



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: TFG CON 028/2013

FOR THE SUPPLY OF: GENERAL HARDWARE ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF TWENTY FOUR (24) MONTHS

FOR DELIVERY TO: RICHARDS BAY REGION

ISSUE DATE: 09TH OF SEPTEMBER 2013 – 23RD OF SEPTEMBER 2013

CLOSING DATE: 27TH OF SEPTEMBER 2013

CLOSING TIME: 12:00

"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: Tender box
CLOSING VENUE: Transnet Freight Rail RME, Main Reception, Old Naval base, Commodores Close, Meerensee, Richards Bay, 3901

1 Responses to RFQ

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

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

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

2.1 B-BBEE Scorecard and Rating

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

- 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 80/20 preference point system applies where the acquisition of the Goods will be less than R1 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:

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

- Rating level based on all seven elements of the B-BBEE scorecard
- b) Qualifying Small Enterprises – QSE [i.e. annual turnover between R5 million and R35 million]:**
 - Rating based on any four of the elements of the B-BBEE scorecard
- c) Exempted Micro Enterprises – EME [i.e. annual turnover less than R5 million]:**

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

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

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

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

Transnet will accordingly allocate a maximum of **10 [ten] points** to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure A- B-BBEE Preference Points Claim Form** for further details].

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

[Refer clause 10 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: Yogeshnie Gengan
Email: TCPtendersRichardsBay@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 035 905 3812
Email TCPtendersRichardsBay@transnet.net

4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation.

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 for twelve months, excluding VAT. Price will be fixed for twelve (12) months from date of award, thereafter adjustment will apply for the second year.

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 Binding Offer

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

12 Disclaimers

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

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

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to

breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 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 Ltd reserve 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 Respondent’s Samples

Respondent are not required to submit a sample(s) of the goods / products / material quoted for.

14 Evaluation Criteria

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

- **Administrative responsiveness** - Completeness of response and returnable documents
- **Substantive responsiveness** – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
- **Weighted reevaluation based on 90/10 preference point system as indicated in paragraph 2:**
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical
 - B-BBEE status of company

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8

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.

4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

15 Validity Period

Transnet desires a validity period of 90 [ninety] 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.

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	

- 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 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 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 [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if C.C.]	
- Entity's letterhead	
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	
ANNEXURE A – B-BBEE Preference Points Claim Form	
ANNEXURE B – Price Adjustment for Inflation	

Section 2
QUOTATION FORM

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

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

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

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

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

Material No	Description of Goods /Services	Unit of Measure	Unit Price (ZAR)	Lead time
30001806	ADHESIVE; TYPE POLYSTYRENE, COLOR YELLOW, BASE MATERIAL LIQUID, PACKAGE TYPE CONTAINER 1 L; P/N: UNKNOWN GENKEM; 1L	EA		
30001807	ADHESIVE; TYPE POLYSTYRENE, COLOR YELLOW, BASE MATERIAL LIQUID, PACKAGE TYPE CONTAINER 5 L; P/N: UNKNOWN GENKEM; 5L	EA		
TBA	ALUMINIUM DOOR STOP, TYPE UNION	PR		
30003630	ANCHOR, SCREW; TYPE HILTI, DIAMETER 8 MM, LENGTH 100 MM, MATERIAL NYLON, HOLE SIZE 8 MM; BOX OF 100	EA		
30003631	ANCHOR, SCREW; TYPE HILTI, DIAMETER 8 MM, LENGTH 120 MM, MATERIAL NYLON, HOLE SIZE 8 MM; BOX OF 100	EA		
30003100	ANCHOR, SCREW; TYPE NAIL IN, DIAMETER 6 MM, LENGTH 42 MM, MATERIAL NYLON, HOLE SIZE 6 MM, P/N: UNKNOWN UPAT BOX 100	EA		
30003115	ANCHOR, SCREW; TYPE NAIL IN, LENGTH 55 MM, HOLE SIZE M6	EA		
30003097	ANCHOR, SCREW; TYPE SELF TAPPING, LENGTH 36 MM, MATERIAL NYLON, HOLE SIZE 5 MM; P/N: UNKNOWN UPAT;	EA		

Respondent's Signature

Date & Company Stamp

Material No	Description of Goods /Services	Unit of Measure	Unit Price (ZAR)	Lead time
30003101	ANCHOR, SCREW; TYPE SELF TAPPING, LENGTH 75 MM, MATERIAL NYLON, HOLE SIZE 8 MM; P/N: UNKNOWN UPAT;	EA		
TBA	BARREL PUMP FOR FUEL	EA		
TBA	BLOCK BRUSH (WHITE FIBRE WHITEWASH)	EA		
20000182	BOTTLE, WATER; MATERIAL PLASTIC, CAPACITY 20 L; WITH TAP	EA		
TBA	BOTTLE, WATER; MATERIAL PLASTIC, CAPACITY 20 L; WITHOUT TAP	EA		
TBA	BRICK BOLSTER, 230X100MM	EA		
30003145	BRICKFORCE; TYPE REINFORCING, WIRE DIAMETER 2.8 MM, WIDTH 230 MM, LENGTH 20 M, MATERIAL STEEL, SURFACE TREATMENT GALVANIZED	EA		
30003580	BRICKFORCE; TYPE REINFORCING, WIRE DIAMETER 2.8, WIDTH 150 MM, LENGTH 20 M, MATERIAL STEEL, SURFACE TREATMENT GALVANIZED	EA		
30001820	BRUSH, PAINT; TYPE VARIOUS, BRUSH SIZE DESIGNATION WD 100 MM, BRISTLE MATERIAL HAIR; P/N: UNKNOWN HAMILTON PERFECTION	EA		
30001808	BRUSH, PAINT; TYPE VARIOUS, BRUSH SIZE DESIGNATION WD 150 MM, BRISTLE MATERIAL HAIR; P/N: UNKNOWN HAMILTON PERFECTION	EA		
30001786	BRUSH, PAINT; TYPE VARIOUS, BRUSH SIZE DESIGNATION WD 25 MM; P/N: UNKNOWN HAMILTON PERFECTION	EA		
30001756	BRUSH, PAINT; TYPE VARIOUS, BRUSH SIZE DESIGNATION WD 50 MM, BRISTLE MATERIAL HAIR; P/N: UNKNOWN HAMILTON	EA		
30001819	BRUSH, PAINT; TYPE VARIOUS, BRUSH SIZE DESIGNATION WD 75 MM, BRISTLE MATERIAL HAIR; P/N: UNKNOWN HAMILTON PERFECTION	EA		
30001787	BRUSH, WIRE TYPE BRIZING TRIM LENGTH STANDARD DIMENSIONS LG 209 MM MATERIAL FINE WIRE 0.3 MM HANDLE PLASTIC P/N: F4301 ACADEMY BRUSHWARE (PTY) LTD	EA		
20000023	BRUSH, WIRE TYPE HAND HELD MATERIAL STEEL WITH H/DUTY BRISTLES & HANDLE	EA		
30003102	BUCKET; TYPE BUILDERS, CAPACITY 10 L, MATERIAL POLYVINYL CHLORIDE, COLOR BLACK	EA		
TBA	BUTT HINGE, BRASS, 102MM (SET OF 2)	PR		
TBA	BUTT HINGE, BRASS, 76MM (SET OF 2)	PR		
30001814	CALKING GUN; TYPE SILICONE, SPECIAL FEATURES RATCHET ACTION HANDLE; P/N: MTS2135 MTS; 310ML; RATCHET ACTION HANDLE	EA		
30000613	CAN, UTILITY; TYPE JERRY, MATERIAL STEEL, CAPACITY 20 L	EA		
TBA	CHALK LINE REFILL, RED	EA		

Material No	Description of Goods / Services	Unit of Measure	Unit Price (ZAR)	Lead time
30001830	CHALK TYPE FRENCH COLOR BLUE PACKAGE QUANTITY 150 G MNF: ROLFES	EA		
30001432	CHALK; TYPE BLACK BOARD, COLOR WHITE, PACKAGE TYPE BOX, PACKAGE QUANTITY 100; DIMENSIONS DIA 10 X LG 100 MM	BOX		
20000410	CHALK; TYPE DUSTLESS, COLOR RED, PACKAGE TYPE BOX, PACKAGE QUANTITY 100; P/N: 37-851 UNKNOWN; DIMENSIONS DIA (9 TO 10.5) X LG 75 MM	BOX		
30001830	CHALK; TYPE FRENCH, COLOR BLUE, PACKAGE QUANTITY 150 G; MNF: ROLFES	EA		
30000611	CHALK; TYPE INDUSTRIAL, COLOR YELLOW; HI- MARK	EA		
30001867	CRAYON, MARKING ASSORTMENT; TYPE LUMBER, COLOR VARIOUS, DIMENSIONS LG 110 MM	EA		
TBA	DANGER FENCE; MATERIAL PVC PLASTIC; GRADE 100MG PM2; MESH SIZE 65 X 35MM; WEIGHT 5KG; ROLL SIZE 1MT WIDTH X 50MTR LENGTH	EA		
30003581	FLOAT, MORTAR; BLADE MATERIAL WOODEN HANDLE MATERIAL WOODEN, TYPE CONCRETE, BLADE LENGTH 280 MM, BLADE WIDTH 100 MM	EA		
30001784	HANDLE; TYPE PAINT ROLLER, DIMENSIONS 100 MM, MATERIAL STEEL; P/N: F6002 ACADEMY BRUSHWARE (PTY) LTD	EA		
30001775	HANDLE; TYPE PAINT ROLLER, DIMENSIONS 160 MM, MATERIAL STEEL; P/N: F6003 ACADEMY BRUSHWARE (PTY) LTD	EA		
30001785	HANDLE; TYPE PAINT ROLLER, DIMENSIONS 225 MM, MATERIAL STEEL; P/N: F6004 ACADEMY BRUSHWARE (PTY) LTD	EA		
30001776	HANDLE; TYPE PAINT ROLLER, DIMENSIONS 50 MM, MATERIAL STEEL; P/N: F6001 ACADEMY BRUSHWARE (PTY) LTD	EA		
30000636	HINGE; TYPE ANCHOR ATTACHMENT	EA		
30001724	KNIFE; PUTTY; TYPE FLEXIBLE, DIMENSIONS WD 32 X LG 100 MM, MATERIAL STEEL; P/N: VIC3250 VICKERS; NO 58	EA		
30001794	LEVEL; TYPE AND PLUMB SPIRIT, MATERIAL STEEL, DIMENSIONS 1 M; MNF: STABILA; MNF NO: STB1060	EA		
30001795	LEVEL; TYPE AND PLUMB SPIRIT, MATERIAL STEEL, DIMENSIONS 1.2 M; MNF: STABILA; MNF NO: STB1070	EA		
30002031	LINE; TYPE BUILDERS, LENGTH 180 M, DIAMETER 1 MM; P/N: HEAVY DUTY RACO; 90 LBS	EA		
30003106	LOCK SET, MORTISE; TYPE 3 LEVER, DOOR, DIMENSIONS WD 76 X LG 100 MM, LOCK MATERIAL STEEL, SPECIAL FEATURES COMPLETE WITH FURNITURE AND 2 KEYS	EA		
30003107	LOCK SET, MORTISE; TYPE TWO LEVER, DIMENSIONS WD 76 X LG 100 MM, LOCK MATERIAL STEEL; WITH TWO KEYS, COMPLETE WITH FURNITURE, REVERSIBLE	EA		

Material No	Description of Goods /Services	Unit of Measure	Unit Price (ZAR)	Lead time
M0077186	LOCK SET, RIM; TYPE NIGHT LATCH, DIMENSIONS WD 67 X LG 92 MM, MATERIAL BRASS; P/N: 1022 SE UNION, P/N: 7305 VIRO, P/N: ART 301 SOLID; P/N: UNKNOWN MAX ARCUS & SON (PTY) LTD (CAPE TOW; ; EQUIPMENT USED ON EXTERIOR DOOR, CYLINDER WITH FURNITURE AND 2 KEYS,CASE & STRIKER BOX ZINC ALLOY COATED,ROSE , REVERSIBLE,FIVE PIN TUMBLER	EA		
30003566	LOCK, MORTISE; TYPE 4 LEVER, DIMENSIONS 100 X 75 MM, LOCK MATERIAL STEEL, PACKAGE TYPE BOX; P/N: UNKNOWN UNION; COMPLETE WITH FURNITURE	EA		
30001741	MARKER, CHALK LINE; LINE MATERIAL FIBRE, REEL MATERIAL DIE CAST METAL, SPECIAL FEATURES LG 30; P/N: STA 2605 STANLEY; REF NUMBER: 47-099	EA		
30001829	MARKER, CHALK LINE; LINE MATERIAL FIBRE, REEL MATERIAL PLASTIC, SPECIAL FEATURES LG 30; P/N: 47-100 STANLEY; CHALK-O-MATIC	EA		
TBA	MEASURING TAPE, TYPE STANLEY POWER LOCK, 8M	EA		
30003573	NAIL; TYPE CLOUT, SHANK SIZE 1.60 MM, HEAD STYLE ROUND, LENGTH 25 MM, MATERIAL STEEL, FINISH GALVANIZED	KG		
30003574	NAIL; TYPE CLOUT, SHANK SIZE 2.00 MM, HEAD STYLE ROUND, LENGTH 32 MM, MATERIAL STEEL, FINISH GALVANIZED; P/N: UNKNOWN HENDOK (PTY) LTD	KG		
30003572	NAIL; TYPE CLOUT, SHANK SIZE 2.50 MM, HEAD STYLE ROUND, LENGTH 30 MM, MATERIAL STEEL, FINISH GALVANIZED	KG		
30003583	NAIL; TYPE CLOUT, SHANK SIZE 2.8 MM, HEAD STYLE ROUND, LENGTH 63 MM, MATERIAL STEEL, FINISH GALVANIZED	KG		
30003563	NAIL; TYPE CLOUT, SHANK SIZE 3.15 MM, HEAD STYLE ROUND, LENGTH 40 MM, MATERIAL STEEL, FINISH GALVANIZED; P/N: UNKNOWN HENDOK (PTY) LTD	KG		
30003518	NAIL; TYPE FLUTE COUNTERSINK, SIZE DESIGNATION 40 x 2.8 MM, SHANK SIZE 2.8 MM, HEAD STYLE ROUND, LENGTH 40 MM, MATERIAL STEEL	KG		
30003575	NAIL; TYPE PIN PANEL, SHANK SIZE 1.4 MM, LENGTH 25 MM, MATERIAL STEEL; P/N: UNKNOWN HENDOK (PTY) LTD	KG		
30003600	NAIL; TYPE PIN PANEL, SHANK SIZE 2 MM, LENGTH 32 MM, MATERIAL STEEL, FINISH STANDARD	KG		
30001301	NAIL; TYPE PIN PANEL, SHANK SIZE 2.5 MM, LENGTH 50 MM, MATERIAL STEEL, FINISH STANDARD	KG		
TBA	NAIL; TYPE PIN PANEL, SIZE DESIGNATION 40 MM, SHANK SIZE 2 MM, LENGTH 40 MM, MATERIAL STEEL; P/N: UNKNOWN HENDOK (PTY) LTD, P/N: UNKNOWN FASTWORLD;	KG		
30003602	NAIL; TYPE STEEL CUT, SHANK SIZE 2.5 MM, LENGTH 50 MM, MATERIAL STEEL, FINISH STANDARD, SPECIAL FEATURES TAPERED	KG		

Material No	Description of Goods /Services	Unit of Measure	Unit Price (ZAR)	Lead time
30002041	NAIL; TYPE TUSKER, SIZE DESIGNATION 40 x 2.8 MM, SHANK SIZE 2.8 MM, LENGTH 40 MM, MATERIAL STEEL	KG		
30002594	NAIL; TYPE WIRE, SHANK SIZE 1.6 MM, LENGTH 25 MM, MATERIAL STEEL; HEAD STYLE;ROUND	KG		
20001070	NAIL; TYPE WIRE, SHANK SIZE 15 MM, HEAD STYLE ROUND, LENGTH 100 MM, MATERIAL STEEL; P/N: UNKNOWN HENDOK (PTY) LTD	KG		
30003561	NAIL; TYPE WIRE, SHANK SIZE 15 MM, HEAD STYLE ROUND, LENGTH 150 MM, MATERIAL STEEL; P/N: UNKNOWN HENDOK (PTY) LTD	KG		
20001080	NAIL; TYPE WIRE, SHANK SIZE 2 MM, HEAD STYLE ROUND, LENGTH 32 MM, MATERIAL STEEL	KG		
30003584	NAIL; TYPE WIRE, SHANK SIZE 2.8 MM, HEAD STYLE ROUND, LENGTH 63 MM, MATERIAL STEEL, FINISH STANDARD	KG		
TBA	NAIL; TYPE WIRE, SIZE DESIGNATION 40 X 2 MM, SHANK SIZE 2 MM, HEAD STYLE ROUND, LENGTH 40 MM, MATERIAL STEEL; SPECIFICATION: SABS 820/LATEST TABLE 3 UNKNOWN, 1 1/2"	KG		
TBA	NAIL; TYPE WIRE, SIZE DESIGNATION 50 X 2.5 MM, SHANK SIZE 2.5 MM, LENGTH 50 MM, MATERIAL STEEL; SPECIFICATION: SABS 820/LATEST TABLE 3 UNKNOWN	KG		
TBA	NAIL; TYPE WIRE, SIZE DESIGNATION 75 X 3.55 MM, SHANK SIZE 3.55 MM, HEAD STYLE ROUND, LENGTH 75 MM, MATERIAL STEEL; SPECIFICATION: SABS 820/LATEST TABLE 3 UNKNOWN	KG		
30000619	PADLOCK; DIMENSIONS 38 MM	EA		
30001853	PADLOCK; TYPE VIRO, DIMENSIONS 40 MM, BODY MATERIAL BRASS; P/N: UNKNOWN VIRO	EA		
30001848	PADLOCK; TYPE VIRO, DIMENSIONS 60 MM, BODY MATERIAL BRASS; P/N: UNKNOWN VIRO	EA		
30001827	PENCIL; TYPE CARPENTER FLAT DIMENSIONS STANDARD COLOR BODY BLACK/RED PACKAGE TYPE BOX 12 P/N: STD0010 STEADLER	EA		
30002504	PENETRATING OIL; TYPE Q20, PACKAGE TYPE AEROSOL CAN 260 ML, SPECIAL FEATURES MULTI PURPOSE, COLOR CLEAR	EA		
TBA	PLAIN HAND RUBBING BRICK, 200X50X50, FINE			
TBA	PLAIN HAND RUBBING BRICK, 200X50X50, MEDIUM			
30002020	PUTTY; TYPE ALL PURPOSE, CONTAINER CAPACITY 500 G, COLOR BROWN, MATERIAL EASIGLAZE, APPLICATION WINDOWS, TOILET SEATS, THREAD PLASTIC PIPES; POWERFIX	EA		
30001772	ROLLER, PAINT; TYPE REFILL, MATERIAL MOHAIR, WIDTH 100 MM; P/N: F5229 ACADEMY BRUSHWARE (PTY) LTD	EA		
30001773	ROLLER, PAINT; TYPE REFILL, MATERIAL MOHAIR, WIDTH 160 MM; P/N: F5309 ACADEMY BRUSHWARE (PTY) LTD	EA		

Material No	Description of Goods /Services	Unit of Measure	Unit Price (ZAR)	Lead time
30001774	ROLLER, PAINT; TYPE REFILL, MATERIAL MOHAIR, WIDTH 225 MM; P/N: F5516 ACADEMY BRUSHWARE (PTY) LTD	EA		
30001771	ROLLER, PAINT; TYPE REFILL, MATERIAL MOHAIR, WIDTH 50 MM; P/N: F5815 ACADEMY BRUSHWARE (PTY) LTD	EA		
30001769	ROLLER, PAINT; TYPE REFILL, MATERIAL SHEEPSKIN, WIDTH 100 MM, SPECIAL FEATURES WOODEN CORE; P/N: F5206 ACADEMY BRUSHWARE (PTY) LTD	EA		
30001762	ROLLER, PAINT; TYPE REFILL, MATERIAL SHEEPSKIN, WIDTH 160 MM, SPECIAL FEATURES WOODEN CORE; P/N: F5306 ACADEMY BRUSHWARE (PTY) LTD	EA		
30001770	ROLLER, PAINT; TYPE REFILL, MATERIAL SHEEPSKIN, WIDTH 225 MM, SPECIAL FEATURES WOODEN CORE; P/N: F5506 ACADEMY BRUSHWARE (PTY) LTD	EA		
30001768	ROLLER, PAINT; TYPE REFILL, MATERIAL SHEEPSKIN, WIDTH 50 MM, SPECIAL FEATURES WOODEN CORE; P/N: F5802 ACADEMY BRUSHWARE (PTY) LTD	EA		
30001815	ROPE; DIAMETER 10 MM, MATERIAL NYLON, LENGTH 30 M, STRENGTH STANDARD	ROLL		
30001816	ROPE; DIAMETER 20 MM, MATERIAL NYLON, LENGTH 30 M, STRENGTH STANDARD	ROLL		
30001826	ROPE; TYPE CHALK LINE, MATERIAL FIBER, LENGTH 30 M, STRENGTH HEAVY DUTY; P/N: 47-101 STANLEY, FOR CHALK-O-MATIC	EA		
30001796	SCRAPER, PAINTING; TYPE FLEXIBLE, DIMENSIONS WD 100 MM, MATERIAL STEEL; P/N: VIC3310 VICKERS	EA		
20001197	SCRAPER, PAINTING; TYPE FLEXIBLE, DIMENSIONS WD 50 MM, MATERIAL STEEL	EA		
30001818	SCRAPER, PAINTING; TYPE FLEXIBLE, DIMENSIONS WD 75 MM, MATERIAL STEEL; P/N: VIC3300 VICKERS; NO 59	EA		
30003570	SHEET, NONMETALLIC; THICKNESS 100 MKM, MATERIAL PLASTIC, WIDTH 2 M, LENGTH 30 M, COLOR BLACK	EA		
30003569	SHEET, NONMETALLIC; TYPE ROOF UNDERLAY, THICKNESS 250 MKM, MATERIAL PLASTIC, WIDTH 1.5 M, LENGTH 30 M, COLOR WHITE, APPLICATION UNDER TILE INSULATION	EA		
30003142	SHEET, NONMETALLIC; TYPE UNDER SURFACE BED, THICKNESS 250 MKM, MATERIAL PLASTIC, WIDTH 3 M, LENGTH 30 M, COLOR GREEN	EA		
30001821	SILICONE COMPOUND; TYPE SEALANT, CONTAINER CAPACITY 280 ML, COLOR WHITE, FORM PASTE, CONTAINER TYPE CARTRIDGE; P/N: UNKNOWN BOSTIC, WHITE	EA		
300003567	SQUARE, TRY; TYPE BUILDERS, DIMENSIONS 300 X 200 MM, MATERIAL TOOL STEEL, SPECIAL FEATURES HARDENEN BASE; REVERSE READING SCALE AND CRISPLY EMBOSSED GRADUATIONS FOR EASY READING	EA		

Material No	Description of Goods /Services	Unit of Measure	Unit Price (ZAR)	Lead time
30003568	SQUARE, TRY; TYPE BUILDERS, DIMENSIONS 600 X 400 MM, MATERIAL TOOL STEEL, SPECIAL FEATURES HARDENED BLADE; REVERSE READING SCALE AND CRISPLY EMBOSSED GRADUATIONS FOR EASY READING	EA		
TBA	STAINLESS STEEL TWO BALL BEARING BUTT HINGE 102X75X3MM, TYPE DORMA (SET OF 2)	PR		
30003104	TAPE, MASKING; WIDTH 20 MM	EA		
30001844	TAPE, MASKING; WIDTH 25 MM	EA		
30001843	TAPE, MASKING; WIDTH 48 MM	EA		
20000044	TAPE, MEASURING; LENGTH 5 M	EA		
30001758	TAPE, MEASURING; TYPE REEL, LENGTH 3 M, WIDTH 13 MM, SPECIAL FEATURES MARKED IN METERS, MILLIMETERS AND CENTIMETERS, MATERIAL STEEL; P/N: 33-218 STANLEY; POWERLOCK; CLOSED CASE STEEL CASE	EA		
30001759	TAPE, MEASURING; TYPE REEL, LENGTH 30 M, WIDTH 10 MM, SPECIAL FEATURES MARKED IN METERS, MILLIMETERS AND CENTIMETERS, MATERIAL STEEL; P/N: 34-108 STANLEY; CLOSED CASE STEEL TAPE	EA		
TBA	TAPE, SAFETY BARRIER; DESIGNATION DANGER, RESTRICTED AREA, COLOR RED/WHITE, WIDTH 50 MM, MATERIAL PLASTIC	EA		
20001072	TAPE, SAFETY BARRIER; DESIGNATION POLYETHYLENE NET, COLOR YELLOW/ORANGE, WIDTH 1 M, MATERIAL KNITTED HIGH DENSITY, LENGTH 50 M; HIGH DEFINITION COLORS	EA		
30001788	TRAY, PAINT ROLLER; TYPE LOW, TRAY MATERIAL POLYPROPYLENE, DIMENSIONS WD 225 MM; P/N: F6102 ACADEMY BRUSHWARE (PTY) LTD	EA		
30001797	TROWEL; TYPE BRICK, COMMERCIAL SIZE 300 MM, MATERIAL STEEL, SPECIAL FEATURES WOOD HANDLE; P/N: VIC3530 VICKERS	EA		
30001798	TROWEL; TYPE GAUGING, COMMERCIAL SIZE LG 150 MM, MATERIAL STEEL, SPECIAL FEATURES WOODEN HANDLE; P/N: VIC 3730 VICKERS	EA		
30001799	TROWEL; TYPE NOTCHED, COMMERCIAL SIZE WD 120 X LG X 280 MM, MATERIAL STEEL, SPECIAL FEATURES NOTCH SIZE 6 MM; P/N: VIC4050 VICKERS	EA		
30001763	TROWEL; TYPE PLASTERING, COMMERCIAL SIZE WD 120 X LG 290 X THK 0.56 MM, MATERIAL STEEL; P/N: VIC5000 VICKERS; REFERENCE NO: 24 VICKERS, WOODEN HANDLE	EA		
30001800	TROWEL; TYPE POINTING, COMMERCIAL SIZE LG 150 MM, MATERIAL STEEL, SPECIAL FEATURES WOODEN HANDLE; P/N: VIC5080 VICKERS	EA		
30001801	TROWEL; TYPE POINTING, COMMERCIAL SIZE LG 200 MM, MATERIAL STEEL, SPECIAL FEATURES WOODEN HANDLE; P/N: VIC6000 VICKERS	EA		
30001873	WIRE, NONELECTRICAL; TYPE BINDING, WIRE SIZE 1.6 MM, MATERIAL STEEL; 50KG ROLL	EA		
30003145	WIRE, NONELECTRICAL; TYPE BRICKFORCE, WIRE SIZE 2.8 MM, LENGTH 20 M, MATERIAL STEEL; NON GALVANISED	EA		

Material No	Description of Goods /Services	Unit of Measure	Unit Price (ZAR)	Lead time
30003551	WIRE; TYPE BRICKFORCE, DIAMETER 2.80 MM, LENGTH 20 M, MATERIAL STEEL; GALVANIZED; WIDTH 75 MM	EA		

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- d) All items on the Pricing Schedule should be priced; if not it will result in a bid being disqualified.
- e) Tenderers are required to provide a fixed price for the current year from contract start date.
- f) Adjustment to the contract will be based on Annexure B Price Adjustment for Inflation. (Twelve months from contract start date).

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 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 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 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.

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

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, 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 itself 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.

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 winding 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 5, 6, 7, 8 and 12. 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.

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

SIGNED at _____ on this ____ day of _____ 20__

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

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS:

Respondent's contact person *[Please complete]*

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

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

Section 4
VENDOR APPLICATION FORM

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

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

Vendor Application Form

Company trading name						
Company registered name						
Company Registration Number or ID Number if a Sole Proprietor						
Form of entity [✓]	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						Code
Physical Address						

Respondent's Signature

Date & Company Stamp

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

Complete B-BBEE Ownership Details:

% Black ownership	% Black women ownership	% Disabled Black ownership
Does your company have a B-BBEE certificate	Yes	No
What is your B-BBEE status [Level 1 to 9 / Unknown]		
How many personnel does the firm 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	

**RFP FOR THE PROVISION OF
GENERAL HARDWARE ON AN "AS AND WHEN" REQUIRED BASIS
FOR A PERIOD OF TWENTY FOUR (24) MONTHS**

ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 "all applicable taxes" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "B-BBEE status of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "Bid" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

4.2

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Note: Refer to Section 1 of the RFP document for further information in terms of B-BBEE ratings.

- 4.3 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.4 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.7 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.8 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.9 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

5. B-BBEE STATUS AND SUBCONTRACTING

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE Status Level of Contributor _____ = _____ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the Close Corporation Act.

5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?%
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

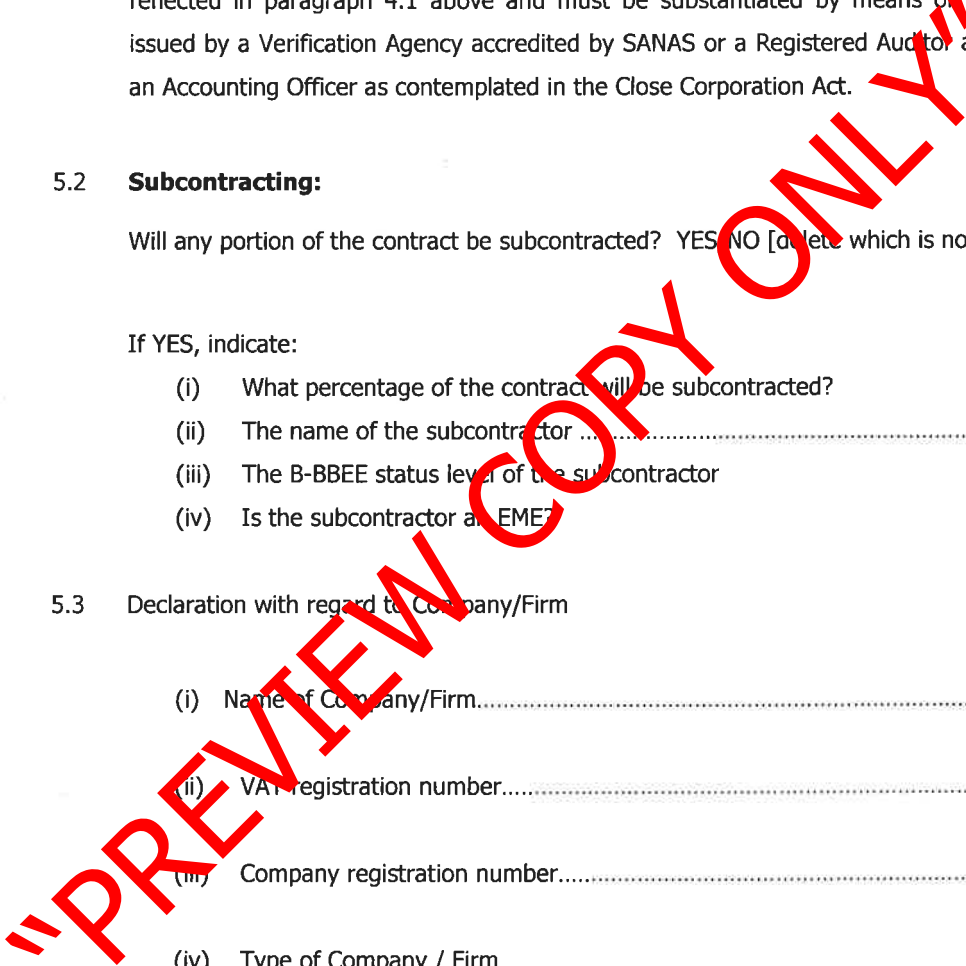
5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....

- (iv) Type of Company / Firm
 - Partnership/Joint Venture/Consortium
 - One person business/sole propriety
 - Close Corporations
 - Company (Pty) Ltd[TICK APPLICABLE BOX]

(v) Describe Principal Business Activities

.....
.....
.....
.....



(vi) Company Classification

Manufacturer

Supplier

Professional Service Provider

Other Service Providers, e.g Transporter, etc

[TICK APPLICABLE BOX]

(vii) Total number of years the company/firm has been in business.....

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BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

.....

SIGNATURE OF BIDDER

DATE:

.....

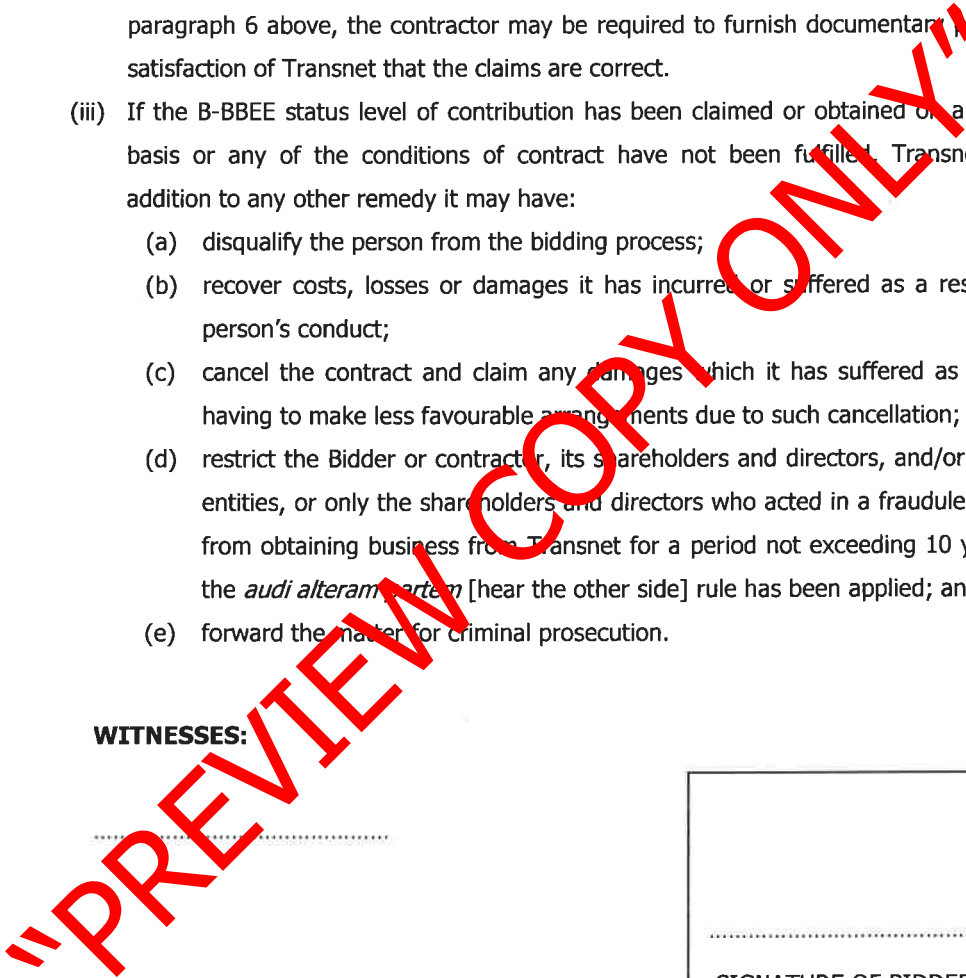
COMPANY NAME:

ADDRESS:.....

.....

.....

BIS REFERENCE NO: TPG CON 028/2013





Annexure B

PRICE ADJUSTMENT FOR INFLATION

entered into by and between

TRANSNET SOC LTD

Registration Number 1990/000900/30

and

Registration Number _____

RFQ Number: TPG CON 028/2013

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1. PRICE ADJUSTMENT FOR INFLATION



The proposed price adjustment indices are as follows.

Prices will be fixed for the duration of twelve (12) months from date of award of contract, thereafter adjusted as per below.

The proportions used to calculate the Price Adjustment Factor are:

Proportion Index prepared by: SEIFSA

linked to index for:

..... % "F" is the "Fuel Index" and shall be Table L1: SEIFSA index of road freight costs: Fuel as sourced from Department of Minerals and Energy.

.....% non-adjustable

.....% Actual % increase from Suppliers

1.00 Total sum equal to 1.00

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