



REQUEST FOR PROPOSAL (“RFP”)

RFP NUMBER HOAC-ESS-5628

PROVISION OF CHEFS, WAITERS & BARMEN SERVICES AT ESSELENPARK CAMPUS AT TRANSNET FREIGHT RAIL PROPERTY (ESSELENPARK CAMPUS JOHANNESBURG) FOR A PERIOD OF TWO YEARS

ISSUE DATE : 01 FEBRUARY 2010
BRIEFING DATE ; 12 FEBRUARY 2010
CLOSING DATE : 23 FEBRUARY 2010
CLOSING TIME : 10H00
OPTION DATE : 31 MAY 2010
VENUE : ROAD P91/1 OFF THE R25 (ESSELENPARK JOHANNESBURG ROOM 531 (RAILWAY MANS INN BUILDING))

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

TENDER ENVELOPE TO BE MARKED AS FOLLOWS:

TENDER NUMBER: RFQ HOAC/ESS/5628 PROVISION OF CHEFS, WAITERS, & BARMEN SERVICES AT TRANSNET FREIGHT RAIL PROPERTY (ESSELENPARK CAMPUS JOHANNESBURG)

Please note that late responses and those delivered or posted to the incorrect address will be disqualified. RFP NUMBER HOAC/ESS/5628



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**PROVISION OF CHEFS, WAITERS AND BARMEN SERVICES AT TRANSNET FREIGHT RAIL PROPERTY
(ESSELENPARK CAMPUS JOHANNESBURG) FOR A PERIOD OF TWO YEARS**

SCHEDULE OF DOCUMENTS

Section

- 1. Notice to Bidders**
- 2. Standard Terms and Conditions of Contract (US7 - Services)**
- 3. Returnable Schedule**
- 4. Scope of Work and Specifications**
- 5. Pricing Schedule Service Fees and Costs**
- 6. Resolution of Board of Directors (Respondent’s Representative)**
- 7. Certificate of Acquaintance with RFP Documents**
- 8. Certificate of Attendance of RFP Briefing**
- 9. Non-Disclosure Agreement**
- 10. Supplier Code of Conduct**



SECTION 1

RFP NUMBER HOAC/ESS/5628

PROVISION OF AT CHEFS, WAITERS AND BARMEN SERVICES AT TRANSNET FREIGHT RAIL PROPERTY TRANSNET FREIGHT RAIL PROPERTY (ESSELENPARK CAMPUS JOHANNESBURG) FOR A PERIOD OF TWO YEARS

NOTICE TO BIDDERS

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

On or after 01 FEBRUARY 2010 the RFP documents may be inspected at, and are obtainable from the office of TRANSNET FREIGHT RAIL, TENDER ADVICE CENTRE, LEVEL 100, CARLTON CENTRE, 150 COMMISSIONER STREET, JOHANNESBURG.

A non-refundable tender fee of R500.00 (Inclusive of VAT) is applicable per tender. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFP: HOAC/ESS/5380 and the Company Name. Receipt/s to be presented prior to collection of the tender/s

2. A compulsory pre-Quotation site meeting will be conducted, at Esselenpark on the 12 FEBRUARY 2010, at 10H00 for a period of ± 1 (one) hour. **(Respondent to provide own transportation and accommodation).**

Respondents failing to attend the compulsory site meeting will be disqualified.

Respondents without a valid RFP document in their possession will not be allowed to attend the site meeting.

The briefing session will start punctually at 10h00 and Respondents arriving late will not be accommodated.

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

Name : Sarah Assegai : Wesley Van Heerden
Division : Supply Chain Services
Email : sarah.assegai@transnet.net Wesley.vanheerden@transnet.net

3. **NB:** Quotations in **Triplicate** must reach the Secretary, Transnet 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:
- 4.

RFP No	:	HOAC/ESS/5628
Description	:	CHEFS, WAITERS & BARMEN SERVICES
	:	(Esselenpark Campus, Johannesburg)
Closing date and time	:	23 February 2010 at 10h00
Closing address (refer options paragraph 4 below)	:	

4. DELIVERY INSTRUCTIONS FOR THIS RFP

- 4.1 **If posted,** the envelope must be addressed to the Secretary, Transnet 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 Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand,** the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, **INYANDA HOUSE, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG,** and should be addressed as follows:

**THE SECRETARY
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR
21WELLINGTON ROAD
PARKTOWN**

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

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

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

**THE SECRETARY
TRANSNET ACQUISITION COUNCIL
TABLE 1/10
1ST FLOOR
INYANDA HOUSE
21 WELLINGTON ROAD
PARKTOWN**

- 5. Please note that this RFP closes punctually at 10H00 on 23 February 2010.
- 6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
- 7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
- 8. The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.

9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. service fees, deliverables, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFP other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only e 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
11. **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 would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their RFP responses. Transnet will accordingly allow a “preference” in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act, 5 of 2000 (as amended), to companies who provide a BBBEE Accreditation Certificate. All procurement and disposal transactions in excess of R30 000 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this threshold will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

Consequently, when Transnet invites prospective suppliers to submit Quotations for its goods and services, it urges Respondents (Large Enterprises and QSE’s - see below) to have themselves accredited by any one of the various Accreditation Agencies available who do their BBBEE ratings in accordance with the **latest Codes (i.e. those promulgated on 9 February 2007)**.

Although no agencies have, as yet, been accredited by SANAS (South African National Accreditation System), Transnet will, in the interim, accept rating certificates of Respondents who have been verified by agencies who do their BBBEE ratings in accordance with the latest Codes as promulgated on 9 February 2007. This will be an interim arrangement only until such time as the SANAS List has been approved by the DTI. (Certificates are valid for a period of one year only).

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

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
- Rating level based on all seven elements of the BBBEE scorecard
- (b) **Qualifying Small Enterprises – QSE (i.e.annual turnover >R5 million but <R35 million):**
- Rating based on any four of the elements of the BBBEE scorecard
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million):**
- EMEs are exempted from BBBEE accreditation
 - Automatic rating of Level 4 BBBEE irrespective of race of ownership, i.e. 100% BBBEE recognition

- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, 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%

12.2 In addition to the above, Respondents who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their RFPs the percentage, of the total contract value that will 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-contractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate / adjudicate all RFPs received on a fair basis.

12.3 Respondents will be required to furnish proof of the above to Transnet. (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for BBBEE.

Turnover: Kindly indicate your company's annual turnover for the past year R.....

- If annual turnover <R5m, please attach audited financials.
- If annual turnover >R5m please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto.

12. COMMUNICATION

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFP to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFP, communicate with the Secretary of the Transnet Acquisition Council,

13. 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 Quotation.
- (ii) Both sets of documents to be submitted to the address specified above.

14. 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.

15. ADDITIONAL NOTES:

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

- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of work during this process.

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

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

16. 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 Quotation in response to it. In particular, please note that Transnet reserves the right to:

- modify the RFP's Services and request Respondents to re-bid on any changes
- reject any Quotation which does not conform to instructions and specifications which are detailed herein
- disqualify Quotations submitted after the stated submission deadline
- not necessarily accept the lowest priced Quotation
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the 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 Quotation, whether or not the Respondent is awarded a contract.

17. LEGAL REVIEW

Any Quotation submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet's Legal Counsel Respondents to complete this section:



NAME OF RESPONDENT

PHYSICAL ADDRESS

.....

.....

.....

Respondent's contact person:

Name.....

Designation.....

Telephone.....

Cell Phone.....

Facsimile.....

Email.....

Website.....

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption
on the part of Transnet's employees to
TIP-OFFS ANONYMOUS : 0800 003 056**

PRIEVIEW COPY ONLY

SECTION2

RFP NUMBER HOAC/ESS/5628

**PROVISION OF CHEFS, WAITERS & BARMEN SERVICES AT ESSELENPARK
AT TRANSNET FREIGHT RAIL PROPERTY (ESSELENPARK CAMPUS JOHANNESBURG) FOR A PERIOD OF
TWO YEARS**

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE PROVISION OF SERVICES TO TRANSNET

Refer Form US7 attached hereto.

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

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

SECTION 3

RFP NUMBER HOAC/ESS/5628

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).

- 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]*

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Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
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)							

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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	



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 Request					
Supplier's trading name													
Supplier's registered name													
Please indicate if the Supplier has a contract with sourcing Transnet OD								Yes		No			
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				No					
ii. Services only		Yes		No				No					
iii. Labour only		Yes		No				No					
iv. Mix of services and products		Yes		No				No					
v. Mix of services and labour		Yes		No				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 reasons :													



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	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE

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

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		

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SECTION 4

RFP NUMBER HOAC/ESS/5628

**PROVISION OF CHEFS, WAITERS & BARMEN SERVICES AT ESSELENPARK
AT TRANSNET FREIGHT RAIL PROPERTY (ESSELENPARK CAMPUS JOHANNESBURG)
FOR A PERIOD OF TWO YEARS**

SCOPE OF WORK AND SPECIFICATION

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INTRODUCTION

This document draws special attention to the unique specifications of the contract and will supplement the General Conditions of Contract. In the event of a conflict the provisions of the Specific Conditions of Contract shall prevail.

Transnet Freight Rail requires the services of a labour broker to provide Waiters and Chefs at the Esselenpark Campus as indicated in the Scope and Schedule of Quantities hereunder. The service will have both fixed and variable elements.

1. PERIOD OF CONTRACT

The contract will be valid for two years with no foreseeable option to extend the period beyond this point. Transnet however reserves the right to exercise any option in this regard to which it is legally entitled should unforeseen circumstances warrant such a decision

2. AREAS

Areas are as per the Scope and Schedule of Quantities hereunder.

3. FREQUENCIES

The frequency of interventions is specified in the Scope and Schedule of Quantities.

4. QUANTITIES

Quantities will be per unit or per hour

Unit price will be the amount to perform the specific task per hour or per area.

5. SUPERVISION

A manager, who will in respect of the tender requirements, be well trained and knowledgeable, with the ability to instruct and advice workers shall manage all work on the premises. Such manager shall be expected to be on the premises every day, and shall report and where possible remedy any faults, irregularities or any other conditions which affect the daily operation of the contract.

The supervisor's superior shall conduct weekly inspections on site after which such supervisor shall submit to Property Management a written report reflecting faults, deterioration, irregularities and the general condition of the areas for which the contractor is responsible, as well as progress on specified tasks which may be required from time to time.

6. LABOUR

All personnel employed on the premises by the contractor shall be identified with Transnet Freight Rail's security supervisors on the premises, and shall conform to any security-related stipulations of the said body. This is to maintain access control and security levels.

Staff compliments as reflected in the Scope and Schedule of Quantities are indicative of expected requirements and can vary according to prevailing factors.

7. MOTOR VEHICLES

The contractor shall provide Property Management at Esselenpark with a list of motor vehicles used by the contractor. This list shall be kept current at all times.

8. RIGHTS

Transnet Freight Rail reserves the right to include or exclude any part of the contract. Amendments to the contract will be by agreement and appropriate adjustment with the contractor.

9. PAYMENT

Payment will be 30 days of submission of invoice. The tenderer is deemed to be able to absorb the financial implications of the delay between invoice and payment dates.

9.1 INVOICING

The contractor will be required to submit a weekly or monthly invoice for the work done including a copy of time sheets and the approved request form. It is also incumbent upon the contractor to ensure the request matches the invoice in terms of both staffing /total hours per person and rand value.

9.2 PAYMENT OF SALARIES AND WAGES

Should the contractor fail to pay salary or wages of any person employed by him within 48 hours of the said salary or wages becoming due, Transnet Freight Rail may, in its discretion and in addition to applying any other remedy, which Transnet Freight Rail may have, pay such salary or wages to such person. In the event of such payment being done by the Company Transnet Freight Rail may recover the same from the Contractors payment.

9.3 TERMINATION OF CONTRACT

Should the Contractor be grossly inefficient or negligent in the carrying out of the contract or she /he fail to fulfill any terms or condition of the contract, the Company shall have the right to declare the contract cancelled and to invoke any safeguards in the favor of Transnet Freight Rail.

10. ESCALATION

Escalation of prices shall be permitted and negotiated after expiration of the first calendar year of the contract, and will not be more than the PPI (Production Price Index) rate over the past year.

11. STORAGE AND OPERATIONAL AREA

11.1 Equipment and materials are stored at the contractor's risk and Transnet Freight Rail accepts no liability in this regard. A lockable storage area will however be provided for the contractor's use.

In the event that the contractor wishes to provide additional security measures in this area, the nature and extent of such security measures shall be agreed upon in writing with Property Management, Transnet Freight Rail, and shall be for the contractor's account.

11.2 Operational space will be provided where possible. Transnet Freight Rail accepts no liability while providing such operational space other than normal maintenance and repairs. The contractor will be liable for any costs incurred as a result of damage to these facilities due to negligence on the part of the contractor.

11.3 Change rooms will be provided.

11.4 No persons will be allowed to sleep on the premises. Staff accommodation will not be provided.

12. SAFETY REGULATIONS

The contractor is required to form part of Transnet's program for health and safety according to Act 85 of 1993.

While Transnet Freight Rail will encourage and enforce safe labour practices where possible, the contractor remains fully responsible and liable any for injuries that might be sustained by the contractor's personnel as a result of or during the performance of their duties.

13. RESTAURANTS, CONFERENCING AND EVENTS AREAS

The contractor shall provide the service in this area on an as-and-when basis in accordance with demand and shall operate within the provisions of the Scope and Schedule of Quantities.

The required chefs, waiters and barmen contract covers all Restaurants, Conferencing and Events areas

1.2 NATURE OF SERVICE

Labour Broker Services in Catering consisting but not limited to the following principles

CHEFS / WAITERS / BARMEN

- Catering Service at kitchens and restaurants
- Food preparation and service.
- Food and beverage service.

- Preparation of conference and events areas
- Offering required service for events and conferencing
- Ensuring that health and safety is adhered to at all times
- Providing professional services as per Esselenpark Campus standards to the guest satisfaction at all times
- Adherence to other specified requests

1.3 PERSONNEL REQUIREMENTS

- 1.3.1 Personnel employed in terms of the contract must be in possession of accredited SAQA qualifications obtained from accredited institutions.
- 1.3.2 Staff compliment and levels of expertise will change continually according to demand and occupancy.
- 1.3.3 The contractor should provide the correct uniform to his/her staff according to their work requirement.
- 1.3.4 All chefs should have a set of knives at all times provided by the contractor.

1.4 HOURS OF WORK

The contractor shall be confined to the operational hours required by Transnet Freight Rail.

1.5 INVENTORY OF THE OPERATING EQUIPMENT AND FOOD AND BEVERAGE STOCK

It is required that the contractor takes care of the Companies Operating equipment and be fully responsible for Food and Beverage stock. It will further be expected of the Contractor to conduct daily, weekly, monthly and quarterly stocktaking and adhere to the all stock taking procedures at all times.

1.6 BREAKAGES/ LOSS OF EQUIPMENT

Any breakages must be reported and evidence be given to the Transnet Freight Rail at the time of the incident. Failure to report the breakages will result in the contractor having to replace the broken items at the current value. Any loss of equipment that occur which might be caused and proven to be due to negligence of the contractor, the contractor shall be liable for the replacement of the lost items.

1.7 CONTRACTORS MANAGEMENT

The Contractor shall exercise supervision or management of his staff at all times whilst on duty.

1.8 CHANGES, EXTRAS AND ADDITIONS

The managers or supervisor may request changes/extras/additions order alteration, extras, addition to the total required. The contractor shall carry out orders from the manager. The rates for such work shall be

agreed between the contractor and the manager and where possible, rates quoted in the schedule of AS AND WHEN THE LABOUR IS REQUIRED shall form basis as far as may be reasonable, of such agreement.

1.9 AS AND WHEN LABOUR REQUEST FORMS

The contractor must first request the above before providing staffing as requested. The forms must include:

- Staff required
- Pay rate
- Duration of request (total hours per person)
- Total hours required per person per day
- Managers signature of authorization

2 RESTAURANTS, CONFERENCING AND EVENTS

1 The envisaged staff compliment and working hours are as follows FACILITY	Early Shift (05:00 - 14:00)	Late Shift (11:00 - 20:00)
Restaurants		
Supervisor /Manager	1	1
Chefs	10	2
Barman		1
Waiters	5	5
Conferencing		
Waiters	2	2
Events		
Supervisor	1	1
Chefs	8	8
Barman	3	3
Waiters	14	14



SECTION 5

**PROVISION OF CHEFS, WAITERS & BARMEN SERVICES AT ESSELENPARK
AT TRANSNET FREIGHT RAIL PROPERTY (ESSELENPARK CAMPUS JOHANNESBURG)
FOR A PERIOD OF TWO YEARS**

RFP NUMBER HOAC/ESS/5628

PRICING SCHEDULE

Rates

Quotation of applicable labour rates at which Transnet Freight Rail will be invoiced for services rendered:

Restaurants, Conferencing & Events	HOURLY RATE (EXCLUSIVE)		
	Weekdays	Saturdays	Sundays & Public Holidays
Supervisor/Manager			
Waiters			
Chefs			
Barmen			
Cleaner (janitorial)			

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SECTION 6

RFP NUMBER HOAC/ESS/5628

**PROVISION OF CHEFS, WAITERS & BARMEN SERVICES AT ESSELENPARK
AT TRANSNET FREIGHT RAIL PROPERTY (ESSELENPARK CAMPUS JOHANNESBURG)
FOR A PERIOD OF TWO YEARS**

RESOLUTION OF THE BOARD OF DIRECTORS

I/We _____

(name of company, close corporation or partnership)

of (full address) _____

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

represented by _____

in my capacity as _____

being duly authorized 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 Service Fees in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of RFQ documents.

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

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

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

Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together



with Transnet's letter of acceptance/intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

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

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

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFQ. The *domicillium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate *domicillium citandi et executandi* hereunder:

Four horizontal lines for text entry.

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 Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, BBBEE status or for any other reason.

VALIDITY PERIOD

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

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



TAX (VAT) REGISTRATION NUMBER

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

TAX CLEARANCE CERTIFICATE

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

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation (C.C.) on whose behalf the RFP is submitted.

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

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

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

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

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REGISTRATION CERTIFICATE

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

NAME AND ADDRESS OF ACCREDITED AGENT

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

Name
Address

CONFIDENTIALITY

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

DISCLOSURE OF PRICES TENDERED

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

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

DECLARATION

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

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

If YES, please indicate below:

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

ADDRESS



Indicate nature of relationship (if any):

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

PRICE REVIEW

The successful Respondent(s) will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per the benchmarking exercise. If the Respondent's price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 days - failing which the Contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract. **By signing the RFP documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof and Transnet Limited will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.**

SIGNED at _____ on this _____ day of _____ 2009.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:



SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

DESIGNATION

SECTION 6

RFP NUMBER HOA/ESS/5628

**PROVISION OF CHEFS, WAITERS & BARMEN SERVICES AT ESSELENPARK
AT TRANSNET FREIGHT RAIL PROPERTY (ESSELENPARK CAMPUS JOHANNESBURG)
FOR A PERIOD OF TWO YEARS**

RESOLUTION OF BOARD OF DIRECTORS

SIGNING POWER RESOLUTION OF BOARD OF DIRECTORS

NAME OF COMPANY: _____

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

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



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

FULL NAME _____ SIGNATURE: CHAIRMAN _____

FULL NAME _____ SIGNATURE: SECRETARY _____

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SECTION 7

RFP NUMBER HOAC/ESS/5628

**PROVISION OF CHEFS, WAITERS & BARMEN SERVICES AT ESSELENPARK
AT TRANSNET FREIGHT RAIL PROPERTY (ESSELENPARK CAMPUS JOHANNESBURG)
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.

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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SECTION 8

RFP NUMBER HOAC/ESS/5628

**PROVISION OF CHEFS, WAITERS & BARMEN SERVICES AT ESSELENPARK
AT TRANSNET FREIGHT RAIL PROPERTY (ESSELENPARK CAMPUS JOHANNESBURG)
FOR A PERIOD OF TWO YEARS**

CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION

It is hereby certified that -

- 1.
- 2.

Representative(s) of
(name of company)

attended the site meeting / briefing session in respect of the proposed Goods to be rendered in terms of this RFP
on2009.

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.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....



SECTION 9

RFP NUMBER HOAC/ESS/5628

**PROVISION OF OF CHEFS, WAITERS & BARMEN SERVICES AT ESSELENPARK
AT TRANSNET FREIGHT RAIL PROPERTY (ESSELENPARK CAMPUS JOHANNESBURG)
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 2010

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
- (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

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.
- 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.

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.
- 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 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 unauthorized 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 authorized on behalf of each party.
- 10.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

PRIEVIEW COPY ONLY



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 authorized representatives.

TRANSNET LIMITED:

By:
(Signature)

Print name: _____

Title: _____

Date: _____

[Insert company name]:

By:
(Signature)

Print name: _____

Title: _____

Date: _____

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SECTION 10

RFP NUMBER HOAC/ESS/5628

**PROVISION OF CHEFS, WAITERS & BARMEN SERVICES AT ESSELENPARK
AT TRANSNET FREIGHT RAIL PROPERTY (ESSELENPARK CAMPUS JOHANNESBURG)
FOR A PERIOD OF TWO YEARS**

SUPPLIER CODE OF CONDUCT

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