



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30
[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION (RFQ) No RME CPT 211/2014

FOR THE MANUFACTURE; SUPPLY AND DELIVERY OF: GROOVE ENDED PIPES

FOR DELIVERY TO:

SALTRIVERD, WESTERN CAPE

ISSUE DATE:

24 OCTOBER 2014

CLOSING DATE:

06 NOVEMBER 2014

CLOSING TIME:

10:00

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: Post; Courier and Hand delivery
CLOSING VENUE: SEE BELOW FOR CLOSING VENUE

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. Proposals must reach the Secretariat, 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:

RFQ No: RME CPT 211/2014

Description: MANUFACTURE; SUPPLY & DELIVERY GROOVE ENDED PIPES

Closing date and time: 06 NOVEMBER 2014 AT 10H00 Sharp

Closing address [Refer to *Annex in Delivery Instructions for RFQ below*]

All envelopes must reflect the return address of the Respondent on the reverse side.

1 DELIVERY INSTRUCTIONS FOR RFQ

1.1 Delivery by hand

If delivered by hand, the envelope is to be deposited at the Transnet Freight Rail (RME) Tender box which is located at the main entrance of Transnet Park, Robert Sobukwe Road, Bellville, and should be addressed as follows:

THE SECRETARIAT
ACQUISITION COUNCIL
TRANSNET PARK
TENDER BOX
ROBERT SOBUKWE ROAD
BELLVILLE 7535

The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no 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, each such envelope to be addressed as above.

Respondent's Signature

Date & Company Stamp

1.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
 TRANSNET ACQUISITION COUNCIL
 6TH FLOOR
 TRANSNET PARK
 ROBERT SOBUKWE ROAD
 BELLVILLE 7535

Please note that this RFQ closes punctually at **10:00 on Tuesday, 04 November 2014.**

1. If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
2. No email or facsimile responses will be considered, unless otherwise stated herein.
3. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
4. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
5. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

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 according to the following:

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFQ and all Bids received are equal to or below R1 000 000.00, the RFQ must be cancelled.

Respondent's Signature

Date & Company Stamp

The value of this bid is estimated to be above R1 000 000.00 (all applicable taxes included) and therefore the **90/10** system shall be applicable. When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing date of this RFQ will result in a score of zero being allocated for B-BBEE.

[Refer clause 19 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 employees:

Name: Noloyiso Alam
 Telephone 021 940 1886 Email: noloyiso.alam@transnet.net

Respondents may also, at any time before or after the closing date of the RFQ, communicate with the following Transnet Employee on any administrative matters relating to its RFQ response:

Name: Noloyiso Alam
 Telephone 021 940 1886 Email: noloyiso.alam@transnet.net

4 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

 Respondent's Signature

 Date & Company Stamp

5 VAT Registration

The valid VAT registration number must be stated here: _____ [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 shortlisted Respondents.

11 Binding Offer

Any Quotation furnished pursuant to this Request for Quotation 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-submit 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.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

13 Transnet's supplier integrity pact

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other.

Respondent's Signature

Date & Company Stamp

The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

YES		NO
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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

14 Evaluation Criteria

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

Criterion/Criteria	Explanation
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. Bidder must submit the following certificates with the bid: 1. ANNEXURE B: Retention Clause 2. Submit Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 3 years
Final weighted evaluation based on 90/10 preference point system as indicated in paragraph 2	<ul style="list-style-type: none"> • 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 indicated below.

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.

Respondent's Signature

Date & Company Stamp

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

15 Validity Period

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ. This RFQ is valid until _____.

16 Banking Details

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

17 Company Registration

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

18 Disclosure of Prices Quoted

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

YES NO

19 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.

 Respondent's Signature

 Date & Company Stamp

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:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
ANNEXURE A: Technical Specification and Bill of Quantities	
ANNEXURE B: Retention Clause	
Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 3 years	

- 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.

Essential Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference	
- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- 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	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)	

Respondent's Signature

Date & Company Stamp

Essential Returnable Documents	Submitted [Yes or No]
- Certified copies of the company's shareholding/director's portfolio	
- Entity's letterhead	
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	
- Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 3 years	

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Respondent's Signature

Date & Company Stamp

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, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/services 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 afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the Manufacture; Supply and Delivery of Groove Ended Pipes required at Saltriver - TRE Depot (RME Offices), CAPE TOWN, prices excluding VAT

Item	Description	Quantity	Unit of Measure	Unit Price (ZAR)	Total Price (ZAR)
COMPLETE THE BILL OF QUANTITIES ATTACHED (ANNEXURE A)					

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) When a patented article is used as a sample or when the name of a manufacturer or a certain Trade Mark or brand is quoted; it shall only be to indicate the type and standard or quality of the article required and not to limit competition only to the referenced article. Similar, equal and equivalent products will be considered subject to actual performance standards. Where an alternative brand /product is offered, it would be advisable to include the specific data sheets / specification for the product, in your submission.

Respondent's Signature

Date & Company Stamp

- c) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this Bill of Quantities and not utilise a different format. Deviation from this Bill of Quantities could result in a bid being disqualified.
- d) 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.

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

Section 3

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.
- 3.3 Risk of loss or damage to Goods shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Goods has been effected.
- 3.4 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet. Goods shall be subject to such testing and/or inspection as Transnet may consider necessary.

Respondent's Signature

Date & Company Stamp

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 hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/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

Respondent's Signature

Date & Company Stamp

materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 DEVELOPMENT WORK IN THE PRODUCTION OF GOODS

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

8 PUBLICITY

The Supplier/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.

9 AFTER SALES SERVICE

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

10 TERMINATION OF ORDER

10.1 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 its business into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.

10.2 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.

10.3 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.

10.4 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.

Respondent's Signature

Date & Company Stamp

11 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.

12 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 supply, manufacture and use of 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.

13 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.

14 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.

15 NOTICES

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

16 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/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.

17 GENERAL

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

18 COUNTERPARTS

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

PREVIEW COPY ONLY

Respondent's Signature

Date & Company Stamp

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 _____ 2014

"PREVIEW COPY ONLY"

.....
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

Respondent's Signature

Date & Company Stamp

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** copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified** copies of the company's shareholding/director's portfolio
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. **A valid and original B-BBEE Verification Certificate / sworn affidavit or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice
9. **Certified** copy of valid Company Registration Certificate [if applicable]

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	Pty Ltd
		Limited	Partnership
			Sole Proprietor
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			

Respondent's Signature

Date & Company Stamp

Physical Address	Code
Contact person	Code
Designation	
Telephone	
Email	
Annual turnover range [last financial year]	> R35 m
Does your company provide	R5 - 35 m
Area of delivery	Services
Does your company have a Tax Directive or IRP30 Certificate	Both
Main product or services [e.g. Stationery/Consulting]	Local
	Provincial
	Public
	Yes
	No

Complete B-BBEE Ownership Details:

% Black ownership	% Black women ownership	% Disabled Black ownership	% Youth ownership
Does your entity have a B-BBEE certificate			No
What is your B-BBEE status [Level 1-5 / unknown]		Yes	
How many personnel does the entity employ		Permanent	Part time

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

Transnet contact person
Contact number
Transnet Operating Division

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

Name	Designation
Signature	Date

ANNEXURE A

Technical Specifications and Bill of Quantity

PSL 3 Technical Specifications

PSL 3.4 STEEL PIPES & FITTINGS (BENDS, TEES, END CAPS & COUPLINGS)

PSL 3.4.1 General

All above ground pipework shall be hot dip galvanized steel pipe. Welding and visual examination of carbon steel pipework shall be carried out in accordance with BS EN 287 Part 1 and BS 2633 or BS 2971 or an equivalent, except where otherwise indicated. Dye penetration examination to BS EN 571 shall be undertaken on not less than 10% of all weld connections.

Plain ends of pipes and fittings shall be covered and protected against damage whilst being transported and stored.

PSL 3.4.2 Pipes of Nominal Bore Up To 150 mm

Pipework of sizes up to and including 150 mm nominal bore, shall comply with the requirements of SANS 62. These pipes shall be medium duty with a minimum wall thickness as specified in SANS 62.

PSL 3.4.3 Pipes of Nominal Bore Over 150 mm

Carbon steel pipes and fittings, other than steam tubing and screwed and socketed pipes for general application, larger than 150 mm diameter, shall be electric resistance welded complying with the requirements of SANS 719 Grade A or ASTM A106 or API5L Grade A and shall have walls of thickness not less than 4 mm for pipe sizes up to 200 mm diameter inclusive. Helical seam welded pipes will not be permitted unless specifically approved by the Engineer.

Pipes shall be rated for a working pressure of 15 bar.

PSL 3.4.5 Groove Ended Pipe Systems

Pipes to be jointed by means of a groove ended pipe system shall comply with the additional requirements of SANS 815-2.

PSL 3.4.4 Fittings (Bends, Tees, End Caps & Couplings)

Malleable Iron Fittings: Malleable iron threaded pipe fittings shall be to SANS 11. Fittings shall be rated for a maximum working pressure of 25 bar at 20C to 120C.

PSL 3.8.11 Groove Ended Pipe Couplings

Straight lengths of pipe shall be jointed by means of groove ended coupling system in accordance with SANS 815-2. The couplings shall be of the flexible type MECH coupler, to allow for thermal movement and hot dip Galvanized. Nuts and bolts shall be hot dip galvanized. Couplings are to be painted on site by TFR RMP, sufficient tins of paint to be supplied by the material supplier and to be inclusive in the rates on the Bill of Quantity.

PSL 3.9 CORROSION PROTECTION

PSL 3.9.2 Steel Pipes & Fittings (Bends, Tees, End Caps & Tees)

All steel pipes shall be hot dip galvanized, inside and out, in accordance with SANS 121.

Above ground Steel Pipes & Fittings shall be painted externally, after galvanising as per StonCor Africa coating system below:

Surface Preparation: Remove all oil and grease by washing with Carboclean 250 and rinsing with potable water.

Caution: Normal blast cleaning will damage the galvanised layer and it is not recommended. Sweep-blast-clean using unrecycled Blastrite Microblast (ultrafine non-metallic grit, not less than 0,2mm and not greater than 0,8mm) using nozzle pressure not greater than 300kPA (43 Psi), holding the nozzle at a 30 - 60 angle to the surface being cleaned and holding the nozzle at 450-600mm away from the surface being blasted.

Important: The Final Coat to be Signal Red, for Fire Water pipes.

A N N E X U R E A

Coating System		Generic Type	Apply By	Film Thickness (Microns)		Minimum Time Between Coats at 25°C
No. Coats	Coating			Wet Film	Dry Film	
1	Carboquard 193	Epoxy polyamide	CS, AS, B, R	150µm	75µm	6 Hrs min
1	Carbothane 134	Aliphatic acrylic polyurethane	CS, AS, B	85µm	40µm	3 Hrs
2					115µm	

Note: Two coats of Carbothane 134 may be required, if applied by brush or roller.

PSL4 Bill of Quantity

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	<u>Grooved Ended Pipes</u> as per SANS 62 and SANS 719, Hot Dip Galvanized c/w Coating as per the Technical Specifications with the Final Coating to be Signal Red.				
1.2	100 mm dia. at 6 meter lengths as per SANS 62	EA	246		
1.3	150 mm dia. at 6 meter lengths as per SANS 62	EA	654		
1.4	200 mm dia. at 6 meter lengths as per SANS 719	EA	552		
2	<u>Grooved Bends</u> , Hot Dip Galvanized c/w Coating as per the Technical Specifications with the Final Coating to be Signal Red.				
2.1	80 mm dia. - 90 Degree Bends	EA	2		
2.2	100 mm dia. - 90 Degree Bends	EA	5		
2.3	150 mm dia. - 90 Degree Bends	EA	20		
2.4	200 mm dia. - 90 Degree Bends	EA	40		
3	<u>Grooved MECH Couplers</u> , Hot Dip Galvanized c/w Coating to be painted by TFR RME. Paint supplied by material supplier and cost to be inclusive in the rates.				
3.1	80 mm MECH Couplers	EA	5		
3.2	100 mm MECH Couplers	EA	45		
3.3	150 mm MECH Couplers	EA	110		
3.4	200 mm MECH Couplers	EA	100		
4	<u>Equal Grooved Tees</u> , Hot Dip Galvanized c/w Coating as per the Technical Specifications with the Final Coating to be Signal Red.				
4.1	150 mm - 150 mm - 150 mm	EA	8		
4.2	200 mm - 200 mm - 200 mm	EA	8		
5	Supplying of Material-, Test-, Galvanising and Coating Certificates.	Sum		Inclusive in the Rates Above	

TOTAL NETT VALUE (EXCLUDING VAT) = R



ANNEXURE B: RETENTION CLAUSE

RFQ NUMBER RME CPT 211/2014: FOR THE MANUFACTURING, SUPPLY AND DELIVERY OF GROOVE ENDED PIPES AND FITTINGS

Dear Sir/Madam

Transnet Freight Rail expresses its appreciation for your valued participation in the bidding for the supply of the above-mentioned requirement.

Over and above the warranty clause 12 of the standard terms and conditions, Transnet Freight Rail wishes to impose a 10% Retention Clause below:

- 12.1 The Supplier / Service Provider warrants that it will perform its obligations under the Agreement in accordance with the Technical Specification, and Bill of Quantities as defined in the RFQ: RME CPT 211/2014, for the Manufacturing, Supply and Delivery of Groove Ended Pipes and Fittings. Without prejudice, in the event that the Service Provider fails to deliver as per the Technical Specification/ Scope of work, Transnet Freight Rail will claim appropriate service credits or invoke retention of 10% of the Fees as detailed in the relevant Bill of Quantities.

We trust that the above information is acceptable and we hope that you will continue to tender for future business with Transnet Freight Rail.

Based on the terms laid out above, we (Company Name)

Please tick the applicable box below:

Accept	
Decline	

Respondent's name:

Respondent's signature:

Date:

Respondent's Signature

Date & Company Stamp