

## **RFQ: CRAC/HO/8162**

### **DESCRIPTION**

**SUPPLY & DELIVERY OF RATION PACKS TO VARIOUS  
DEPOTS, CENTRAL GAUTENG REGION FOR TWO YEARS**

**ISSUE DATE : 24 JANUARY 2012**

**CLOSING DATE : 14 FEBRUARY 2012**

**CLOSING Time : 10H00**

**OPTION DATE : 31 MAY 2012**

**TENDER CLOSE: ALLOCATED AT THE CHAIRPERSON TRANSNET FREIGHT RAIL  
ACQUISITION COUNCIL, GROUND FLOOR, INYANDA HOUSE 1, 21  
WELLINGTON ROAD, PARKTOWN, JOHANNESBURG.**

**TENDER ENVELOPE TO BE MARKED AS FOLLOWS:  
RFQ NUMBER: CRAC/HO/8162: SUPPLY & DELIVERY OF RATION PACKS TO VARIOUS  
DEPOTS,  
CENTRAL GAUTENG REGION FOR TWO YEARS**

**Please note that late responses and those delivered or posted to the wrong address will be  
disqualified.**

**REQUEST FOR QUOTATION (“RFQ”)**

**RFQ NUMBER CRAC/HO/8162**

**SUPPLY & DELIVERY OF RATION PACKS TO VARIOUS DEPOTS,  
CENTRAL GAUTENG REGION FOR TWO YEARS**

**SCHEDULE OF DOCUMENTS**

- 1. Notice to Bidders**
- 2. Delivery Instructions**
- 3. Requisition for Quotation**
- 4. Instruction for Completion of RFQ**
- 5. Communication**
- 6. Scope of Work**
- 7. Broad-Based Black Economic Empowerment (BBBEE)**
- 8. Supplier Declaration Form**
- 9. Non-Disclosure Agreement**
- 10. General Tender Conditions (CSS5 – Goods)**
- 11. Standard Terms and Conditions of Contract (US7 - Goods)**
- 12. Suppliers Code of Conduct**

## **SECTION 1**

### **REQUEST FOR QUOTATION ("RFQ")**

**RFQ NUMBER CRAC/HO/8162**

#### **SUPPLY & DELIVERY OF RATION PACKS TO VARIOUS DEPOTS, CENTRAL GAUTENG REGION FOR TWO YEARS**

##### **1. NOTICE TO BIDDERS:**

Quotations are requested from interested Respondents to supply the above-mentioned service to TRANSNET FREIGHT RAIL.

On or after 24 January 2012 the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Tender Advice Centre, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown. During Office Hours 08H00 to 15H00.

**A non-refundable tender fee of R150.00 (Inclusive of VAT) is applicable per tender. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ: CRAC/HO/8162 and the Company Name. Receipt/s to be presented prior to collection of the tender/s**

##### **2. DELIVERY INSTRUCTIONS:**

- 1 If posted,** the envelope must be addressed to the Chairperson, TRANSNET Freight Rail Acquisition Council, P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Chairperson before the closing time of the RFQ. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 2 If delivered by hand,** the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Inyanda House 1, 21 Wellington road, Parktown, Johannesburg and should be addressed as follows:

<b>THE CHAIRPERSON TRANSNET FREIGHT RAIL ACQUISITION COUNCIL INYANDA HOUSE 1 21 WELLINGTON ROAD PARKTOWN JOHANNESBURG 2001</b>
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The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please

Ensure that response documents or files are not larger than the above dimensions. Responses which are

Too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate Envelopes.

It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

**3** If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Chairperson, TRANSNET Freight Rail Acquisition Council and a signature obtained from that Office.

1. **Please note that this RFQ closes punctually at 10:00 on Tuesday 14 February 2012**
2. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
3. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED
4. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
5. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
6. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
7. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

### 3. INSTRUCTIONS FOR COMPLETION OF THIS RFQ:

- Please ensure that all documents are read and understood
- Create 2 hardcopies of RFQ document
- Sign all two sets of documents, sign and date the bottom of each page. All two sets of documents to be submitted to the address specified above.
- The format and layout of this document is not to be altered at all. Any change to this layout and / or format will result in the offer being disqualified.

### 4. COMMUNICATIONS:

Suppliers are to direct all issues regarding commercial aspects to:

**Commercial administrator:**

Willem Maritz  
Tel: (011) 584-0598  
Fax: (011) 774-9826  
E-Mail: willem.maritz@transnet.net

**SIGNATURE OF TENDERER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### SECTION 3

#### 5. REQUISITION FOR QUOTATION:

<b>REQUISITION FOR QUOTATION</b>		<b>RFQ NUMBER: CRAC/HO/8162</b>	
<b>MESSRS:</b>		<b>SUPPLY CHAIN SERVICES</b> Contact: Willem Maritz Tel: 011 584 0598 Fax: 011 774 9826 E-mail willem.maritz@transnet.net	
<b>CONTACT PERSON</b>			
<b>Tel</b>			
<b>Fax</b>			
<b>Prices in South African currency, including all costs.</b>			
<b>ITEM NO:</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITIES</b>	<b>PRICE PER PACK</b>
1	Ration pack A	See Annexure "B"	
2	Ration pack B		
3	Ration pack C		
4	Ration pack D		
5	Ration pack E		
6	Ration pack F		
7.Prices must be V.A.T. exclusive			
8.Prices basis:			
9. Direct delivered to:	Various depots		
10.Contact person:	See Annexure "B"		

#### **SAMPLES:**

**Samples will be ask for if needed.**

- When a patented article is used as a sample or when the name of a manufacturer or a certain trade mark or brand is quoted, it shall only be to indicate the type or quality of the article required and not to limit competition to that article. Preference may be given to brand products oe equivalents.

#### **And**

- It is a requirement that the successful bidder be able to guarantee delivery in the area specified within 24 hours from receipt of any subsequent order.
  - Guaranteed delivery time: \_\_\_\_\_

**SIGNATURE OF TENDERER:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## 6. ANNEXURE "A"

### Specification

#### Specification

##### RATION PACKS (A)

##### BRAND NAMES

1. Bully Beef (190 gram tin)
2. Baked Beans ( 215 gram tin)
3. Fruit Cocktail (225 gram tin)
4. Fruit Juice (250 ml)
5. Biscuits (75 gram) With Filling In Between

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

##### RATION PACKS (B)

##### BRAND NAMES

1. Meat Balls (190 gram tin)
2. Sweet corn (215 gram tin)
3. Fruit Cocktail (225 gram tin)
4. Fruit Juice (250 ml)
5. Biscuits (75 gram) With Filling In Between

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

##### RATION PACKS (C )

##### BRAND NAMES

1. Viennas (190 gram tin)
2. Spaghetti (215 gram tin)
3. Fruit Cocktail (225 gram tin)
4. Fruit Juice (250 ml)
5. Biscuits (75 gram) With Filling In Between

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

##### RATION PACKS (D)

##### BRAND NAMES

1. Pilchards fish (155 gram tin)
2. Baked beans (215 gram tin)
3. Fruit Cocktail (225 gram tin)
4. Fruit Juice (250 ml)
5. Biscuits (75 gram) With Filling In Between

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

##### RATION PACKS (E)

##### BRAND NAMES

1. Spaghetti (215 gram tin)
2. Sweet corn (215 gram tin)
3. Fruit Cocktail (225 gram tin)
4. Fruit Juice (250 ml)
5. Biscuits (75 gram) With Filling In Between

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

**SIGNATURE OF TENDERER:**

**Date:**

# **RATION PACK (F) DIABETIC**

# **BRAND NAMES**

- |    |  |       |
|----|--|-------|
| 1. | Pilchards fish (155 gram tin)            | ..... |
| 2. | Baked beans (215 gram tin)               | ..... |
| 3. | Fruit Cocktail (225 gram tin)            | ..... |
| 4. | Fruit Juice (250 ml) "No sugar added"    | ..... |
| 5. | Sugar free choc chip biscuits (200 gram) | ..... |

## **12. ANNEXURE B**

The following particulars with regard to the estimated requirements are furnished to the Tenderer, for his information only:

DEPOT MONTH	DEILERY POINT QTY	CONTACT PERSON	PHONE	QTY PER
Sentrarand Springs Bethal Welgedagth	Senrarand Loco	Wendy Feni	(011) 960-2145	2000 Each
Leeuhof	Leeuhof Loco	Estelle Ferguson	(016) 420-6216	400 Each
Kroonstad	Kroonstad Loco	Hein Olivier	(056) 268-2158	150 Each
Klerksdorp	Klerksdorp Loco	Trysie Nieuwoudt	(018) 406-2546	20 Each
Krugersdorp Coligny Lichtenburg Mafekeng	Millsite Loco	Ronel Jonker	(011) 668-5004	500 Each
Kaserne Germiston	Kaserne Loco	Jason Greef	(011) 820-2167	1500 Each

**SIGNATURE OF TENDERER:**

**Date:**

#### **RAUD HOTLINE**

**Transnet strives to be fair, equitable and just in all its dealings with tenderers. As such we encourage all tenderers to report any practice, activity or information that they are aware of or become aware of which may result in any perception of or actual fraud being committed against or in the name of Transnet. The hotline details are:-**

Hotline telephone: 0800 003 056

**Email:** [transnet@tip-offs.com](mailto:transnet@tip-offs.com)

**Fax:** **0800 007 788**

All information received will be treated with the utmost confidentiality

#### **7. BROAD-BASED BLACK ECONOMIC EMPOWERMENT (“BBBEE”):**

TRANSNET fully endorses and supports the South African Government’s Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a “preference” in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R 30,000 will as far as possible be earmarked for EME’s.

TRANSNET consequently urges Respondents (Large enterprises and QSE’s – see below) to have themselves duly accredited by any one of the Accreditation Agencies approved by SANAS (South African National Accreditation System, under the auspices of the DTI).

**In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.**

**However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).**

**BBBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.**

Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
  - Rating level based on all 7 (seven) elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**



- Rating based on any 4 (four) of the elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
- Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
  - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
  - EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

**Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.**

*Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.*

**Turnover:** Indicate your company's most recent annual turnover:

R.....

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

**The DTI** has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

**DTI BBBEE UNIQUE PROFILE NUMBER:**

.....

Failure to submit your BBBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBBEE evaluation.

## 8. Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

**NB:**

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

### **IMPORTANT NOTES:**

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,

Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*

## Supplier Declaration 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 E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
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 Service Supplied (E.G.: Stationery/Consulting)							

BEE Ownership Details			
% Black Ownership		% Black women ownership	
Does your company have a BEE certificate		Yes	No
What is your broad based BEE status (Level 1 to 9 / Unknown)			
How many personnel does the firm employ		Permanent	Part time

Transnet Contact Person			
Contact number			
Transnet operating division			

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

**NB:** Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

## 2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(\* - Minimum requirements)

2.1	Indicate the business sector in which your company is involved/operating:		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

2.2	What is your company's annual turnover (excluding VAT)? *								
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3	Where are your operating/distribution centres situated *		

## 3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

(\* - Minimum requirements)

3.1	Did the firm previously operate under another name? *		
YES		NO	

3.2	If Yes state its previous name:*

Registered Name	
Trading Name	

**3.3 Who were its previous owners / partners / directors?\***

SURNAME & INITIALS	ID NUMBERS

**3.4 List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: \***

SURNAME & INITIALS	IDENTITY NUMBER	CITIZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

**3.5 List details of current directors, officers, chairman, secretary etc. of the firm: \***

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

**3.6 List details of firms personnel who have an ownership interest in another firm: \***

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

**4. VENDOR DETAIL**

(Please tick as applicable) (\* - Minimum requirements)

**4.1 How many personnel does the firm employ? \***

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

**4.1.1 In terms of above kindly provide numbers on women and disabled personnel? \***

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

<b>4.2</b>	<b>Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *</b>		
<b>SURNAME</b>	<b>INITIALS</b>	<b>DESIGNATION</b>	<b>TELEPHONE NO.</b>

<b>YES</b>		<b>NO</b>	
<b>4.2.2</b>	<b>Is your company a recipient of Enterprise Development Contributions?*</b>		

<b>YES</b>		<b>NO</b>	
<b>4.2.3</b>	<b>May the above mentioned information be shared and included in Transnet Supplier Database for future reference? *</b>		

<b>YES</b>		<b>NO</b>	
<b>4.2.4</b>	<b>If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *</b>		

<b>YES</b>		<b>NO</b>	
<b>4.2.5</b>	<b>If yes (above) kindly provide the following information:</b>		

	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>Permanent</b>						
<b>Part Time</b>						

<b>4.2.6</b>	<b>In terms of above kindly provide numbers on woman and disabled personnel:</b>					
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	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>Women</b>						
<b>Disabled</b>						

<b>4.2.7</b>	<b>Are any of your members/shareholders/directors ex employees of Transnet?</b>					
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<b>YES</b>		<b>NO</b>	
<b>4.2.8</b>	<b>Are any of your family members employees of Transnet?</b>		

<b>YES</b>		<b>NO</b>	
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<b>4.2.9</b>	<b>If Yes to points 4.2.7 &amp; 4.2.8, list details of employees/ex-employees</b>				
<b>SURNAME &amp; INITIALS</b>	<b>IDENTITY NUMBER</b>	<b>NAME &amp; ADDRESS OF OTHER FIRM</b>	<b>TITLE IN OTHER FIRM</b>	<b>% OWNED</b>	<b>TYPE OF BUSINESS OF OTHER FIRM</b>

## Internal Transnet Departmental Questionnaire (for office use only)

Section 1: To be completed by the Transnet Requesting / Sourcing Department											
TFR		TRE		TPT		TPL		TNPA		TRN	
Create		Amend		Block		Unblock		Once-Off / Emergency			
Extend		Delete		Undele							

Supplier's trading name											
Supplier's registered name											
Please indicate if the Supplier has a contract with sourcing Transnet OD								Yes		No	
If yes please submit a copy of the letter of award											

a) What is being procured from the supplier?				
i. Products only	Yes		No	
ii. Services only	Yes		No	
iii. Labour only	Yes		No	
iv. Mix of services and products	Yes		No	
v. Mix of services and labour	Yes		No	

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive / decision on tax withholding from payments to this supplier.

Yes		No	
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c) If your reply to (b) is <b>"NO"</b> , please furnish reasons :
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d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :
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**I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS IN ALL RESPECTS BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER**

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	

Tel No:		Fax	
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Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of BEE Status)														
NARROW BASED (NB)				BROADBASED (BBBEE)										
BEE O/S	BWBE	DPBE	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE						
Name				Grade		Date						Signature		
						Y	Y	Y	Y	M	M	D	D	
						Y	Y	Y	Y	M	M	D	D	

## **9. NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is made at ..... on the ..... day of  
..... 2012

### **BETWEEN:**

**Transnet Limited** ("Transnet") (Registration No. 1990/000900/06)

whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner  
Street, Johannesburg 2001, Gauteng, Republic of South Africa

and

Whose registered office is at

### **WHEREAS**

Transnet and the Company wish to exchange Information (as defined below) and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Proposal.



## IT IS HEREBY AGREED

### 1. Interpretation

In this Agreement:-

“**Agents**” means directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

“**Confidential Information**” means any information or other data relating to one party (the “Disclosing Party”) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Proposal to the other party (the “Receiving Party”) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:-

- (a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or
- (b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
- (c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

“**Group**” means any subsidiary, any holding company and any subsidiary of any holding company of either party;

“**Information**” means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium; and

“**Proposal**” means the aggregation of Transnet’s Request for Information (RFI) and Request for Proposal (RFP).

## 2. Confidential Information

- 2.1 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.
- 2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:
- (a) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
  - (b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 (ii) above, it shall promptly notify the Disclosing Party and co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights, over the Confidential Information whatsoever beyond those contained in this Agreement.

### **3. Records and return of Information**

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:
- (a) Return all written Confidential Information (including all copies); and
  - (b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Receiving Party or on its behalf (including by any person)

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (b) above.

- 3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (b) above.

### **4. Announcements**

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

### **5. Duration**

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Proposal and continue thereafter for a period of 5 (five) years.

### **6. Principal**

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Proposal and in complying with the terms of this Agreement.

## **7. Adequacy of damages**

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by it, either at law or in equity, for any such threatened or actual breach of this Agreement including specific performance, recovery of damages or otherwise.

## **8. Privacy and Data Protection**

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with this Proposal and shall procure that its personnel shall observe the provisions of such Act (as applicable) or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Proposal and against accidental loss or destruction of, or damage to such data held or processed by them.

## **9. General**

- 9.1 Neither party may assign the benefit of this Agreement or any interest hereunder except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorised representatives.

For and on behalf of <b>TRANSNET LIMITED</b> duly authorised thereto	For and on behalf of duly authorised thereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:

<b>AS WITNESS:</b> Name:	<b>AS WITNESS:</b> Name:
Signature:	Signature:
Date:	Date:

“PREVIEW COPY ONLY”

## **SECTION 10**

**REQUEST FOR QUOTATION (“RFQ”)**

**RFQ NUMBER CRAC/HO/8162**

**SUPPLY & DELIVERY OF RATION PACKS TO VARIOUS DEPOTS,  
CENTRAL GAUTENG REGION FOR TWO YEARS**

**GENERAL TENDER CONDITIONS OF CONTRACT (CSS5 – GOODS)**

**Refer Document attached hereto**

“PREVIEW COPY ONLY”

## **SECTION 11**

**REQUEST FOR QUOTATION ("RFQ")**

**RFQ NUMBER CRAC/HO/8162**

**SUPPLY & DELIVERY OF RATION PACKS TO VARIOUS DEPOTS,  
CENTRAL GAUTENG REGION FOR TWO YEARS**

**STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – GOODS)**

**Refer Document attached hereto**

## Suppliers Code of Conduct

“PREVIEW COPY ONLY”





## Suppliers Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This, however, must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support.

These are:

- >> Transnet Procurement Policy- A guide for tenderers;
- >> Section 217 of the Constitution- the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- >> The Public Finance Management Act (PFMA);
- >> The Broad Based Black Economic Empowerment Act (BBBEE); and
- >> The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

### Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

**Transnet will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.**

- >> Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.



- >> Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.

- >> There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

**Transnet is firmly committed to free and competitive enterprise.**

- >> Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- >> Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

**Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.**

- >> Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.





These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.

>> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.

>> Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

### Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

- >> Doing business with family members.
- >> Having a financial interest in another company in our industry.



Show that you support good business practice by logging onto [www.transnet-suppliers.net](http://www.transnet-suppliers.net) and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

**TIP-OFFS ANONYMOUS HOTLINE**  
**0800 003 056**

Tel No: \_\_\_\_\_ Fax No: \_\_\_\_\_

“PREVIEW COPY ONLY”