

Transnet Freight Rail - RME, a division of

TRANSNET SOC LTD Registration Number 1990/000900/30 [hereinafter referred to as **Transnet**] REQUEST FOR QUOTATION [RFQ] No RME JAB 245/2014 VARIAUS SIGNALLING MATERIALS FOR THE SUPPLY OF: FOR DELIVERY TO: Cnr North Reef & Jet Park Roads Handsfontein GAUTENG 1406 SUE DATE: 07 October 2014 CLOSING DATE: **16 October 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:

CLOSING VENUE:

Hand Delivery/Courier Main Reception Area Transnet Freight Rail Corner of Jet Park and North Reef Roads, Elandsfontein 1406

1 Responses to RFQ

Responses to this RFQ [**Quotacions)** 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 Plack iconomic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Eupowerment 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:

 Proposals will be evaluated on price which will be allocated 90 points and preference which will be allocated 10 points, dependent on the value of the Goods.

- The 90/10 preference point system applies where acquisition of the Goods 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 [SANA6]; of
- (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 lovel 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 **10[ten] points** in accordance with the **90/10** 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 **1**.

N.B. Failure to submit a BBBEL 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: Phillip Serage
- Email: Phillip.serage@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 011 878 7045

Email Tlalane.Mokiba@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:

6 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and locar lays 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.

Frites 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 corrorn to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the **Jones** 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 sward 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	BREACH:

Furthermore, I/we accounted 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

cransnet 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
- 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 sys <mark>ta</mark> m)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant	0
contributor	X

14 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.

This RFQ is vand until

15 Banking Details

РАЧК:_____

RANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

16 Company Registration

Registration number of company / C.C.

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.

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	
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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 veturnable Documents at the Closing Date and time of this XFQ will 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 mandatory Returnable Documents by so indicating [Yes or No] in the table

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- 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	
 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- 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- SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods to TransnetSECTION 4 : Vendor Application Form- Original cancelled cheque or bank verification of banking details- Certified copies of IDs of shareholder/directors/members [as applicable]- Certified copy of Certificate of Incorporation [CN29/CM9 name change]- Certified copy of share certificates [CK1/VK2 if C.C.]- Entity's letterhead
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 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 copy of Certificate of Incorporation [CM22/CM9 name change] - Certified copy of share certificates [CK1/GK2 if C.C.]
the Supply of Goods 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 copy of Certificate of Incorporation [CM23/CM9 name change] Certified copy of share certificates [CK1/CK2 if C.C.]
 Original cancelled cheque or bank verification of banking details Certified copies of IDs of shareholder/directors/members [as applicable] Certified copy of Certificate of Incorporation [CM22/CM9 name change] Certified copy of share certificates [CK1/CK2 if C.C.]
 Certified copies of IDs of shareholder/directors/members [as applicable] Certified copy of Certificate of Incorporation [CM20/CM9 name change] Certified copy of share certificates [CK1/CK2 if C.C.]
applicable] - Certified copy of Certificate of Incorporation [CM20/CM9 name change] - Certified copy of share certificates [CK1/CK2 if C.C.]
change] - Certified copy of share certificates [CK1/CK2 if C.C.]
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- 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

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 is, 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 remeay 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 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	Evaluator U32 A2350	EA	2		
2	Interface Board Plates: Interface Board Plates + Connecting Cables for AZ380U	EA	4		
	Rack				
3	QBBA 50 Volt	EA	3		
4	Hief Card	EA	2		
5	ZP 43 Unit: 43 Unit + Shoes + 5m Cabe + Head Cover Set	EA	5		
6	20 Way Terminal Block (Male to Female)	EA	160		
7	24 Volt DC Pewer Supply ML ERB	EA	20		
8	ML Transmitter "F"	EA	2		
9	ML Receiver "F"	EA	2		
10	NL Nuck Coupling Unit "F" AC	EA	4		
11	ML Transmitter "G"	EA	2		
12	ML Receiver "G"	EA	2		
13	ML Track Coupling Unit "G" AC	EA	4		
14	ML Jointed Frame 1TX /1RX	EA	2		
15	2 Core x 6mm Cable: 2 Core x 6mm Underground	EA			
	Cable (Transnet Specs) Armoured Underground Annealed Copper Conductors				
	PVC Insulated, Armoured		1		

	600 / 1000 Volt				
	500m Drums.				
	Spec.				
	CSE-1164-001				
	Category X47				
	Issue 3 March 1997				
16	Gazebo (See Long Text)	EA			
10	Heavy Duty Gazebo				
	Waterproof		2		
	3m x 3m				
	(Alluminium Frame + Bag)				
onta	ct person: Thabo Molapo: Pro	ject Mana		1 3141	
onta					
De	elivery Lead-Time from [days	n date s/weeks <u>j</u>	Jer I	purchase	order:
				purchase	order:
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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 Ingal 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) [**trder** 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 procedence.

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 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 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 and Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified deliver/ 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 avoice(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 expanses [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 fransiet 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 Transpeterrequirements and any specifications stipulated in the Order. Should nether option be possible, the Supplier/Service Provider may remove, with Transpet's prior written consent, such Goods/Services and will pay to Transpet a sum equivalent to the purchase price. If Transpet 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 material isched 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 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 ONDER

- 8.1 Transnet may concel an Order in whole or in part at any time upon at least 7 [reveal 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 covary with Transnet's health and safety, security and system security reles 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 supply 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.

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 it. Obligations under an Order without Transnet's prior written content, which consent shall not be unreasonably withheld or delayed.

13 NOTICES

Notices under these Terms thall 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 half be governed by and interpreted in accordance with South African tay ind 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 remedes 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	of this	day	of
	20	-	
SIGNATURE OF	RESPONDENT'S AUTORISED REPRESENTATIVE		
NAME:	X		
DESIGNATION:			
REGISTERED N	IAME OF COMPANY:		
PHYSICAL 1D	RESS:		
$\mathbf{Q}^{\mathbf{v}}$			

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 ANNONYMOUS : 0800 003 056

patient

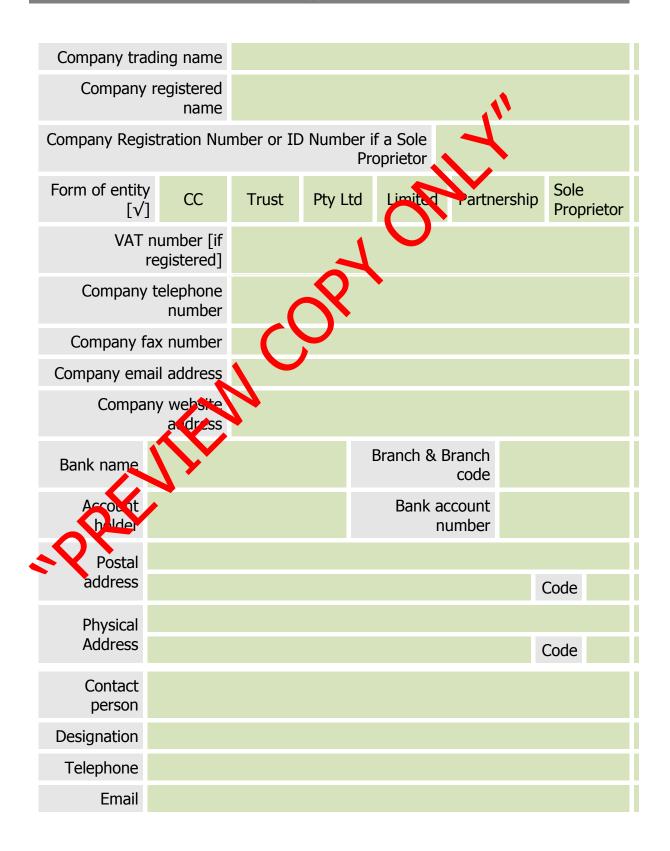
Section 4 VENDOR APPLICATION FORM

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**]
- Certified copy of Identity Document(s) of Shareholders/Directors/Members
 [where applicable]
- 3. **Certified** copy of Certificate of Incorporation, C129 / CM9 [name change]
- 4. **Certified** copy of Share Certificates [Ch1/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 colic Company Registration Certificate [if applicable]
- 9. A signed letter from your auditor or accountant confirming most recent annual turnover figures



Vendor Application Form



Annual	turnover ra finan	nge [last cial year]	< R5 m		R5 - 35	m	> R35	m
Does yo	ur company	y provide	Products		Servic	es	Во	th
	Area of	f delivery	National		Provinc	ial	Loc	al
Is yo	ur compan	y a public	or private er	tity	Pub	lic	Priva	ite
Does your co	mpany have	e a Tax Di	rective or IR Certific		Y	es	1	No
	Maiı	•	or services [nery/Consulti	•				
Complete B-BBI	EE Ownersl	hip Details	:		\mathcal{A}			
% Black ownership			k women wnership	C	%		led Black wnership	
Does	Does your company have a B-PBEE Yes No							
What is your	B-BBEE sta	tus [Level	1 to 9 / Unk	now	n]			
How man	iy personne		firm nploy Pern	nane	nt	Part	: time	
If you are an e.	xisting Ven	or with T	ransnet plea	se ca	omplete ti	he foll	lowing:	
Transnet cont	act person							
Lonta	number							
nansozo	Operating Division							
-X.								

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

Name	Designation	
Signature	Date	