

T F R, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION No: BLE/52443

**SUPPLY OF CELLULAR TELEPHONE SERVICES FOR ON-BOARD THE BLUE
TRAIN**

ISSUE DATE: 20 August 2013

CLOSING DATE: 03 September

CLOSING TIME: 10:00

SCHEDULE OF DOCUMENTS

SUPPLY OF CELLULAR TELEPHONE SERVICES FOR ON-BOARD THE BLUE TRAIN

Section

- 1. Notice to Bidders**
- 2. Quotation Form**
- 3. Vendor application Form**
- 4. Standard Term and Conditions for the supply of Goods or services to Transnet**
- 5. General Bid Conditions – Appendix (i)**
- 6. Standard term and conditions of contract (services) Appendix (ii)**

Annexures:

Annexure A – Project Specifications

Section 1**NOTICE TO BIDDERS**

Quotations are requested from interested companies, close corporations or enterprises (hereinafter referred to as the "Respondent(s) to supply the above-mentioned to Transnet.

Quotations must reach the Secretary, 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:

RFQ No. : BLE/52443
Description : Supply of cellular telephone services for on-board The Blue Train

Closing date : 03 September 2013
Closing time : 10:00

DELIVERY INSTRUCTIONS FOR THIS RFQ

If posted, the envelope must be addressed to the Secretary, Acquisition Council, P.O. Box 2986, Bellville, 7535, and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.

If delivered by hand, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Transnet Park Building, Modderdam road, Bellville, and should be addressed as follows:

**THE SECRETARY
ACQUISITION COUNCIL
TRANSNET PARK BUILDING
MODDERDAM ROAD
BELLVILLE**

It should also be noted that the above tender box is located at the main entrance in the foyer and is available 24/7.

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: **The RFQ document may be posted, emailed and/or courier.**

CLOSING VENUE: Transnet Park Building, Modderdam road, Bellville

EMAIL ADDRESS: Carol.swan@transnet.net (If using email, only email Section 2 – Quotation form plus all documents listed under Returnable Documents”

1 Responses to RFQ

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

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

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

2.1 B-BBEE Scorecard and Rating

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

- Proposals will be evaluated on price which will be allocated 80 points and preference which will be allocated 20 points, dependent on the value of the Services
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFP will be cancelled.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- a) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- b) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

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

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

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

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

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

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

Transnet will accordingly allocate a maximum of **20 [twenty] points** in accordance with the **80/20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating.

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

[Refer Section 3, Vendor Application Form, for Returnable Documents required]

3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Mrs Nonceba Magazi-Qelile

Email: Nonceba.magazi-qelile@transnet.net

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Nonceba Magazi-Qelile on any matter relating to its RFQ response:

Telephone 021 940-3827

4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

5 VAT Registration

The valid VAT registration number must be stated here: _____ *[if applicable].*

6 Legal Compliance

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

7 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

8 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 Binding Offer

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

12 Disclaimers

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

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

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

I/We _____ do hereby certify that *I/we have/have not been* found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

13 Evaluation Criteria

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

- Administrative responsiveness - Completeness of response and returnable documents
- Technical Compliance to specification /
 1. Compliance to Specification (20%);
 2. Letter of Good Standing (10%);
 3. Technical resources (10%);
 4. BBBEE Status of company (20%);
 5. Local Supplier (20%)
 6. References / previous performance record (20%)
- Weighted evaluation based on 80/20 preference point system:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

<i>Ps</i>	=	Score for the Bid under consideration
<i>Pt</i>	=	Price of Bid under consideration
<i>Pmin</i>	=	Price of lowest acceptable Bid

- B-BBEE status of company

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

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

14 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

15 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

16 Acts to Comply with

Tenderers must observe and ensure compliance with all requirements and obligations as set out in the Labour Legislation of South Africa, *inter alia*, the following

- 10.1 Skills Development Act, 97 of 1998 ("SDA");
- 10.2 Employment Equity Act, 55 of 1998 ("EEA");
- 10.3 Basic Conditions of Employment Act, 75 of 1997 ("BCEA");
- 10.4 Labour Relations Act, 1995 ("LRA");
- 10.5 Occupational Health and Safety Act, 85 of 1993 ("OHSA"); and
- 10.6 Compensation for Occupational Injuries and Diseases Act No 130 of 1993 ("COIDA").

The tenderer must comply with all labour acts, especially Basic Conditions of Employment Act, 1997 (no working of double shifts etc.).

17 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

- a) Respondents are required to submit with their Quotations the **Returnable Documents**, as detailed below.

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
• Original cancelled cheque or bank verification of banking details	
• Certified copies of IDs of shareholder/directors/members [as applicable]	
• Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
• Certified copy of share certificates [CK1/CK2 if C.C.]	
• Entity's letterhead	
• Certified copy of VAT Registration Certificate [RSA entities only]	
• Certified copy of valid Company Registration Certificate [if applicable]	
• Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]	
Letter of Good Standing - issued by the Compensation Commissioner	
Statement of work (s) successfully carried out by tenderer (Annexure B)	

Section 2
QUOTATION FORM

I/We _____

Confirm we have read and understand the requirements and hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

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

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

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

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

Item	Description	Total Cost per month excl. VAT
01	The supply of cellular telephone services for on-board The Blue Train.	

Commencement Date of Service – 01 October 2013

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Validity Period

Transnet desires a validity period of 60 [thirty] days from the closing date of this RFQ.

This RFQ is valid until _____.

Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES NO

Section 3
VENDOR APPLICATION FORM

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

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

Section 4

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods or services specified in the Order [collectively, the **Products**] from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

18 CONFORMITY WITH ORDER

Products/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Products/Services shall be fit for their purpose and of satisfactory quality.

19 DELIVERY AND TITLE

19.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.

19.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

19.3 If on delivery, the Products/Services do not conform to the Order, Transnet may reject the Products/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

20 PRICE AND PAYMENT

20.1 Prices specified in an Order cannot be increased. Payment for the Products/Services shall be made by Transnet against an original undisputed invoice(s) [a **Tax Invoice**], supporting documentation

and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

- 20.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorized additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

21 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products/Services or any written material provided to Transnet relating to any Products/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Products; or
- b) modify or replace the Products/Services so that they become non-infringing,

provided that in both cases the Products/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Products/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Products/Services after Supplier's/Service Provider's prior written request to remove the same.

22 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

23 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Products in connection with any publicity without Transnet's prior written consent.

24 TERMINATION OF ORDER

- 24.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.
- 24.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 24.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 24.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

25 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

26 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Products/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

27 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the winding up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

28 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

29 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

30 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

31 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 21, 22, **Error! Reference source not found.**, 23 and 26. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

32 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

Section 5

General Bid Conditions - Appendix (i)

The Appendix (i) is not attached, this document is available on request.

Section 6

Standard terms and conditions of contract (services) – Appendix (ii)

The Appendix (ii) is not attached; this document is available on request.

ANNEXURE B

Failure to complete this page will render your Quote invalid

STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY TENDERER

Tenderers are to advise where they have successfully completed or are currently engaging in similar projects for the last twelve (12) months.

Service Description	For whom done / Name of Company	Period	Contact Person and telephone number.

Respondent's Signature

Date & Company Stamp

ANNEXURE A

1. Service

To provide messaging services elected by The Blue Train, i.e. SMS Uniserver which is a feature rich SMS solution that functions as a stand-alone server with modems or as a gateway with blinds.

2. Service Inclusions

The rights granted to The Blue Train by the preferred supplier to use the software at The Blue Train premises detailed in the technical specification which software shall be installed.

- 2.1 A fixed monthly service fee for the software
- 2.2 A fixed rental fee per modem onsite
- 2.3 A fixed rate per SMS sent as stipulated in the agreement .
- 2.4 Remote maintenance support, either telephonically or using the web-based support tool
- 2.5 Providing and supplying upgrades to any provisioning or configuration software as and when deemed appropriate by The Blue Train
 - i) The Supplier must render services in accordance with the following at its prevailing rates for such services, at the time and when such services are rendered:
 - 2.5.1 the sending of SMSs in excess of the maximum set out in Technical Specification, if such a maximum is set out
 - 2.5.2 maintenance of the equipment where software and/or applications other than the software are installed on the equipment.

3. The supplier's obligations for SMS Uniserver to The Blue Train

- 3.1 offer The Blue Train one free training session on the day of installation for up to 4 hours in duration, if the installation is done remotely, then the initial training will be offered remotely too.
- 3.1 provide The Blue Train with one training manual on the day of installation if training is done live, or with a soft copy if the training is done remotely.
- 3.3 investigate written complaints verified by factual data on behalf of The Blue Train.



The management services which will be agreed upon to be installed on site should carry all legs of traffic as follow:

- Local
- National
- Mobile
- International

The supplier must pro-actively monitor usage/non usage, overflow traffic and uptime to ensure projected savings are achieved.

- supply and maintenance of equipment
- all hardware and software upgrades
- comprehensive reporting showing savings per port
- insurance on equipment supplied by the supplier

4. Managed Services

The supplier will provide “manage services” to The Blue Train. “Managed services” refers to a combination of two or more of the following:

- 4.1 the “Cellular Callsaver service”, meaning the least cost routing service provided by the customer in terms of which fixed to mobile calls originating and terminating in the Republic are transmitted over a PLMN rather than over a PSTN;
- 4.2 the “Global Dial service”, meaning the least cost routing service provided by the supplier to the customer in terms of which international calls originating inside the Republic and terminating outside the Republic are routed to their destination using least cost routing technology; and/or
- 4.3 The “National Callsaver service” meaning the least cost routing service provided by the supplier to the customer in terms of which national long distance calls originating and terminating in the Republic are transmitted over the PLMN rather than over a PSTN