



## **REQUEST FOR QUOTATIONS**

Transnet Freight Rail a Division of Transnet SOC Ltd. invites all interested parties to respond to a request for quotation (RFQ) as indicated below. All RFQ's should be submitted on the appropriate tender forms and should be deposited in the Tender Box before 10h00 on the closing date of the RFQ/s.

If delivered by hand, the RFQ submissions must be addressed to The Chairman of the Acquisition Council, Queens Warehouse, Ground Floor Reception, 237 Mahatma Gandhi Road Point, Durban

RFQ documents may be obtained **Free Of Charge** on and after Tuesday **13th May 2014** and must be collected before 15h00 on Monday 19 May 2014 at Transnet Freight Rail, Supply Chain Services, Queen's Warehouse, 237 Mahatma Gandhi Road, Durban during the office hours **09h00** to **5h00** during weekdays. (NB: No tenders will be issued after this deadline)

RFQ documents may be viewed from the website by clicking on the RFQ maker that is highlighted in red on the website: (http://www.transnetfreightrail-tfr.net/Supplier Pares (Tenders.aspx)

RFO NUMBER: RME DBN 025/2014

**DESCRIPTION:** SUPPLY AND DELIVERY OF BOLTS AND NUT

**REQUIRED AT: 130 EEL ROAD BAYHEAD DURBAN** 

A Formal briefing session <u>will not be held</u> but should e-mail these to the Transnet employee(s) indicated in the (RFQ)

**CLOSING DATE: 29 MAY 2014 @ 12H00.** 

For enquiries regarding the collection of the RFQ please contact:

Name: Anne Mongie

Tel: 031 361 1759

Email: anne.mongie@transet.net

Transnet Freight Pail Virges Clients & Suppliers to report fraud/corruption at Transnet to TIPOFFS ANONYMOUS: 3819 903 056



Transnet Freight Rail, a division of

## TRANSNET SOC LTD

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

REQUEST FOR QUOTATION [RFQ'N RME DBN- 025/2014

FOR THE SUPPLY OF: OLTS AND NUTS

FOR DELIVERY 10 130 EEL ROAD BAYHEAD DURBAN

SI E DATE: 13 MAY 2014

LOSING DATE: 29 MAY 2014

CLOSING TIME: 12:00

## 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:** Tender Box

**CLOSING VENUE:** Queens Warehouse Ground Floor Reception

237 Mahatma Gandhi Road

Point, Durban

#### 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-BBFF]

Transnet fully endorses and supports the Government's based Black Economic Empowerment Programme and it would therefore prefer to do basic ss 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 passactions 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:

- 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.
- The 30/20 preference point system applies where the acquisition of the Goods will be less than 1 000 000.00. However, if the 80/20 preference point system is stipulated in this RFQ 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 will exceed R1 000 000.00. However, 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 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:

Respondent's Signature

- 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 turniver, 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 maxilium of **10 [ten] points** to the Respondent's final score based on an entity's B-BBEE scorecal lating. [Refer <u>Annexure A- B-BBEE Preference Points</u> <u>Claim Form</u> for further details]

N.B. Failure to submit a BBBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of 2 to being allocated for B-BBEE.

[Refer clause In the Indian Property of the I

**B-BBEE Imp ovement Plan** — Not Applicable

Supplies evelopment Initiatives - Not Applicable

#### 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: Anne Mongie

Email: anne.mongie@transnet.net

Respondents may also, at any time after the closing date of the RFQ, communicate with Boitumelo Manyakalle Regional Procurement Manager on any matter relating to its RFQ response:

Telephone 031 361 1016

Email Boitumelo.manyakalle@transnet.net

#### 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 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 clasing 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 from de pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be learly and specifically indicated.

#### 12 Disclames

Tans let is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt 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 5 [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 and reserves the right to exclude any Respondent from the bidding process, should that person a untity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

## 13 RESPONDENT'S SAMPLES - NOT APPLICABLE

- 14 EVALUATION CRITERIA T ANSNET WILL UTILISE THE FOLLOWING CRITERIA [NOT NECESSARILY IN THIS OF DER] IN CHOOSING A SUPPLIER/SERVICE PROVIDER, IF SO REQUIRED:
  - Administrative responsiveness Completeness of response and returnable documents
    - Principle and price basis [firm] whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts will be critical
    - Y-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:

Respondent's Signature

Date & Company Stamp

<sup>&</sup>lt;sup>1</sup> 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.

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	

4-	M. P. D. D. J. J.
15	Validity Period
	Transnet desires a validity period of 90 [ninety] days from the cosing late 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 in t indicate here whether Transnet may disclose their quoted prices and conditions to
	other Reconstents:
_<	YES NO NO
10	Potrumphia Decuments

## **eturnable Documents**

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

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

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ 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 mandatory Returnable Documents by so indicating [Yes or No] in the table below:

	Mandatory Returnable Documents	Submitted [Yes or No]
SE	CTION 2 : Quotation Form	
	Original valid Tax Clearance Certificate [Consortia / Joint Ventures 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 <u>all</u> 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]
SE	CTION 1: Notice to Bidders	
	Valid B-BBEE Verification Certificate [RSA can be 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	
*	Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA ENTES]	
	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-BBZE score-and	
-	In the case of loint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
#	SECTION 3: Standard Terms and Conditions of Contract for the Supply of Goods Services to Transnet	
SE	CTLON 4 · Vendor Application Form	
	Griginal cancelled cheque or bank verification of banking details	
#	Certified copies of IDs of shareholder/directors/members [as applicable]	
=	Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
	Certified copy of share certificates [CK1/CK2 if C.C.]	
8	Entity's letterhead	
2	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	
	Audited Financial Statements for previous 3 years	

# 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, is, this Quotation [and, if any, its covering letter and any subsequent exchange of corres, onlend], together with Transnet's acceptance thereof shall constitute a binding contract between Nansh 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 of this 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	AS PER ATTACHED BILL OF QUANTITIES				

Delivery cod-Time from date of purchase order : \_\_\_\_\_\_[days/weeks]

## Notes to Pricing:

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 the attached Bill of Quantities and not use 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

#### 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 [ransnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC atd [**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 specification, if 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 deliver datas 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.
- The Supplied 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 medified 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. 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

#### 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 Translet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material, covided 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 lights 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 Transpet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses vipcluding 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 to right to continue using the infringing Goods; or
- b) modify or replace the bods/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 stip late. 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 chall 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.

#### 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 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, or term to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Good 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 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.
- 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 Transpet 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.

#### 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 and use of the Goods 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 a sign 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 Tenas 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 I 😽

Or ers hall be governed by and interpreted in accordance with South African law and any disputes arising he ein 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 **Error! Reference source not found.**, **Error! Reference source not found.**, **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.

#### 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.

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
			1
			4
SIGNATURE OF RESPONDENT'S A		NITATIVE	
		MATTL	
NAME:			
DESIGNATION:			
	4		
REGISTERED NAME OF COMPANY	:		
PHYSICAL ADDRESS:			
•			
Respondent's contact phospic	[Please complete]		
	[ rease complete]	V	
Name			
Designation			
Telephone			
Zell Phon :			
facsionile :			
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:

- 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 [\*ame 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 tr	ding name					
Company regis	stered name					
Cor many Reg	istration Numb	er or ID Nur	mber if a Sole	Proprietor		
r rp of entity [√]	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number [if	f registered]					
Company teleph	one number					
Company	fax number					
Company er	mail address					
Company web	site address					
Bank name				Branch & Bran	nch code	
Account holder				Bank account	number	
Postal address						
rusiai audiess						Code
Physical Address						

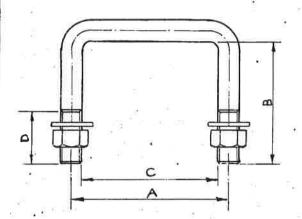
				Code
Contact person				
Designation				
Telephone				
Email				
Annual turnover	range [last financial year]	< R5 m	R5 - 35 m	> R35 m
Do	pes your company provide	Products	Services	Both
	Area of delivery	National	Provincial	Local
	Is your company a pub	lic or private entity	Public	Private
Does your co	mpany have a Tax Directive of	or IRP30 Certificate	Y.s	No
Main	product or services [e.g. Sta	tionery/Consulting1		
Complete B-BBEE Own	nership Details:	$\sim$	•	
% Black ownership		women der hip	% Disabled Blad	ck ownership
Does yo	ur company have a B-BPZE c	stincate Yes		No
Wha	at is your B-BBEE status [Lave	to 9 / Unknown]		
How man	y personnel does the firm em	ploy Permanent		Part time
If you are an existing	Vendor with Transnet please	complete the follow	ing:	
Transnet co	ontact serson			
c	ntac number			
Transpet Open	ng Division			
Duly sa the sea to sign	for and on behalf of Compan	y / Organisation:		
Name		Designation		
Signature		Date		

		ADDITIONAL			DELIVERY		
KESOURCE NAME	DRAWING NO.	DRAWINGS	LIND	UNIT QUANTITY	PERIOD	RATE	AMOUNT
1 U-BOLT M12 HD GI	TX-8 IT1		/EA	220			
2 U BOLT M16 240*240 HD GI	TX-9 IT1		/EA	20			
3 CLEVIS PIN 16mmDIAx60mm HD GI	CEE-TX-66	CEE-TX-54	/EA	360			
4 U BOLT M12 for dia 60 pipe HD GI	CEE-TX-23		/EA	1650			
5 J BOLT M16x80mm HD GI	CEE-TX-14it2		/EA	40			
6 J BOLT M16x100mm HD GI	CEE-TX-14it3		/EA	80			
7 J BOLT M16x120mm HD GI	CE-TX-14IT4		/EA	09			
8 J BOLT M20*240 HD GI	TY-12   T		/EA	900			
9 U BOLT M12 HD GI -48*32crs	CEN-TX-89		/EA	30			
10 BOLT M12 * 20L HD GI			/EA	160			
11 BOLT AND NUT M12x75mm HD GI			/EA	20			
12 NUT M12 HD GI			/EA	36			
13 BOLT AND NUT M20x240mm HD GI			/EA	48			
14 FLAT WASHER M16 HD GI			/EA	40			
15 FLAT WASHER M20 HD GI			/EA	48			
16 FLAT WASHER M24 HD GI			/EA	22			
17 BOLT AND NUT M16x110mm HD GI		1	/EA	72			
18 BOLT AND NUT M16x140mm HD GI			/EA	40			
19 SCREW AND NUT M4X12 SLOTTED CHEESE HEAD BRASS			/E	10			
20 BOLT AND NUT M8X40 HD GI			IF A	10			
21 BOLT AND NUT M10X40 HD GI			[FA]	24			
22 BOLT AND NUT M10X115 HD GI			/EA	152			
23 BOLT AND NUT M10X255 HD GI			/EA	132			
24 BOLT AND NUT M12X25mm HD GI			/EA	20			
25 BOLT AND NUT M12X30mm HD GI			/EA	10			
26 BOLT AND NUT M12x40mm HD GI			/EA	10			
27 BOLT AND NUT M12x55mm HD GI			/EA	10			
28 BOLT AND NUT M16x140mm HD GI			/EA	10			
29 BOLT AND NUT M16X220mm HD GI			/EA	10			
30 BOLT AND NUT M20x40mm HD GI			/EA	14			

31 BOLT AND NUT M20x45mm HD GI	/EA	10	
32 BOLT AND NUT M20x75mm HD GI	/EA	14	
33 BOLT AND NUT M20x230mm HD GI	/EA	10	
34 BOLT AND NUT M20x255mm HD GI	/EA	20	
35 BOLT AND NUT M20x260mm HD GI	/EA	40	
36 BOLT AND NUT M20x300mm HD GI	/EA	10	
37 BOLT AND NUT M24X65L GI	/EA	09	
38 NUT M20 HD GI	/EA	895	
40 NUT M36 HD GI	/EA	2 236.00	
41 SPRING WASHER M4 HD GI	/EA	10	
42 FLAT WASHER M10 HD GI	/EA	310	
43 FLAT WASHER M12 HD GI	/EA	40	
44 WASHER FLAT M16 HD GI	/EA	40	
46 WASHER ROUND FLAT M20 HD GI	/EA	06	
47 WASHER M36 HD GI	/EA	2 236.00	
48 FLAT WASHER M16 HD GI	/EA	30	
49 BOLT AND NUT M24x260mm	/EA	30	
50 BOLT AND NUT M10X115 HD GI	/EA	10	
51 BOLT AND NUT M12X25mm HD GI	/EA	20	
52 BOLT AND NUT M12X30mm HD GI	/EA	70	
53 BOLT AND NUT M12x40mm HD GI	J.	450	
54 BOLT AND NUT M12x65mm HD GI	/EA	30	
55 BOLT AND NUT M12X100mm HD GI	√€.	868	
56 BOLT AND NUT M16x30mm HD GI	/EA /	09	
57 BOLT AND NUT M16x40mm HD GI	/EA	120	
58 BOLT AND NUT M16x45mm HD GI	ÆA	00	
59 BOLT AND NUT M16x50mm HD GI	/EA	110	
60 BOLT AND NUT M16X65mm HD GI	/EA	2 416.00	
61 BOLT AND NUT M16x140mm HD GI	/EA	30	
62 BOLT AND NUT M16X150mm HD GI	/EA	10	
63 BOLT AND NUT M20x40mm HD GI	/EA	750	
64 BOLT AND NUT M20x75mm HD GI	ÆA	1 348.00	
65 BOLT AND NUT M20x150mm HD GI	/EA	130	

66 BOLT AND NUT M20x230mm HD GI		/EA	20	
67 BOLT AND NUT M20x240mm HD GI		/EA	450	
68 BOLT AND NUT M20x255mm HD GI		/EA	10	
69 BOLT AND NUT M20x260mm HD GI		/EA	650	
70 BOLT AND NUT M20x280mm HD GI		/EA	970	
71 BOLT AND NUT M24x260mm HD GI		/EA	100	
72 BOLT AND NUT M24x280mm HD GI		/EA	40	
73 FLAT WASHER M10 HD GI		/EA	20	
75 FLAT WASHER M12 HD GI		/EA	3 738.00	
76 SPRING WASHER M12 GI		/EA	150	
78 WASHER FLAT M16 HD GI		/EA	4 367.00	
79 SPRING WASHER M16 GI SNGL COIL SQ SECT		/EA	80	
81 WASHER ROUND FLAT M20 HD GI		/EA	4 954.00	
82 FLAT WASHER M24 HD GI		/EA	200	
84 PIVOT PIN 16MM	CEE-TN-243	/EA	20	
85 STAY BOLT M36 FOR CAST STAY galvanised	CEE-TNE-31 NH 1	/EA	140	
88 PIN STAY BOLT M36 GI	CEE-TNE-31 SH 3	/EA	140	
89 PIN STRAIGHT HEADED 24MM	CEE-TX-59	EA	140	
90 WASHER PACKING	CEE-TX-28	EA	140	
TENDER TOTAL				

TENDERER'S DETAILS (OR COMPANY STAMP)





ORDERING NOTE. BESTELLINGHOTA

U BOUT AFMETINGS A-100, 8-210, QUOTE ITEM Nº 10 N

)	No 1	G.R.B.	7
		AMENDME WYSIGIN NAME	

DATUM R.B. 7-3-72 5.A.B.S 763. WAS CEE G3A-1.

REF: J72/7. D.O. E. LOUN. 82-03-24

ASSY. DRGS. ADDED. SAMEST. TEK. BY: GEVOEG.

D.O. REF TK-VERW. P82/10

A	C	No	
55	43	25	.1
60	48	26	1
65	53	27	1
70	58	28	11
75	63	29	4
80	68	30	2
85	73	31	2
90	78	32	2
95	83	33	2
100	88	34	2
105	93	35	2
110	98	36	2
115	103	37	9
120	108	38	2
125	413	39	2.
130	118	10	24
!35	163	41	25
143	. 8	42	26
145	133	43	26
150	138	44	27
155	143	45	27
160	148	46	28
			-
165	153	47	28
	55 60 65 70 75 80 85 90 95 100 105 110 125 130 135 145 150 155	55 43 60 48 65 53 70 58 75 63 80 68 85 73 90 78 95 83 100 66 105 93 110 98 115 103 120 108 125 113 130 116 135 123 146 18 145 133 150 138 150 138	5.5       43       25         60       48       26         65       53       27         70       58       28         75       63       29         80       68       30         85       73       31         90       78       32         95       83       33         100       68       34         105       93       35         110       98       36         115       103       37         120       108       38         125       113       39         130       118       0         135       123       41         42       42         145       133       43         150       138       44         155       143       45

	163					
Ио	A	С		No	A	C
25	.175	163		49	295	283
26	180	168		50	300	288
27	185	173	(1 %	51	305	293
28	190	178		52	310	298
29	195	183		53		303
30	200	188		54	320	30c 3!3
31	205	193	a .	55	32	3!3
32	210	198		55	330	318
33	215	203		57	335	323
34		208		ರದ	340	328
35	225	213		<b>5</b> 9	345	333
36		डाइ		60	35C	338
37	235	223		61	355	343
38	24.	855		62	<b>3</b> 50	348
39	245	233	0.8	63	365	353
10	250	238	- 65 S	64	370	358
41	255	243	, e	65	375	363
42	260	248		66	380	268
43	265	253	1	67	385	373
14	270	258		68	390	378
15	275	263	. 1	69	395	383
46	280	258	-[	70	400	388
<b>17</b>	285	273	I	71	405	393
18	290	278		72	410	398
			a - 8-			

ZINC COAT TO SPECIFICATION

AFWERKING SINKBEDEK VOLCEME SPES.

		NAME	1
į.	LETTER	B	D
	A	90	20
		100	- 11
ä.	C	1	- 11
	0	120	Щ
	E	130	36
	F	140	. 14
	G	150	×1!
	H	160	- 11
	J	170	l1
	: K	180	19
- 00	L	190	11
22	M	200	
	N	210	45
æ	P	220	11
	Q	230	JI.
S	R	240	- 11
	S	250	- 11
	Te	260	11
	U	270	II.
- 1	V	280	II.
	W	290	ш
	X	300	11
-	Y	310	- 11
	Z	320	11
41	·AA	330	11
	BB	340	11
*	CC	350	- 11
	OD	360	11
	EE	370	11
	FF	380	11
	GG.	390	- ;;
	нн	400	
	77	410	-:-1
	KK	420	-
	LL	430	- <u>;;                                   </u>
	MM	440	
		450	1!
ı	NN	700	1.

CEE-PFB-12,13,18,19,20

ASSEMBLY DRG SAMESTELTEK

GENER TOLERANCES TOLERANSIES

11N +1

ANG HOEKE

AMENDMENT X 2 WYSIGING

TX8

DRAWING TEKENING

No. CEE

SCALE Pucces?

STEEL B.S. 4190

FINISH

MATERIAL - MATERIAAL

DIMENSIONS: MILLIMETRES

MILLIMETERS

AFMETINGS

DRN GET NIL

CKD

NGS

ENGR

DATE

DATUM

TK .VERW C146/70

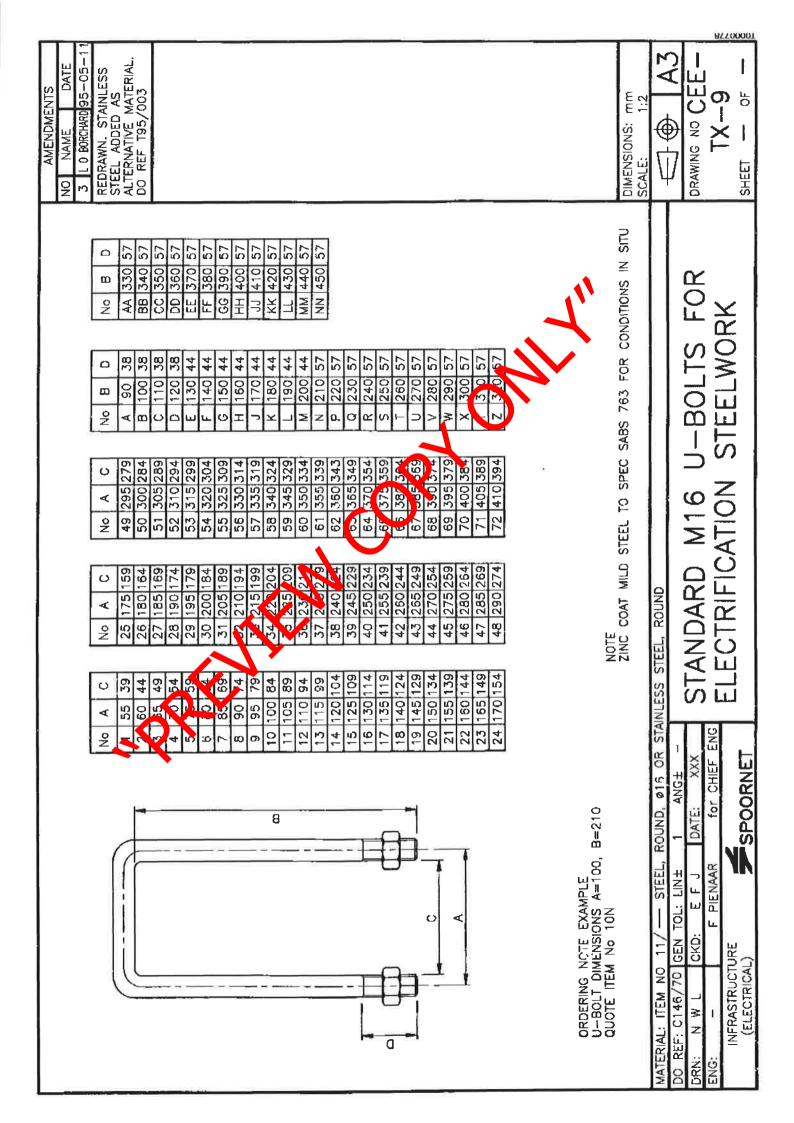
27-1-71

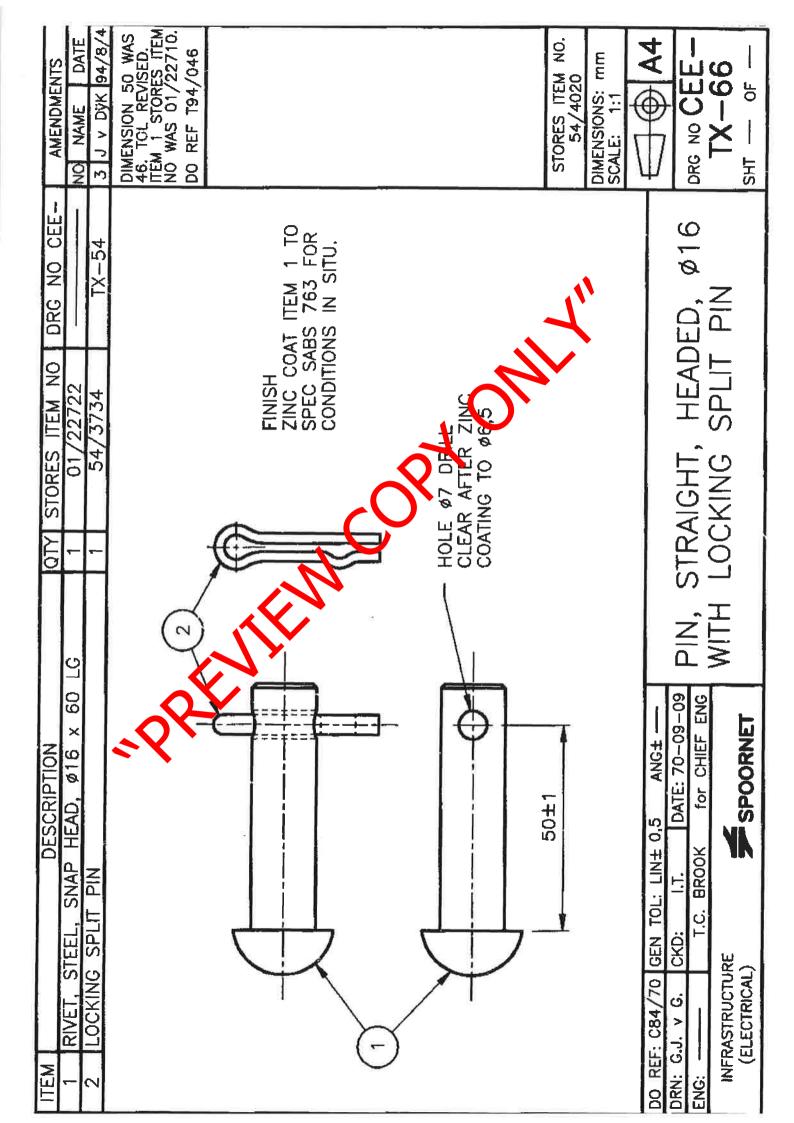
STANDARD MIZ U BOLTS FOR ELECTRIFICATION STEELWORK

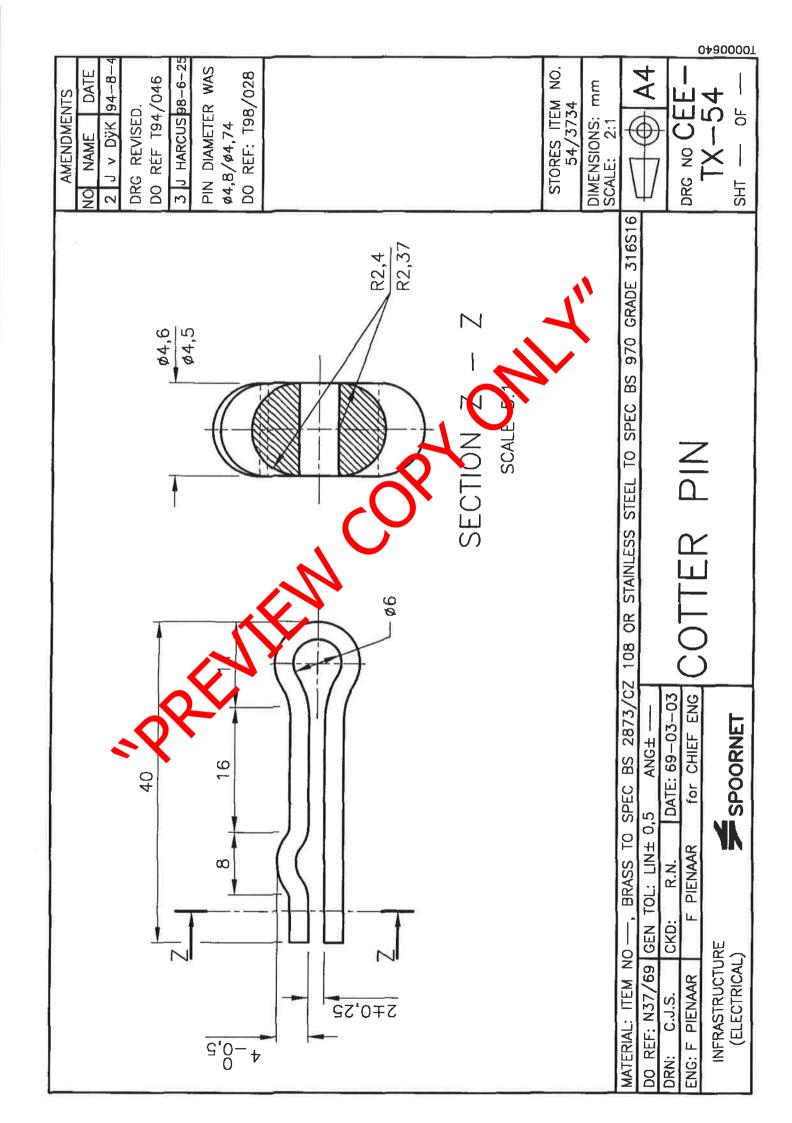
S.A.B.S. 763

STANDAARD MIZ U BCUTE VIR ELEKYRIFIKASIE STAALWERK

CHIEF CLEC'RICAL ENGINEER ELEKTFOTEGNIESE HOOFINGENIEUR SAR. JOHANNESBURG







ITEM	DESCRIPTION - BESKRYWING	QTY HVLD	STORES NO.	AMENDMENTS WYSIGINGS
	A ROND \$ 12 x 225 L VOLG SPES CME 9 SYM 7		740	NO NAME DATE
2.	NUT, PLAIN, HEX, STEEL, GALV. MUT, PLAIN, HEX, STEEL, GALV. M 12	2.	(M)1/32856	1 2
5	WASHER, FLAT, STEEL, ROUND, NORMAL, GALV. WASTER, PLAT, STAAL, ROND, MOSTAAL, GEGALV.	75	(M) 1/33659	REDRAWN IN INK.
	(-) (c			OORGETEKEN IN INK. DO. REF. T1/81/74 TKVERW. T1/81/74
			8	3. J.SWIEGERS. 83-03-10
FINIS	FINISH ~ AFWERKING.  ZINC COAT TO SPEC.  SINKBEDEK VOLG. SPES. SABS 763. 2.	8		ASSY. DR.G. NO. ADDED. SAMIEST. TEK-NO. BYSEVOEG. B.O.REF. TKVERW. TE/82/129
	M12 1,75-8¢			at .
	75		5	CEE-TMG-134 CEE-TMG-99 \$ 100
DIME	DIMENSIONS : MILLIMETRES	SY.		- TMG-
DRN.	B. v.d. WEST. GEN. TOLERANCES : LIN. ± 0,5	[	7	
TRCE	K. HUGHES DO REF. ENG. TK VERW. IR.	5	\ \ 	DRAWING NO.C.E.
CKD NGS.	CKD.R.A.MACMILLAW DATE, 80-02-13 G.A. WILLIAMS &	M 12		an and an
CHIEF	ELECTRICAL ENGINEER RIESE HOOFINGENIEUR	C		TX-23
SUID-	SUID - AFRIKAANSE VERVOERDIENSTE	5		

