



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No CRAC-JHB-12581

**FOR THE SUPPLY/PROVISION OF: ENVIRONMENTAL MANAGEMENT SYSTEM
(ISO 14001-2004) CERTIFICATION**

TRANSNET FREIGHT RAIL, A DIVISION OF TRANSNET SOC LTD

PERIOD:	3 YEARS
ISSUE DATE:	28 November 2013
CLOSING DATE:	17 December 2013
CLOSING TIME:	10:00 am
Validity Period:	30 April 2014

"PREVIEW COPY ONLY"

Section 1 NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: hand / post and/or courier

CLOSING VENUE: The Secretary, Transnet Acquisition Council, Ground Floor, Tender Box, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, 2001.

1 Responses to RFQ

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

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

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of 60%
- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Goods or Services.
- The 80/20 preference point system applies where the acquisition of the Goods or Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- The 90/10 preference point system applies where acquisition of the Goods or Services will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.
- In this RFQ, Transnet will apply **90/10** preference point system prescribed in the PPPFA.

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

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

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

a) Large Enterprises [i.e. annual turnover greater than R35 million]:

- Rating level based on all seven elements of the B-BBEE scorecard

b) Qualifying Small Enterprises – QSE [i.e. annual turnover between R5 million and R35 million]:

- Rating based on any four of the elements of the B-BBEE scorecard

c) Exempted Micro Enterprises – EME [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer, or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

Respondents are required to furnish proof of the above to Transnet. [i.e. a valid detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a valid certificate in respect of EMEs].

Transnet will accordingly allocate a maximum of **20 [twenty] points** in accordance with the **8 to 20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure A- B-BBEE Preference Points Claim Form** for further details].

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

*[Refer clause **Error! Reference source not found.** below for Returnable Documents required]*

3 Communication

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

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Ayanda Msomi

Email: ayanda.msomi@transnet.net

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Telephone 011-544-9486

Email prudence.nkabinde@transnet.net

On or after 28/11/2013 the RFQ documents may be inspected at, and are obtainable from the office Transnet Freight Rail Tender Advice Centre , Ground Floor Inyanda 1 Wellington Road, and Parktown

4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

5 VAT Registration

The valid VAT registration number must be stated as: _____ [if applicable].

6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 Binding Offer

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

12 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;

- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past [five] years:

I/We _____ do hereby certify that I/we **have/have not been** found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH:

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

13 Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

- Administrative responsiveness - Completeness of response and returnable documents
- Substantive responsiveness – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given
- Technical threshold of 60%: Transnet reserves the right to change the threshold

Pre-Qualifying Criteria:

- Provide summarized CV's with sufficient details on previous ISO 14001 auditing experience
- Qualifications, skills & number of personnel (availability of Auditors) to undertake the task
- Proposal with methodology on how the scope of work will be executed
- Health and Safety Plan for site-yards visit/inspection during audits:

Respondent's Signature

Date & Company Stamp

- Geographical presence in the area to be certified
- Provide accreditation status of the certification body in the scheme to be audited as per scope of work
- Compliance to specification

Commercial:

- Competitive pricing

B-BBEE status of company

- Provide BBBEE level Certification and Score Card

- Weighted evaluation based on 90/10 preference point system as indicated in paragraph 2:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical
 - B-BBEE status of company

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

14 Validity Period

Transnet desires a validity period of 90 working days from the closing date of this RFQ.

This RFQ is valid until 30 April 2014

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

15 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

16 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

17 Disclosure of Prices Quoted

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

YES NO

18 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

a) Respondents are required to submit with their Quotations the **mandatory Returnable Documents**, as detailed below.

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating Yes or No in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]	

b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
<ul style="list-style-type: none"> - Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
<ul style="list-style-type: none"> - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement 	
<ul style="list-style-type: none"> - SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet 	
SECTION 4 : Vendor Application Form	
<ul style="list-style-type: none"> - Original cancelled cheque or bank verification of banking details 	
<ul style="list-style-type: none"> - Certified copies of IDs of shareholder/directors/members [as applicable] 	
<ul style="list-style-type: none"> - Certified copy of Certificate of Incorporation [CM29/CM9 name change] 	
<ul style="list-style-type: none"> - Certified copy of share certificates [CK1/CK2 if C.C.] 	
<ul style="list-style-type: none"> - Entity's letterhead 	
<ul style="list-style-type: none"> - Certified copy of VAT Registration Certificate [RSA entities only] 	
<ul style="list-style-type: none"> - Certified copy of valid Company Registration Certificate [if applicable] 	
<ul style="list-style-type: none"> - A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures 	

**Section 2
QUOTATION FORM**

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

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

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

I/We accept that unless Transnet should otherwise decide and so inform me/us, 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.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations a fresh and/or having to accept any less favourable offer.

Price Schedule

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

Item No	Description of Goods /Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1		
2		
3		
4		
5		
6		

Delivery Lead-Time from date of purchase order : _____ **[days/weeks]**

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Section 3**CRAC-JHB-12581****SCOPE OF WORK****The details with regard to the certification are as follows:****1. Company particulars****Name:** Transnet Freight Rail a Division of Transnet SOC Limited.**Controlling office:**

- | | |
|---|--------------|
| 1. Agriculture & Bulk Liquids (ABL) Business Unit | : Sentrtrand |
| 2. Steel and Cement Business Unit | : Isando |
| 3. Iron Ore & Manganese Business Unit | : Bellville |
| 4. Coal Business Unit | : Ogies |
| 5. Mineral Mining & Chrome (MMC) Business Unit | : Nelspruit |
| 6. Containers & Automotive (CAB) Business Unit | : Durban |

Sites and number of employees included/involved:

Umbrella ISO 14001 Certification Audits for each of the following Four (4) Business Units:

1. Agriculture & Bulk Liquids (ABL) Business Unit, following Operational Areas:

- Bellville = ± 250 Employees
- Bloemfontein = ± 300 Employees
- Durban = ± 645 employees
- Sentrtrand = ± 350 Employees

2. Iron Ore & Manganese Business Unit, following Operational Areas:

- Kimberly = ± 1460 Employees
- Port Elizabeth = ± 250 Employees
- Saldanha = ± 100 Employees

3. Coal Business Unit, following Operational Areas:

- Ermelo = ± 1500 Employees
- Richards's Bay = ± 1200 Employees
- Vryheid = ± 1000 Employees

4. Mineral Mining & Chrome (MMC) Business Unit, following Operational Areas:

- Nelspruit = ± 636 Employees

5. Mult-site ISO 14001 Certification for the following Terminals of Containers & Automotive (CAB) Business Unit:

- Deal party = ± 300 Employees
- Bayhead Terminal = ± 55 Employees
- Belcon = ± 150 Employees
- Valcon = ± 150 Employees
- City Deep = ± 150 Employees

6. Mult-site ISO 14001 Certification for the following CAB Operational Areas Containers & Automotive (CAB) Business Unit:

- Natalspruit: ± 150 Employees
Yards Involved:

- ✓ Natalspruit,
- ✓ Isando,
- ✓ Kaserny,
- ✓ Germiston and
- ✓ Elandstortem

- New Castle / Ladysmith = ± 150 Employees
Yards Involved:

- ✓ Ladysmith,
- ✓ Newcastle,
- ✓ Escourt and
- ✓ Glencoe

7. Steel & Cement Business Unit Areas:

- Krugersdorp = ± 1300 Employees
Yards Involved:

- ✓ Krugersdorp,
- ✓ Waterfall,
- ✓ Coligny,
- ✓ Lichtenburg,

- ✓ Mafikeng,
- ✓ Langlaagte
- ✓ Roodepoort
- ✓ Robinson

- Vereeniging = ± 500 Employees

Yard Involved:

- ✓ Leeuhof

Main activities performed: Transportation, Yard operations, Train Crew management, Train Control, Customer Care and SHEQ

2. Contact person

Management Representative:

Cynthia Nong

Senior Consultant: EIAs & Management

Tel: Number: (011) 584 1164

Cell: Number: 083 795 7268

Email: cynthia.nong@transnet.net

3. Certification details; Areas to be certified:

Multi-Sites ISO 14001 Certification Audits for each of the following seven (7) areas of Transnet Freight Rail's Business Units:

1. Agriculture & Bulk Liquids (ABL) Business Unit,

Operational Areas Involved:

- Bellville
- Bloemfontein
- Durban
- Sentrarand

2. Iron Ore & Manganese Business Unit,

Following Operational Areas:

- Kimberly
- Port Elizabeth
- Saldanha

3. Coal Business Unit,

Following Operational Areas:

- Ermelo
- Richards's Bay
- Vryheid

4. Mineral Mining & Chrome (MMC) Business Unit,

Following Operational Area:

- Nelspruit

Yards Involved:

- ✓ Nelspruit
- ✓ Komatipoort
- ✓ Phalaborwa
- ✓ Watervalboven

Containers & Automotive (CAB) Business Unit:

5. Terminals:

- ✓ City Deep,
- ✓ Vaalcon,
- ✓ Bayhead,
- ✓ Pretcon,
- ✓ Belcon and
- ✓ Dealparty.

6. Operations:

- Ladysmith Operational Area

Yards Involved:

- ✓ Danskral
- ✓ Newcastle
- ✓ Glencoe

- Natalspruit Operational Area

Yards Involved:

- ✓ Germiston
- ✓ Isando
- ✓ Natalspruit
- ✓ Kazerney

7. **Steel & Cement (SAC)** Business Unit Areas:

- Krugersdorp Operational Area

Yards Involved:

- ✓ Marken
- ✓ Coligny
- ✓ Lichtenburg
- ✓ Krugersdorp
- ✓ Roodepoort
- ✓ Langlaagte

- Vereeniging Operational Area

Yards Involved:

- ✓ Klerksdorp
- ✓ Potchefstroom
- ✓ Leeuhof
- ✓ Sasolberg

- Rusterburg Operational Area
Yards Involved:
- ✓ Rusterburg

Certification Status: this will be the first certification (s) towards ISO 14001-2004

Exclusions: None

Scope of listing: transportation of freight by rail

Complexity of the process: The process to be certified follows ISO 14001:2004 which is a standard for an Environmental Management System (EMS). It requires an organization to determine its impacts on the environment and relevant regulations to the operations of the business; create a plan to control the processes to minimize the environmental impact; to monitor the effectiveness of the system at meeting objectives as well as legal & other requirements and continually analyze the results and improve the systems.

Activities: Transportation, Yard operations, Train Crew management, Train Control, Customer Care and SHEQ

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Certification

Requirements: Obtain umbrella certification in accordance with the ISO 14001:2004 Environmental Management System Standard for a period of three years for each of the following seven (7) certificates within TFR Business Units:

1. Agriculture & Bulk Liquids (ABL) Business Unit,

Operational Areas Involved:

- Bellville
- Bloemfontein
- Durban
- Sentrarand

2. Iron Ore & Manganese Business Unit,

Following Operational Areas:

- Kimberly
- Port Elizabeth
- Saldanha

3. Coal Business Unit,

Following Operational Areas:

- Ermelo
- Richards's Bay
- Vryheid

4. Mineral Mining & Chrome (MMC) Business Unit,

Following Operational Area:

- **Nelspruit**

Yards Involved:

- ✓ Nelspruit
- ✓ Komatipoort
- ✓ Phalaborwa
- ✓ Watervalboven

Containers & Automotive (CAB) Business Unit:

5. Terminals:

- ✓ City Deep,
- ✓ Vaalcon,
- ✓ Bayhead,
- ✓ Pretcon,
- ✓ Bloemcon,
- ✓ Belcon and
- ✓ Dealparty.

6. Operations:

- Ladysmith Operational Area

Yards Involved:

- ✓ Danskral
- ✓ Newcastle
- ✓ Glencoe

- Natalspruit Operational Area

Yards Involved:

- ✓ Germiston
- ✓ Isando
- ✓ Natalspruit
- ✓ Kazerney

7. Steel & Cement (SAC) Business Unit Areas:

- Krugersdorp Operational Area

Yards Involved:

- ✓ Mafikeng
- ✓ Coligny
- ✓ Lichtenburg
- ✓ Krugersdorp
- ✓ Roodepoort
- ✓ Langlaagte

- Vereeniging Operational Area

Yards Involved:

- ✓ Klerksdorp
- ✓ Potchefstroom
- ✓ Leeuhof
- ✓ Sasolberg

- Rustenburg Operational Area

Yards Involved:

- ✓ Rustenburg

Pricing:

Fees for the assessment and the annual surveillance audits should be separated in the fees schedule.

Terms and subsequent price adjustments should also be covered.

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

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

1 SOLE AGREEMENT

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

2 CONFORMITY WITH ORDER

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

3 DELIVERY AND TITLE

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

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

4 PRICE AND PAYMENT

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

4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed

to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

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

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

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

6 PROPRIETARY INFORMATION

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

7 PUBLICITY

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

8 TERMINATION OF ORDER

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

9 ACCESS

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

10 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Goods/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [inter alia] the Goods/Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

11 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors

or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

12 ASSIGNMENT

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

13 NOTICES

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

14 LAW

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

15 GENERAL

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

16 COUNTERPARTS

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

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

SIGNED at _____ on this _____ day of _____ 20____

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS:

Respondent's contact person *[Please complete]*

Name	:	
Designation	:	
Telephone	:	
Cell Phone	:	
Facsimile	:	
Email	:	
Website	:	

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to TIP-OFFS ANONYMOUS: 0800 003 056

**Section 4
VENDOR APPLICATION FORM**

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

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

Vendor Application Form

Company trading name			
Company registered name			
Company Registration Number or ID Number if a Sole Proprietor			
Form of entity (v)	CC	Trust	Partnership
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VAT number (if registered)			
Company telephone number			
Company fax number			
Company email address			
Company website address			
Bank name		Branch & Branch code	
Account holder		Bank account number	
Postal address			Code
Physical Address			Code
Contact person			
Designation			

"PREVIEW COPY ONLY"

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

Complete B-BBEE Ownership Details:

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

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

Transnet contact person	
Contact number	
Transnet Operating Division	

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

Name	Designation
Signature	Date