



TENDER NOTICE

190/2/49/2008



UITENHAGE

TO PURCHASE FROM TRANSNET LTD.

REDUNDANT PLANT & MACHINERY AND OTHER MISCELLANEOUS
ITEMS AS AND WHERE AVAILABLE AT WAREHOUSE 308,
CUYLOR MANOR, UITENHAGE

ISSUE : 2008-07-29

CLOSING : 2008-08-19

OPTION : 2008-11-30

MESSRS _____	CHIEF PROCUREMENT OFFICER (PROCUREMENT)
ADDRESS _____	P.O. BOX 4244
_____	JOHANNESBURG
_____	2000
ATT.: _____	CONTACT PERSON : MR. E.SMIT
TEL. NO.: _____	TEL. NO. : (012) 842-5057
FAX NO. : _____	FAX NO. : (012) 842-5572

TENDER 190/2/49/2008

TO PURCHASE FROM TRANSNET LTD. REDUNDANT PLANT & MACHINERY AND OTHER MISCELLANEOUS ITEMS AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE

ISSUE DATE : 2008-07-29

CLOSING DATE : 2008-08-19 (10H00)

OPTION DATE : 2008-11-30

NOTE :

1) Tenders (in triplicate) must be enclosed in a sealed envelope which must be endorsed with the words:

"TENDER NO.: 190/2/49/2008 : TO PURCHASE FROM TRANSNET LTD. REDUNDANT PLANT & MACHINERY AND OTHER MISCELLANEOUS ITEMS AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE: CLOSING TIME AND DATE: 10H00 ON 2008-08-19."

To be addressed as follows :

a) By post :

Chairperson, Transnet Acquisition Council
P.O. Box 4244
Johannesburg
2000

b) By hand :

Chairperson, Transnet Acquisition Council
Inyanda House
21 Wellington Road, Park Town
Johannesburg

2) Facsimile tenders will not be accepted

3) Late tenders will not be considered

4.) **FRAUD 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

Fax: 0800 007 788

Date : _____ Signature of Tenderer (s) : _____

All information received will be treated with the utmost confidentiality

Date : _____ Signature of Tenderer (s) : _____

**TENDER 190/2/49/2008
TO PURCHASE FROM TRANSNET LTD. REDUNDANT PLANT & MACHINERY AND OTHER
MISCELLANEOUS ITEMS AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR,
UITENHAGE**

4. TENDERER'S UNDERTAKING :

4.1 I/We _____ of _____

4.2 **agree** to be bound by those conditions in Transnet's Ltd. -

- i) general conditions of Procurement tenders, contracts and orders, form No US7 (revised February 2007) ;
- ii) tender procedures, form CSS. No. 5 (revised February 2007);
- iii) any other standard or special conditions mentioned and/or embodied in the tender form; and

4.3 **agree** that this tender (read with any accompanying correspondence) constitutes an offer of such nature that acceptance in writing only thereof by Transnet Ltd. will bring into existence a contract or order, the terms of which are set out in this tender, such accompanying correspondence, the annexure hereto, the general conditions of Procurement tenders, contracts and orders, form No. US7 (revised February 2007) and any other conditions mentioned or embodied in this tender form , relating to contracts and Contractors.

4.4 **agree** that if after notification of acceptance of this tender. I/We fail to enter into a contract when requested to do so, within the period stipulated in the conditions of this tender or within such extended period as Transnet Ltd. allow. I/We will be held liable for any additional expense which Transnet Ltd. may incur in having to call for tenders afresh and/or accepting any less favourable tender to complete the whole or remaining portion of the contract.

5. SIGNING OF TENDER DOCUMENTS :

5.1 By signing the tender documents, the Tenderer is deemed to acknowledge that he made himself thoroughly familiar with all the conditions governing this tender, including those contained in any printed form stated to form part thereof and Transnet Ltd. will recognize no claim for relief based on an allegation that the Tenderer overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNATURE OF TENDERER(S) : _____

ADDRESS : _____

WITNESS :

1) _____

TELEPHONE NO : _____

2) _____

FAX NO : _____

DATE : _____

Date : _____ Signature of Tenderer (s) : _____

TENDER 190/2/49/2008**TO PURCHASE FROM TRANSNET LTD. REDUNDANT PLANT & MACHINERY AND OTHER MISCELLANEOUS ITEMS AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE****6. SCHEDULE OF PLANT & MACHINERY:**

ITEM NO.	DESCRIPTION	ASSET NO.	QUANTITY	PRICE PER ITEM IN S.A CURRENCY AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE :
1.	LATHE S/N 20K2504	28006940	1 ONLY	R_____,_____ (IN WORDS)_____
2.	LATHE	28006950	1 ONLY	R_____,_____ (IN WORDS)_____
3.	LATHE S/N WM 7320	28007196	1 ONLY	R_____,_____ (IN WORDS)_____
4.	SHAPER S/N WM 6615	28006633	1 ONLY	R_____,_____ (IN WORDS)_____
5.	COLD SAW	28000764	1 ONLY	R_____,_____ (IN WORDS)_____
6.	BORING & DRILLING MACHINE S/N M 10165	28005780	1 ONLY	R_____,_____ (IN WORDS)_____
7.	ELECTRICAL DIST. BOARD		1 ONLY	R_____,_____ (IN WORDS)_____
8.	HUCK POWERIG S/N 33214	28006572	1 ONLY	R_____,_____ (IN WORDS)_____

Date : _____ Signature of Tenderer (s) : _____

TENDER 190/2/49/2008**TO PURCHASE FROM TRANSNET LTD. REDUNDANT PLANT & MACHINERY AND OTHER MISCELLANEOUS ITEMS AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE**

ITEM NO.	DESCRIPTION	ASSET NO.	QUANTITY	PRICE PER ITEM IN S.A CURRENCY AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE :
9.	HUCK POWERIG	28006407	1 ONLY	R_____,_____ (IN WORDS)_____
10.	HUCK POWERIG S/N 21162	28006399	1 ONLY	R_____,_____ (IN WORDS)_____
11.	HUCK POWERIG S/N 33216	28006574	1 ONLY	R_____,_____ (IN WORDS)_____
12.	HUCK POWERIG S/N 21517	28006427	1 ONLY	R_____,_____ (IN WORDS)_____
13.	HUCK POWERIG S/N 21201	28006402	1 ONLY	R_____,_____ (IN WORDS)_____
14.	HUCL POWERIG S/N 21218	28006404	1 ONLY	R_____,_____ (IN WORDS)_____
15.	ELECT. DRILL 380V NO.PE FLM60 S/N 6703		1 ONLY	R_____,_____ (IN WORDS)_____
16.	WINDOW PANES		1 LOT	R_____,_____ (IN WORDS)_____
17.	MAIN INSOLATOR COMPRESSOR NO. 44579/4610		1 ONLY	R_____,_____ (IN WORDS)_____

Date : _____ Signature of Tenderer (s) : _____

TENDER 190/2/49/2008**TO PURCHASE FROM TRANSNET LTD. REDUNDANT PLANT & MACHINERY AND OTHER MISCELLANEOUS ITEMS AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE**

ITEM NO.	DESCRIPTION	ASSET NO.	QUANTITY	PRICE PER ITEM IN S.A CURRENCY AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE :
18.	CROSS CUTTING MACHINE COBSEN NO. 33004444 / 422D		1 ONLY	R _____, (IN WORDS) _____ _____
19.	ALLEN WEST ELECTRICAL BOX		1 ONLY	R _____, (IN WORDS) _____ _____
20.	ELECTRICAL BOXES		1 LOT	R _____, (IN WORDS) _____ _____
21.	ELECTRICAL BOXES		1 LOT	R _____, (IN WORDS) _____ _____
22.	ELECTRICAL BOXES		1 LOT	R _____, (IN WORDS) _____ _____
23.	ELECTRICAL BOXES		1 LOT	R _____, (IN WORDS) _____ _____
24.	ELECTRICAL MOTORS		1 LOT	R _____, (IN WORDS) _____ _____
25.	PULLEYS		1 LOT	R _____, (IN WORDS) _____ _____

Date : _____ Signature of Tenderer (s) : _____

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ITEM NO.	DESCRIPTION	ASSET NO.	QUANTITY	PRICE PER ITEM IN S.A CURRENCY AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE :
26.	BLOCK AND TACKLE		1 LOT	R _____, (IN WORDS) _____ _____
27.	JACKS		1 LOT	R _____, (IN WORDS) _____ _____
28.	PRESS MACHINE S/N 21262	28006763	1 ONLY	R _____, (IN WORDS) _____ _____
29.	STEEL LADDER		1 EACH	R _____, (IN WORDS) _____ _____
30.	STEEL BEAMS		1 LOT	R _____, (IN WORDS) _____ _____
31.	HAND BASINS & DOOR FRAMES		1 LOT	R _____, (IN WORDS) _____ _____
32.	SMALL ROLL-UP DOORS		1 LOT	R _____, (IN WORDS) _____ _____
33.	WELDING MACHINE	28007167	1 ONLY	R _____, (IN WORDS) _____ _____
34.	SUBMERSIBLE MOTOR PUMP S/N 666716		1 ONLY	R _____, (IN WORDS) _____ _____

Date : _____ Signature of Tenderer (s) : _____

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ITEM NO.	DESCRIPTION	ASSET NO.	QUANTITY	PRICE PER ITEM IN S.A CURRENCY AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE :
35.	CRACK FINDERS	28005722 28005724 28005727 28005728 28005729 28005748	6 ONLY	R_____,_____ (IN WORDS)_____
36.	HP LASER JET 8000 PRINTER	200000027816	1 ONLY	R_____,_____ (IN WORDS)_____
37.	TURF MASTER ROTARY 750 MACHINE		1 ONLY	R_____,_____ (IN WORDS)_____
38.	MATHLOID BLACK		3 ROLLS	R_____,_____ (IN WORDS)_____
39.	COMPUTORS		1 LOT	R_____,_____ (IN WORDS)_____
40.	DOORS		1 LOT	R_____,_____ (IN WORDS)_____
41.	ROCK BREAKER WITH BLACK RUBBER MAT ROOM		1 ONLY	R_____,_____ (IN WORDS)_____
42.	VARIOUS ELECTRICAL LIGHTS & ELECTRICAL MOTORS		1 LOT	R_____,_____ (IN WORDS)_____

Date : _____ Signature of Tenderer (s) : _____

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ITEM NO.	DESCRIPTION	ASSET NO.	QUANTITY	PRICE PER ITEM IN S.A CURRENCY AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE :
43.	COMPUTER TABLES		1 LOT	R _____, (IN WORDS) _____ _____
44.	WOODEN CASE SMALL		1 LOT	R _____, (IN WORDS) _____ _____
45.	WELDING MACHINE	28005685	1 ONLY	R _____, (IN WORDS) _____ _____
46.	MONO RAILS	28006342	1 LOT	R _____, (IN WORDS) _____ _____
47.	MONO RAILS	28006345	1 LOT	R _____, (IN WORDS) _____ _____
48.	JIB CRANE	28005717	1 LOT	R _____, (IN WORDS) _____ _____
49.	WELDING MACHINE	28006824	1 ONLY	R _____, (IN WORDS) _____ _____
50.	PEDISTALL DRILL	280066647	1 ONLY	R _____, (IN WORDS) _____ _____
51.	WELDING MACHINE	28005683	1 ONLY	R _____, (IN WORDS) _____ _____

Date : _____ Signature of Tenderer (s) : _____

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ITEM NO.	DESCRIPTION	ASSET NO.	QUANTITY	PRICE PER ITEM IN S.A CURRENCY AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE :
52.	WOODEN TABLES		1 LOT	R _____, (IN WORDS) _____ _____
53.	DESKS AND DRESSING TABLE		1 LOT	R _____, (IN WORDS) _____ _____
54.	WOODEN CUPBOARDS, FILLING RACK, FLOWER RACK		1 LOT	R _____, (IN WORDS) _____ _____
55.	WOODEN CUPBOARDS, FILLING DESKS		1 LOT	R _____, (IN WORDS) _____ _____
56.	WOODEN TABLE , STEEL TABLE		1 LOT	R _____, (IN WORDS) _____ _____
57.	TABLES & DESKS		1 LOT	R _____, (IN WORDS) _____ _____
58.	WOODEN DESKS		1 LOT	R _____, (IN WORDS) _____ _____
59.	TABLE & DESKS		1 LOT	R _____, (IN WORDS) _____ _____
60.	DESKS		1 LOT	R _____, (IN WORDS) _____ _____

Date : _____ Signature of Tenderer (s) : _____

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ITEM NO.	DESCRIPTION	ASSET NO.	QUANTITY	PRICE PER ITEM IN S.A CURRENCY AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE :
61.	DESKS		1 LOT	R _____, (IN WORDS) _____ _____
62.	DESKS		1 LOT	R _____, (IN WORDS) _____ _____
63.	STEEL DESKS		1 LOT	R _____, (IN WORDS) _____ _____
64.	DESK & TABLE		1 LOT	R _____, (IN WORDS) _____ _____
65.	WARDROBE		1 LOT	R _____, (IN WORDS) _____ _____
66.	COMPRESSOR	200000128342	1 ONLY	R _____, (IN WORDS) _____ _____
67.	GANTRY CRANE 5 TON BOSCH TANK	2000000129675	1 ONLY	R _____, (IN WORDS) _____ _____
68.	RAIL TROLLEY K9535005	2000000322211	1 ONLY	R _____, (IN WORDS) _____ _____
69.	RAIL TROLLEY K9135165	2000000000956	1 ONLY	R _____, (IN WORDS) _____ _____

Date : _____ Signature of Tenderer (s) : _____

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ITEM NO.	DESCRIPTION	ASSET NO.	QUANTITY	PRICE PER ITEM IN S.A CURRENCY AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE :
70.	RAIL TROLLEY K820752		1 ONLY	R_____,_____ (IN WORDS)_____
71.	RAIL TROLLEY K820760		1 ONLY	R_____,_____ (IN WORDS)_____
72.	RAIL TROLLEY K790053	20000129761	1 ONLY	R_____,_____ (IN WORDS)_____
73.	RAIL TROLLEY RT1734	200000041087	1 ONLY	R_____,_____ (IN WORDS)_____
74.	RAIL TROLLEY K820737	20000050737	1 ONLY	R_____,_____ (IN WORDS)_____
75.	RAIL TROLLEY RT1732	2000000139765	1 ONLY	R_____,_____ (IN WORDS)_____
76.	SPREADER 3M PE GS RS2		1 ONLY	R_____,_____ (IN WORDS)_____
77.	SPREADER 6M PE GS RS1		1 ONLY	R_____,_____ (IN WORDS)_____
78.	ELECTRICAL HOIST	28005783	1 ONLY	R_____,_____ (IN WORDS)_____

Date : _____ Signature of Tenderer (s) : _____

TENDER 190/2/49/2008

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ITEM NO.	DESCRIPTION	ASSET NO.	QUANTITY	PRICE PER ITEM IN S.A CURRENCY AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE :
79.	DOOR STRAIGHTENING DEVICE	28006400	1 ONLY	R _____, _____ (IN WORDS) _____ _____
80.	LOCK BOLT POWER RIG	28006421	1 ONLY	R _____, _____ (IN WORDS) _____ _____

**N.B. Tenderers are to note that it is a requirement to tender prices as requested i.e. per lot, per ton, per item etc. If not complying to this requirements, tenderers will be overlooked.
It is also a condition to tender per item and not a total price for all items**

7. SPECIAL CONDITIONS :

- 7.1 Tenderers are invited to visit the center/s where the item/s are available, at their own cost, to fully acquaint themselves of the condition thereof before submitting their tender.
- 7.2 By signing these tender documents successful tenderer/s undertake/s that any item/s bought will not be operated in the name of Transnet Ltd. subdivision as such subdivision operates under it's own registered trade mark and also undertake to change the colours and / or logos of the item/s (where in these colours) before it is put into operation.
- 7.3 The tender document must be properly witnessed and signed.
- 7.4 An option date must be furnished.
- 7.5 The complete set of tender documents must be returned.
- 7.6 Incomplete tenders may not be considered in the award of any business.
- 7.7 Failure to observe these requirements may result in the tender being overlooked.

Date : _____ Signature of Tenderer (s) : _____

TENDER 190/2/49/2008

TO PURCHASE FROM TRANSNET LTD. REDUNDANT PLANT & MACHINERY AND OTHER MISCELLANEOUS ITEMS AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE

8. PAYMENT :

8.1 The successful tenderer will be required to pay by bank deposit or transfer only, in favour of Transnet Ltd. the full tendered price/s for the plant & machinery accepted, within 7 days after the date of notification of acceptance of his tender by Transnet Ltd.

8.2 The successful tenderer will not be allowed to remove any of the above item/s before payment has been received.

Please indicate method of payment: a) Bank Deposit _____

b) Bank Transfer _____

9. INTEREST :

9.1 Attention is directed to the fact that if payment is not received within the stipulated period monthly compounded interest on all amounts payable in accordance with the payment conditions contained herein will be recovered at the prime interest rate determined by the Standard Bank of S.A, plus 1 %.

10. VALUE ADDED TAX :

10.1 Tenderers are to note that Value Added Tax ruling at the date of payment will be levied by Transnet Ltd. and will be added to the price/s quoted.

11. REMOVAL PERIOD:

11.1 The successful tenderer will be required to remove the item/s within seven (7) days after payment has been made. If the item/s are not removed within this period, it will be considered as warehoused by Transnet Ltd. and the successful tenderer will be liable for warehouse charges laid down in the Official Goods Tariff Book of Transnet Ltd.

11.2 At any time after the item/s are considered to be warehoused, Transnet Ltd. may call upon the purchaser in writing to remove the item/s within a further period specified in the notice, and if he fails to comply with the terms of the notice, Transnet Ltd. may sell the item/s on what it considers to be the best terms and out of the proceeds of the sale pay itself and if this monies are insufficient to cover the warehouse charges the purchaser shall remain liable for the balance.

12. CONDITION OF THE PLANT & MACHINERY:

12.1 Tenderers are expressly notified that the item/s are offered for sale "as is" at the centre where available and Transnet Ltd. accepts no responsibility whatsoever with respect to the accuracy of the description given in this tender or the condition of the item/s. Prospective tenderers must, therefore, satisfy themselves in regard to the description, condition working condition, etc. of the item/s tendered for, and the fact of their tendering will be regarded as an acknowledgment that this has been done.

12.2 In the event of a successful tenderer's refusal to fulfill his obligation against a tender submitted based on the argument that the description of the item/s does not comply with the article or condition thereof, such tenderer will not be entitled to rely on misrepresentation by Transnet Ltd. as it is a condition of this tender that prospective tenderers must inspect the item/s before submission of a tender.

13. PRICES SUBJECT TO CONFIRMATION:

13.1 A tender with prices subject to confirmation will not be considered.

Date : _____ Signature of Tenderer (s) : _____

TENDER 190/2/49/2008

TO PURCHASE FROM TRANSNET LTD. REDUNDANT PLANT & MACHINERY AND OTHER MISCELLANEOUS ITEMS AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE

14. ALTERATIONS MADE BY TENDERERS:

14.1 All alterations made by Tenderers to their tendered price/s prior to the submission of their tender documents must be made by deleting the incorrect figure/s and words and by inserting the correct figure/s and words against the items concerned. All such alterations must be initialed by the person who signs the tender documents. Failure to observe these requirements may result in the offer against the particular item being overlooked in the matter of the award of the business.

15. UNAUTHORIZED COMMUNICATION ABOUT TENDERS :

15.1 Tenderers may at any time prior to the closing date of the tender communicate with the Chief Procurement Officer (Procurement) **or any member of the Chief Procurement Officer (Procurement) office or any Transnet official** on any matter relating to their tender, quotation or offer, but in the absence of written authority from the Chairperson of the Spoornet

Acquisition Council, no communication on a question effecting a supply which is the subject to a tender, offer or quotation shall take place between Tenderers and **the Chief Procurement Officer (Procurement) or any member of the Chief Procurement Officer (Procurement) office or any Transnet official during the period between the closing date for receipt of the tender and the date of notification of the successful Tenderer.**

A tender in respect of which any such unauthorized communication has occurred may be disqualified.

15.2 Appointments to view the material can be made with :-

ITEM NO.	CONTACT PERSON	TELL NR.	AVAILABLE AT
1-65, 78,79, 80	Mr. Johan Erasmus Mr. Franz Botha	(041) 994-2203 (041)994-2022	WAREHOUSE 308, CUYLOR MANOR, UITENHAGE
66 & 67	Mr. Johan Erasmus Mr. Franz Botha	(041) 994-2203 (041)994-2022	DIESEL DEPOT, SWARTKOPS
68 – 75	Mr. Johan Erasmus Mr. Franz Botha	(041) 994-2203 (041)994-2022	DEAL PARTY
76 & 77	Mr. Johan Erasmus Mr. Franz Botha	(041) 994-2203 (041)994-2022	BAAKENS RIVER, PORT ELIZABETH

16. EXPORT PERMIT:

16.1 The onus will be upon tenderers who intend to export the item/s to establish from the Director General, Industries, Commerce and Tourism, Pretoria prior to the submission of their tender whether or not an export permit will be granted for the item/s purchased against this tender.

17. ACCEPTANCE OF TENDERS:

17.1 Transnet Ltd. may in its sole and unfettered discretion adjudicate upon the offers which are received pursuant to this tender, in whole or in part, as it deems necessary. Should no offer be received, which Transnet in its discretion deems acceptable in whole or in respect of any one or more of several parts, Transnet shall have the right without notice to withdraw this tender and/or decline to accept any tender. In such event, no liability of any nature will attach to Transnet. Tenderers should note that Transnet is not obliged to accept the highest or any tender, nor bound to furnish any reason for the non-acceptance of any tender or part thereof.

18. ACCEPTANCE OF TENDER PER POST / TELEFAX:

18.1 When a tenderer is notified by fax or letter of acceptance of a tender the Post Office shall be regarded as the agent of the tenderer and delivery of such notice of the Post Office.

Date : _____ Signature of Tenderer (s) : _____

Date : _____ Signature of Tenderer (s) : _____

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19. COMPLETION OF TENDER DOCUMENTS:

- 19.1 A tenderer must furnish all information requested in the tender form. Such information should not be furnished in a letter unless insufficient space is available in the tender form.
- 19.2 Failure to sign all pages of the tender or furnish information requested may result in a tender been overlooked in the matter of the award of the business.

20. NAME OF DIRECTOR/S OF COMPANIES/MEMBERS OF CLOSE CORPORATIONS OR PARTNERS OF PARTNERSHIPS:

20.1 The tenderer must disclose hereunder the full name(s) and address/es of director(s) of the company, member/s of the close corporation or partners of the partnership on whose behalf the tender is submitted.

20.2 Registration number of company/close corporation/partnership :

20.3 Date of incorporation : _____

N.B. IT IS COMPULSORY IN THE CASE OF A FEMALE DIRECTOR/MEMBER OR PARTNER TO FURNISH HER MAIDEN NAME AND IF APPLICABLE, HER PREVIOUS MARRIED NAMES :

20.4 Full name(s) of director(s)	Address/es :
_____	_____
_____	_____
_____	_____
_____	_____

20.5 Is there any family or direct relationship between any of the above-mentioned directors, members or partners and any employee of Transnet Limited ? (Delete whichever is not applicable) * YES / NO If so full particulars of such relationship should be furnished separately.

20.6 Failure to furnish all or correct information may lead to the disqualification of a tender. If the space is insufficient for all the relevant information, tenderers must furnish the required information separately.

20.7 Also see and complete Annexure “A”.

21. TENDER DOCUMENTS:

21.1 Complete sets of tender documents in respect of this tender may be obtained at the office of the Transnet Advice Centre Level 100, Carlton Centre, 150 Commissioner Street, Johannesburg or at the office of any Senior Administrator (Reverse Logistics).

22. WITHDRAWAL OF TENDERS:

22.1 If a tenderer withdraws or purports to withdraw or varies his tender within the period for which he has agreed that it shall remain open for acceptance, Transnet Ltd. will if it does not exercise its right to accept his tender notwithstanding the withdrawal or purported withdrawal, recover from him any additional expenses to which it may be put in having to call for tenders afresh or in the acceptance of any less favourable tender.

Date : _____ Signature of Tenderer (s) : _____

TENDER 190/2/49/2008

TO PURCHASE FROM TRANSNET LTD. REDUNDANT PLANT & MACHINERY AND OTHER MISCELLANEOUS ITEMS AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE

23. CEDING OF RIGHTS:

23.1 The contractor shall not cede, delegate or assign wholly or in part rights or obligations arising out of a contract nor may he enter into contracts in connection with such contracts without the written consent of Transnet Ltd. If a contractor should desire to cede, delegate or assign rights to obligations, or to enter into contracts he shall make application therefore to Transnet Ltd., and shall submit the names and addresses of the proposed contractor, and the contractor shall be responsible for insuring that such contractors as may be approved of in writing shall abide by all the terms of the contract in so far as those terms apply to them.

24. DUE FULFILMENT OF PURCHASE CONDITIONS:

24.1 If a tenderer after he has been notified of the acceptance of this tender, (i.e. after the contract has been concluded) fails to carry out the terms of the contract within the period specified by Transnet Ltd. in such case without prejudice to any other remedy which it may have, by notice to the successful tenderer cancel, as from a further date specified in such notice, the whole or any part of the contract and may proceed to accept any other tender, or if it is necessary to do so, call for tenders afresh and may recover from the defaulting contractor any additional expenses to which it has been put by reason for the calling of tenders afresh or by the acceptance of any less favourable tender, either from amongst those received in the first instance, or from amongst those received pursuant to the notice calling for tenders afresh.

24.2 The amount which may be recoverable from the tenderer or contractor in terms of these conditions may, without prejudice to any other legal remedies available to Transnet Ltd., be deducted in whole or in part from any moneys in the hands of Transnet Ltd. and due to the tenderer or contractor.

25. NOTIFICATION RE-AWARD OF BUSINESS:

25.1 In the case of tenders returnable to the Chairperson of the Tender Board, Tenderers will be formally notified of the name of the successful tenderer as soon as possible after the closing date for receipt of the tender in question. In the case of tenders returnable to any other officer of Transnet Ltd., successful tenderers shall, upon application, be furnished with similar information.

26. DAMAGE TO TRANSNET LTD. PROPERTY:

26.1 Tenderers will be liable to make good any damage which may be caused to Transnet Ltd. property by them. their servants or agents whilst upon Transnet Ltd. property, whether or not such damage is due to negligence on the part of such servants or agents and they further indemnify Transnet Ltd. against liability for any loss of or damage to property whether belonging to them, their servants or agents or any third party or for the death of or injury to any person, which may either directly or indirectly be caused or arise out of the handling or removal of the item/s purchased or the presence of such property or person on Transnet Ltd. property.

27. LAW GOVERNING CONTRACT:

27.1 The law of the Republic of South Africa shall govern the contract created by the acceptance of a tender and the domicilium citandi et executandi shall be at a place in South Africa to be specified by the tenderer in his tender at which all legal processes may be served on the tenderer who shall agree to submit to the jurisdiction of the South African courts. Foreign tenderers shall, therefore, state in their covering letter the name of their accredited agent in South Africa duly appointed to act on their behalf in all matters relating to any contract which may result from the acceptance of their tender.

28. NOTICES TO CONTRACTORS :

28.1 Every notice in writing to be given to a contractor may be posted to his usual or last known address, or to his agent or to the domicilium chosen in terms of the contract, and such posting shall be deemed good service of such notice, and the time mentioned in these conditions or in the documents annexed for doing any act after notice shall be reckoned for the time from posting the notice.

Date : _____ Signature of Tenderer (s) : _____

TENDER 190/2/49/2008

TO PURCHASE FROM TRANSNET LTD. REDUNDANT PLANT & MACHINERY AND OTHER MISCELLANEOUS ITEMS AS AND WHERE AVAILABLE AT WAREHOUSE 308, CUYLOR MANOR, UITENHAGE

29. PRICE NEGOTIATIONS :

29.1 Transnet Ltd. reserves the right to negotiate prices, any commercial or other aspects contained herein after the closing date of this tender.

30.1 ADVERTISING MEDIUM

30.1 Tenderers are requested to please indicate the advertising media utilized in obtaining tender information about this tender as well as preferred advertising medium (should Transnet not have utilized that medium) :

MEDIA UTILISED : _____

PREFERRED MEDIA : _____

PERSONAL CONTACT : _____

31. ADJUDICATION CRITERIA

- Highest price per ton based on Transnet benchmark**
- BBBEE rating**

Date : _____ Signature of Tenderer (s) : _____

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 who share these same values. Transnet will endeavour to do business with local business enterprises that possess a BBBEE "recognition level" of **at least a level 5**. Transnet urges Tenderers (large enterprises and QSE's - see below) to have themselves accredited by any one 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)**.

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

Enterprises will be rated by such agency based on the following:

1. Large Enterprises (i.e. annual turnover >R35million):

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

2. Qualifying Small Enterprises – (QSE) (i.e. annual turnover >R5million but <R35million):

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

NB:

3. Emerging Micro Enterprises – (EME) (i.e. 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 provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% from the EME's Auditor/Accounting Officer.

In addition to the above, Tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their tenders 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 sub-contractor/s, as well as a breakdown of the distribution of the aforementioned percentage must also be furnished

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 systems will be utilized where BBBEE will count out of 20 or 10 respectively in the evaluation process.

Date : _____ Signature of Tenderer (s) : _____

**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.**

Turnover : Kindly indicate your company's annual turnover for the past year R_____

- If annual turnover <R5m, please attach confirmation from your Auditor/Accounting Officer
- If annual turnover >R5m please attach accreditation certificate and detailed scorecard by an
- ABVA accreditation agency (registered as a "Full Member")

Date : _____ Signature of Tenderer (s) : _____



SUPPLIER DECLARATION FORM (SDF)

Important: Please note that it is mandatory to complete this form. Failure to do so may result in disentanglement 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			
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)*

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

SDF Page 1 of 6

Date : _____ Signature of Tenderer (s) : _____

Section 2

2.1 BBBEE INFORMATION

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

YES

NO

2.1.2 If YES by whom was it done?

Rating Agency

Self Assessment

Consultant

Auditor

Other

2.1.3 % Of BEE Ownership

A – 91-100%

B – 81-90%

C – 71-80%

D – 61-70%

E – 51-60%

F – 41-50%

G – 31-40%

H – 21-30%

I – 1-10%

K – 0%

P – Parastatals

Z – Internal Vendors

% Of Black Women Ownership

A – 91-100%

B – 81-90%

C – 71-80%

D – 61-70%

E – 51-60%

F – 41-50%

G – 31-40%

H – 21-30%

I – 1-10%

K – 0%

% Of Disabled Ownership

A – 91-100%

B – 81-90%

C – 71-80%

D – 61-70%

E – 51-60%

F – 41-50%

G – 31-40%

H – 21-30%

I – 1-10%

K – 0%

2.1.4

EME (T/O of <R5M)

Yes

No

QSE (T/O of > R5M but <R35M)

Yes

No

Large Enterprise (T/O of >R35M)

Yes

No

2.1.5

Majority Race Ownership

B – Black

W – White

C – Coloured

A – Indian

2.1.6	BBBEE Contribution Level	BBBEE Score	BBBEE Recognition level	Mark with "X"
	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.

SDF Page 2of 6

Date : _____ Signature of Tenderer (s) : _____

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; 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	
-----	--	-------	--	------	--

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

2.2.6 Where are your operating/distribution centres situated *

Date : _____ Signature of Tenderer (s) : _____

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? *		
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

3.1.2	If Yes state its previous name: *
Registered Name	<input type="text"/>
Trading Name	<input type="text"/>

3.1.3	Who were its previous owners / partners / directors?*	
SURNAME & INITIALS	ID NUMBERS	
<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	

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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

3.1.5	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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

3.1.6	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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date : _____ Signature of Tenderer (s) : _____

3.2 VENDOR OWNERSHIP DETAIL*(Please tick as applicable)* (* - Minimum requirements)

3.2.1	How many personnel does the firm employ? *					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

3.2.2	In terms of above kindly provide numbers on women and disabled personnel? *					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

3.2.3	Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *			
	SURNAME	INITIALS	DESIGNATION	TELEPHONE 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)?		
YES		NO	

3.2.5	Is your company a recipient of Enterprise Development Contributions?*		
YES		NO	

3.2.6	May the above mentioned information be shared and included in Transnet Supplier Database for future reference? *		
YES		NO	

3.2.7	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? *		
YES		NO	

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						

3.2.10	Are any of your members/shareholders/directors ex employees of Transnet?		
YES		NO	

Date : _____ Signature of Tenderer (s) : _____

3.3 REQUIRED VENDOR FORMS

KINDLY ENSURE THAT THE FOLLOWING DOCUMENTATION IS ATTACHED: -		YE S	N O
*	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		
*	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 Commissioner 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 authorised to complete and sign these documents on behalf of the firm/ organisation and that the information furnished is 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 one 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: _____

COMMISSIONER OF OATH:

Name: _____

Signature: _____

Date: _____

Telephone No: _____

Address: _____

Date : _____ Signature of Tenderer (s) : _____

Date : _____ Signature of Tenderer (s) : _____