



## TENDER NOTICE

190/2/56/2008



### EASTERN CAPE REGION

TO PURCHASE FROM TRANSNET LTD.  
REDUNDANT / SCRAP NG WAGONS AS AND WHERE AVAILABLE IN  
THE EASTERN CAPE REGION

ISSUE DATE: 29 July 2008

CLOSING DATE: 19 August 2008

OPTION DATE: 30 October 2008

SITE MEETINGS WILL BE HELD AS FOLLOWS:

EASTERN CAPE REGION:

(HUMEWOOD DIESEL DEPOT, PORT ELIZABETH) ON WENSDAY 6 AUGUST AT 10H00.

**TENDER 190/2/56/2008**

**TO PURCHASE FROM TRANSNET LTD. REDUNDANT / SCRAP NG WAGONS AS  
AND WHERE AVAILABLE IN THE EASTERN CAPE REGION**

**PAGE ONE**

**SUBMITTED BY**

: \_\_\_\_\_  
\_\_\_\_\_

**1. RETURN OF TENDERS**

1.1 THIS TENDER CLOSSES PUNCTUALLY AT 10H00 ON 2008-08-19.

1.2 LATE TENDERS WILL NOT BE CONSIDERED AND TENDERS DELIVERED TO ANY ADDRESS OR DEPOSITED IN ANY BOX OTHER THAN THAT STIPULATED HEREIN WILL BE REGARDED AS LATE TENDERS AND WILL CONSEQUENTLY BE RETURNED TO TENDERERS.

1.3 TENDERS (IN TRIPLICATE) MUST BE ENCLOSED IN A SEALED ENVELOPE WHICH IS TO BE ENDORSED WITH THE WORDS  
"TENDER 190/2/55/2008: TO PURCHASE FROM TRANSNET LTD. REDUNDANT CLASS 32-000 DIESEL LOMOTIVES AS AND WHERE AVAILABLE AT DANSKRAAL: CLOSING DATE: 2008-08-19".

1.4 Tenders must reach the Chairman Transnet Tenders., before the closing time. An envelope must **NOT** contain documents relating to any tender other than that shown on the envelope.

1.5 If posted, the envelope must be addressed to The Chairperson, Transnet Freight Rail Acquisition Council, P.O. Box 4244 , Johannesburg 2000 and must be despatched in time for sorting by the Post Office into P.O.Box 4244, before the closing time. If a tender is received late, the tenderers franking machine impression will not be accepted as proof that the tender was posted in time.

1.6 If delivered by hand, the envelope must be addressed to The Chairperson, Freight Rail Acquisition Council, Ground Floor. Injanda House, 21 Wellington Road, Parktown, Johannesburg, 2001 and handed in at that address before the closing time during the official office hours, i.e. Tuesday 2008-08-19 at 10:00.

1.7 NO FACSIMILE TENDERS WILL BE CONSIDERED.

1.8 LATE TENDERS WILL NOT BE CONSIDERED.

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

**Fax: 0800 007 788**

**All information received will be treated with the utmost confidentiality**

Date : \_\_\_\_\_ Signature of Tenderer (s) : \_\_\_\_\_

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## TENDER 190/2/56/2008

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#### 2. VALIDITY PERIOD:

2.1 Transnet Ltd., desires a validity period up to 31 January 2007 against this tender. It should be noted that tenderers may

offer an earlier validity period, but that their tenders may, in that event, be disregarded for this reason.

2.2 Should Tenderers be unable to comply with this validity period, an alternative validity period may be offered hereunder:

2.3 This tender holds good until \_\_\_\_\_ (State alternative validity period).

DATE: \_\_\_\_\_ SIGNATURE OF TENDERER(S) : \_\_\_\_\_

TEL.NO \_\_\_\_\_ ADDRESS: \_\_\_\_\_

FAX NO: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

#### 3. NOTE : PURELY FOR THE INFORMATION OF TENDERERS :

3.1 This tender form was issued on 29 July 2008 by the office of the Chief Procurement Officer (Procurement), 33<sup>rd</sup> Floor,

Carlton Centre, 150 Commissioner Street, Johannesburg (tel. no. (012) 842-5057 Mr. E.Smit), where any additional information may be obtained.

#### 3.2 INFORMATION SERVICE TO TENDERERS REGARDING THE COMPLETION OF TENDER DOCUMENTS.

An information official is available on the 33<sup>rd</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg to be of guidance to prospective Tenderers experiencing problems with the completion of this tender document.

Appointments can be made with Mr. E.Smit  
tel. no. (012) 842-5057, Cell: 083 390 9420.

**Technical and related matters may be discussed with Mr. Dewald Swanepoel  
Cell No. 083 258 6110.**

#### 3.3 SCHEDULE OF DOCUMENTS.

#### 3.4 ANNEXURE A: Tender Declaration Form.

**( Must be duly completed and submitted with this tender irrespective if it was previously submitted)**

Date : \_\_\_\_\_ Signature of Tenderer (s) : \_\_\_\_\_

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**4. TENDERER'S UNDERTAKING:**

4.1 I/We \_\_\_\_\_ of \_\_\_\_\_

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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 ;
- iv) Conditions of Specification E7/1; 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.

Date : \_\_\_\_\_ Signature of Tenderer (s) : \_\_\_\_\_

## 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.

**5.2 Tenderers must indicate hereunder whether they will have any objection to their tender prices and conditions being made available to other contenders after award of the business. (In event of a request being received in terms of the Promotion of Access to Information Act 2000)**

YES : \_\_\_\_\_

NO : \_\_\_\_\_

SIGNATURE OF TENDERER(S) : \_\_\_\_\_

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

\_\_\_\_\_

WITNESS : \_\_\_\_\_

1) \_\_\_\_\_ TELEPHONE NO : \_\_\_\_\_

2) \_\_\_\_\_ FAX NO : \_\_\_\_\_

DATE : \_\_\_\_\_

Date : \_\_\_\_\_ Signature of Tenderer (s) : \_\_\_\_\_

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**6. SCHEDULE OF MATERIAL AND PRICING:**

**SEE ATTACHED ANNEXURE "C"**

**7. PRICE BASIS:**

**7.1 It will be a condition of any contract awarded as a result of this tender that the tendered price will remain firm for the duration of the contract.**

**8. SPECIAL CONDITIONS:**

**8.1** The tender document must be properly witnessed and signed.

**8.2** An option date must be furnished.

**8.3** The complete set of tender documents must be returned.

**8.4** Incomplete tenders will not be considered in the award of any business. Failure to observe these requirements will result in the tender being overlooked.

**8.5** The successful tenderer will be responsible for the safe removal of the wagons on either rail/road trucks for the transportation to their desired destination. It is to be noted that these wagons cannot be moved on rail as they are no longer "road worthy".

**8.6** Tenderers are invited to visit the sites at their own cost, to fully acquaint themselves regarding the location, conditions etc. at the sites where the wagons are staged, must be undertaken before submitting their tender. The fact of them tendering will be regarded as an acknowledgement that this has been done.

**8.7** Site meetings will be held as follows and tenderers are urged to attend this meeting to clarify all technical and commercial related issues.

**EASTERN CAPE REGION (HUMEWOOD DIESEL DEPOT, PORT ELIZABETH) on WENSDAY 6 AUGUST 2008 at 10H00.**

**N.B Tenderers are to note that if the site meetings are not attended their tender will not be considered.**

**8.9** If 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).

**8.10** Cutting operations shall be carried out in such a manner that fires do not occur. Fire fighting equipment is to be available at all times at the work sites to prevent fires.

**8.11** All high voltage lines are to be regarded as alive at all times. Cutting operations may not be carried out closer than twenty metres from any high voltage line.

**8.12** All rail lines are to be regarded as operational at all times. Special permission must be obtained to facilitate cutting operations on Transnet premises.

Date : \_\_\_\_\_ Signature of Tenderer (s) : \_\_\_\_\_

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##### Special Conditions (Continue)

**8.13** 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. Site rehabilitation will be required to clear oil spillage and waste. Related costs must be included in the tendered price.

**8.14** The tender provides for the purchasing of NG Wagons as and where staged in the Eastern Cape Region.

*8.15 Insurance against accidents and 3<sup>rd</sup> party loss will be for the successful tender's account.*

*8.16 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.*

**8.17** 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

**8.18** 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.

**8.19** 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.

**8.20** All equipment and staff used in the operations must comply with the regulations as stipulated by the industry. Verification in this regard is required.

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**9. THE SUCCESSFUL TENDERER WILL, AT HIS OWN COST, BE RESPONSIBLE FOR/TO:**

9.1 Provision of all necessities such as power, gas, own transportation for employees to cutting sites, loading facilities, site establishment costs, loading / removal equipment etc.

9.2 Provide fire fighting equipment on sites to prevent fires if wagons are cut up on site.

9.3 Provide own living quarters (if necessary), toilet and washing facilities, clean drinking water, etc. for his labourers.

9.4 Clean up and remove all debris from the sites at his own cost at the end of the contract.

9.5 Keep the sites in a neat and safe condition at all times. If the site is considered to be unsafe and untidy Transnet reserves the right to stop the cutting operation until the situation is rectified by the successful tenderer.

**10. REMOVAL PERIOD:**

10.1 Tenderers are to indicate their removal period per wagons i.e. your capacity: \_\_\_\_\_ (days, weeks)

Date : \_\_\_\_\_ Signature of Tenderer (s) : \_\_\_\_\_

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##### **11. PAYMENT:**

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

11.2 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"

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

##### **12. VALUE ADDED TAX:**

12.1 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.

##### **13. PRICES SUBJECT TO CONFIRMATION:**

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

##### **14. INTEREST:**

14.1 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 %.

##### **15. ALTERATIONS MADE BY TENDERERS:**

15.1 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.

Date : \_\_\_\_\_ Signature of Tenderer (s) : \_\_\_\_\_

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#### **16. COMMUNICATION BETWEEN TRANSNET AND THE TENDERER:**

16.1 **Before the closing date** stipulated in the tender, tenderers may communicate on in writing with Mr. M van Rooyen on any matter relating to the tender.

16.2 However, **after the closing date**, communication between tenderers, communication between tenderers and Transnet is not permitted, and Tenderers are warned that a tenderer will be liable to disqualification should any attempt be made by a tenderer, either directly or indirectly, to canvas any officer(s) or employees of Transnet Ltd. in respect of a tender, between the **closing date and the date of the award**.

#### **17. CONDITION OF THE MATERIAL:**

17.1 Tenderers are expressly notified that the wagons are offered "as is" at the center/s 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 Wagons. Prospective tenderers must, therefore, satisfy themselves in regard to the description, condition, model, etc. of the wagons tendered for, and the fact of their tendering will be regarded as an acknowledgement that this has been done.

17.2 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 wagons 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 wagons before submission of a tender.

#### **18. REMOVAL PERIOD:**

18.1 The successful tenderer will be required to remove the wagons within the period as tendered per clause 10. If the wagons 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.

18.2 At any time after the wagons are considered to be warehoused, Transnet Ltd. may call upon the purchaser in writing to remove the wagons 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 wagons 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.

#### **19. EXPORT PERMIT:**

19.1 The onus will be upon tenderers who intend to export the wagons 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 wagons purchased against this tender.

#### **20. ACCEPTANCE OF TENDERS:**

20.1 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.

Date : \_\_\_\_\_ Signature of Tenderer (s) : \_\_\_\_\_

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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.

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**21. ACCEPTANCE OF TENDER PER POST / TELEFAX:**

21.1 When a tenderer is notified by telegram / telefax 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 or fax transmission report shall constitute delivery to the tenderer.

**22. COMPLETION OF TENDER DOCUMENTS:**

22.1 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.

22.2 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.

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

23.1 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.

23.2 Registration number of company/close corporation/partnership:

23.3 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:

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

23.5 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.

23.6 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.

**23.7 Also see and complete Annexure "A". (Compulsory)**

Date : \_\_\_\_\_ Signature of Tenderer (s) : \_\_\_\_\_

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#### **24 TENDER DOCUMENTS:**

24.1 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 (Procurement)

#### **25. WITHDRAWAL OF TENDERS:**

25.1 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.

#### **26. CEDING OF RIGHTS:**

26.1 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.

#### **27. DUE FULFILMENT OF CONTRACT CONDITIONS:**

27.1 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.

27.2 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.

#### **29. NOTIFICATION RE-AWARD OF BUSINESS:**

29.1 In the case of tenders returnable to the Chairman 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.

#### **30. DAMAGE TO TRANSNET LTD. PROPERTY:**

30.1 Tenderers will be liable to make good any damage which may be caused to Transnet Ltd. property by them, their servants or agents whilst on 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

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arise out of the cutting or handling of the rolling stock or the presence of such property or person on Transnet Ltd. property.

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#### **31. LAW GOVERNING CONTRACT:**

31.1 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.

#### **32. NOTICES TO CONTRACTORS:**

32.1 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.

#### **33. PRICE NEGOTIATIONS:**

33.1 Transnet Ltd. reserves the right to negotiate prices, any commercial or other aspects contained herein after the closing date of this tender. However, tenderers are requested to tender their best prices when submitting their tenders.

33.2 **N.B.** It must not be taken for granted that price negotiations are a foregone conclusion, therefore, it is imperative that tenderers tender their best prices.

#### **34.1 ADVERTISING MEDIUM**

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

MEDIA UTILISED : \_\_\_\_\_

PREFERRED MEDIA : \_\_\_\_\_

PERSONAL CONTACT : \_\_\_\_\_

#### **35. ADJUDICATION CRITERIA**

35.1 The following criteria will be used in the adjudication process and prospective tenderers should stipulate their compliance in a covering letter. Prospective tenderers must ensure that their responses are aligned to the evaluation criteria below and information clearly furnished where requested to do so.

- ☐ **Highest price per ton based on Transnet benchmark**
- ☐ **Best proposal on safety, environment and risks**
- ☐ **Agreement to special condition of sale**
- ☐ **BBBEE rating**

Date : \_\_\_\_\_ Signature of Tenderer (s) : \_\_\_\_\_

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## TO PURCHASE FROM TRANSNET LTD. REDUNDANT / SCRAP NG WAGONS AS AND WHERE AVAILABLE IN THE EASTERN CAPE REGION

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### 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](http://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) : \_\_\_\_\_

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**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)	



## 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 2 of 6

Date : \_\_\_\_\_ Signature of Tenderer (s) : \_\_\_\_\_

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**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)

<b>2.2.1</b>	<b>Type of Firm: *</b>		
Partnership		Sole Trader	
Close Corporation		Company (Pty) Ltd	
Other (specify)			

<b>2.2.2</b>	<b>Indicate the business sector in which your company is involved/operating: *</b>		
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?			

<b>2.2.3</b>	<b>Credit Controller's Details</b>	
Credit Controller's Name		
Credit Controller's Contact Number		

<b>2.2.4</b>	<b>How would you prefer to receive Remittance advices?</b>				
Fax		Email		Post	

<b>2.2.5</b>	<b>What is your company's annual turnover (excluding VAT)? *</b>								
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

<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? \*

YES		NO	
-----	--	----	--

#### 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

#### 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

#### 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

### 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>						

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

<b>3.2.4</b>	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>	

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

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

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

<b>3.2.8</b>	If yes (above) kindly provide the following information:					
	<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>3.2.9</b>	In terms of above kindly provide numbers on woman 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>						

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

Date : \_\_\_\_\_ Signature of Tenderer (s) : \_\_\_\_\_

### 3.3 REQUIRED VENDOR FORMS

KINDLY ENSURE THAT THE FOLLOWING DOCUMENTATION IS ATTACHED: -		YES	NO
*	Cancelled Cheque <b>or</b> an original letter from the bank verifying banking details ( <b>containing an official bank stamp</b> )		
*	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) : \_\_\_\_\_

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Date : \_\_\_\_\_ Signature of Tenderer (s) : \_\_\_\_\_

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