

**Transnet Freight Rail**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No CRAC-ESS-22526**

**FOR THE SUPPLY AND DELIVERY OF PROCESSED AND FROZEN FOOD AT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEEN AT PARKTOWN ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF SIX (06) MONTHS.**

<b>FOR DELIVERY TO</b>	<b>:INYANDA HOUSE 2, 15 GIRTON ROAD PARKTOWN AND ESSELENPARK SCHOOL OF RAIL CAMPUS ROAD P91-1, OFF THE R25 ESSELENPARK KEMPTON PARK</b>
<b>ISSUE DATE</b>	<b>: 16 SEPTEMBER 2016</b>
<b>CLOSING DATE</b>	<b>: 27 SEPTEMBER 2016</b>
<b>CLOSING TIME</b>	<b>: 10:00 AM</b>
<b>CLOSING VENUE</b>	<b>: GROUND FLOOR TENDER BOX, 21 WELLINGTON ROAD, PARKTOWN.</b>
<b>BID VALIDITY PERIOD</b>	<b>: 02 FEBRUARY 2017</b>

**ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL & COPY IN ONE ENVELOPE  
IT MUST BE INSCRIBED ON THE OUTSIDE WITH THE TENDER NUMBER AND CLOSING DATE.**

## Section 1

### NOTICE TO BIDDERS

#### 1 Invitation to bid

DESCRIPTION	Supply And Delivery Of Processed And Frozen Food At Esselenpark Campus And Inyanda House 2 Canteen At Parktown On An "As And When Required Basis" For A Period Of Six (06) Months												
BID FEE AND BANKING DETAILS	<p>A Bid fee of <b>R250</b> [inclusive of VAT] per set is applicable, if the RFQ is to be collected from the Transnet Freight Rail Tender Office.</p> <p>Payment is to be made as follows:</p> <table><tr><td>Account Name</td><td>:</td><td>Transnet Freight Rail</td></tr><tr><td>Account</td><td>:</td><td>Standard Bank</td></tr><tr><td>Account number</td><td>:</td><td>203158598</td></tr><tr><td>Branch code</td><td>:</td><td>004805</td></tr></table> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.</p>	Account Name	:	Transnet Freight Rail	Account	:	Standard Bank	Account number	:	203158598	Branch code	:	004805
Account Name	:	Transnet Freight Rail											
Account	:	Standard Bank											
Account number	:	203158598											
Branch code	:	004805											
INSPECT / COLLECT DOCUMENTS FROM	<p>This bid may be downloaded free of charge directly from the Transnet Freight Rail tender website at; <a href="http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx">http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</a></p> <p>Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and the tender document may be collected between <b>09:00</b> and <b>15:00</b> from <b>[16 September 2016]</b> until <b>[26 September 2016]</b>.</p> <p>This RFQ may be picked up from the following address: <b>RECEPTION, TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG</b></p>												
BRIEFING SESSION	A formal briefing session <u>will not be held</u> but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 4 [Communication] below:												
CLOSING DATE	<p><b>10:00 on Tuesday 27 September 2016</b></p> <p>This tender shall close punctually at the following address: <b>The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001.</b></p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>												
VALIDITY PERIOD	<p><b>90 Business Days from Closing Date.</b></p> <p><b>End of validity period: 02 February 2017.</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>												
SPECIAL CONDITIONS	<p>Bidders are to note that this bid may also be downloaded directly from the Transnet Freight Rail tender website free of charge. If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by <b>[26 September 2016]</b> by sending an email with their contact details to the following address: <a href="mailto:Anthonie.Erasmus@transnet.net">Anthonie.Erasmus@transnet.net</a>. This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond.</p> <p><b>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.</b></p>												

## 2 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.

### 3 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. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.**

## 4 Communication

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.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Brenda Baloyi

Email: Brenda.baloyi@transnet.net

Telephone: 011 584 0662

Respondents may also, at any time after the closing date of the RFQ, communicate the following individuals on any matter relating to its RFQ response:

<b>Name</b>	<b>Email address</b>	<b>Telephone</b>	<b>Fax</b>
Lolo Sokhela	<a href="mailto:Lolo.sokhela@transnet.net">Lolo.sokhela@transnet.net</a>	011 544 9494	011 774 9186
Thuli Mathebula	<a href="mailto:Thuli.mathebula@transnet.net">Thuli.mathebula@transnet.net</a>	011 544 9497	011 774 9129

## 5 Legal Compliance

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

## 6 Changes to Quotations

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

## 7 Pricing

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

**8 Prices Subject to Confirmation**

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

**9 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.

**10 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:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ;  
or
- make no award at all.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

## 11 **Specification/Scope of Work**

**Specifications for The Supply and Delivery Of Processed And Frozen Food At Esselenpark Campus And Inyanda House 2 Parktown On An "As And When Required Basis" For A Period Of Six (06) Months.**

### 1. **Specifications (Esselenpark)**

#### 1.1 **Processed and Frozen Food**

<b>Item</b>	<b>Description</b>
1.1.1	Bacon Shoulder
1.1.2	Rolled Chicken Sliced
1.1.3	Hickory Ham Sliced
1.1.4	Pastrami Sliced
1.1.5	Fish Cake- 80x50gr
1.1.6	Fish Finger
1.1.7	Beef Burger- 100gr
1.1.8	Chicken Burger- 60x100gr
1.1.9	Croissants-100x60gr
1.1.10	Danish Cinnamon Whirl
1.1.11	Danish Maple Pecan
1.1.12	Danish Chocolate Twist
1.1.13	Chicken Vienna 6kg
1.1.14	Chicken Cheese Russian
1.1.15	Pork Russian (Eskort Range)
1.1.16	Cheese Griller
1.1.17	Potato Chips Frozen (Hand Cut)
1.1.18	Vegetable Samosas Box(30-36)per box
1.1.19	Potato Samosas Box(30-36)per box
1.1.20	Mince Samosas Box(30-36)per box
1.1.21	Vegetable Spring Rolls Box(30-36)per box
1.1.22	Mince Spring Roll Box(30-36)per box
1.1.23	Cocktail Chicken kebab Box(30-36)per box
1.1.24	Cocktail Beef kebab Box(30-36)per box
1.1.25	Cocktail Pork Ribs
1.1.26	Cheese Risssoles Box(30-36)per box
1.1.27	Spinach and feta cocktail quiche Box(30-36)per box
1.1.28	Cocktail Sausage Roll Box(30-36)per box
1.1.29	Cocktail Beef Sausage Box(30-36)per box
1.1.30	Cocktail Pork Sausage Box(30-36)per box
1.1.31	Cocktail pizzas Box(30-36)per box
1.1.32	Pizza base with tomato and cheese toppings (Frozen)

## 2. Specifications (Parktown)

### 2.1 Processed and Frozen Food

Item	Description
2.1.1	Bacon Shoulder
2.1.2	Rolled Chicken Sliced
2.1.3	Hickory Ham Sliced
2.1.4	Pastrami Sliced
2.1.5	Fish Cake- 80x50gr
2.1.6	Fish Finger
2.1.7	Beef Burger- 100gr
2.1.8	Chicken Burger- 60x100gr
2.1.9	Croissants-100x60gr
2.1.10	Danish Cinnamon Whirl
2.1.11	Danish Maple Pecan
2.1.12	Danish Chocolate Twist
2.1.13	Chicken Vienna 6kg
2.1.14	Chicken Cheese Russian
2.1.15	Pork Russian (Eskort Range)
2.1.16	Cheese Griller
2.1.17	Potato Chips Frozen (Hand Cut)
2.1.18	Vegetable Samosas Box(30-36)per box
2.1.19	Potato Samosas Box(30-36)per box
2.1.20	Mince Samosas Box(30-36)per box
2.1.21	Vegetable Spring Rolls Box(30-36)per box
2.1.22	Mince Spring Roll Box(30-36)per box
2.1.23	Cocktail Chicken kebab Box(30-36)per box
2.1.24	Cocktail Beef kebab Box(30-36)per box
2.1.25	Cocktail Pork Ribs
2.1.26	Cheese Rissoles Box(30-36)per box
2.1.27	Spinach and feta cocktail quiche Box(30-36)per box
2.1.28	Cocktail Sausage Roll Box(30-36)per box
2.1.29	Cocktail Beef Sausage Box(30-36)per box
2.1.30	Cocktail Pork Sausage Box(30-36)per box
2.1.31	Cocktail pizzas Box(30-36)per box
2.1.32	Pizza base with tomato and cheese toppings (Frozen

## **12 National Treasury Central Supplier Database Registration**

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.

Please follow the following steps to register your company on the National Treasury Central Supplier Database and confirm your registration by submitting your National Treasury "MAAA" supplier reference number.

Step 1: Access the CSD site on <https://secure.csd.gov.za/>

Step 2: Register a new CSD account <https://secure.csd.gov.za/Account/Register>

Step 3: Receive an activation email and click activate account

Step 4: Activate account by requesting and entering the OTP

Step 5: Log in the CSD

Step 6: Complete supplier identification information

Step 7: Complete contact information

Step 8: Complete address information

Step 9: Complete bank account information

Step 10: Complete tax information

Step 11: Complete directors/members information (if non-CIPC company)

Step 12: Complete associations (if relevant)

Step 13: Complete commodities information

Step 14: Complete B-BBBEE information (future phase)

Step 15: Maintain users

Step 16: Complete notification information

Step 17: Complete accreditations

Step 18: Click on submit

Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to**

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

**RFQ FOR THE SUPPLY AND DELIVERY OF PROCESSED AND FROZEN FOOD AT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEEN AT PARKTOWN ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF SIX (06) MONTHS.**

**CLOSING VENUE: GROUND FLOOR TENDER BOX, 21 WELLINGTON**

**ROAD, PARKTOWN**

**CLOSING DATE & TIME: 27 SEPTEMBER 2016**

**VALIDITY PERIOD: 02 FEBRUARY 2017**

**SECTION 2**

**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

**1 Evaluation Criteria**

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

Criterion/Criteria	Explanation
<b>Administrative responsiveness</b>	<ul style="list-style-type: none"> <li>Completeness of response and returnable documents</li> <li>Proof Of Registration with National Treasury Central Supplier Data Base</li> <li>Quarterly Pest Control Clearance Certificated issued by an Accredited Pest Control Service Provider ( Certificate should stipulate that the premises where food is stored is regularly inspected and treaded for rats, mice and cockroaches by registered pest control operators.) (Certificate Should Come From where the food is stored)</li> </ul>
<b>Substantive responsiveness</b>	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <ul style="list-style-type: none"> <li>Valid Certificate of Acceptability (COA) For Food Premises in Terms of Section 3(3) of the Regulations Governing General Hygiene Requirements For Food Premises and The Transport of Food. (R962 of 23 November 2012- GN Number 35906) (Certificate Should Come From where the food is stored)</li> <li>Clause By Clause Declaration Compliance To Specifications</li> </ul>
<b>Final weighted evaluation based on 90/10 preference point</b>	<ul style="list-style-type: none"> <li>Pricing and price basis [firm]</li> <li>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 indicated in Annexure A: B-BBEE Claim Form.</li> </ul>

**2 Validity Period**

Transnet desires a validity period of 90 [Ninety] Business Days from the closing date of this RFQ.

This RFQ is valid until 02 February 2016.

Respondent's Signature

Date & Company Stamp



### 3 Disclosure of Prices Quoted

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

YES ☐ NO ☐

### 4 Returnable Documents

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

**All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.**

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

***Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.***

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
- SECTION 3 : Quotation Form	
- ANNEXURE B : Compliance to specifications declaration	
- Valid Certificate of Acceptability (COA) For Food Premises in Terms of Section 3(3) of the Regulations Governing General Hygiene Requirements For Food Premises and The Transport of Food. (R962 of 23 November 2012- GN Number 35906) (Certificate Should Come From where the food is stored)	

- b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential 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.***

Respondent's Signature

Date & Company Stamp

Essential Returnable Documents	Submitted [Yes or No]
- SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Proof Of Registration with National Treasury Central Supplier Data Base	
- Quarterly Pest Control Clearance Certificated issued by an Accredited Pest Control Service Provider ( Certificate should stipulate that the premises where food is stored is regularly inspected and treaded for rats, mice and cockroaches by registered pest control operators.) (Certificate Should Come From where the food is stored)	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- ANNEXURE A – B-BBEE Preference Points Claim Form	
- ANNEXURE C – Integrity Pact	
- ANNEXURE D – Non-Disclosure Agreement	

#### CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

Respondent's Signature

Date & Company Stamp

**ANNEXURE B**

**COMPLIANCE TO SPECIFICATION CLAUSE BY CLAUSE DECLARATION**

ITEM NO	COMPLY	DO NOT COMPLY	REASONS FOR NON-COMPLIANCE
<b>1.1 FROZEN FOOD ESSELENPARK</b>			
1.1.1			
1.1.2			
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1.1.5			
1.1.6			
1.1.7			
1.1.8			
1.1.9			
1.1.10			
1.1.11			
1.1.12			
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1.1.28			
1.1.29			

Respondent's Signature

Date & Company Stamp

Transnet Request for Quotation No CRAC-22526

1.1.30			
1.1.31			
1.1.32			
<b>2.1 FROZEN FOOD PARKTOWN</b>			
2.1.1			
2.1.2			
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2.1.30			
2.1.31			
2.1.32			

Respondent's Signature

Date & Company Stamp

RFQ CRAC-ESS-22526 For The Supply And Delivery Of Processed And Frozen Food At Esselenpark Campus And Inyanda House 2 Canteen At Parktown On An "As And When Required Basis" For A Period Of Six (06) Months.

**RFQ FOR THE SUPPLY AND DELIVERY OF PROCESSED AND FROZEN FOOD AT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEEN AT PARKTOWN ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF SIX (06) MONTHS**

**ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM**

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

**1. INTRODUCTION**

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

**2. GENERAL DEFINITIONS**

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a

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Respondent's Signature

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Date & Company Stamp

contract;

2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;

2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 **"non-firm prices"** means all prices other than "firm" prices;

2.13 **"person"** includes reference to a juristic person;

2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928

2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to

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Respondent's Signature

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Date & Company Stamp

another bidder.

- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are **only required to obtain a sworn affidavit** on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

Respondent's Signature

Date & Company Stamp

- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

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Respondent's Signature

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Date & Company Stamp



**5. B-BBEE STATUS AND SUBCONTRACTING**

**5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:**

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 10 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

**5.2 Subcontracting:**

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? .....%
- (ii) The name of the subcontractor .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? YES/NO

**5.3 Declaration with regard to Company/Firm**

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
  - ☐ Partnership/Joint Venture/Consortium
  - ☐ One person business/sole propriety
  - ☐ Close Corporations
  - ☐ Company (Pty) Ltd
- (v) Describe Principal Business Activities  
.....  
.....  
.
- (vi) Company Classification [TICK APPLICABLE BOX]
  - ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional Service Provider
  - ☐ Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....

\_\_\_\_\_  
Respondent's Signature

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

**BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
  - (e) forward the matter for criminal prosecution.

**WITNESSES:**

1. ....

2. ....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

Respondent's Signature

Date & Company Stamp

### SECTION 3 QUOTATION FORM

I/We \_\_\_\_\_  
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 RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; 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.

#### Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT:

\_\_\_\_\_  
Respondent's Signature

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

Transnet Request for Quotation No CRAC-22526

# **1 SCHEDULE OF QUANTITIES (ESSELENPARK)**

## **1.1 Processed and Frozen Food**

Item	Description	Estimated Monthly Quantity Required	Price per UOM	Total Per month	Total for 6 x months
1.	Bacon Shoulder	960kg			
2.	Rolled Chicken Sliced	20kg			
3.	Fish Cake- 80x50gr	4x Cases			
4.	Beef Burger- 100gr	16xCases (50per box)			
5.	Pork Russian (Eskort Range)	480 kg			
6.	Cheese Griller	40kg			
7.	Potato Chips Frozen (Hand Cut)	3840kg			
8.	Vegetable Samosas Box(30-36)per box	8 x Box			
9.	Potato Samosas Box(30-36)per box	8 x Box			
10.	Mince Samosas Box(30-36)per box	8 x Box			
11.	Vegetable Spring Rolls Box(30-36)per box	8 x Box			
12.	Mince Spring Roll Box(30-36)per box	8 x Box			
13.	Cocktail Chicken kebab Box(30-36)per box	8 x Box			
14.	Cocktail Beef kebab Box(30-36)per box	8 x Box			
15.	Cocktail Pork Ribs	12 kg			
16.	Cheese Rissoles Box(30-36)per box	4 x Box			
17.	Spinach and feta cocktail quiche Box(30-36)per box	8 x Box			
18.	Cocktail Sausage Roll Box(30-36)per box	8 x Box			
19.	Cocktail Beef Sausage Box(30-36)per box	8 x Box			
20.	Cocktail Pork Sausage Box(30-36)per box	8 x Box			
21.	Cocktail pizzas Box(30-36)per box	8 x Box			

Respondent's Signature

Date & Company Stamp

RFQ CRAC-ESS-22526 For The Supply And Delivery Of Processed And Frozen Food At Esselenpark Campus And Inyanda House 2 Canteen At Parktown On An "As And When Required Basis" For A Period Of Six (06) Months.

Transnet Request for Quotation No CRAC-22526

Item	Description	Estimated Monthly Quantity Required	Price per UOM	Total Per month	Total for 6 x months
22.	Pizza base with tomato and cheese toppings (Frozen	16 x 575g			
Sub - Total					

## 2 **SCHEDULE OF QUANTITIES (PARKTOWN)**

### 2.1 **Processed and Frozen Food**

Item	Description	Estimated Monthly Quantity Required	Price Per UOM	Total Per Month	Total For 6 x Months
23.	Bacon Shoulder	1400 kg			
24.	Rolled Chicken Sliced	20kg			
25.	Fish Cake- 80x50gr	12 x Cases			
26.	Beef Burger- 100gr	50/Box			
27.	Pork Russian (Eskort Range)	780kg			
28.	Cheese Griller	40kg			
29.	Potato Chips Frozen (Hand Cut)	3840 kg			
30.	Vegetable Samosas Box(30-36)per box	15 x Box			
31.	Potato Samosas Box(30-36)per box	15 x Box			
32.	Mince Samosas Box(30-36)per box	15 x Box			
33.	Vegetable Spring Rolls Box(30-36)per box	15 x Box			
34.	Mince Spring Roll Box(30-36)per box	15 x Box			
35.	Cocktail Chicken kebab Box(30-36)per box	15 x Box			
36.	Cocktail Beef kebab Box(30-36)per box	15 x Box			
37.	Cocktail Pork Ribs	15 kg			
38.	Cheese Rissoles Box(30-36)per box	15 x Box			
39.	Spinach and feta	15 x Box			

Respondent's Signature

Date & Company Stamp

RFQ CRAC-ESS-22526 For The Supply And Delivery Of Processed And Frozen Food At Esselenpark Campus And Inyanda House 2 Canteen At Parktown On An "As And When Required Basis" For A Period Of Six (06) Months.

Item	Description	Estimated Monthly Quantity Required	Price Per UOM	Total Per Month	Total For 6 x Months
	cocktail quiche Box(30-36)per box				
40.	Cocktail Sausage Roll Box(30-36)per box	15 x Box			
41.	Cocktail Beef Sausage Box(30-36)per box	15 x Box			
42.	Cocktail Pork Sausage Box(30-36)per box	15 x Box			
43.	Cocktail pizzas Box(30-36)per box	25 x Box			
44.	Pizza base with tomato and cheese toppings (Frozen	20 x Box			
Sub - Total					

### Total Processed and Frozen Food for 6 Months

**Total bid value excluding VAT**

**VAT**

**Total bid value including VAT**


**Delivery Lead-Time from date of purchase order:** \_\_\_\_\_ **[days/weeks]**

#### Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

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.

**By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise:**

- Specifications and drawings included in this RFQ - if applicable; and
- The following documents all of which are available on Transnet's website or upon request:

Respondent's Signature

Date & Company Stamp

Transnet Request for Quotation No CRAC-22526

- 2.1. General Bid Conditions;
- 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
- 2.3. Supplier Integrity Pact;
- 2.4. Non-disclosure Agreement; and
- 2.5. Vendor Application Form and all supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

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

2 \_\_\_\_\_  
Name \_\_\_\_\_

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature

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

## SECTION 4

### RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

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

\_\_\_\_\_  
Respondent's Signature

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



Transnet Request for Quotation No CRAC-22526

Indicate nature of relationship with Transnet:

*[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]*

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

#### **BREACH OF LAW**

10. We further hereby certify that I/we **have/have not been** [delete as applicable] 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. This includes the imposition of an administrative fine or penalty.

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.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

Respondent's Signature

Date & Company Stamp

**ANNEXURE C**

**Important Note: All potential bidders must read this document and certify in the RFQ Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.**

**INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

The Bidder / Supplier / Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

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Respondent's Signature

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Date & Company Stamp

## **PREAMBLE**

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

## **4 OBJECTIVES**

- a. Transnet and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
  - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
  - b) Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## **5 COMMITMENTS OF TRANSNET**

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- a. Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- b. Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.

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Respondent's Signature

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Date & Company Stamp

- c. Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.
- d. Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

## **6 OBLIGATIONS OF THE BIDDER / SUPPLIER**

- a. The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
  - a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
  - b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- b. The acceptance and giving of gifts may be permitted provided that:
  - a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
  - b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
  - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
  - d) a Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
  - e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
  - f) a Bidder / Supplier may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any bid evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
  - g) a Bidder / Supplier may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- c. The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process,

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Respondent's Signature

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Date & Company Stamp

bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

- d. The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- e. The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder / Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- f. A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- g. The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.
- h. The Bidder / Supplier shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- i. The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **7 INDEPENDENT BIDDING**

- a. For the purposes of that Certificate in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a) has been requested to submit a Bid in response to this Bid invitation;
  - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- b. The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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Respondent's Signature

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Date & Company Stamp

- c. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Bid;
  - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
  - f) Bidding with the intention of not winning the Bid.
- d. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- e. The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- f. Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- g. Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## 8 DISQUALIFICATION FROM BIDDING PROCESS

- a. If the Bidder / Supplier has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- b. If the Bidder / Supplier has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the

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case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- c. If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## 9 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- a. All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- b. Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- c. Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- d. A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- e. Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
  - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
  - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
  - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and

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- (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.
- f. Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.
- g. Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## 10 PREVIOUS TRANSGRESSIONS

- a. The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.
- b. If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

## 11 SANCTIONS FOR VIOLATIONS

- a. Transnet shall also take all or any one of the following actions, wherever required to:
  - a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
  - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
  - c) Recover all sums already paid by Transnet;
  - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
  - e) Cancel all or any other contracts with the Bidder / Supplier; and
  - f) Exclude the Bidder / Supplier from entering into any bid with Transnet in future.

## 12 CONFLICTS OF INTEREST

- a. A conflict of interest includes, inter alia, a situation in which:
  - a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and

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- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- b. A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
  - a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.  
Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.
- c. If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:
  - a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - b) Must notify Transnet immediately in writing once the circumstances has arisen.
- d. The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

### 13 MONITORING

- a. Transnet will be responsible for appointing an independent Monitor to:
  - a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for less than R100,000.000 (one hundred million Rand) in value;
  - b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for greater than R100,000.000 (one hundred million Rand) in value; and
  - c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier, irrespective of value.
- b. The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Supplier Code of Conduct.

### 14 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of the Bidder / Supplier / Transnet. The Bidder / Supplier / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

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## 15 DISPUTE RESOLUTION

- a. Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 9 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

## 16 GENERAL

- a. This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- b. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- c. The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- d. Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- e. Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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**ANNEXURE D**

**NON-DISCLOSURE AGREEMENT**

entered into by and between

**TRANSNET FREIGHT RAIL** a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

and

\_\_\_\_\_  
Registration Number \_\_\_\_\_

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Respondent's Signature

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**Returnable Document****THIS AGREEMENT is made between****Transnet SOC Ltd [Transnet]** [Registration No. 1990/000900/30]Whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,**and**\_\_\_\_\_ **[the Company]** [Registration No \_\_\_\_\_]

whose registered office is at \_\_\_\_\_

**WHEREAS**

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

**IT IS HEREBY AGREED****3 INTERPRETATION**

In this Agreement:

- 3.1 Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 3.2 Bid or Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 3.3 Confidential Information** means any information or other data relating to one party (the **Disclosing Party**) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party (the **Receiving Party**) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or

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Was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or

following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

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

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

#### **4 CONFIDENTIAL INFORMATION**

**4.1** All Confidential Information given by one party to this Agreement (the **Disclosing Party**) to the other party (the **Receiving Party**) will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.

**4.2** The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

**4.3** Notwithstanding clause 4.1 above, the Receiving Party may disclose Confidential Information: to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 4.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

To the extent required by law or the rules of any applicable regulatory authority, subject to clause 4.4 below.

**4.4** In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 0 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

**4.5** In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to

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any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

- 4.6** All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

**5 RECORDS AND RETURN OF INFORMATION**

- 5.1** The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 5.2** The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 5.3** The Company shall, within 7 (seven) days of receipt of a written demand from Transnet: return all written Confidential Information (including all copies); and expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 5.4** The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 0 above.

**6 ANNOUNCEMENTS**

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

**7 DURATION**

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

**8 PRINCIPAL**

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

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**Returnable Document****9 ADEQUACY OF DAMAGES**

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

**10 PRIVACY AND DATA PROTECTION**

**10.1** The Receiving Party undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act (as applicable) or any amendments and re-enactments thereof and any regulations made pursuant thereto.

**10.2** The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

**11 GENERAL**

**11.1** Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

**11.2** No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

**11.3** The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

**11.4** This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

**11.5** Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

**11.6** This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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Respondent's Signature

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