

**TRANSNET FTREIGHT RAIL**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ]**

**No: CRAC-JHB 13672**

**PROVISION FOR: HYGIENE SERVICES AT KAALFONTEIN  
FOR A PERIOD OF TWO YEARS.**

**FOR DELIVERY TO: KAALFONTEIN - DEPOT**

**ISSUE DATE: 18 MARCH 2014**

**BRIEFING / SITE MEETING: 25 MARCH 2014**

**VENUE: KAALFONTEIN CAR TERMINAL NEXT TO  
KAALFONTEIN TRAIN STATION**

**TIME: 13:00 PM**

**CLOSING DATE: 01 APRIL 2014**

**CLOSING TIME: 10:00**

**OPTION DATE: 01 JULY 2014**

**FOR DIRECTIONS PLEASE CONTACT: LEANDRIA DE JAGER 011 773 2047 / 083 276  
2596**

**CONTACT PERSON ON SITE: BARBARA STANDER: 011 929 1623 KAALFONTEIN  
DEPOT**

**PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING AND ALSO MAKE SURE THAT  
YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE**

## Section 1 NOTICE TO BIDDERS

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

**METHOD:** [Hand / post and/or courier]

**CLOSING VENUE:** The Secretary: Transnet Acquisition Council, Ground Floor, Tender Box, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, 2001.

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

It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

### 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 valid 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:

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of 100 %
- 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 Goods or Services.



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- The 80/20 preference point system applies where the acquisition of the Goods or 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 RFQ will be cancelled.
- In this RFQ, Transnet will apply **80/20** preference point system prescribed in the PPPFA.

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:

- (i) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- (ii) 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:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
  - Rating level based on all seven elements of the B-BBEE scorecard
- b) **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
- c) **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, B-BBEE status level and validity date.

*Respondents are required to furnish proof of the above to Transnet. [i.e. a valid detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a valid 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. [*Refer **Annexure A – B-BBEE Preference Points Claim Form** for further details.*]

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 clause 18 below 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: Elijah Manana

Telephone: 011 584 1143

Email: [Elijah.manana@transnet.net](mailto:Elijah.manana@transnet.net)

c) Respondents may also, at any time after the closing date of the RFQ, communicate with Secretary of the Transnet Acquisition Council. On any matter relating to its RFQ response:

Telephone 011 544 9486

Facsimile 011 774 9760

Email [Prudence.Nkabinde@transnet.net](mailto:Prudence.Nkabinde@transnet.net)

d) INSTRUCTIONS FOR COMPLETING THE RFQ

(i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.

(ii) Both sets of documents to be submitted to the address specified above.

(iii) The following returnable documents must accompany all Proposals:

- the Respondent's latest audited financial statements;

- the Respondent's valid Tax Clearance Certificate.

Quotations are requested from interested Respondents to supply the above-mentioned requirement to TRANSNET FREIGHT RAIL.

On or after 18/03/2014 the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, Parktown. For specific queries, please contact the TFR representative below.

Name: Anthonie Erasmus or Morris Mhlongo

Telephone: 011 584 9230 or 011 584 9231

**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:

- 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;
- 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; or



- 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:

#### Stage 1:

#### **Administrative responsiveness - Completeness of response and returnable documents , Essential**

- Provide copy of registration Certificate with OHSA (Occupational Health and safety Act)
- Health, Risk and Safety (Tender questionnaire) / Plan
- Provide copy of a letter of a Good Standing i.r.o Compensation for Occupational Injuries and Diseases Act

#### Stage 2:

#### **Substantive responsiveness - Pre-qualification / Functionality threshold of 100%**

- Compliance to specification in line with the scope of work and schedule of quantities

#### Stage 3

#### **Commercial / Preference 80/20**



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- Competitive pricing
- Provide BBBEE level Certification and Score Card

- Weighted evaluation based on 80/20 preference point system as indicated in paragraph 2 above:
  - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical
  - 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:

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 Validity Period**

Transnet desires a validity period of 90 [thirty] days from the closing date of this RFQ. This RFQ is valid until \_\_\_\_\_.

**15 Banking Details**

BANK: \_\_\_\_\_  
 BRANCH NAME / CODE: \_\_\_\_\_  
 ACCOUNT HOLDER: \_\_\_\_\_  
 ACCOUNT NUMBER: \_\_\_\_\_

**16 Company Registration**

Registration number of company / C.C. \_\_\_\_\_  
 Registered name of company / C.C. \_\_\_\_\_

**17 Disclosure of Prices Quoted**

<sup>1</sup> 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.

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

YES  NO



## 18 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 at the Closing Date and time of this RFQ 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	
<ul style="list-style-type: none"> <li>- 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</li> </ul>	
<ul style="list-style-type: none"> <li>- 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</li> </ul>	
<ul style="list-style-type: none"> <li>- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement</li> </ul>	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> <li>• Original cancelled cheque or bank verification of banking details</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of IDs of shareholder/directors/members [as applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of Certificate of Incorporation [CM29/CM9 name change]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of share certificates [CK1/CK2 if C.C.]</li> </ul>	
<ul style="list-style-type: none"> <li>• Entity's letterhead</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of VAT Registration Certificate [RSA entities only]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of valid Company Registration Certificate [if applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>• Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]</li> </ul>	





Returnable Documents	Submitted [Yes or No]
<ul style="list-style-type: none"> <li>• Certified copy of a Letter of a Good Standing i.r.o Compensation for Occupational Injuries and Diseases Act</li> </ul>	
<ul style="list-style-type: none"> <li>•</li> </ul>	
ANNEXURE A – B-BBEE Preference Points Claim Form	

**TRANSNET urges its clients and suppliers to report any fraud or corruption on the part of TRANSNET's employees to**  
**TIP-OFFS ANONYMOUS : 0800 003 056**

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**Section 2**  
**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 Terms and Conditions for the Supply of Goods or 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.

**Price Schedule**

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT: **[for SERVICES, attach a scope of work & pricing schedule]**

Item No	Description of Goods /Services	Quantity	Total Price (ZAR)
1	HYGIENE SERVICES AT KAALFONTEIN FOR A PERIOD OF TWO YEARS.		
	TOTAL AMOUNT		

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

**Notes to Pricing:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) 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.
- c) 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.

- COMPANY INFORMATION
- 8. STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:



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- Tenderers are to advise which other companies have they successfully provided or are currently providing similar services.
- 

Service Description	For whom done	Period Start / Completion Date	Amount of Project	Contact person and Telephone or Cell number

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**REQUEST FOR QUOTATION [RFQ]**

**No CRAC-JHB 13672**

**PROVISION FOR:      HYGIENE SERVICES AT KAALFONTEIN FOR A PERIOD OF TWO YEARS.**

**FOR DELIVERY TO:      KAALFONTEIN - DEPOT**

**PROPOSAL FORM**

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**PROPOSAL FORM**

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

(name of company, close corporation or partnership)

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

\_\_\_\_\_ carrying on business under style or title of (trading as)

\_\_\_\_\_

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

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

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

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

- (i) Standard Terms and Conditions of Contract Form No. US7 - Goods;
- (ii) General Tender Conditions, Form CSS5 – Goods; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Proposal form; and;-

I/We accept that unless Transnet should otherwise decide and so inform me/us in the facsimile or letter of acceptance, this Proposal (and, if any, its covering letter and any subsequent exchange of correspondence), together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Proposal (and, if any, its covering letter and any subsequent exchange of

correspondence) together with Transnet's letter of acceptance/intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.



I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Goods within 4 (four) weeks, Transnet may, without prejudice to any other legal remedy which it may have,

recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of .....only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Goods be delayed due to non-performance by us.

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

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

Respondent to indicate domicillium citandi et executandi hereunder:

Four horizontal lines for signature or address.

"PREVIEW COPY ONLY"



NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, BBBEE status or for any other reason.

VALIDITY PERIOD

Transnet desires a validity period of 3 (three) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Proposals may be

disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until \_\_\_\_\_ (State alternative validity period/date).

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**REQUEST FOR QUOTATION [RFQ]**

**No CRAC-JHB 13672**

**NON-DISCLOSURE AGREEMENT**

entered into by and between

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

and

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

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

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



**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**

• **INTERPRETATION**

In this Agreement:

- **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- **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;
- **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

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

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



- 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;
  - **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
  - **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.
- **CONFIDENTIAL INFORMATION**
- 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.
  - 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.
  - Notwithstanding clause 10 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 10 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 10 below.

---

 Respondent's Signature

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---

 Date & Company Stamp



- In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 10 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.
- 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 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.
  - 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.
- **RECORDS AND RETURN OF INFORMATION**
  - The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
  - 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.
  - 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.
  - The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 10 above.
- **ANNOUNCEMENTS**
  - 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.
  - 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.



- **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.

- **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.

- **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.

- **PRIVACY AND DATA PROTECTION**

- 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.
- 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.

- **GENERAL**

- 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.

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.

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



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

Transnet Request for Quotation No CRAC-JHB 13672

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**SECTION 3**

**REQUEST FOR QUOTATION ("RFQ")**

**RFQ NUMBER CRAC-JHB 13672**

**PROVISION FOR:   HYGIENE SERVICES AT KAALFONTEIN  
FOR A PERIOD OF TWO YEARS.**

**FOR DELIVERY TO:   KAALFONTEIN - DEPOT**

**SCOPE OF WORK**

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**HYGIENE SERVICES AS PER ATTACHED ANNEXURE UNDER THE JURISDICTION OF  
REAL ESTATE MANAGEMENT**

**BUILDING** : Kaalfontein

**Please refer to attached analysis of hygiene service required**

**CONTACT PERSON ON SITE**

Barbara Stander

Kaalfontein

Telephone (011) 929-1623

**Any queries concerning work, please contact above person**

**1. SCOPE OF REQUIREMENTS**

**1.1 SCOPE OF WORK**

- 1.1.1 This agreement covers the supply, installation and maintenance of all sanitizer units, the deep cleaning and sanitizing of toilet and shower facilities at various places under the jurisdiction of Real Estate Management for a period of twenty four (24) months, as dedded by Transnet  
These units are to be maintained on a regular basis.
- 1.1.2 The essence of the agreement is that Transnet Freight Rail requires that the services that are to be rendered, ensure clean and hygiene rest rooms.
- 1.1.3 The way and means by which the above mentioned results are obtained are the responsibility of the Contractor. Transnet, however, shall have the right to monitor the materials and activities of the respondent to ascertain that all procedures are in accordance with the Agreement.
- 1.1.4 The Respondent must obtain his own information regarding the extend of the service to be rendered and determine the best method of achieving the results and must be clearly stated in a accompanied letter.

**1.2 SUFFICIENCY OF RFQ**

The agreement will only be awarded to a tenderer who has a proven record of wide experience in the sanitation services he/she is tendering for.

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**1.3 SITE MEETINGS**

A RFQ briefing information certificate (section 14) that will be signed by the Transnet Freight Rail representative at the compulsory briefing session, must be submitted with the RFQ and the submission thereof will be deemed to indicate the Respondent acquaintance with the vicinities requiring the service.

**1.4 SCHEDULE OF QUANTITIES AND PRICES**

- 1.4.1 The respondent shall submit with his RFQ a complete and detailed price schedule for all works to be performed as indicated on the "Schedule of Quantities and Prices"
- 1.4.2 All respondents shall submit with his/her RFQ document full details of how Transnet depots will be serviced.

**1.5 STANDARD OF WORKMENSHP**

- 1.5.1 The essence of the agreement is that Transnet requires clean and hygienic toilets and shower facilities.
- 1.5.2 For this agreement, the respondent shall timeously familiarize himself/herself with the existing conditions of the sites and ensure that his/her RFQ prices include all work necessary to achieve the required service.

**1.6 PROGRAMME OF WORK**

- 1.6.1 The respondent is to supply and install all sanitizer units, auto flushes on urinals and automatic air-freshener units, etc. within 2 weeks of notification of being awarded the contract. These units shall be installed on places as indicated by the Manager or his deputy, preferably where previous items were installed.
- 1.6.2 The respondent is to do a sanitizer and automatic air-freshener service and check auto flushes on a monthly basis for the whole of the agreement period.
- 1.6.3 The respondent is to perform a deep cleaning service treatment once a month (deep clean). Reaching and cleaning those often neglected places in urinals, shower drains, toilet pans and rims, cleaning of kitchen drains and hand basins as well as odour prevention.
- 1.6.4 Sanitary disposal service to take place on a weekly basis.
- 1.6.5 The respondent shall undertake the planning and programming of the service to be rendered and submit to the Manager (or his deputy) within one week after notification, for approval.
- 1.6.6 Soap dispensers to be refilled on a weekly basis

**1.7 PERFORMANCE MONITORING AND EVALUATION**

- 1.7.1 The respondent shall at all times be responsible for supervision of work and for follow up inspections to monitor the successful service rendered. He/She shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- 1.7.2 The Manager (or his deputy) shall at any time during the agreement period carry out inspections of the Respondents performance methods and procedures.

**1.8 REMEDIAL WORK**

The respondent shall carry out remedial work that was rejected by the Manager (or his deputy) prior to payment being passed.

**1.9 TERMS**

This service required is for the period of 24 months and shall commence as indicated in the letter of acceptance.

**1.10 MEASUREMENT AND PAYMENT**

1.10.1 Payment will be based on the number of sanitizer, auto flush and automatic air-freshener units installed and number of maintenance services rendered.

1.10.2 No payment will be made for rejected work where control was not achieved.

1.10.3 Inspection and payment will be as follows:

1.10.3.1 First inspection and payment:

After initial supply, installation of the sanitizer units, auto flushes and automatic air-freshener units (includes first service of units and first deep clean services)

1.10.3.2 Further inspections and payments-

Payment will be done once a month.

Payment will be done after receiving the tax invoice and a full detail list of all work done during that month. The technical officer from Transnet Freight Rail will certify on the invoice that all work was done according to the contract

**1.11 SABS STANDARD**

The respondent is to adhere to the laid down SABS standard with regards to protective clothing, storing of chemical and the use of chemicals.

**1.12 PENALTIES**

No payment shall be done for any rejected work, or work not done.

**1.13 HAND PAPER TOWEL HOLDERS**

The work that is required for the installation of the hand paper towel holders will be undertaken by the contractor appointed.

**1.14 SPECIFICATION ON EQUIPEMENT**

1.14.1 Air-freshener dispensers ~ your choice of fragrance and technology

1.14.2 Air-freshener dispensers must be supplied with an anti-theft bracket

1.14.3 Toilet roll holders ~ must make provision for 3 toilet paper rolls

1.14.4 Toilet holders must be lockable and keys will be supplied to TFR



- 1.14.5 All equipment to be white
- 1.14.6 Soap Dispensers must be supplied with a refill on a weekly basis. Soap must be in foam form and not liquid. Refill of soap on a weekly basis must be included into the price for rental of soap dispensers
- 1.14.7 Saniwipes must be supplied and not the spray
- 1.14.8 She bins must be simple, but must still be SABS approved
- 1.14.9 She bins must be supplied with bags

#### 1.15 REQUIREMENTS

- 1.15.1 Registration with OHS Act (Occupational Health and Safety Act)
- 1.15.2 All chemicals used to be SABS (South African Bureau of Standards) compliant
- 1.15.3 Copy of MSDS (Material Safety Data Sheet)
- 1.15.4 Letter of Good Standing

#### 1.16 HEALTH, RISK AND SAFETY PLAN REQUIRED

The respondents tendering for this project shall take note of the following when compiling Safety, health and environmental plan. Specification for works on, over, under or adjacent to railway lines and near high voltage equipment. (E7/1 July 1998) and shall have part A and B of Health and safety Plan as outlined below.

##### Part A: Health and safety Plan

##### 1.16.1 SHE Management Structure

- 1.16.1.1. Construction Work Supervisor (Construction Regulation 6)
- 1.16.1.2. Subordinate Construction Work Supervisor (Construction Regulation 6)
- 1.16.1.3. Construction Safety Officer (Construction Regulation 6(7)).
- 1.16.1.4. List of Respondents already appointed - List to be revised at least monthly.
- 1.16.1.5. Health and Safety Representative (Section 17 of OHS Act).

**1.16.2 SHE Organisation**

1.16.2.1 Health and Safety Committee.

1.16.2.2 Composition.

1.16.2.3 Frequency of Meetings.

1.16.2.4 Minutes of meeting.

1.16.2.5 Legal Compliance Audits.

1.16.2.6. Audit Report.

1.16.2.7 Frequency of Audits.

1.16.2.8 Findings and Analysis.

1.16.2.9 Corrective Action.

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**1.16.3 Risk Assessment/Management**

- 1.16.3.1. Task descriptions.
- 1.16.3.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- 1.16.3.3. Risk Assessment (Construction Regulation 7)

**1.16.4 Education and Training**

- 1.16.4.1. Induction training (Construction Regulation 7(9))
- 1.16.4.2. Site Specific Training.
- 1.16.4.3. Certificate of Competence.

**1.16.5 Emergency Planning – Evacuation plan**

- 1.16.5.1. Client procedure.
- 1.16.5.2. Site Procedure.

**1.16.6 Health and Safety Communications**

- 1.16.6.1 Safety/Toolbox talks.
- 1.16.6.2 Incident Recall.

**1.16.7. Safe Working Procedures and Methods**

- 1.16.7.1 Method Statements.
- 1.16.7.2 Safe Operating Procedures.
- 1.16.7.3 Task/Job observations.

**1.16.8. Personal Protective Equipment and Clothing**

- 1.16.8.1 PPE required after all other controls have been considered.
- 1.16.8.2 PPE proof of issue.

**1.16.9. Project security**

- 1.16.9.1 Security risks identified.
- 1.16.9.2 Access control.

**Part B. Environmental Management Plan**

**Note:** TFR will obtain Environmental authorisation (EIA and EMP) and permits from the relevant authority (when necessary) prior to commencement of the project (e.g. Construction)

1. Control of Dust.
2. Noise Pollution Control.
3. Waste management.
4. Environmental Incident Management (Sect 28 NEMA and Sect 20 National Water Act).



5. Contamination of surface and underground water.
6. Soil Contamination.
7. Storm Water Drainage.
8. Environmental Clean-up and Rehabilitation.

#### **1.17 MINIMUM PLANT AND EQUIPMENT REQUIRED**

- 1.17.1 Proper cleaning equipment for deep cleaning on drainage/showers/basins/toilets/etc.
- 1.17.2 Vehicle ~ Bakkie
- 1.17.3 Variety of tools and equipment required for installing equipment.

#### **1.18 ADDRESSES FOR VARIOUS BUILDINGS**

- As per analysis of hygiene services required

#### **CONTACT PERSON ON SITE**

Ms. Barbara Stander

Kaalfontein

Telephone (011) 929-1623

#### **1.19 PAPER TOWEL SPECIFICATION**

Paper towel ~ Type disposable, Ply rating single

Width 210 mm, length 1.500 m

Colour: white

Wipers ~ 25 grams, minimum unperforated,

A nominal core dia of 28 mm individually wrapped

Paper towel stand ~ type floor model, material steel

Finish galvanized, to fit roll size above



**SPECIAL REQUIREMENTS - HYGIENE**

**HEALTH, RISK AND SAFETY PLAN TO INCLUDE THE FOLLOWING**

1. **SHE MANAGEMENT STRUCTURE**
  - Supervisor
  - Health and safety officer
  
2. **EDUCATION AND TRAINING**
  - Induction training
  - Site Specific training
  - Certificate of competence
  
3. **EMERGENCY, PLANNING AND EVACUATION PLAN**
  - Site procedure
  
4. **HEALTH AND SAFETY COMMUNICATIONS**
  - Safety/toolbox talks
  - Site procedure
  
5. **SAFE WORKING PROCEDURES AND METHODS**
  - Safe operating procedures
  - Task Observations
  
6. **PERSONNEL PROTECTIVE EQUIPMENT AND CLOTHING**
  - All related PPE issued
  - Proof of PPE issue
  
7. **MINIMUM PLANT AND EQUIPMENT REQUIRED**
  - SHE BINS
  - SANITISERS
  - SOAP DISPENSERS
  - AIR FRESHNERS
  - HAND PAPER TOWEL HOLDERS/DISPENSERS

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ANALYSIS OF HYGIENE SERVICES REQUIREMENT  
 STATION : Kasiomtech  
 SUMMARY OF CLEANING SERVICE REQUIRED

ASSET	DESCRIPTION	DEPARTMENT	LIBRARIES	BASINS	PAPER TOWEL	SOAP + DISPENSER	SANITARY PINS	DISINFECTANTS	DEEP CLEAN FLOOR	AIR FRESHNER	SANITIZER TO TOILETS AND SHOWER	TOTAL PRICE PER # YEARS
035K0381	Central point	Operations			24				0	0	24	48 R
024K2301	Office	Operations			24				0	0	24	48 R
024K0283	Office / restroom	Operations			24				0	0	24	48 R
024K0371	Ablution	Operations			24				0	0	24	48 R
024K0281	Ablution	Operations			24				0	0	24	48 R

Personnel Strength per depot : Monday - Sunday

TOTAL PRICE X24 MONTHS

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SECTION 9	SAFEGUARDING MECHANICAL ELECTRICAL AND PERSONAL
MEO 2.17	HAZARDOUS CHEMICAL SUBSTANCES CONTROL

**INTENT: THE FULL SCOPE OF ACCOUNTABILITY ASSOCIATED WITH HAZARDOUS CHEMICALS CONSIDERED AND RELATED SHE RISKS MANAGED.**

## STANDARDS

- ◆ **RESPONSIBLE PERSON**  
Designated Person, SHE Administrator and SHE Co-ordinator
- ◆ **INVENTORY CONTROL**
  - A basic Hazardous Chemical Substances (HCS) Risk Assessment must be carried out every two years to determine the risk control factors on the premises.
  - Material Safety Data Sheets (MSDS) of all HCS must be available to all employees
  - All employees must be trained in the identification of the Hazardous Chemical Substances transported and be made aware of the risks associated with the HCS's. All employees must undergo HAZMAT training.
  - Reporting procedure must be in place in the event of spillages or leaks on tankers/containers. Link 4.11
- ◆ **PERSON DESIGNATED TO CO-ORDINATE HAZARDOUS CHEMICAL SUBSTANCE**

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- A competent person must be appointed in writing to co-ordinate Hazardous Chemical Substances.
- Person must be trained.
- The designated person must revise the alphabetical list of Hazardous Chemical Substance annually and update it if necessary.

◆ **MATERIAL SAFETY DATA SHEETS (MSDS) AVAILABLE**

- Obtain MSDS for all Hazardous Chemical Substances on list.
- All MSDS must be written in compliance with legislation/international standards.
- MSDS information must be accessible and applied in all user departments and first-aid post.
- MSDS kept up to date with the latest information on the product/substance
- MSDS must include emergency, spill containment and clean-up procedures.

◆ **RADIO-ACTIVE SOURCES**

- The containers must be clearly marked when radioactive material is transported.
- If the containers are stationed in Marshalling yards it must be guarded.
- Responsible persons to ensure that prescribed procedures are followed.

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**Tenderer SHE Management System Questionnaire**

This questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

**TFR may verify the accuracy of this information (where necessary) during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's SHE management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
<b>Tenderer SHE Management System Questionnaire</b>	<b>Yes</b>	<b>No</b>
<b>1. SHE Policy and Management</b>		
- <b>Is there a written company SHE policy?</b> - If yes provide a copy of the policy (ANNEXURE #)		
- <b>Does the company have an SHE Management system e.g NOSA, OHSAS, IRCA System etc</b> - If yes provide details		
- <b>Is there a company SHE Management System, procedures manual or plan?</b> - If yes provide a copy of the content page(s)		
- <b>Are the SHE responsibilities clearly identified for all levels of Management and employees?</b> - If yes provide details		
<b>2. Safe Work Practices and Procedures</b>		
- <b>Are safe operating procedures or specific safety instructions relevant to its operations available?</b> - If yes provide a summary listing of procedures or instructions		
- <b>Is there a SHE incident register?</b> If yes provide a copy		
- <b>Are Risk Assessments conducted and appropriate</b>		

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<b>techniques used?</b>		
- If yes provide details		
<b>3. SHE Training</b>		
<b>Describe briefly how health and safety training is conducted in your company:</b>		
- <b>Is a record maintained of all training and induction programs undertaken for employees in your company?</b>		
- If yes provide examples of safety training records		
<b>4. SHE Workplace Inspection</b>		
- <b>Are regular health and safety inspections at worksites undertaken?</b>		
-If yes provide details		
- <b>Is there a procedure by which employees can report hazards at workplaces?</b>		
- If yes provide details		
<b>5. SHE Consultation</b>		
- <b>Is there a workplace SHE committee?</b>		
- <b>Are employees involved in decision making over SHE matters?</b>		
- If yes provide details		
- <b>Are there appointed SHE representatives?</b>		
- Comments		
<b>6. SHE Performance Monitoring</b>		
- <b>Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</b>		
- If yes provide details		
- <b>Are employees regularly provided with information on company health and safety performance?</b>		

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- If yes provide details		
<b>Is company registered with workmen's compensation and up to date?</b>		
- If yes provide proof of letter of good standing		
<b>- Has the company been fined or convicted of an occupational health and safety offence?</b>		
- If yes provide details		

**Safety Performance Report**

**Monthly DIFR for previous months**

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

**DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period**

Signed  
(Tenderer)

**Section 4**

Respondent's Signature

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**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

## Vendor Application Form

Company trading name						
Company registered name						
Company Registration Number or ID Number if a Sole Proprietor						
Form of entity [√]	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number [if registered]						
Company telephone number						
Company fax number						
Company email address						
Company website address						
Bank name			Branch & Branch code			
Account holder			Bank account number			
Postal address						
						Code
Physical Address						
						Code
Contact person						

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

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Designation			
Telephone			
Email			
Annual turnover range [last financial year]	< R5 m	R5 - 35 m	> R35 m
Does your company provide	Products	Services	Both
Area of delivery	National	Provincial	Local
Is your company a public or private entity	Public	Private	
Does your company have a Tax Directive or IRP30 Certificate	Yes	No	
Main product or services [e.g. Stationery/Consulting]			

*Complete B-BBEE Ownership Details:*

% Black ownership	% Black women ownership	% Disabled Black ownership
Does your company have a B-BBEE certificate	Yes	No
What is your B-BBEE status [Level 1 to 9 / Unknown]		
How many personnel does the firm employ	Permanent	Part time

*If you are an existing Vendor with Transnet please complete the following:*

Transnet contact person	
Contact number	
Transnet Operating Division	

*Duly authorised to sign for and on behalf of Company / Organisation:*

Name		Designation	
Signature		Date	