



TRANSNET LIMITED  
(REGISTRATION NO. 1990/000900/06)

## REQUEST FOR PROPOSAL (RFP)

RFP NUMBER 190/2/119/2008

FOR THE PURCHASE, CUTTING-UP AND REMOVAL OF CABOOSE, COACHES AND WAGONS AS AND WHERE AVAILABLE AT CAPE TOWN REGION

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ISSUE DATE : 2008-11-11  
SITE MEETING : 2008-11-17(10:00)  
CLOSING DATE : 2008-11-25  
CLOSING TIME : 10h00  
OPTION DATE : 2009-01-31

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

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Respondent's signature

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Date & Company Stamp

## SCHEDULE OF RFP DOCUMENTS

Section	RFP Documentation
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1. Notice to Respondents
2. Proposal Form
3. Resolution of Board of Directors (Respondent's Representative)
4. Certificate of Acquaintance with RFP Documents
5. General Tender Conditions
6. Transnet's Special Conditions for the Sale of Second-Hand cabooses, coaches and wagons
7. Description of Second-Hand cabooses, coaches and wagons, Price Offer(s) and Scope of Requirements
8. Contractual Safety Clauses

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Respondent's signature

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## SECTION 1

RFP NUMBER 190/2/119/2008

### FOR THE PURCHASE, CUTTING-UP AND REMOVAL OF CABOOSE, COACHES AND WAGONS AS AND WHERE AVAILABLE AT CAPE TOWN REGION

#### NOTICE TO RESPONDENTS

#### 1.1 REQUEST FOR PROPOSALS ("RFP")

Proposals are invited from interested Respondents for Transnet's above-mentioned requirement as detailed in Section 7 hereto, (*Description of Second-hand Goods, Price Offer/s and Scope of Requirements*).

1.1.1 On or after Tuesday, **11 November 2008** the RFP documents may be inspected at, and are obtainable from the Transnet Tender Advice Centre, Level 100, Carlton Centre, 150 Commissar Street, Johannesburg, Gauteng.

1.1.2 RFP documents will only be available until **12h00 on Monday 24 November 2008**. RFP documents will not be sold after this deadline.

#### 1.2 PREVIEW OF SECOND-HAND CABOOSE, COACHES AND WAGONS FOR SALE

Respondent's wishing to arrange an inspection of the Second-Hand caboose, coaches and wagons that are being sold by Transnet through this RFP process, should make contact with the Transnet person indicated below in order to arrange a viewing. Please note that:

1.2.1 Respondents without a valid RFP document in their possession will not be allowed to view the Second-Hand caboose, coaches and wagons that are to be sold.

1.2.2 Respondents must make prior contact with the designated Transnet person in order to arrange a preview time. No person will be permitted to inspect the Second-Hand Goods without such arrangements being made in advance.

1.2.3 **The site meeting will be held at 10h00 on Monday 17 November 2008.**

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Respondent's signature

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Person to contact & address where Second-Hand Goods may be inspected:

Name	Dewald Swanepoel
Designation	Asset Disposal
Operating Division	Rolling Stock
Telephone Number	0832586110
Name	Joseph Webber
W	Senior Admin
Operating Division	Supply Chain Services
Telephone Number	(051)507-2419

### 1.3 RESPONDENTS' QUERIES

Specific queries, to be submitted in writing only (per email or fax) before the closing date of the RFP, should be addressed to the under-mentis Transnet employee:

Eddie Smit  
Email: [edwardsm@spoonet.co.za](mailto:edwardsm@spoonet.co.za)  
Fax: 012 842-5572

In the interest of fairness and transparency, any pertinent information to be disclosed as a result of such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose all Respondents need to indicate their contact particulars, **including email addresses** upon collection of the RFP documents.

**Questions will only be entertained until close of business on 24 November 2008.**

### 1.4 SUBMISSION OF RFP RESPONSES ("Offer/s" or "Proposal/s")

1.4.1 Final Offers in triplicate must reach the Secretary, Transnet Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

**RFP Number** : **190/2/119/2008**  
**Description** : **PURCHASE OF SECOND-HAND CABOOSE, COACHES AND WAGONS**

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Respondent's signature

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**Closing date and time** : **25 November 2008 at 10h00**  
**Closing address** : **(Refer clause 1.4.2 below for options)**

**1.4.2 RFP delivery instructions:**

- a) If posted, the envelope must be addressed to The Secretary, 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 Secretary before the closing time of the RFP. In the event of the late receipt of an RFP, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- b) If delivered by hand, to be deposited in the tender box in the foyer and addressed to:

The Secretary, Transnet Freight Rail Acquisition Council,  
Inyanda House,  
21 Wellington Road,  
Park Town,  
Johannesburg, Gauteng

Delivery must take place before the closing date and time of the RFP and during the official office hours, i.e. Mondays to Fridays, between the hours of 07:30 to 13:00 and 13:30 to 15:30.

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents/files are not larger than the above dimensions. Responses that are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

- c) If dispatched by courier, the envelope must be addressed and delivered as follows:

The Secretary, Transnet Freight Rail Acquisition Council,  
Inyanda House,  
21 Wellington Road,  
Park Town,  
Johannesburg, Gauteng

1.4.3 Please note that this RFP closes punctually at 10:00 on 25 November 2008.

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Respondent's signature

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- 1.4.4 If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
- 1.4.5 NO E-MAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
- 1.4.6 Envelopes must not contain documents relating to any RFP other than that shown on the envelope.
- 1.4.7 No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. The Respondent must not make alterations, additions or deletions to the actual RFP documents.
- 1.4.8 All envelopes must reflect the return address of the Respondent on the reverse side.

#### 1.5 OPENING OF RFP RESPONSES

- 1.5.1 All responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 1.5.2 Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received.

#### 1.6 BROAD-BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet will therefore prefer to do business with local business enterprises that share these same values. Transnet consequently urges Respondents (large enterprises and QSE's - see below) to have themselves accredited by any of the various Accreditation Agencies available, who do their BBBEE ratings in accordance with the latest Codes (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies) – "List of Full Members," as displayed on the ABVA website ([www.abva.co.za](http://www.abva.co.za)).

Although no agencies have been accredited as yet by SANAS (SA National Accreditation System), Transnet, in the interim, will accept rating certificates from Respondents who have been verified by any of the listed Accreditation Agencies.

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

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a) **Large Enterprises (ie. annual turnover >R35million):**

- Rating level based on all seven elements of the BBBEE scorecard

b) **Qualifying Small Enterprises – QSE (ie annual turnover >R5million but <R35million):**

- Rating based on any four of the elements of the BBBEE scorecard

c) **Emerging Micro Enterprises – EME (ie. annual turnover <R5m are exempted from being rated/verified):**

- Automatic rating of Level 4 BBBEE **irrespective of race of ownership**, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualifies as Level 3 BBBEE, i.e. 110% BBBEE recognition
- EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%

1.6.2 In addition to the above, Respondents who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their Proposals the percentage of the total contract value that will 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 subcontractor/s, as well as a breakdown of the distribution of the aforementioned percentage must also be furnished.

1.6.3 Each Respondent is required to furnish proof of the above to Transnet. Failure to do so will result in a score of zero being allocated for BBBEE evaluation.

**Turnover :** Kindly indicate your company's annual turnover for the past year? R\_\_\_\_\_

- If annual turnover <R5m, please attach audited financials
- If annual turnover >R5m please attach accreditation certificate by an ABVA Accreditation Agency (registered as a "Full Member").

**In view of the high emphasis which Transnet places on Broad-Based Black Economic Empowerment,** Transnet will allow certain preference points for BBBEE in the evaluation of all responses. Depending upon the value of the ensuing business award (i.e. below or in excess of R2m), the 80/20 or 90/10 point preference system will be utilized where BBBEE will count out of 20 or 10 respectively in the evaluation process.

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Respondent's signature

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Respondent's signature

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## 1.7 COMMUNICATION WITH TRANSNET

Respondents are warned that they will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employees of Transnet, in respect of an RFP, between the closing date and the date of the award of the business.

A Respondent may, however, direct any enquiries relating to this RFP to the Transnet employee as indicated in clause 1.3 (*Respondents' Queries*) above before the closing date of the RFP.

At any time after the closing date of the RFP, a Respondent may communicate with the Secretary of the Transnet Freight Rail Acquisition Council, at telephone number 011 544-9577/544-9494 or fax number 011 774-9760 on any matter relating to its RFP response.

## 1.8 INSTRUCTIONS FOR COMPLETING THE RFP

- Sign and date set of documents (including witnesses, where indicated) at the foot of each page. This set will serve as the legal and binding document. The triplicate can be a photocopy of the original document.
- Both sets of documents to be submitted to the address specified in clause 1.4 above (*Submission of RFP Documents*).
- Returnable documents, which must accompany all Proposals, are detailed in Section 2.11 (*Returnable Documents*).

## 1.9 COMPLIANCE

A successful Respondent shall be in full and complete compliance with any and all applicable State and local laws and regulations.

## 1.10 ADDITIONAL NOTES:

- Changes requested by the Respondent to its submission will not be considered after the closing date.
- The person or persons signing the Offer must be legally authorized by the Respondent to do so. A list of the person(s) authorized to negotiate on your behalf must be submitted along with the Proposal. (Refer Section 3 – *Resolution of Board of Directors*)

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Respondent's signature

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- Transnet reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents.
- Unless otherwise expressly stated, all Proposals furnished pursuant to this request shall be deemed to be Offers. Any exceptions to this assumption must be clearly and specifically indicated. Transnet reserves the right to reject any or all Offers.
- Transnet may at its sole and absolute discretion accept the offer contained in this RFP pursuant to which a Transnet contract shall come into existence.

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS  
MAY RESULT IN A PROPOSAL BEING DISQUALIFIED.**

#### 1.11 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of any Offer in response to it. In particular, please note that Transnet may -

- amend the scope of the RFP and request Respondents to re-bid on any changes
- disqualify any Offer which does not conform to instructions and specifications which are issued herein
- disqualify Offers submitted after the stated submission deadline
- reject all Offers, if it so decides
- accept an Offer in connection with this Proposal at any time after the RFP's closing date
- sell only a portion of the Second-hand Goods which are reflected in the scope of this RFP

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Respondent's signature

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NAME OF RESPONDENT: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

Details of Respondent's authorized representative:

Name	
Telephone	
Fax	
Cell Ph	
Email Address	
Website	

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Respondent's signature

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***Transnet insists on honesty and integrity beyond reproach at all times and will not tolerate any form of improper influencing, bribery, corruption, fraud, or any other unethical conduct on the part of bidders or Transnet employees. If, in the opinion of Transnet's Chief Operating Officer, a Respondent / contractor / supplier has or has caused to be promised, offered or given to any Transnet employee, any bribe, commission, gift, loan, advantage or other consideration, Transnet shall be entitled to revoke the tender / contract by following its internal policies that govern the exclusion process. In such an event Transnet will be entitled to place any Respondent / Contractor / Supplier who has contravened the provisions of Transnet's business ethics on its List of Excluded Tenderers. This List will also be distributed to all other State Owned Enterprises and Government Departments.***

***Transnet invites its valued suppliers / contractors or member of the public to report any allegations of fraud, corruption or other unethical activities to***

***Transnet Tip-offs Anonymous,***

***at any of the following addresses / contact numbers:***

- ***Toll-free anonymous hotline - 0800 003 056***
- ***Email - [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)***
- ***Fax number - 0800 007 788***
- ***Freepost DN 298, Umhlanga Rocks, 4320***

***Confidentiality is guaranteed.***

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Respondent's signature

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**SECTION 2**

**RFP NUMBER 190/2/119/2008**

**FOR THE PURCHASE, CUTTING-UP AND REMOVAL OF CABOOSE, COACHES AND WAGONS AS AND WHERE AVAILABLE AT CAPE TOWN REGION**

**PROPOSAL FORM**

I/We \_\_\_\_\_  
(Name of company, close corporation or partnership)

\_\_\_\_\_ of (full address)

\_\_\_\_\_

carrying on business under style or title of

\_\_\_\_\_

\_\_\_\_\_

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

being duly authorized thereto by a Resolution of the Board of Directors/Members/Certificate of Partners, as the case may be, dated \_\_\_\_\_ a certified copy of which is annexed hereto, hereby offer to purchase the Second-hand Goods at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference \_\_\_\_\_ and dated \_\_\_\_\_ (if any) and the documents listed in the accompanying schedule of RFP documents.

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Respondent's signature

\_\_\_\_\_  
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Respondent's signature

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I/We agree to be bound by those conditions in Transnet's -

- (i) Transnet's Special Conditions for the Sale of Second-Hand caboose, coaches and wagons
- (ii) General Tender Conditions
- (iii) Any other provisions and conditions mentis and/or embodied in the RFP.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of acceptance, this RFP (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.

Should Transnet decide that a formal contract should be signed and so inform me/us in letter of acceptance, this RFP (and, if any, its covering letter and any subsequent exchange of correspondence) together with Transnet's letter of acceptance, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our bid, I/we fail to enter into a formal contract if called upon to do so, or fail to conclude the purchase(s) within 2 (two) weeks (or as otherwise agreed in writing between the parties), Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or in having to accept any less favorable Offer.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFP. The *domicillium citandi et executandi* shall be a place in the Republic of South Africa as specified hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to the contract.

\_\_\_\_\_  
Respondent's signature

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Respondent to indicate *domicillium citandi et executandi* (address for notices) below:

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**2.1 NOTIFICATION OF AWARD**

As soon as possible after approval to accept an Offer, the successful Respondent (hereinafter referred to as “the Buyer”) will be informed of the acceptance of its Offer(s).

**2.2 VALIDITY PERIOD**

Transnet desires a validity period until the 31<sup>ST</sup> January 2009 against this RFP. It should be noted that Respondents might offer an earlier validity period, but that their offer may be unsuccessful for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This Proposal is valid until 31<sup>st</sup> January 2008. (state alternative validity period/date if applicable).

**2.3 VAT REGISTRATION NUMBER**

The Respondent must state hereunder its VAT Registration Number:

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Respondent's signature

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Date & Company Stamp





**2.4 LEGISLATION TO BE COMPLIED WITH BY THE BUYER**

For the services to be provided as set out in SECTION 7 hereto, the Buyer will observe and ensure compliance with all requirements and obligations as set out in the labour, second-hands goods and related legislation of South Africa, including the following:

- Occupational Health and Safety Act 85 of 1993 (“OHSE”);
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 (“COIDA”); and
- Second-Hand Goods Act 23 of 1955 (as amended from time to time)

**2.5 CONFIDENTIALITY**

All information related to Transnet's operations is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from the execution of a contract with Transnet which is either directly or indirectly related to Transnet, prior written approval to divulge such information will have to be obtained from Transnet.

**2.6 DECLARATION OF RELATIONSHIP WITH TRANSNET**

Respondents must declare hereunder whether any family and/or direct and/or indirect relationships exist between any of the owners / members / directors / partners / shareholders (unlisted companies) of the tendering company and any employee or Board Member of Transnet Limited:

YES		NO	
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If YES, please indicate details below:

FULL NAME OF OWNER/MEMBER/DIRECTOR/  
PARTNER/SHAREHOLDER

ADDRESS

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\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date & Company Stamp



Indicate nature of relationship (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Incorrect information furnished or failure to furnish all relevant information may lead to the disqualification of a response and may preclude a Respondent from concluding future business with Transnet)*

**2.7 LIABILITIES**

The Buyer shall be liable to make good any damage which may be caused to Transnet's property by its servants or agents whilst upon Transnet premises, whether or not such damage is due to negligence on the part of such servants or agents. The Buyer shall and hereby does further indemnify Transnet Limited against liability for any loss of or damage to property whether belonging to it, its servants or agents or any third party, or for the death of or injury to any person, which may be caused either directly or indirectly.

**2.8 NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) / MEMBERS**

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation or partnership on whose behalf the tender is submitted.

- (i) Registration number of company/cc .....
  - (ii) Registered name of company/cc .....
  - (iii) Full name(s) of director(s)/member(s)    Address/Addresses    ID Number/s
- .....
- .....

\_\_\_\_\_  
Respondent's signature

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Date & Company Stamp



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**2.9 REGISTRATION CERTIFICATE**

Respondents must submit a certified copy of their company’s Registration Certificate with their Proposal.

**2.10 BREACH**

Transnet reserves the right to terminate the Buyer’s contract by giving 5 (five) days’ notice should the Buyer fail to perform in terms of its contractual obligations.

**2.11 RETURNABLE DOCUMENTS**

Respondents are required to sign (where indicated) and submit the following returnable documents with their responses (see tick): Failure to do so will result in disqualification of a Proposal:

<b>Notice to Respondents – Section 1</b>	√
<b>Proposal Form – Section 2</b>	√
<b>Resolution of Board of Directors (Respondent’s Representative) - Section 3</b>	√
<b>Certificate of Acquaintance with RFP Documents – Section 4</b>	√
<b>General Tender Conditions – Section 5</b>	√
<b>Special Conditions for the Sale of Second-Hand cabooses, coaches and wagons – Section 6</b>	√
<b>Description of Second-Hand cabooses, coaches and wagons, Prices and Scope of Requirements – Section 7</b>	√
<b>Company or Close Corporation Registration Certificate</b>	√
<b>Valid Tax Clearance Certificate</b>	√
<b>VAT Registration Certificate</b>	√
<b>BBBEE Accreditation Certificate</b>	√
<b>Audited Financials for past three years</b>	√

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Respondent’s signature

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By signing the RFP documents, the Respondent is deemed to acknowledge that it has made itself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part thereof and Transnet will recognize 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 tendered prices or otherwise.

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

WITNESS:

ADDRESS OF WITNESS:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

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Respondent's signature

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**SECTION 3**

**RFP NUMBER 190/2/119/2008**

**FOR THE PURCHASE, CUTTING-UP AND REMOVAL OF CABOOSE, COACHES AND WAGONS AS AND WHERE AVAILABLE AT CAPE TOWN REGION**

**SIGNING POWERS: RESOLUTION OF BOARD OF DIRECTORS**

Name of Company/ Close Corporation/ Partnership

\_\_\_\_\_

It was resolved at a meeting of the Board of Directors / Members held on \_\_\_\_\_ that

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorized to enter into, sign and execute and complete any documents relating to Proposals and/or contracts for the purchase and removal of Second-Hand Goods from Transnet at the nominated location(s).

**FULL NAME** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE CHAIRMAN**

**FULL NAME** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE SECRETARY**

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Respondent's signature

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**SECTION 4**

**RFP NUMBER 190/2/119/2008**

**FOR THE PURCHASE, CUTTING-UP AND REMOVAL OF CABOOSE, COACHES AND WAGONS AS AND WHERE AVAILABLE AT CAPE TOWN REGION**

**CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS**

NAME OF COMPANY / ENTITY \_\_\_\_\_

I/We \_\_\_\_\_ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet Limited, for the carrying out of the proposed purchases/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognize no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

WITNESSES:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

WITNESSES' ADDRESSES:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

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Respondent's signature

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Date & Company Stamp



## SECTION 5

RFP NUMBER 190/2/119/2008

**FOR THE PURCHASE, CUTTING-UP AND REMOVAL OF CABOOSE, COACHES AND  
WAGONS AS AND WHERE AVAILABLE AT CAPE TOWN REGION**

### GENERAL TENDER CONDITIONS

Refer General Tender Conditions for the Sale of Second-Hand Goods (October 2008)  
appended hereto for signature.

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Respondent's signature

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## SECTION 6

RFP NUMBER 190/2/119/2008

### FOR THE PURCHASE, CUTTING-UP AND REMOVAL OF CABOOSE, COACHES AND WAGONS AS AND WHERE AVAILABLE AT CAPE TOWN REGION

#### SPECIAL CONDITIONS FOR THE SALE OF SECOND-HAND CABOOSE, COACHES AND WAGONS

In addition to the provisions set forth in this RFP, the Respondent's Proposal / Offer and Transnet's acceptance of any Offer from a Respondent will be subject to the Special Conditions as detailed below:

1. It is the Respondent's responsibility to ensure its response to the Request for Proposal ("RFP") is legible and that its intentions are clearly shown therein.
2. An Offer, once submitted, cannot be withdrawn and is irrevocable.
3. If an Offer is accepted after the close of the RFP or if a price is subsequently negotiated, it then becomes a legally binding contract to purchase as per these Special Conditions and to the provisions of this RFP.
4. It is the Respondent's responsibility to enquire as to whether or not its Offer has been successful.
5. Descriptions of caboose, coaches and wagons offered for sale are based on descriptions given in the RFP documents and subject to a Respondent's own inspection and verification.
6. All caboose, coaches and wagons are sold on an "as is where is" basis. No warranties or guarantees are offered or implied and the Respondent relies solely on its own inspection and enquiries.
7. All Respondents and prospective Respondents entering a Transnet location, its offices, warehouse or place of viewing do so at their own risk.
8. It is the responsibility of the Respondent to ensure before submitting an Offer that the caboose, coaches and wagons are suitable for the purpose for which they are intended. No allowance will be made for unsuitability after the Offer has been submitted.

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Respondent's signature

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Date & Company Stamp





9. The acceptable method of payment will be by direct deposit into Transnet's nominated bank account. Transnet must approve of any other method proposed before an Offer can be accepted.
10. The title to the caboose, coaches and wagons shall remain vested with Transnet until the Buyer, at which time the title of and risk to the goods are transferred to the Buyer, has made payment.
11. If caboose, coaches and wagons are not paid for by the deadline given for such payment, Transnet, without giving notice to the Buyer, may do all or any of the following -
  - a. charge a storage fee; and/or
  - b. declare the agreement void, contact another Respondent and inform them that their Offer has been successful and take legal action against the original Buyer for the difference; and/or
  - c. take legal action against the Buyer to enforce the contract.
12. Unresolved disputes shall be subject to arbitration under the then current rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause.
13. Purchases shall be governed by and interpreted in accordance with South African law and shall be subject to the jurisdiction of the South African courts to which the Buyer hereby irrevocably submits, but without prejudice to Transnet's right to take proceedings against the Buyer in other jurisdictions.
14. If caboose, coaches and wagons are to be cut to enable removal all cutting, loading and other operations must be strictly in accordance with the Health and Safety Act 85 of 1993 (Act 85 of 1993).
15. Cutting operations shall be carried out in such manner that fires do not occur. Fire fighting equipment is to be available at all times at the work sites to prevent fires.
16. All high voltage lines are to be regarded as alive at all times. Cutting operations may not be carried out closer than twenty meters from any high voltage line.
17. All rail lines are to be regarded as operational at all times. Special permission must be obtained to facilitate cutting operations on Transnet premises.
18. The successful tenderer will be responsible for the cutting sites to be in a safe and tidy condition throughout the contract period. The sites will be inspected and if found not to be in this condition all operations will be stopped until the sites are restored to the required standard.
19. The tender provides for the purchase, cutting-up and removal of caboose, coaches and wagons as and where staged at Cape town region.

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20. Transnet Ltd. reserves the right to salvage usable components such from certain caboose, coaches and wagons. A Transnet representative will identify all such components. It will be required from the successful tenderer to remove the identified components strictly in accordance with Transnet stipulations without any damage. The tenderer against the required dumping legislation must dispose of reclaiming other waste material. Reclaiming/disposal and related costs must be included in the tendered prices.
21. Insurance against accidents and 3<sup>rd</sup> party loss will be for the successful tender's account.
22. The tenderer will be required to source his own workforce. Sleeping accommodation not on Spoornet premises, eating area, toilets and showers must be provided by the tenderer.
23. The tender provides for the purchasing and or cutting-up (if applicable) at the sites. The sites must be regarded as without gas lines, oxygen tanks, office & facilities etc. Gas/ oxygen lines to be installed must conform to the stipulated requirements for such equipment. Tenderers must provide for all cutting and loading equipment, inclusive of all consumables and services required to such equipment.
24. All transport companies, sub-contractors and agents of the successful tenderer must be approved at all times by Transnet prior to them being allowed to visit and or work on Transnet sites. All conditions, instructions, procedures applicable to the contractor will apply to all approved agents.
25. Successful tenderers will only be allowed to work sites according to Transnet working hours and days. Workers will not be accommodated on this site after these hours.
26. All equipment and staff used in the operations must comply with the regulations as stipulated by the industry. Verification in this regard is required.
27. **KINDLYNOTE THAT THE SUCCESFUL TENDERER MUST BE ABLE TO HELP WITH THE LOADING OF THE RECLAIMABLE MATERIAL ONTO TRUCKS FOR TRANSNET FREIGHT RAIL.**

The caboose, coaches and wagons are sold, subject to all conditions mentis or referred to in these Special Conditions and in the RFP, and in the condition and to the extent such as they now lie voetstoots and absolutely as they stand. The Buyer acknowledges that it is fully acquainted with the Second-Hand Goods, their nature, condition and locality, and with the conditions recorded in these Special Conditions and in the RFP in respect of the caboose, coaches and wagons.

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## SECTION 7

RFP NUMBER 190/2/119/2008

### FOR THE PURCHASE, CUTTING-UP AND REMOVAL OF CABOOSE, COACHES AND WAGONS AS AND WHERE AVAILABLE AT CAPE TOWN REGION

#### DESCRIPTION OF SECOND-HAND CABOOSE, COACHES AND WAGONS, PRICE OFFER & SCOPE OF REQUIREMENTS

##### 7.1 DESCRIPTION OF CABOOSE, COACHES AND WAGONS & PRICE OFFER

Offers are invited from Respondents for the caboose, coaches and wagons tabled below:

ITEM NO	DESCRIPTION	WHERE AVAILABLE	QUANTITY	PRICE PER PERCENTAGE OF THE METAL BULLETIN PRICE (ROTTERDAM PRICE )
1	Cutting-up and removal of coach 132	BELVILLE	1 ONLY	
2	Cutting-up and removal of coach 4599	CAPE TOWN PASSENGERS	1 ONLY	
3	Cutting-up and removal of caboose 14652	CAPE TOWN PASSENGERS	1 ONLY	
4	Cutting-up and removal of coach 21035	MAITLAND	1 ONLY	
5	Cutting-up and removal of coach 21037	MAITLAND	1 ONLY	
6	Cutting-up and removal of coach 22852	MAITLAND	1 ONLY	
7	Cutting-up and removal of wagon 13014013	PAARDENEILAND	1 ONLY	

8	Cutting-up and removal of wagon PZ-4 wagon 13014897	BLE-AUTOSORT	1 ONLY	
9	Cutting-up and removal of PZ-4 wagon 13015095	PROTEKON YARD	1 ONLY	
10	Cutting-up and removal of PZ-4 Wagon 13015133	PAARDENEILAND	1 ONLY	
11	Cutting-up and removal of XBJ-6 Wagon 18018769	BELVILLE	1 ONLY	
12	Cutting-up and removal of XH-1 wagon 41010671	MAM-HERSTEL	1 ONLY	
13	Cutting-up and removal of XH-2 wagon 41016262	MAM-HERSTEL	1 ONLY	
14	Cutting-up and removal of DZ-7 wagon 51025388	BELLVILLE	1 ONLY	
15	Cutting-up and removal of DZ-7 wagon 51047713	BELLVILLE		
16	Cutting-up and removal of DZ-7 wagon 51050722	BELLVILLE		
17	Cutting-up and removal of DZ-7 wagon 51059258	BELLVILLE		
18	Cutting-up and removal of DZ-7 wagon 51084422	BELLVILLE		
19	Cutting-up and removal of DZ-7 wagon 51087030	BELLVILLE		
20	Cutting-up and removal of DZ-7 wagon 51088991	BELLVILLE		
21	Cutting-up and removal of DZ-7 wagon 51093057	BELLVILLE		

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22	Cutting-up and removal of DZ-7 wagon 51109069	BELLVILLE		
23	Cutting-up and removal of DZ-7 wagon 51110369	BELLVILLE		
24	Cutting-up and removal of DZ-7 wagon 51110962	BELLVILLE		
25	Cutting-up and removal of DZ-7 wagon 51114356	BELLVILLE		
26	Cutting-up and removal of DZ-7 wagon 51116154	BELLVILLE		
27	Cutting-up and removal of DZ-7 wagon 51127482	BELLVILLE		
28	Cutting-up and removal of DZ-7 wagon 51127679	BELLVILLE		
29	Cutting-up and removal of DZ-7 wagon 51128268	BELLVILLE		
30	Cutting-up and removal of DZ-7 wagon 51152347	DIESEL DEPOT		
31	Cutting-up and removal of DZ-7 wagon 51186136	BLE-YARD		
32	Cutting-up and removal of DZ-7 wagon 51196409	BELLVILLE		
33	Cutting-up and removal of DZ-7 wagon 51198045	BELLVILLE		
34	Cutting-up and removal of DZ-7 wagon 51215845	BLE-YARD		
35	Cutting-up and removal of DZ-7 wagon 51227061	KLAWER		

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36	Cutting-up and removal of DZ-7 wagon 51228424	BLE-YARD		
37	Cutting-up and removal of DZ-7 wagon 51262819	BELLVILLE		
38	Cutting-up and removal of DZ-7 wagon 51281112	BELLVILLE		
39	Cutting-up and removal of DZ-7 wagon 51283379	BLE-YARD		
40	Cutting-up and removal of DZ-7 wagon 51308029	DIESEL DEPOT		
41	Cutting-up and removal of DZ-7 wagon 5131051	BELLVILLE		
42	Cutting-up and removal of DZ-7 wagon 51310686	BELLVILLE		
43	Cutting-up and removal of DZ-7 wagon 51324008	BLE-YARD		
44	Cutting-up and removal of DZ-7 wagon 51326884	BELLVILLE		
45	Cutting-up and removal of DZ-7 wagon 51332701	PAADENEILAND		
46	Cutting-up and removal of DZ-7 wagon 51336510	BLE-YARD		
47	Cutting-up and removal of DZ-7 wagon 51348683	BELLVILLE		
48	Cutting-up and removal of DZ-7 wagon 51350599	BELLVILLE		
49	Cutting-up and removal of DZ-7 wagon 51420961	BELLVILLE		

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50	Cutting-up and removal of DZ-7 wagon 51601737	BELLVILLE		
51	Cutting-up and removal of DZA-8 wagon 51606488	BELLVILLE		
52	Cutting-up and removal of DZ-7 wagon 51634090	BELLVILLE		
53	Cutting-up and removal of DZA-9 wagon 51642093	BELLVILLE		
54	Cutting-up and removal of B-6 Wagon 52021270	BELLVILLE		
55	Cutting-up and removal of B-1 Wagon 52038246	MLD-WOLTEMADE		
56	Cutting-up and removal of B-2 Wagon 52242048	PAARDENEILAND		
57	Cutting-up and removal of GZ-5 Wagon 72023651	PAARDENEILAND		
58	Cutting-up and removal of GZ-5 Wagon 72029927	PAARDENEILAND		
59	Cutting-up and removal of OZ-11 Wagon 79056644	PAARDENEILAND		
60	Cutting-up and removal of FZJ-6 Wagon 80029396	BELLVILLE		
61	Cutting-up and removal of fp-1 Wagon 84019840	WORCESTER		
62	Cutting-up and removal of V-8 Wagon 90037898	PAARDENEILAND		
63	Cutting-up and removal of V-6 Wagon 90048938	PAARDENEILAND		

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64	Cutting-up and removal of VL-9 Wagon 90503287	PAARDENEILAND		
65	Cutting-up and removal of NSE-1 Wagon 94010102	PAARDENEILAND		
66	Cutting-up and removal of NPS-2 Wagon 94040117	BELLVILLE		
67	Cutting-up and removal of NE Wagon 94607303	SRX-WERKWINKEL		
68	Cutting-up and removal of NZ Wagon 94800510	BELLVILLE		
69	Cutting-up and removal of NZ Wagon 94831025	BELLVILLE		
70	Cutting-up and removal of NZ Wagon 94831033	BELLVILLE		

Above prices are to be quoted in South African Rand (ZAR), and are to exclude Value-Added Tax (VAT)

## 7.2 VALUE-ADDED TAX

Respondents are to note that the Value-Added Tax rate ruling at the date of invoicing will be levied by Transnet and will be added to the invoiced price/s.

## 7.3 INVOICING AND PAYMENT TERMS

The successful tenderer will be required to pay by bank deposit or bank transfer only, for the full tendered price/s for the caboose, coaches and wagons accepted, within 7 days after the date of notification of acceptance of his tender by Transnet Ltd.

The said bank guaranteed cheque shall bear a general crossing and shall be made out in favour of Transnet Ltd. Reg. no. 1990/000900/06 and shall be marked "Not Transferable"

The successful tenderer will not be allowed to cut and remove the Caboose, coaches and wagons before payment has been received.

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#### 7.4 SCOPE OF REQUIREMENTS

- (i) Location of caboose, coaches and wagons for collection / removal:  
Cape town region

#### 7.5 ADJUDICATION CRITERIA

The evaluation criteria to be used in the adjudication process are as follows:

- Price offer (section 7.1)
- Technical Capabilities
  - Environmental policies and rehabilitation processes
  - Safety record and compliance
- BBBEE status (refer section 1.6 for details)
- Safety record and compliance

Respondents should confirm their compliance with the above criteria in a covering letter, if necessary. Please ensure that your responses are aligned to these evaluation criteria and that supporting information is furnished where necessary and/or where you are requested to do so.

\*Only when a technical capability is required to enable the Buyer to successfully execute the disposal / removal of the Second-Hand Goods from their nominated location, will this criterion be factored into the above-listed evaluation criteria.

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## SECTION 5

### GENERAL TENDER CONDITIONS FOR THE SALE OF SECOND-HAND GOODS (OCTOBER 2008)

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## GENERAL

*All tenders and subsequent contracts shall be subject to the following procedures as laid down by Transnet Limited (herein after referred to as "Transnet") and, where applicable, are to be strictly adhered to by Respondents.*

### LODGING OF TENDER

- 2.1 Tenders shall be lodged with Transnet no later than the closing date and time specified for the receipt thereof, in accordance with the directions issued with tender documents.
- 2.2 Tenders shall be transmitted in a sealed envelope and placed in the Tender Box at a venue stipulated in the Request for Tender (RFT) or Request for Proposals (RFP) (collectively, "Tender Documents"), with the tender number and subject endorsed on the left hand bottom corner of the envelope.

### USE OF TENDER FORMS

Where special forms are issued by Transnet for the submission of tenders, Respondents are required to submit their tenders by completion of the appropriate sections on such official forms (with additional pages inserted if necessary) and not on office statutory bearing their own special conditions of tender; non-compliance with this conditions may result in the rejection of a tender.

### THE RAISING OF A CHARGE FOR TENDER FORMS

A non-refundable charge may be raised for tender forms depending on the nature, magnitude and value of technical information supplied.

### DEFAULTS BY RESPONDENTS

- 5.1 If the Respondent, after it has been notified of the acceptance of its tender fails to:-
  - 5.1.1 enter into a formal agreement when called upon to do so in terms of clause 12 (CONTRACT DOCUMENTS), within such period as Transnet may specify; or
  - 5.1.2 accept an order in terms of the tender or quotation; or
  - 5.1.3 when called upon to do so, fails to furnish satisfactory security of the fulfillment of the contract in terms of clause 13 (SECURITIES);

Transnet may, in any such case, in its sole discretion and without prejudice to any other legal remedy which it may have, proceed to accept any other tender or quotation or, if it is necessary to do so, call for tenders or quotations afresh, and may recover from the defaulting Respondent any additional expense incurred by it in calling for new offers or in accepting a lower offer.
- 5.2 If any person or enterprise or company, which has submitted a tender or quotation, concluded a contract (hereinafter referred to as "the Contractor"), or in the capacity of agent or subcontractor, has been associated with such tender or contract:-
  - 5.2.1 has withdrawn such tender/quotation after the advertised date and hour for the receipt of tenders; or
  - 5.2.2 has, after having been notified of the acceptance of its tender or quotation, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the tender documents; or
  - 5.2.3 has carried out any contract resulting from such tender or quotation in an unsatisfactory manner or has breached any condition of such contract; or
  - 5.2.4 has offered, promised or given a bribe in relation to the obtaining or the execution of such contract, or

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- 5.2.5 has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, company or person; or
- 5.2.6 has made any incorrect statement in the affidavit or certificate referred to in clause 10 (FORMAL NOTIFICATION REGARDING NAME OF SUCCESSFUL RESPONDENT) and is unable to prove to the satisfaction of Transnet that
- (i) it made the statement in good faith hastily believing it to be correct; and
  - (ii) before making such statement, it took all reasonable steps to satisfy itself of its correctness; or
- 5.2.7 has caused Transnet damage, or to incur costs in order to meet the Contractor's requirements and which could not be recovered from the Contractor; then

a tender from any such person or enterprise shall be disqualified and the person, enterprise or company including any directors shall, subject to clause 5.3 below, be disqualified from tendering for any Transnet business.

- 5.3 Any person, or enterprise, or company against whom a decision has been given under the provisions of sub-clauses 5.2.2 or 5.2.4 above, may make representations to the Chief Operating Officer of the Transnet Group, whose decision shall be final.
- 5.4 Any disqualification imposed upon any person or enterprise, unless Transnet determines otherwise, shall apply to any other enterprise under the same or different names of disqualified persons or enterprise, or firm or associates and shall for avoidance of doubt also be applied to any agent or employee of the person or enterprise concerned.

#### CURRENCY

Prices must be quoted in the currency of the Republic of South Africa in respect of local offers to purchase. Transnet may reject offers submitted in any other currency save where such an offer is quoted by an international Respondent. Proceeds from any sale of goods by Transnet to a Contractor shall be paid in the currency of the Republic of South Africa.

#### ACCEPTANCE OF TENDER OR QUOTATION

- 7.1 Transnet does not bind itself to accept the highest offer or any tender. Transnet reserves the right to accept any tender in whole or in part.
- 7.2 Upon the acceptance of a tender by Transnet, the parties shall be bound by these General Tender Conditions, the Special Conditions for the Sale of Second-Hand Goods and the provisions incorporated in the tender documents.
- 7.3 Where letter delivers the acceptance by Transnet of the Respondent's offer, the SA Post Office shall be regarded, as the agent of Transnet and delivery of such notice of acceptance to the SA Post Office shall be considered as delivery to the Respondent.
- 7.4 Where Transnet has informed the Respondent per facsimile message of the acceptance of its tender, the acknowledgement of receipt transmitted by its facsimile machine shall be regarded as proof of delivery to the Respondent.

#### LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a tender. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in

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its tender at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Respondents from abroad shall, therefore, state in their tender the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their tender being accepted and to act on their behalf in all matters relating to the contract.

## IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Tender Documents. If the Respondent is a close corporation, the full names of the members shall be stated in the Tender Documents. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

## FORMAL NOTIFICATION REGARDING NAME OF SUCCESSFUL RESPONDENT

In the case of tenders submitted to the Secretary of the Transnet or Divisional Acquisition Council, unsuccessful Respondents will be formally notified of the names of successful Respondent(s) as soon as possible after the closing date for receipt of the tender in question.

## UNAUTHORISED COMMUNICATION CONCERNING TENDERS

Where tenders are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its tender but, in the absence of written authority from the Secretary, no communication on a question affecting the sale of Second-Hand Goods, which is the subject of a tender, shall take place between Respondents and any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the tender and the date of the notification of the successful Respondent. A tender, in respect of whom any such unauthorized communication has occurred, may be disqualified.

## CONTRACT DOCUMENTS

The contract documents will comprise the General Tender Conditions, the Special Conditions for the Sale of Second-Hand Goods and the duly authorized tender documents, which will constitute the contract upon receipt by the Respondent of the acceptance letter, subject to any amendments thereto, proposed and agreed by the parties.

## SECURITIES

- 2.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfillment of a contract. Such security shall be in the form of a deed of surety ship furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 2.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 2.3 For the purpose of clause 13.1 above, Transnet will supply "Deed of Surety ship" forms to the successful Respondent for completion, and no guarantee in any other form will be accepted. Copies of such form will be supplied to Respondents on request. For this purpose "Deed of Surety ship" forms will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 (thirty) days from the date of the letter of acceptance. No collections of goods will be allowed from Transnet premises until the forms, duly completed, are delivered to Transnet. Failure to return the Deed of Surety ship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Respondent to cancel the contract with immediate effect. .
- 2.4 The security shall be an amount, which will be stipulated, in the tender form.
- 2.5 Additional costs incurred by Transnet for visits or extensions to visits necessitated by reason of default on the part of the Contractor will be for the account of the Contractor.

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## PRICES SUBJECT TO CONFIRMATION

*A tender or quotation with prices, which are subject to confirmation, will not be considered.*

## DELETION OF ITEMS EXCLUDED FROM OFFER

*The Respondent must delete items for which it has not tendered an offer or if the price has been included elsewhere in the Tender Documents.*

## ALTERATIONS MADE BY THE RESPONDENT TO TENDER PRICES

*All alterations made by the Respondent to its tendered price(s) prior to the submission of its Tender Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. The person who signs the Tender Documents must initial all such alterations. Failure to observe this requirement may result in the offer submitted for the particular item(s) concerned being rejected in the matter of the award of the business.*

## TERMS AND CONDITIONS OF TENDER

The Respondent shall adhere to the terms and conditions of tender, as expressed in the tender documents.

Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative? Please note that any alternative offered shall be subject to and compared with acceptance of the provisions of the tender or alternatives offered by other Respondents.

## IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

18.1 The attention of the Respondent is directed to Section 7 of the tender, which sets out the conditions of payment on which tender price/s shall be based.

18.2 However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and / or financing proposals.

18.3 The Respondent is required to give full particulars of the terms that will be applicable to its alternative offers as the financial merits thereof will be evaluated and taken into consideration when the tender is adjudicated.

18.4 The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 18.1 above.

18.5 Failure to comply with clause 18.1 above may preclude a tender from further consideration.

*NOTE: The successful Respondent shall, where applicable, be required to furnish a payment guarantee covering collection of goods purchased prior to invoicing by and payment to Transnet.*

## TENDERS BY FOREIGN RESPONDENTS OR ON THEIR BEHALF

19.1 Tenders submitted by foreign Principals may be forwarded direct by the Principals to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Tender Documents, or may be so forwarded on the Principal's behalf by its South African representative and/or agent provided that written proof is submitted that such representative/agent has been duly authorized to act in that capacity by the Principal. Failure to submit such authorization by the representative / agent shall disqualify the Tender.

19.2 When legally authorized to prepare and submit tenders on behalf of their Principals not domiciled in the Republic of South Africa, representatives and / or agents must compile the tenders in the names of such Principals and sign them on behalf of the latter.

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19.3 South African representatives and / or agents of successful foreign Respondents must when so required enter into formal memoranda of agreement in the name of their Principals and must sign such agreements on behalf of the latter. In every such case the South African representative and / or agents authorizing them to enter into and sign such agreements must furnish a Legal Power of Attorney from their Principals to Transnet.

Such Powers of Attorney must comply with Government Notice No. 1160 of 27 June 1930 (and any amendments thereto) - "Rules of the Supreme Court of South Africa for the authentication of documents executed outside the Republic for use within the Republic."

Principals must sign the Powers of Attorney under the same title as used in the Tender Documents.

On arrival within the Republic of South Africa these Powers of Attorney are to be completed in terms of Section 8(2) of the Stamp Duties Act No. 77 of 1968, or any amendment thereof.

If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of contracts with Transnet, a naturally certified copy thereof should be furnished.

The Power of Attorney must authorize the South African representative or agent to choose domicilium citandi et executandi as provided for in clause 25 (ADDRESSES FOR NOTICES) of Transnet's Standard Terms and Conditions of Contract, Form US7 (Revised July 2008).

19.4 The attention of the Respondent is directed to clause 13 above (SECURITIES) regarding the provision of security for the fulfillment of contracts and the manner and form in which such security is to be furnished.

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## SECTION 8

### TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS

#### CONTRACTUAL SAFETY CLAUSES, WHICH WILL FORM PART OF ANY RESULTING CONTRACT

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the contractor is an “employer” in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Limited for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyze and evaluate identified hazards.
- 5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
  - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
  - 6.2 The safe working methods and procedures to be implemented to ensure work are performed in compliance to the Act.
  - 6.3 The safety equipment, devices and clothing to be made available by the contractor to his employees.
  - 6.4 The site access control measures pertaining to health and safety to be implemented.
  - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The contractor must appoint a Health and Safety Co-coordinator to liaise with Transnet Limited on matters pertaining to occupational health and safety.

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- 9) The appointed Safety Co-coordinator must liaise at least once a week with the\* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet Limited.
- 10) The contractor shall furnish the\* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet Limited immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) The Fall Protection Plan shall include:
- 14.1 A risk assessment of all work carried out from an elevated position
  - 14.2 Procedures and methods to address all the identified risks per location
  - 14.3 Evaluation of employee's physical and psychological fitness necessary to work at elevated position.
  - 14.4 The training of employees working from an elevated position.
  - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The contractor shall advise the \* Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet Limited of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 16) Copies of all appointments required by the act must be given to \* Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet Limited.
- 17) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his subcontractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the contractor and his subcontractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet Ltd premises.

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date & company stamp

- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The contractor shall not allow any under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.
- 20) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissar) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 21) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.

\*As applicable

PREVIEW COPY ONLY

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date & company stamp



# SUPPLIER DECLARATION FORM (SDF)

**Important:** Please note that it is mandatory to complete this form. Failure to do so may result in disentitlement in certain instances. Do not leave sections blank – please indicate if not applicable to your Company, or if info is not readily available. If space is inadequate, please supplement and cross-reference by means of annexure/s.

**1. Section 1**

## 1.1 COMPANY INFORMATION

Name of company			
Company registration number			
Nature of core business			
Type of company			
VAT registration number			
Income Tax registration number			
Tax clearance certificate (the latest, please attach)		YES	NO
Tax Clearance certificate Expiry Date			
Physical address	Street		
	City		
	City postal code		
Postal address	PO Box / P Bag		
	Postal area		
	Postal City		
	Box postal code		
Telephone no. (e.g. 0113081693)			
Fax number (e.g. 0113071789)			
e-mail address			

VIEW COPY ONLY

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date & company stamp



Web address	
Contact person	
Contact person – cell number	
Contact person -Telephone no. (e.g. 0113081693)	

**1.2 BANKING DETAILS**

*Supply an original cancelled cheque or an original letter from the bank verifying banking details (containing an official bank stamp)*

<b>Payment (EFT)</b>	<b>EFT PAYMENTS ONLY</b>
Bank name	
Bank account holder	
Bank account number	
Branch name	
Branch code	
Country code (South Africa – ZA)	

Section 2

**2.1 BBEE INFORMATION**

**2.1.1** Has your Company been measured/assessed for its BBEE compliance/status?

YES		NO	
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**2.1.2** If YES by whom was it done?

Rating Agency	
Self Assessment	
Consultant	
Auditor	
Other	

2.1.3	% Of BEE Ownership	% Of Black Women Ownership	% Of Disabled Ownership
	A – 91-100%	A – 91-100%	A – 91-100%
	B – 81-90%	B – 81-90%	B – 81-90%
	C – 71-80%	C – 71-80%	C – 71-80%

Respondent's signature

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	D – 61-70%		D – 61-70%		D – 61-70%
	E – 51-60%		E – 51-60%		E – 51-60%
	F – 41-50%		F – 41-50%		F – 41-50%
	G – 31-40%		G – 31-40%		G – 31-40%
	H – 21-30%		H – 21-30%		H – 21-30%
	I – 1-10%		I – 1-10%		I – 1-10%
	K – 0%		K – 0%		K – 0%
	P – Parastatals				
	Z – Internal Vendors				

2.1.4	<b>EME (T/O of &lt;R5M)</b>		<b>QSE (T/O of &gt; R5M but &lt;R35M)</b>		<b>Large Enterprise (T/O of &gt;R35M)</b>	
	Yes		Yes		Yes	
	No		No		No	

2.1.5	<b>Majority Race Ownership</b>						
	B – Black		W – White		C – Coloured		A – Indian

2.1.6	<b>BBBEE Contribution Level</b>	<b>BBBEE Score</b>	<b>BBBEE Recognition level</b>	<b>Mark with "X"</b>
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1 – Level 1 Contribution	>100	135 % (e.g. R1 = R1.35)	
2 – Level 2 Contribution	85 – 100	125 %	
3 – Level 3 Contribution	75 – 85	110 %	
4 – Level 4 Contribution	65 – 75	100 % (e.g. R1 = R1.00)	
5 – Level 5 Contribution	55 – 65	80 %	
6 – Level 6 Contribution	45 – 55	60 %	
7 – Level 7 Contribution	40 – 45	50 %	
8 – Level 8 Contribution	30 – 40	10 %	
9 – Level 9 Contribution	<30	0 % (e.g. R1 = R0.00)	
E – Exempt			
BBBEE Validity Expiry			

In terms of the above; kindly attach the BBBEE certificate and the detailed scorecard.  
 NB. If the BBBEE certificate and detailed scorecard from a full member of the Association of BEE Verification Agency (ABVA) is not provided, your company will be classified as a Level 9 (non compliant) BBBEE company.

**Legend:** EME – Exempted Micro Enterprise ;QSE - Qualifying Small Enterprises; T/O – Turn Over; BBBEE – Broad Base Black Economic Empowerment; BWBE – Black Women Business Enterprise; DPBE – Disabled Persons Business Enterprise;

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date & company stamp



MR– Majority Race;

**2.2 VENDOR TYPE OF BUSINESS**

(Please tick as applicable)

(\* - Minimum requirements)

**2.2.1 Type of Firm: \***

Partnership		Sole Trader	
Close Corporation		Company (Pty) Ltd	
Other (specify)			

**2.2.2 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?			

**2.2.3 Credit Controller's Details**

Credit Controller's Name	
Credit Controller's Contact Number	

**2.2.4 How would you prefer to receive Remittance advices?**

Fax		Email		Post	
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**2.2.5 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

Respondent's signature

Date & company stamp

<b>2.2.6</b>	<b>Where are your operating/distribution centres situated *</b>	

2. Section 3

**3.1 VENDOR OWNERSHIP DETAIL**

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

**3.1.1**      **Did the firm previously operate under another name? \***

<b>YES</b>		<b>NO</b>	
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**3.1.2**      **If Yes state its previous name:\***

Registered Name	
Trading Name	

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

SURNAME & INITIALS	ID NUMBERS

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

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

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date & company stamp




**3.1.5 List details of current directors, officers, chairman, secretary etc. of the fi**

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

**3.1.6 List details of firms personnel who have an ownership interest in another**

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

**3.2 VENDOR OWNERSHIP DETAIL**

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

<b>3.2.1</b>	How many personnel does the firm employ? *					
	<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>3.2.2</b>	In terms of above kindly provide numbers on women and disabled personnel? *					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>Women</b>						
<b>Disabled</b>						

Respondent's signature \_\_\_\_\_

Date & company stamp \_\_\_\_\_



**3.2.3** Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company \*

SURNAME	INITIALS	DESIGNATION	TELEPH NO.

**3.2.4** Is your company a value-adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

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

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

**3.2.6** May the above mentis information be shared and included in Transnet Supplier Database for future reference? \*

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

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

**3.2.8** If yes (above) kindly provide the following information:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

**3.2.9** In terms of above kindly provide numbers on woman and disabled personnel:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

**TRANSNET**



**3.2.10** Are any of your members/shareholders/directors ex employees of Transnet?

<b>YES</b>		<b>NO</b>	
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**3.3 REQUIRED VENDOR FORMS**

KINDLY ENSURE THAT THE FOLLOWING DOCUMENTATION IS ATTACHED: -		YES	NO
		S	
*	Cancelled Cheque or an original letter from the bank verifying banking details (containing an official bank stamp)		
*	Certified Copy of Identity Documents of Members / Shareholders / Directors (where applicable)		
*	Certified Copy of Share Certificates / CK1 & CK2		
*	Certified Copy of Certificate of Incorporation and CM29/ CM9 (Name Changes)		
*	Certified Copy of SARS VAT Registration Certificate		

Respondent's signature

Date & company stamp

*	A Current and Original Tax clearance certificate from the South African Revenue Services must be attached		
	Certified Copy of Equity Plan / Training Plan		
	Memorandum of Agreements / Member / Partnership Agreements (where applicable)		
*	Certified Copy of Financial Statements (For the past three years) including Balance Sheets		
*	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy		
*	Certifications e.g. CIDB (Construction), BBBEE (From an Accredited Rating Agency)		
*	Application must be signed by a Commissar Of Oaths		
	Other Relevant Documentation		

I / we hereby guarantee that the above information given by me/us to you in respect of the details of my/our bank account are correct and I / we hereby indemnify Transnet from any loss and / or damages howsoever caused that I / we or any other party may suffer as a result of the said information being incorrect.

Changes to our bank account will be given to Transnet in writing, together with a confirmation letter from our bankers.

I, the undersigned warrant that I am duly authorized to complete and sign these documents on behalf of the firm/ organization and that the information furnished am true and correct.

I further warrant that the members / shareholders are not nominee members / shareholders and the stated members / shareholders are the beneficial members / shareholders.

I also agree that, in the event of false, incorrect or misleading information being provided in this declaration, Transnet shall have the right to: -

- o Repudiate any contract that may have been awarded; and / or
- o Recover any losses or damages sustained by Transnet as a result of the award of any contract; and / or
- o Restrict the tenderer from further business with Transnet for a period between year to five years depending on Transnet's view on the seriousness of the misconduct and the degree of prejudice suffered by Transnet.

DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF FIRM / ORGANISATION

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Telephone No: \_\_\_\_\_

Address: \_\_\_\_\_

COMMISSIR OF OATH:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Telephone No: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date & company stamp



**TRANSNET DEPARTMENTAL QUESTIONNAIRE for SDF**

All document to be completed in English

Note: This document is for internal use and is to be used in conjunction with...

**1.1 CREATE / UPDATE VENDOR DETAILS**

Please mark with an "X" to indicate if this is a vendor update/creation

<b>Create</b>	<input type="checkbox"/>	<b>Update</b>	<input type="checkbox"/>
---------------	--------------------------	---------------	--------------------------

SAP Reference number(s) <i>(Please supply with your Operating Division's SAP No. / Ref #)</i>	
<b>Transnet Corporate Number:</b>	

<b>CO / Code</b>		<b>Purchase Org.</b>			
<b>Operating Division</b> (mark with an x)	<b>Freight Rail</b>	<b>National Ports Authority</b>	<b>Port Terminals</b>	<b>Pipelines</b>	<b>Rail Engineering</b>

<b>Originator:</b> <i>(initials &amp; surname)</i>		<b>TEL:</b>	
<b>Originating depot</b>			

**1.2 TO BE COMPLETED BY LINE DEPARTMENT**

Operating Division (mark with an x)

<b>Freight Rail</b>	<b>National Ports Authority</b>	<b>Port Terminals</b>	<b>Pipelines</b>	<b>Rail Engineering</b>

**(a) What is being procured from this supplier?**

(i) Products only	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
(ii) Services only	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
(iii) Labour only	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
(iv) Mix of Services & Products	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
(v) Mix of Services & Labour	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

**(b) If your answer is YES to any of the questions (ii) to (v), please indicate whether the relevant documentation such as the Tax Declaration form/Questionnaires have been submitted to the appropriate Cross Functional Sourcing Team for a decision regarding tax withholding from payments to this supplier.**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Respondent's signature

Date & company stamp



(c) If your reply to (b) is "NO", please furnish reasons: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

(d) Motivate/Confirm Technical compliance/acceptability: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name : \_\_\_\_\_ Grade: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**1.3 TO BE COMPLETED BY SOURCING DEPARTMENT**

Questionnaire A of B

Purchasing Group	_____
Cost Centre	_____
Teleph number	_____

(a) Motivate/Confirm process/procedure and DPP compliance/acceptability: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Name : \_\_\_\_\_ Grade: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**1.4 TO BE COMPLETED BY THE BEE DEPARTMENT**

(a) Confirm BEE status:

Narrow Based (NB)

<b>BEE O/S</b>	<b>BWBE</b>	<b>DPBE</b>	<b>MR</b>
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\_\_\_\_\_  
 Respondent's signature

\_\_\_\_\_  
 Date & company stamp

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Broad based (BBBEE)

CONTB. LEVEL	EME. <R5m	QSE >R5m <R35m	LARGE >R35m	VALIDITY DATE

Name : \_\_\_\_\_ Grade: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**1.5 TO BE COMPLETED BY SUPPLIER MANAGEMENT DEPARTMENT**

I hereby approve / disapprove the application

Supplier number	
Date captured on SAP	
Recon Account	

Name : \_\_\_\_\_ Grade: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Legend: **BWBE** – Black Women Business Enterprise  
**DPBE** – Disabled Persons Business Enterprise  
**MR** – Majority Race  
**EME** - Exempted Micro Enterprise

cu

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date & company stamp