value of the three largest asset disposal transaction conducted in the last 3 years and on behalf of whom?

8. Provide details of auction methods. i.e. elaborate on strategies, auction planning and minimum standards that are adhered to:

9. How to you administer and support significant potential numbers of on-site and off-site buyers and the quantities/allocation of items for sale?

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10. Outline multilingual capabilities, if proceedings require communication in languages other than English:

11. What facilities / infrastructure does your company have to conduct business in both urban and rural areas?

12. List branch locations in South Africa

13. Is your company a member of the South African Institute of Auctioneers?

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Yes/No _____

14. Provide details of other professional affiliations:

15. Indicate number of auction sales and value thereof per province per month and per annum:

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16. Provide value of the three largest auctions sales conducted in the last 3 years and on behalf of whom:

Company Name	Rand Value	Contact Name.	Contact Details

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SECTION 7

RFP NUMBER 1030 98854

**TO MANAGE THE DISPOSAL OF REDUNDANT ASSETS AND/OR SCRAP MATERIAL ON
BEHALF OF TRANSNET USING COMPETITIVE BIDDING METHODS FOR A PERIOD OF
TWO YEARS**

GENERAL TENDER CONDITIONS - SERVICES

(Revised August 2008)

FORM CSS5

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1. GENERAL

All tenders and subsequent contracts and orders shall be subject to the following procedures as laid down by Transnet Limited herein after referred to as “Transnet” and are to be strictly adhered to by Tenderers (where applicable).

2. LODGING OF TENDER

- 2.1 Tenders shall be lodged with Transnet not later than the closing date and time specified for the receipt thereof, in accordance with the directions issued with tender documents.
- 2.2 Tenders shall be transmitted in a sealed envelope and placed in the Tender Box at a venue stipulated in the Request for Tender (RFT) or Request for Proposals (RFP) or Request for Quotations (RFQ), with the tender number and subject endorsed on the left hand bottom corner of the envelope. This condition shall NOT apply if tenders are submitted by means of a private computerised system.
- 2.3 Tenders may be transmitted electronically to a specified e-mail address, or by facsimile to a specified fax number, all of which will be stipulated in the RFT, RFP, or RFQ (collectively Tender Documents) whatever the case may be. Such Tenders will if delivered on or before the closing date and hour set out in Tender Documents for receiving tenders will be accepted by Transnet if the Tenderer's name, the items tendered for, the tendered price of each item (or one inclusive price where this is required) are all clearly stated, provided

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however that the tender is confirmed by a letter on the Tenderer's official letterhead and signed by the same person who signed the tender document on behalf of the tenderer, or the official tender form duly completed, is posted or forwarded by courier service not later than the closing date for the receipt of tenders

3. USE OF TENDER FORMS

Where special forms are issued by Transnet for the submission of tenders, Tenderers are required to submit their tenders in the appropriate spaces on such official forms and not on office stationery bearing their own special conditions of tender; non-compliance with this conditions may result in the rejection of a tender. Tenderers must delete items on the tender form for which they have not quoted or where the price has been provided for elsewhere in the tender documents.

4. THE RAISING OF A CHARGE FOR PLANS, SPECIFICATIONS, TENDER FORMS AND SAMPLES

- 4.1 A non-refundable charge may be raised for tender forms, plans, specifications and samples depending on the nature, magnitude and value of technical information or samples supplied.
- 4.2 If, any of the drawings and specifications referred to in tender forms are the official publications of recognised standardising bodies, copies of such drawings and specifications shall be acquired by Tenderers at their own expense.

5. DEFAULTS BY TENDERERS

- 5.1 If the Tenderer, after he has been notified of the acceptance of his tender/quotation fails to:-
- 5.1.1 enter into a formal memorandum of agreement when called upon to do so in terms of clause 14, within such period as Transnet may specify; or
 - 5.1.2 accept an order in terms of the tender/quotation; or
 - 5.1.3 when called upon to do so, fails to furnish satisfactory security of the fulfilment of the contract in terms of clause 15;

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other tender/quotation or, if it is necessary to do so, call for tenders/quotations afresh, and may

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- recover from the defaulting Tenderer any additional expense incurred by it in calling for new offers or in accepting a lower offer.
- 5.2 If any person or enterprise or firm which has submitted a tender/quotation, concluded a contract, or in the capacity of agent or subcontractor, has been associated with such tender or contract:
- 5.2.1 Has withdrawn such tender/quotation after the advertised date and hour for the receipt of tenders; or
 - 5.2.2 has, after having been notified of the acceptance of his tender/quotation, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the tender documents; or
 - 5.2.3 *has carried out any contract resulting from such tender/quotation in an unsatisfactory manner or has breached any condition of such contract; or*
 - 5.2.4 has offered, promised or given a bribe in relation to the obtaining or the execution of such contract, or
 - 5.2.5 has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body company or person; or
 - 5.2.5 has made any incorrect statement in the affidavit or certificate referred to in Clause 11 and is unable to prove to the satisfaction of Transnet that
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness; or
 - 5.2.6 caused Transnet damage, or to incur costs in order to meet the Contractor's requirements and which could not be recovered from the Contractor; then

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a tender from any such person or enterprise shall be disqualified and the person, enterprise or firm including any directors shall subject to clause 5.3 be disqualified from tendering for any Transnet business ..

- 5.3 Any person, or enterprise, or firm against whom a decision has been given under the provisions of clauses 5.2.2 or 5.2.4 may make representations to the Group Chief Executive of Transnet, whose decision shall be final.
- 5.4 Any disqualification imposed upon any person or enterprise, unless Transnet determines otherwise, shall apply to any other enterprise under the same or different names of disqualified persons or enterprise, or firm or associates and shall for avoidance of doubt also be applied to any agent or employee of the person or enterprise concerned.

6. CURRENCY

Prices must be quoted in the currency of the Republic of South Africa in respect of local supplies. Prices in any other currency may be rejected by Transnet save where such price is quoted for imported Goods only.

7. EXCHANGE AND REMITTANCE

The Contractor should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Contractor, effect payment overseas direct to the principal/supplier of such percentage of the contract or order value as may be stipulated by the Contractor in his tender documents and any variation in the amount to be so paid which may arise as a result of fluctuations in the rate of exchange involved, will be for the account of the Contractor.

- 7.1 The Contractor who desires to avail himself of the aforementioned facility must at the same time of tendering furnish the information called for in the clause "Exchange and Remittance" of the tender document and also furnish full details of the principals/suppliers to whom payment is to be made.
- 7.2 The Contractor shall at his own cost obtain forward exchange cover on foreign currency to protect himself against any currency rate fluctuation risks, for the duration of any resulting contract or order. Transnet will NOT accept any fluctuations in the rate of exchange at the time when payments are made.

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- 7.3 Should it be necessary for the Contractor to establish a letter of credit through a bank, where the whole or a portion of the contract or order value to be remitted overseas by him against a contract or order and where the Goods are to be collected by or delivered to Transnet's overseas forwarding agent, then such letter of credit must clearly stipulate that for payment purposes an "Original Ocean Bill of Lading" will be the only recognised document as proof that the Goods have been collected/delivered. Failure to comply with this requirement will result in delays in delivery and payment of the Goods.

Transnet will not recognise any claim for adjustment of the order and/or contract price under clause 7.1 if the increase in price arises after the date on which the Goods were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties,

8. ACCEPTANCE OF TENDER/QUOTATION

- 8.1 Transnet does not bind itself to accept the lowest or any tender/quotation nor will it give any reasons for the rejection of a tender / quotation. Transnet reserves the right to accept any tender in whole or in part.
- 8.2 Upon the acceptance of a tender/quotation by Transnet, the parties shall be bound by the General Tender Conditions and the Standard Terms and Conditions of Contract (US7)
- 8.3 Where the acceptance of the Tenderer is delivered by letter, the SA Post Office shall be regarded as the agent of the Tenderer and delivery of such notice of acceptance to the SA Post Office shall be considered as delivery to the Tenderer.
- 8.4 Where the Tenderer has been informed per facsimile message of the acceptance of his tender/quotation, the acknowledgement of receipt transmitted by his facsimile machine shall be regarded as proof of delivery to the Tenderer.

9. LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a tender/quotation. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Tenderer in his tender/quotation at which all legal documents may be served on the Tenderer who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Tenderers from abroad shall, therefore, state in their tender/quotation the name of their accredited agent in the Republic of South Africa who is empowered to sign any

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contract which may have to be entered into in the event of their tender/quotation being accepted and to act on their behalf in all matters relating to the contract.

10. IDENTIFICATION

If the Tenderer is a company, the full names of the directors shall be stated in the tender/quotation. If the Tenderer is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

11. FORMAL NOTIFICATION REGARDING NAME OF SUCCESSFUL TENDERER

In the case of tenders returnable to the Chairman of the Tender Board, unsuccessful Tenderers will be formally notified of the names of successful Tenderers as soon as possible after the closing date for receipt of the tender in question. In the case of tenders/quotations returnable to Transnet, unsuccessful Tenderers shall, upon application, be furnished with similar information.

12. UNAUTHORISED COMMUNICATION ABOUT TENDERS

12.1 Where tenders are returnable to the Chairman of the Tender Board, Tenderers may at any time communicate with the Chairman on any matter relating to their tender but, in the absence of written authority from the Chairman, no communication on a question affecting a service, purchase, sales or disposal of assets or Goods, which is the subject of a tender, shall take place between Tenderers or other potential suppliers or any member of the Tender Board or official of Transnet during the period between the closing date for the receipt of the tender and the date of the notification of the successful Tenderer. A tender, in respect of which any such unauthorised communication has occurred, may be disqualified.

12.2 Where tenders are returnable to Transnet, Tenderers may at any time communicate with the designated representative of Transnet to whom tenders/quotations are to be submitted on any matter relating to their tender / quotation but, in the absence of written authority from the designated representative of Transnet concerned, no communication on a question affecting a service, purchase, sale or disposal of assets or Goods which is the subject of a tender/quotation shall take place between any other officer of Transnet and Tenderers or other potential suppliers during the period between the closing date for the receipt of the tender / quotation and the date of notification of the successful Tenderer. A tender / quotation, in respect of which any such unauthorised communication has occurred, may be disqualified.

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13. TENDERER'S SAMPLES

- 13.1 If samples are required from Tenderers, such samples shall be suitably marked with the Tenderer's name and address, the tender number and the tender item number and must be despatched in time to reach the addressee as stipulated in the tender form on or before the closing date of the tender. Failure to submit samples by the due date may result in the rejection of a tender.
- 13.2 Transnet reserves the right to retain samples furnished by Tenderers in compliance with tender conditions.
- 13.3 Payment will not be made for successful Tenderer's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods delivered in execution of contracts.
- 13.4 If unsuccessful Tenderer's samples are retained and Tenderers require payment therefor, Transnet will make payment at the tendered price of the Goods. If it is not desired to retain such samples and Tenderers require their return Transnet will accept responsibility for its return to the Tenderer's nearest station or siding in South Africa.
- 13.5 Transnet will not accept liability for samples furnished by Tenderers on their own initiative. If Tenderers desire such samples returned it will be at their own risk and cost.

14. CONTRACT DOCUMENTS

The contract documents will comprise the General Tender Conditions the special conditions (if applicable) and General Terms and Conditions of Contract (US7)(Revised February 2007) which will constitute the contract upon receipt by the Tenderer of the acceptance letter, subject to all amendments proposed by the parties.

15. SECURITIES

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- 15.1 The successful Tenderer, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of:
- 15.1.1 Government or approved Municipal stocks in negotiable form; or
 - 15.1.2 a deed of suretyship furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 15.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 15.3 For the purpose of clause 15.1.2 Transnet will supply "Deed of Suretyship" forms to the successful Tenderer for the completion by his sureties, and no guarantee in any other form will be accepted. Copies of such form will be supplied to Tenderers on request. For this purpose "Deed of Suretyship" forms will be provided which shall be completed and returned to Transnet or a designated official by the successful Tenderer within 30 (thirty) days from the date of the letter of acceptance. No payment will be made until the forms, duly completed, are delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the tenderer to cancel the agreement with immediate effect. .
- 15.4 The security shall be an amount which will not exceed 5 (five) percent of the value of the contract or order unless otherwise stipulated in the tender form.
- 15.5 *Additional costs incurred by Transnet for visits or extensions to visits necessitated by reason of default on the part of the successful Tenderer will be for the account of the successful Tenderer.*

16. DELIVERY BASIS

- 16.1 The prices quoted must be on a delivered price basis in accordance with the terms and at the delivery point or points specified in Transnet's tender forms. Tenders for supply on any other basis of delivery are liable to disqualification. The time for delivery stated by the Tenderer must be inclusive of all non-working days or

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holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Tenderer.

16.2 Tenderers must furnish their tender prices under the appropriate columns in the 'Scope of Requirements' of the tender on the following basis :

16.2.1 Local Supplies - column A i.e. Prices for Goods to be manufactured, produced or assembled in the RSA, or imported supplies held in South Africa. to be quoted on a Delivered RSA named Destination basis.

16.2.2 Imported Supplies - column B i.e. Prices for Goods to be imported from all sources to be quoted on a DDU, delivered end destination RSA basis (Delivered, Duty Unpaid to named Destination, ICC Incoterms 2000)

16.3 The attention of Tenderers is drawn to the fact that should Transnet's departmental railage account numbers be used in respect of "Delivered Prices", Transnet reserves the right to cancel such contract/order with immediate effect and enforce the conditions of clause 15 headed "Rights on Cancellation" of form US7 (Revised February 2007).

17. SHIPMENT

17.1 Where shipping is arranged by the successful Tenderer :

The successful Tenderer shall arrange direct with a shipping company for the Ocean Bill of Lading to be drawn in favour of Transnet or a designated official, at a port of entry.

To ensure prompt clearance at RSA port of entry.

17.1.1 the first set of negotiable shipping documents shall be posted within a maximum period of three (3) days from date of shipment to Transnet or a designated official; and

17.1.2 within twenty-four (24) hours of mailing the first set of documents, the second set of negotiable documents shall be posted to Transnet or designated official.

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The successful Tenderer shall be liable for all costs, including harbour storage charges, incurred in consequence of breach of any of the abovementioned provisions.

17.2. Where shipping is arranged by the forwarding agent appointed by Transnet:

Shipping arrangements by Transnet's nominated forwarding agent shall be made direct with a shipping company to allow the Ocean Bill of Lading to be drawn in favour of Transnet or designated official at a port of entry.

17.2.1 It should be noted that when Goods are offered on a free on board an ex manufacturer's/supplier's works basis, Transnet reserves the right to nominate i'ts own forwarding agent on condition that the successful Tenderer will not recover any additional costs from Transnet.

17.2.2 It will be a condition that all Goods collected by or delivered to Transnet's forwarding agent against any resulting contract/order must be accompanied by the overseas manufacturer's/supplier's commercial invoices (which must clearly reflect Transnet's contract / order number) and packing lists/specifications or be handed to Transnet's forwarding agent not later than 3 (three) days prior to the vessel's scheduled date of departure.

17.2.3 In respect of airfreight shipments the Executive Manager, South African Airways, Johannesburg International Airport must be reflected in the column "Sold to" appearing on the overseas supplier's/manufacturer's commercial invoices.

It is imperative that the above be strictly adhered to as Goods cannot be cleared by Transnet at a port of entry in the RSA without the required documentation.

Any demurrage charges applicable to the Goods which may become payable due to late or non-submission of the aforementioned documentation will be for the successful Tenderer's account.

18. EXPORT LICENCE

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The award of this tender/quotation for Goods to be imported may be subject to the issue of an export licence. If necessary, the manufacturer or his overseas agent shall be required to apply for such licence.

19. QUALITY OF MATERIAL

Unless otherwise stipulated the Goods tendered, shall be **NEW** i.e. in the unused condition, neither second-hand nor reconditioned.

20. PRICES SUBJECT TO CONFIRMATION

20.1 *A tender/quotation with prices which are subject to confirmation will not be considered.*

20.2 Tenders, where firm prices are quoted for the duration of any resulting order and or contract, will receive precedence over prices which are subject to adjustment.

21. DELETION OF ITEMS NOT TENDERED FOR

The Tenderer must delete items for which he does not tender or, if the price had been included elsewhere in the tender.

22. ALTERATIONS MADE BY THE TENDERER TO TENDER PRICES

All alterations made by the Tenderer to his tendered price(s) prior to the submission of his tender documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the tender documents. Failure to observe this requirement may result in the particular item(s) concerned being overlooked in the matter of the award of the business.

23. VALUE ADDED TAX

23.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the RSA, or imported supplies held or already in transit to South Africa, the prices quoted by the Tenderer are to be exclusive of Value added tax (VAT) which must be shown separately at the standard rate on the invoice.

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- 23.2 In respect of imported supplies, i.e. Goods to be imported from all sources where Transnet is responsible for the clearance of the supplies at the port of entry, Value Added Tax (VAT) will be paid by Transnet upon arrival of the Goods in the Republic of South Africa.
- 23.2.1 The invoicing by the Tenderer on behalf of his overseas principal, represents a supply made by the principal, which is not subject to VAT.
- 23.2.2 The Tenderer's invoice/s for the local portion only (i.e. the "commission" for the services rendered) must show the Value Added Tax (VAT) separately at zero percent if the services are in compliance with section 11(2) of the VAT Act. No. 89 of 1991

24. TERMS AND CONDITIONS OF TENDER

The Tenderer shall adhere to the standard terms and conditions of contract a set out in Form US7 (Revised February 2007), copy attached hereto.

Should the Tenderer find any conditions unacceptable, he should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be subject to and compared with acceptance of the US7 or alternatives offered by other Tenderers, except penalties for late deliveries, the exclusion of which may disqualify the tender, save where indicated otherwise by Transnet.

25. IMPORTANT NOTICE TO TENDERERS REGARDING PAYMENT

25.1 *Method of Tendering:*

- 25.1.1 The attention of the Tenderer is directed to clause 8 of form US7 (Revised February 2007) which sets out the conditions of payment on which tender price/s shall be based.
- 25.1.2 However, in addition to the foregoing the Tenderer is invited to submit offers based on alternative methods of payment and/or financing proposals.
- 25.1.3 The Tenderer is required to give full particulars of the terms that will be applicable to his alternative offers as the financial merits thereof will be evaluated and taken into consideration when the tender is adjudicated.

Respondent's Signature

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- 25.1.4 The Tenderer must, therefore, in the first instance, tender strictly in accordance with clause 25.1.1 above.
- 25.1.5 The Tenderer shall clearly indicate the terms of payment. Alternative terms of payment offered shall clearly indicate the manner in which the main offer is affected, with respect to each country of origin.
- 25.1.6 Failure to comply with clauses 25.1.4 and 25.1.5 above may preclude a tender from further consideration.

NOTE: The successful Tenderer shall, where applicable, be required to furnish a guarantee covering any advance payments.

25.2 Conditional Discount:

Tenderers offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Contractor's month end statement reflecting the relevant invoice/s for payment purposes, provided the conditions of the order or contract have been fulfilled and the invoice is correct in all respects as referred to in the contract or order.

Incomplete and/or incorrect invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documents.

26. QUANTITIES (PERIOD CONTRACTS ONLY)

It must be clearly understood that although Transnet does not bind itself to purchase any definite quantity/quantities under any contract which may be entered into pursuant to this tender, the successful Tenderer nevertheless undertakes to supply against the contract such quantities as may be ordered against contract orders which are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.

It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Tenderer with a view to meeting the requirements under any such contract.

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The estimated planned quantity/quantities likely to be ordered by Transnet per annum is/are furnished in Annexure A attached to the relevant tender. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order quantities sufficient for its operational requirements.

26.1 DELIVERY PERIOD:

26.1.1 *FIXED QUANTITY REQUIREMENTS*

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of clause 13, 14 and 15 of form US7 (Revised February 2007).

26.1.2 *PERIOD CONTRACTS*

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of clause 13, 14 and 15 of form US7 (Revised February 2007).

26.1.3 *PROGRESS REPORT*

The successful Tenderer may be required to submit periodical progress reports in regard to the delivery of the Goods.

26.1.4 EMERGENCY DEMANDS: AS AND WHEN REQUIRED

If, due to breakdowns, derailments, storm damage or similar unforeseen circumstances, supplies of the material covered by the tender are required at short notice for immediate delivery, the Contractor will be given first right of refusal of such business. If he is unable to meet the desired delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source.

The "Non-Fulfilment of Contract Orders" clause will not be applicable in these circumstances.

26.1.5 NON-FULFILMENT OF CONTRACT ORDERS: (AS AND WHEN REQUIRED, PERIOD CONTRACTS ONLY)

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The tender is subject to conditions contained in clauses 13, 14 and 15 of form US7 (Revised February 2007).

27. PACKING AND MARKING

27.1 TIMBER USED FOR CRATING, PACKING AND WEDGING, ETC.

Attention is directed to the Forest Act, 1968 (Act 72 of 1968), or any amendments thereto, or regulations promulgated in terms thereof.

27.2 PRINTING ON CONTAINERS AND PACKINGS

Printing appearing on all containers and packing of South African manufactured Goods shall be in English.

27.3 USE OF MOBILE CONTAINERS AND SARTAINERS

Mobile containers and sartainers are not to be used for Goods which are to be despatched "FT" (Free Traffic).

28. PLANS, DRAWINGS, DIAGRAMS, SPECIFICATION, ETC.

28.1 COPYRIGHT IN PLANS, DRAWINGS, DIAGRAMS AND DOCUMENTS COMPILED BY CONTRACTOR FOR PURPOSE OF CONTRACT WORK:

The successful Tenderer grants to Transnet a non-exclusive licence, in accordance with the provisions of section 22 of the Copyright Act, 1978,

- (a) to copy any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made, other than under the direction or control of Transnet, by the Tenderer in connection with the tender;
- (b) to make free and unrestricted use thereof for its own purposes;
- (c) to provide copies thereof to consultants of Transnet to be used by them for the purposes of the consultancy; and

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(d) to provide other parties with copies thereof for the purpose of tenders invited by it.

The Tenderer, furthermore, if any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made, other than under the direction or control of Transnet a similar non-exclusive licence for the purposes set out herein.

The provisions of this clause 28.1 shall not apply to documents made, in the case of equipment to be supplied, in connection with the manufacturing process of the equipment supplied but only to the equipment supplied itself. No separate or extra payment shall be due by Transnet in respect of any non-exclusive licence granted in terms of this clause.

28.2 DRAWINGS AND SPECIFICATIONS

In addition to what may be stated in any tender form in this connection, the Tenderer should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the tender form he is required to tender for Goods strictly in accordance with the drawings and specifications supplied by Transnet notwithstanding that he may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

28.3 TENDERER'S DRAWINGS

Drawings required to be submitted by the Tenderer must be furnished before the closing time and date of the tender. The non-receipt of such drawings by the appointed time may disqualify the tender

28.4 FOREIGN SPECIFICATIONS

The Tenderer quoting for Goods in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the tender. In the event of any departures or variations between the foreign specification(s) quoted in the tender form, full details regarding such departures or variations must be furnished by the Tenderer in a covering letter attached to the tender. If this condition is not complied with by the Tenderer, the tender may be disregarded.

28.5 USE OF SI ("Système International") UNITS

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The Tenderer must ensure that all capacities, physical dimensions and sizes of material and fasteners are in units complying with the SI unless otherwise specifically called for by Transnet.

29. VISITS TO FOREIGN COUNTRIES

- 29.1 Tenderers must furnish details in a covering letter if it is considered necessary that employees of Transnet should carry out inspection and/or witness any tests at the premises of the successful Tenderer or his subcontractors in the country of origin for the purpose of product demonstration and/or final acceptance or for any other reason.
- 29.2 If the Tenderer considers overseas visits to be necessary he must provide the following information in a covering letter in respect of each visit:
 - 29.2.1 Countries and places to be visited.
 - 29.2.2 Number of employees and disciplines involved.
 - 29.2.3 Number of man days involved.
 - 29.2.4 Motivation for visit.
- 29.3 Transnet will make all arrangements in regard to booking of air journeys, hotel reservations, transport to and from airports, hotels, places of inspection, etc. and all expenses will be for the account of Transnet.
- 29.4 Before a visit is undertaken, such as envisaged in this clause 29, Transnet and the successful Tenderer will agree in writing on the number of employees of Transnet that should undertake the visit and the number of man days involved in the visit.

30. TENDERS BY FOREIGN TENDERERS OR ON THEIR BEHALF

- 30.1 Tenders submitted by foreign Principals may be forwarded direct by the Principals to the Chairman of the Tender Board or to a designated official of Transnet according to whichever officer is specified in the tender documents, or may be so forwarded on the Principal's behalf by their South African representatives and/or agents provided that written proof is submitted that such representative/agent has been duly authorised to act in

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- that capacity by the Principal. Failure to submit such authorisation by the representative/agent shall disqualify the Tender.
- 30.2 When legally authorised to prepare and submit tenders on behalf of their Principals not domiciled in the Republic of South Africa, representatives and / or agents must compile the tenders in the names of such Principals and sign them on behalf of the latter.
- 30.3 South African representatives and / or agents of successful foreign Tenderers must when so required enter into formal memoranda of agreement in the name of their Principals and must sign such agreements on behalf of the latter. In every such case a Legal Power of Attorney from their Principals must be furnished to Transnet by South African representative and/or agents authorising them to enter into and sign such agreements.

Such Powers of Attorney must comply with Government Notice No. 1160 of 27 June 1930 (and any amendments thereto) - "Rules of the Supreme Court of South Africa for the authentication of documents executed outside the Republic for use within the Republic.

The Powers of Attorney must be signed by Principals under the same title as used in the tender documents.

On arrival within the Republic of South Africa these Powers of Attorney are to be completed in terms of Section 8(2) of the Stamp Duties Act No. 77 of 1968, or any amendment thereof.

If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of contracts with Transnet, a notarially certified copy thereof should be furnished.

The Power of Attorney must authorise the South African representative or agent to choose *domicilium citandi et executandi* as provided for in Clause 8 of the General Conditions of Transnet Tenders, Contracts and Orders Form US7 (Revised February 2007).

- 30.4 If payment is to be made in South Africa, the Contractor (i.e. the Principals, or the South African agents or representatives), must notify Transnet in writing whether :
- 30.4.1 Cheques are to be drawn for payment to the credit of the Contractor's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or

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- 30.4.2 Cheques are to be made out in favour of the Contractors and forwarded to their South African agent or representative, in which case such agent or representative, must be duly authorised to sign the receipt on the cheque and discharge it on behalf of his Principals.
- 30.5 The attention of the Tenderer is invited to Clause 15 regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

31. PREPRODUCTION SAMPLES

Should it be necessary to submit a pre-production sample for approval by Transnet prior to the commencement of delivery of the Goods against any resulting contract, Tenderers are to note that for the purpose of calculating penalties for late delivery (if applicable) in terms of Clause 30 of form US7 (Revised October 2005) the actual contractual delivery date will be considered to be;

- 31.1 the period offered by the successful Tenderer to submit the pre-production sample calculated as from the seventh day after the date of the letter of acceptance;

PLUS

- 31.2 the period required by Transnet to approve the pre-production sample calculated as from the date of receipt thereof;

PLUS

- 31.3 the period offered to effect delivery of the Goods calculated as from the date of approval of the pre-production sample by Transnet.

Tenderers will not be held responsible for late delivery of the Goods resulting from delays on the part of Transnet to approve the pre-production sample.

32. RAILAGE FREIGHT AND OTHER CHARGES

- 32.1 The Tenderer must indicate whether the quoted price includes rates for inter alia the following:

- transport to port of export;

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- forwarding charges
- ocean freight
- marine insurance;
- landing charges;
- dock dues;
- surcharges;
- railage, where possible, otherwise road transportation from port of discharge,

which rates are based on estimated weights and dimensions calculated by the Contractor. In the event of such estimations being exceeded by the actual weights and dimensions, Transnet shall not be liable to pay the Contractor the associated increased costs.

32.2 The Tenderer shall indicate whether the Contract Price is exclusive of customs, import and excise duties, surcharges and VAT.

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Refer Form CSS5 attached hereto.

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SECTION 8

RFP NUMBER 1030 98854

**TO MANAGE THE DISPOSAL OF REDUNDANT ASSETS AND/OR SCRAP MATERIAL ON
BEHALF OF TRANSNET USING COMPETITIVE BIDDING METHODS FOR A PERIOD OF
TWO YEARS**

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE SUPPLY OF SERVICES TO TRANSNET

(Revised August 2008)

Refer Form US7 attached hereto.

Respondent's Signature

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SECTION 9

RFP NUMBER 1030 98854

TO MANAGE THE DISPOSAL OF REDUNDANT ASSETS AND/OR SCRAP MATERIAL ON BEHALF OF TRANSNET USING COMPETITIVE BIDDING METHODS FOR A PERIOD OF TWO YEARS

NON-DISCLOSURE AGREEMENT (NDA)

Complete and sign NDA attached hereto.

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the day of 200_

BETWEEN:

- (1) **Transnet Limited** ("Transnet") (Registration Number 1990/000900/06) whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001, and

Respondent's Signature

Date and Company Stamp



(2) [.....] (“the Company”) (Registration Number) 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 conditions of this Agreement which themselves will be subject to the parameters of the Proposal.

IT IS HEREBY AGREED

1. Interpretation

1.1 In this Agreement:-

“**Agents**” means directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member,

“**Confidential Information**” means information 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

Respondent’s Signature

Date and Company Stamp



information, analysis or specifications derived from, containing or reflecting such information but excluding information which:-

- (i) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this letter); or
- (ii) 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
- (iii) 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;

“Proposal” means the aggregation of Transnet’s Request for Information (RFI) and Request for Proposal (RFP).

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.

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Date and Company Stamp



- 2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:
- (i) 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
 - (ii) 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.

Respondent's Signature

Date and Company Stamp



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:
 - (i) Return all written Confidential Information (including all copies); and
 - (ii) 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 to whom disclosure has been made as permitted under clause 2.3(i) above).

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 (ii) 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 (ii) 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.

Respondent's Signature

Date and Company Stamp



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 [be continuing and shall survive the termination of any discussions or negotiations between the parties regarding the Proposal continue for a period of 3 (three) years.

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. Representations

7.1 Each party agrees that any Information made available to the Receiving Party or its Agents for the purpose of negotiations or discussions in relation to the Proposal will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party.

7.2 Except in the case of fraudulent misrepresentation, the Disclosing Party accepts no responsibility for nor makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Information made available to the Receiving Party or its Agents.

8. Adequacy of damages

8.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the

Respondent's Signature

Date and Company Stamp



provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.

8.2 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.

9. Data Protection

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

10. General

10.1 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.

10.2 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.

10.3 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.

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

Respondent's Signature

Date and Company Stamp



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

10.6 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.

TRANSNET LIMITED:

By:
(signature)

Print name: _____

Title: _____

Date: _____

[*insert company name*]:

By:
(signature)

PRIEVIEW COPY ONLY

Respondent's Signature

Date and Company Stamp



Print name: _____

Title: _____

Date: _____

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Date and Company Stamp



SECTION 10

RFP NUMBER 1030 98854

**TO MANAGE THE DISPOSAL OF REDUNDANT ASSETS AND/OR SCRAP MATERIAL ON
BEHALF OF TRANSNET USING COMPETITIVE BIDDING METHODS FOR A PERIOD OF
TWO YEARS**

CERTIFICATE OF ATTENDANCE AT RFP BRIEFING SESSION

It is hereby certified that -

1.
2.

Representative(s) of
(name of company)

attended the briefing session in respect of the proposed Services to be rendered in terms of this RFP,
on 09 June 2009 at Esselenpark.

Respondent's Signature

Date and Company Stamp



.....
TRANSNET REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE:

DATE:

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Date and Company Stamp



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. Copy of 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 (ABVA 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 ABVA 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 ABVA Member).

Respondent's Signature

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 ABVA 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	

Respondent's Signature

Date and Company Stamp



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						
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
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 8 / Unknown)						
How many personnel does the firm employ			Permanent	Part time		
Name of person procuring your services/products						
Contact number						
Transnet operating division						

 Respondent's Signature

 Date and Company Stamp



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.

Internal Transnet Departmental Questionnaire (for office use only)

NB: "Once-off vendor" will only be created for extraordinary circumstances, i.e. derailments and other emergency situations. Note that only one (1) purchase order must be created against a "once-off vendor". Should the need arise to use a "once-off vendor" again, then an updated SDF together with the required documentation, is required for a "trade vendor" to be created

Section 1: To be completed by the Transnet Requesting / Sourcing Department													
Vendor Name													
										Vendor Number			
TFR		TRE		TPT		TPL		TNPA		TCP		TRN	
Create		Unblock		Amend		Extend		Once-Off / Emergency					
Supplier's trading name													
Supplier's registered													
Please indicate if the Supplier has a contract with sourcing Transnet OD										Yes		No	

Respondent's Signature

Date and Company Stamp



If yes please submit / furnish details of such a contract (together with the SDF)

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) Advise on the Detailed Procurement Process (DPP) / Procurement Mechanism that was followed (Please also take into consideration the revised P2P value/strategy as set out in the Weekly News Bulletin dated 6 October 2008 on the Intranet)

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

Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of

NARROW BASED (NB)				BROADBASED (BBBEE)				
BEE O/S	BWBE	DPBE	MR	CONTR. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE

Respondent's Signature

Date and Company Stamp



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

Section 3: To be completed by Supplier Management

I hereby approve disapprove this application

Name	Grade	Date				Signature				
		Y	Y	Y	Y	M	M	D	D	
Vendor Number	Date captured on SAP				Recon Account					

PREVIEW COPY ONLY

 Respondent's Signature

 Date and Company Stamp



DIRECTIONS FROM PRETORIA TO ESSELENPARK:

- TAKE R21 FREEWAY FROM PRETORIA TO O.R. TAMBO AIRPORT ((JHB)
- PASS OLIFANTSFONTEIN OFF-RAMP
- PASS ONE-STOP GARAGE ON THE FREEWAY
- AT THE NEXT OFF-RAMP (BAPSFONTEIN) EXIT THE FREEWAY
- TURN LEFT AT THE STOP SIGN (TEMBISA)
- TURN LEFT AT THE ROBOT WHICH IS ABOUT 300M FROM STOP SIGN
- AFTER JOINING OLD MAIN PRETORIA ROAD TO KEMPTON PARK, TURN RIGHT AT THE ROBOT TO JOIN P-91 ROAD TO MODDERFONTEIN
- DRIVE UNDERNEATH RAILWAY BRIDGE
- 100M FROM THE BRIDGE, TURN RIGHT AT THE ROBOT
- CURVE WITH THE ROAD FOR +/- 20M, THEN TURN LEFT INTO ESSELENPARK MAIN GATE

Respondent's Signature

Date and Company Stamp



DIRECTIONS FROM O. R. TAMBO AIRPORT (JHB) TO ESSELENPARK:

- JOIN R21 FREEWAY TO PRETORIA
- PASS KEMPTON PARK / AIR CARGO OFF-RAMP
- PASS POMONA OFF-RAMP
- AT THE NEXT OFF-RAMP (BIRCHLEIGH / BENONI) EXIT THE FREEWAY
- AT THE STOP SIGN TURN LEFT
- DRIVE THROUGH THE FARM AREA UNTIL THE ROBOT
- AT THE ROBOT TURN RIGHT, KEEPING IN THE LEFT LANE
- FOLLOW THE ROAD TO YOUR LEFT
- DRIVE UNDERNEATH RAILWAY BRIDGE
- 100M FROM THE BRIDGE, TURN RIGHT AT THE ROBOT
- CURVE WITH THE ROAD FOR +/- 20M, THEN TURN LEFT INTO ESSELENPARK MAIN GATE

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