



TRANSNET FREIGHT RAIL
DIVISION of
TRANSNET LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER: HOAC-VAR-6928

SUPPLY AND DELIVERY AS AND WHEN REQUIRED OF TELEPHONE EQUIPMENTS AND ACCESSORIES TO GAUTENG CENTRAL REGION FOR A PERIOD OF TWO YEARS

ISSUE DATE : 10 FEBRUARY 2011
CLOSING DATE : 01 MARCH 2011
CLOSING TIME : 10H00
VALIDITY PERIOD : 26 MAY 2011

Please note that late responses and those delivered or posted to the incorrect address will be disqualified.

Respondent's Signature

1

Date and Company Stamp



RFQ NUMBER: HOAC-VAR-6928

SUPPLY AND DELIVERY AS AND WHEN REQUIRED OF TELEPHONE EQUIPMENTS AND ACCESSORIES TO GAUTENG CENTRAL REGION FOR A PERIOD OF TWO YEARS

SCHEDULE OF DOCUMENTS

Section

- 1. Notice to Bidders**
- 2. Background, Overview and Scope of Requirements**
- 3. Proposal Form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFQ Documents**
- 6. Standard Terms and Conditions of Contract (US7 - Goods)**
- 7. General Tender Conditions (CSS5 – Services)**
- 8. Non-Disclosure Agreement**
- 9. Suppliers code of conduct**
- 10. Suppliers declaration forms**

Respondent's Signature

2

Date and Company Stamp



SECTION 1

RFQ NUMBER: HOAC-VAR-6928

S SUPPLY AND DELIVERY AS AND WHEN REQUIRED OF TELEPHONE EQUIPMENTS AND ACCESSORIES TO GAUTENG CENTRAL REGION FOR A PERIOD OF TWO YEARS

NOTICE TO BIDDERS

1. Quotations are requested from interested persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the above-mentioned requirement to Transnet.
2. On or after 10th February 2011 documents may be inspected at, and are obtainable from Office of Transnet Freight Rail, Tender Advise Centre, **Inyanda 1, Ground Floor, 21 Wellington Road, Parktown.**
3. Tender documents may be obtained from the above address during office hours between 08H00-15H00, and a non refundable tender fee of R100.00 is applicable per tender. Payment is to be made to Transnet Freight Rail, at Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ HOAC-VAR-6928 and your company Name. Receipts to be presented prior to collection of the tender(s).

For queries: Winston Baloyi at tel: (011)584 0606 e-mail:winston.baloyi@transnet.net

4. Quotations IN DUPLICATE must reach the Secretary , Transnet Freight Rail Acquisition Council before the closing hour on the date shown below , and be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ NO : HOAC-VAR-6928

Description : SUPPLY AND DELIVERY AS AND WHEN REQUIRED OF TELEPHONE EQUIPMENTS AND ACCESSORIES TO GAUTENG REGION FOR A PERIOD OF TWO YEARS

Closing date and time : 01 MARCH 2011 (10H00)

Closing address (refer to paragraph 5 below)

Respondent's Signature

3

Date and Company Stamp



5. DELIVERY INSTRUCTIONS FOR THIS RFQ

5.1 If posted, the envelope must be addressed to the Secretary, Transnet Freight Rail Acquisition Council, P.O. Box 4244; Johannesburg; 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.

5.2 If delivered by hand, the envelope is to be deposited in the TRANSNET Freight Rail Acquisition Council tender box which is located at the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown; Johannesburg, and should be addressed as follows:

THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

5.3 If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretary, Transnet Freight Rail Acquisition Council and a signature obtained from that Office.

THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

5.4 DELIVERY TERMS

The price(s) quoted must for supply in accordance with the terms and at the delivery point(s) specified in this tender document. The time for delivery stated by the Tenderer must be inclusive of all non-working days or holidays and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which could ordinarily occur within the delivery period given by the Tenderer and all periods of transportation up to the destination point.

5.5 VALIDITY PERIOD

TRANSNET Limited desires a validity period up to _____ against this tender. It should be noted that Tenderers may offer an earlier validity period, but that their tenders, in that event, may be disregarded for this reason.

5.4.1 Should Tenderers be unable to comply with this validity period, an alternative validity period may be inserted Hereunder

This tender holds good until _____(state alternative period)

Respondent's Signature

Date and Company Stamp



5.4.2 DELIVERY PERIOD

Delivery of the Telephone equipment and accessories is to be negotiated in accordance with the successful tenderer, yet a proposed delivery schedule is to accompany your offer, detailing the lead time from award of business until delivery.

5.4.2.1. The proposed delivery lead time is to be inserted In the pricing schedule (to be displayed in weeks calculated from award of business)

5.4.2.2. Attention is directed to the following and the tenderer is to furnish the following information:-

What action he/she proposes taking to ensure continuity of supply during non working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which could occur within the delivery period :-

5.4.2.3. The tenderer must stated hereunder the annual closedown period and also if this period has been included in the delivery period offered.

5.5 DESTINATION/CONSIGNEE/DELIVERY POINTS

5.5.1. Prices submitted by the Tenderers MUST include all costs to effect delivery delivery directly to a Transnet depot in Gauteng Central Region .Precise address to be provided to the successful bidder.

5.6. PENULTIES FOR LATE DELIVERIES

Prices for late delivery, will apply to any award of business as a result of this tender, the conditions and rates will be finalized during negotiations.

5.7 EXECUTIVE OVERVIEW

Transnet Operating Divisions currently procure their requirements through a number of service providers. Our objective is tot source all activity through a Preferred Supplier(s) capable of servicing all Transnet Operating Divisions in locations around the country.

In this spirit of partnership, Transnet and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- Transnet must receive reduced cost of acquisition and improved service benefit resulting from the Supplier's economies of scale and streamlined service processes.

Respondent's Signature

5

Date and Company Stamp



- Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen supplier.
- Transnet must receive proactive improvements from the Suppliers with respect to supply of Goods and related processes.
- Transnet overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- Transnet end users must be able to rely on chosen Supplier's personnel for service enquiries, recommendations and substations.
- Transnet must reduce costs by streamlining its acquisition of Goods, including managed service processes on a Group basis.

5.8. SCOPE OF REQUIREMENTS

- a) This RFQ is for various materials that are utilised by Transnet at various depots
- b) Delivery will be required direct to the Gauteng Depot ordering the materials.

6. Please note that this RFQ closes punctually at 10:00 on Tuesday, 1st March 2011
7. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
8. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
9. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
10. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
11. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
12. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the US7 General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

Respondent's Signature

6

Date and Company Stamp



13. BROAD-BASED BLACK ECONOMIC EMPOWERMENT (“BBE”)

TRANSNET fully endorses and supports the South African Government’s Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a “preference” in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R 30,000 will as far as possible be earmarked for EME’s.

TRANSNET consequently urges Respondents (Large enterprises and QSE’s – see below) to have themselves duly accredited by any one of the Accreditation Agencies approved by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.

However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

BBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.

Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all 7 (seven) elements of the BBEE scorecard
 - Enterprises to provide BBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
 - Rating based on any 4 (four) of the elements of the BBEE scorecard
 - Enterprises to provide BBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**



- Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
- EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.

Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.

Turnover: Indicate your company's most recent annual turnover:

R.....

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

Respondent's Signature

8

Date and Company Stamp



Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBEE UNIQUE PROFILE NUMBER:

Failure to submit your BBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBEE evaluation.

Suppliers and Tenderers are requested to duly complete the Supplier Declaration Form (SDF) and provide all the relevant supporting attachments as requested. Failure to provide the following may disqualify your tender submission:-

1. Duly completed SDF
2. Current tax clearance certificate

The Supplier and Tenderer shall furnish proof of the above to Transnet. Transnet at its sole discretion may decide to allow certain price preferences in order to uplift the historically disadvantaged in terms of the PPPFA (Act 5 of 2000).

Transnet insists on honesty and integrity beyond reproach at all times and will not tolerate any form of improper influencing, bribery, corruption, fraud, or any other unethical conduct on the part of bidders/ Transnet employees. If, in the opinion of Transnet's Chief Operating Officer, a tenderer/contractor/ supplier has or has caused to be promised, offered or given to any Transnet employee, any bribe, commission, gift, loan, advantage or other consideration, Transnet shall be entitled to revoke the tender / contract by following its internal policies that govern the Exclusion process. In such an event Transnet will be entitled to place any Tenderer/Contractor/Supplier who has contravened the provisions of Transnet's business ethics on its List of Excluded Tenderers. This List will also be distributed to all other State Owned Enterprises and Government Departments.

Transnet invites its valued suppliers to report any allegations of fraud, corruption or other unethical activities to Transnet Tip-offs Anonymous, at any of the following addresses/contract numbers :-

- Toll free anonymous hotline – 0800 003 056
- Email – Transnet@tip-offs.com
- Fax number – 0800 007 788
- Freepost DN 298, Umhlanga Rocks, 4320

Confidentiality is guaranteed.

14. COMMUNICATION

Respondents are warned that a response will be liable to 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 enquiries relating to the RFQ to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFQ, communicate with the Secretary of the Transnet Freight Rail Acquisition Council, at telephone number 011 544 9496 or fax no. 011 774 9760 on any matter relating to its RFQ response.

Respondent's Signature

Date and Company Stamp



15. RFQ SCHEDULE

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with Transnet representatives at a location to be agreed.

16. 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:
 - Respondent's latest audited financial statements;
 - Respondent's valid Tax Clearance Certificate.

17. COMPLIANCE

The successful Respondent (hereinafter referred to as the "Supplier") shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

18. ADDITIONAL NOTES:

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- Respondent are to note that Proposals in which firm prices are quoted for the duration of any resulting contract may you receive precedence over price which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Proposal must be legally authorized by the Respondent to do so (Refer Section 4). A list of those person(s) authorized to negotiate on your behalf (if not the authorized signatories) must also be submitted along with the Proposal together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of manufacture (works) during this process.

NB: Unless otherwise expressly stated, all Proposals furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. Transnet reserves the right to reject any or all offers.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A PROPOSAL BEING REJECTED**

19. DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Proposal in response to it. In particular, please note that Transnet reserves the right to:

Respondent's Signature

10

Date and Company Stamp



- modify the RFQ's Services and request Respondents to re-bid on any changes
- reject any quotation/proposal which does not conform to instructions and specifications which are detailed herein
- disqualify Quotations/Proposals submitted after the stated submission deadline
- not necessarily accept the lowest priced Quotation/Proposal
- reject all Proposals, if it so decides
- award a contract in connection with this Proposal at any time after the RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this Proposal, whether or not the Respondent is awarded a contract.

20. PAYMENT TERMS

Bidders are to take note that Transnet will not consider proposals that require a down - payment together with the contract. Material and components may only be invoiced after such component has been installed and commissioned. Payment for components delivered or on hand will not be considered unless the component has been installed, commissioned and is operational. Payment will be effected in terms of Clause 10 of US7 attached.

21. LEGAL REVIEW

Any Proposal submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet's Legal Counsel.

Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....

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

 Respondent's Signature

 Date and Company Stamp



SECTION 2

RFQ NUMBER: HOAC-VAR-6928

SUPPLY AND DELIVERY AS AND WHEN REQUIRED OF TELEPHONE EQUIPMENTS AND ACCESSORIES TO GAUTENG CENTRAL REGION FOR A PERIOD OF TWO YEARS

BACKGROUND, OVERVIEW , SCOPE SPECIFICATION OF REQUIREMENTS

1. **BACKGROUND**

2. **EVALUATION CRITERIA**

Transnet will utilise the following criteria (not necessarily in this order) in choosing a Supplier, if so required:

- Pricing - Whilst not the sole factor for consideration, competitive pricing and overall level of discounts will be critical in the Evaluation and Recommendation.

“ORDER WINNING” CRITERIA

Commercial:

Sub-Criteria

- Competitive pricing
- References of previous performance record

Technical:

Sub-Criteria

- SABS/Brand Specification Compliance
- Risk /Safety plan
- Technical capacity/resources
- Delivery/schedule

BBBEE

Sub-Criteria

- Provide BBBEE certificate and scorecard

Respondent's Signature

12

Date and Company Stamp



“A N N E X U R E A”

P R I C I N G S C H E D U L E

NOTE:

The goods will be procured on an As and When Required basis, hence the quantities cannot be provided

Respondent's Signature

13

Date and Company Stamp



“A B X U R E A” PRICING SCHEDULE

Material Number	Description	Unit	Price Excl Vat
57000064	BATTERY PRIMARY DRY CELL 1.5 VOLT LEAKPROOF WITH STEEL JACKET. DIMENSIONS: 32 MM DIAMETER X 61 MM. MN1300 DURACELL SABS SPEC 180-1975	EA	
57000848	BATTERY NONRECHARGEABLE PRIMARY DRY CELL, 1.5 VOLTS (PENLIGHT) 13.5 MM DIAMETER X 50 MM. LEAKPROOF WITH STEEL JACKET, SABS SPEC 180-1975, MN1500 DURACELL STORES DESCRIPTION/ONLY DURACELL(ACCEPTED)	EA	
57005120	BATTERY NONRECHARGEABLE PRIMARY DRY CELL, 4.5 VOLT ALKALINE WITH TWO BRASS BLADES, 67 MM X 62 MM X 22 MM, 1203 DURACELL	EA	
57039775	BATTERY NONRECHARGEABLE PRIMARY DRY CELL, 1.5 VOLTS (SMALL PENLIGHT) LEAKPROOF WITH STEEL JACKET, DIMENSIONS: 10.3 MM DIAMETER X 44.5 MM, SIMILAR TO EVEREADY R03.S	EA	
57000153	BATTERY NONRECHARGEABLE PRIMARY DRY CELL, 9 VOLT MINIATURE LEAKPROOF WITH STEEL JACKET, DIMENSIONS: 26 MM X 17 MM X 50 MM WITH PRESS-STD TERMINALS, SIMILAR TO EVEREADY PP3.	EA	
57006287	BATTERY NONRECHARGEABLE PRIMARY DRY CELL, 1.5 VOLT ALKALINE TYPE AAA, MN2400 DURACELL.	EA	
57000040	BATTERY NONRECHARGEABLE BATTERY, PRIMARY DRY CELL, 1.5 VOLT SMALL ROUND LEAKPROOF WITH STEEL JACKET, DIMENSIONS: 24.7 MM DIA X 49 MM HEIGHT, MN1400 DURACELL, SIMILAR TO EVEREADY R14PP.	EA	
57043346	BAG, CANVAS WITH REINFORCED BOTTOM FOR TOOLS AND SPARE PARTS, 508 MM X 230 MM X 230 MM OPEN WIRE ROUTE CONSTRUCTION, DRAWING NUMBER SAR ST-CAA-122-S2	EA	
57043346	SOLDER LEAD TIN ALLOY MULTI CORE RESIN, TO CONFORM TO THE FOLLOWING REQUIREMENTS ELEMENT BASIC COMPOSITION % LEAD 40.0, TIN 60, 1.25 MM DIA, SUPPLIED IN 500 GRAM REELS	EA	
57001943	BATTERY NONRECHARGEABLE PRIMARY DRY CELL, 4.5 VOLT RECTANGULAR CARDBOARD JACKET WITH SOCKET FOR TWO-PIN POLARISED PLUG DIMENSIONS: 100 MM X 110 XX X 33 MM SIMILAR TO EVEREADY 746	EA	
57000128	BATTERY NONRECHARGEABLE PRIMARY DRY CELL 6 VOLT OCTAGONAL WITH TWO BRASS SPIRAL SPRING TERMINALS, DIMENSIONS: 67 MM X 67 MM X 102 MM HEIGHT EXCLUDES TERMINALS SIMILAR TO EVEREADY 509.	EA	
57102831	TAPE INSULATION, PVC 19MMX 20M BLACK	EA	
57037268	TAPE, CABLE JOINTING, RESTRICTING TAPE, 25 MM WIDE X 9 METRE ROLLS.	EA	
57103903	CABLE TIE 4.7X202MM	EA	
57103545	BATTERY NON RECHARGEABLE ALKALINE 'PP3' 9	EA	

Respondent's Signature

Date and Company Stamp



57102007	PLUG CONNECTOR 3PIN, 250V 16A	EA	
57037222	VALVE, CHECK APPLICATION OF SEALING COMPOUND IN CABLE JOINTING TO QUOTED PART NUMBER OR EQUAL, P/N P-1B, SCOTCHCAST	EA	
57037210	NOZZLE, SEALING GUN CABLES, USE WITH SCOTCHCAST CABLE SEALING GUN, PART NUMBER P-5B SCOTCHCAST.	EA	
57103751	SLEEVE PLASTIC 40LB, 1.27MM, BLUE	EA	
57102990	SLEEVE PAPER, 40LB, 1.27MM	EA	
57102003	BLADE HACKSAW JUNIOR	EA	
57103648	HEATSHRINK 92-30 X650MM SATS MOD, XAGA 1	EA	
57103544	BATTERY NON RECHARGABLE ALKALINE 'D' 1.5	EA	
57103542	BATTERY NON RECHARGABLE ALKALINE 'AAA'	EA	
57103541	BATTERY NON RECHARGABLE ALKALINE 'AA'	EA	
57102998	CABLE TIE 7.8X394MM	EA	
57100094	WIRE CROSS CONNECTION RED WHITE 0.5MM	EA	
57037246	TAPE, INSULATION, ELECTRICAL	EA	
57103915	CONNECTOR PLUG RJ11	EA	
57103912	CONNECTOR MODULAR GRIMP 6 WAY 6 PIN RJ12	EA	
57103759	BLADE HACKSAW 18 TEETH/25.4MM	EA	
57103635	FUSE 4A 5X20MM	EA	
57103058	WIRE XCONNECTING BLUWHT 0.5MM	EA	
57100286	CONNECTOR PLUG RJ9 TEL CORD	EA	
57000015	BATTERY, NONRECHARGEABLE, PRIMARY DRY CELL, 1.5 VOLT SQUARE, 63 MM X 33 MM X 185 MM, SIMILAR TO DS2M LE CARBONE MANGANESE DIOXIDE DEPOLARISED FITTED WITH BRASS TERMINALS, INDUSTRIAL TYPE BATTERIES, DS2M LE CARBONE	EA	

NOTE:

The goods will be procured on an As and When Required basis, hence the quantities cannot be provided.

Respondent signature _____

Date and Company Stamp _____



SECTION 3

RFQ NUMBER: HOAC-VAR-6928

SUPPLY AND DELIVERY AS AND WHEN REQUIRED OF TELEPHONE EQUIPMENTS AND ACCESSORIES TO GAUTENG CENTRAL REGION FOR A PERIOD OF TWO YEARS

“PREVIEW COPY ONLY”

PROPOSAL FORM

Respondent's Signature

16

Date and Company Stamp



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 ofonly; 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

Respondent's Signature

Date and Company Stamp



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:

NOTIFICATION OF AWARD OF RFQ

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).

TAX (VAT) REGISTRATION NUMBER

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

TAX CLEARANCE CERTIFICATE

Respondents are required to forward a valid copy of their company's Tax Clearance Certificate with their Proposal.

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

Respondent's Signature

Date and Company Stamp



NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation (C.C.) on whose behalf the RFP is submitted.

- (i) Registration number of company / C.C.
- (ii) Registered name of company / C.C.
- (iii) Full name(s) of director/member(s) Address/Addresses ID Number/s

.....
.....
.....
.....
.....

REGISTRATION CERTIFICATE

Respondents must submit a certified copy of their company's Registration Certificate with their Proposal.

NAME AND ADDRESS OF ACCREDITED AGENT

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Goods.

Name
Address

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Goods, which is either directly or indirectly related to Transnet's business, written approval to divulge such information will have to be obtained from Transnet.

DISCLOSURE OF PRICES TENDERED

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

Respondent's Signature
19
Date and Company Stamp



YES	
-----	--

NO	
----	--

DECLARATION

Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the Transnet Group:

YES	
-----	--

NO	
----	--

If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

(Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from future business with Transnet)

RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses (see tick):

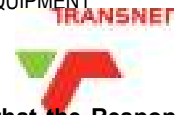
Notice to Bidders – Section 1	√
Background overview and schedule of requirements– Section 2	√
Proposal Form – Section 3	√
Resolution of Board of Directors– Section 4	√
Certificate of Acquaintance with RFQ Documents – Section 5	√
Standard Terms and Conditions of Contract, Form US7– Section 6	√
General Tender Conditions, Form CSS5 –Section 7	√
Non-Disclosure Agreement – Section 8	√
Suppliers Code of conduct -Section 9	√
Supplier’s Declarations Form (SDF)-Section-10	√

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and , as indicated in the footer of each page, must be signed and dated

By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to

Respondent’s Signature

Date and Company Stamp



form part hereof and Transnet Limited 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.

SIGNED at _____ on this _____ day of _____ 2010.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

_____ _____	
DESIGNATION	

"PREVIEW COPY ONLY"

 Respondent's Signature

 Date and Company Stamp



SECTION 4

RFQ NUMBER: HOAC-VAR-6928

SUPPLY AND DELIVERY AS AND WHEN REQUIRED OF TELEPHONE EQUIPMENTS AND ACCESSORIES TO GAUTENG CENTRAL REGION FOR A PERIOD OF TWO YEARS

SIGNING POWER: RESOLUTION OF BOARD OF DIRECTORS

NAME OF COMPANY: _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to Tenders, Proposals and/or Contracts for the supply of Goods.

FULL NAME _____ SIGNATURE CHAIRMAN

FULL NAME _____ SIGNATURE SECRETARY

Respondent's Signature

Date and Company Stamp



SECTION 5

RFQ NUMBER: HOAC-VAR-6928

SUPPLY AND DELIVERY AS AND WHEN REQUIRED OF TELEPHONE EQUIPMENTS AND ACCESSORIES TO GAUTENG CENTRAL REGION FOR A PERIOD OF TWO YEARS

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2010

WITNESS: _____

SIGNATURE OF RESPONDENT

Respondent's Signature

23

Date and Company Stamp



SECTION 6

RFQ NUMBER: HOAC-VAR-6928

SUPPLY AND DELIVERY AS AND WHEN REQUIRED OF TELEPHONE EQUIPMENTS AND ACCESSORIES TO GAUTENG CENTRAL REGION FOR A PERIOD OF TWO YEARS

STANDARD TERMS AND CONDITIONS

OF CONTRACT (US7-GOODS)

Refer Form US7 attached hereto

Respondent's Signature

24

Date and Company Stamp



SECTION 7

RFQ NUMBER: HOAC-VAR-6928

S SUPPLY AND DELIVERY AS AND WHEN REQUIRED OF TELEPHONE EQUIPMENTS AND ACCESSORIES TO GAUTENG CENTRAL REGION FOR A PERIOD OF TWO YEARS

GENERAL TENDER CONDITIONS

FOR THE SUPPLY OF GOODS TO TRANSNET

Refer Form CSS5 attached hereto.

Respondents should note the obligations as set out in Clause 24 of the General Tender Conditions (Section 7) which reads as follows:

“The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 – Goods, a copy of which is attached hereto.

Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents, except penalties for late deliveries, the exclusion of which may disqualify the RFP, save where indicated otherwise by Transnet.”

Respondent's Signature

25

Date and Company Stamp



SECTION 8

RFQ NUMBER: HOAC-VAR-6928

SUPPLY AND DELIVERY AS AND WHEN REQUIRED OF TELEPHONE EQUIPMENTS AND ACCESSORIES TO GAUTENG CENTRAL REGION FOR A PERIOD OF TWO YEARS

NON-DISCLOSURE AGREEMENT (“NDA”)

Complete and sign NDA attached hereto

Respondent's Signature

26

Date and Company Stamp



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the day of 2010

BETWEEN:

- (1) **Transnet Limited** ("Transnet") (Registration Number 1990/000900/06) whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001, and
- (2) [.....] ("the Company") (Registration Number) 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 Proposal.

IT IS HEREBY AGREED

1. Interpretation

1.1 In this Agreement:-

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

"**Confidential Information**" means Information 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 Proposal 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:-

- (i) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this letter); or

Respondent's Signature

27

Date and Company Stamp



- (ii) 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
- (iii) 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;

"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;

"Proposal" means the aggregation of Transnet's Request for Information (RFI) and Request for Proposal (RFP).

2. Confidential Information

- 2.1 The Receiving Party will treat and keep all Confidential Information 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.
- 2.2 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 Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.
- 2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:
 - (i) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 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
 - (ii) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 (ii) above, it shall promptly notify the Disclosing Party and co-operate 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.

Respondent's Signature

28

Date and Company Stamp



- 2.5 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 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.
- 2.6 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.

3. Records and return of Information

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.
- 3.2 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.
- 3.3 The Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:
- (i) Return all written Confidential Information (including all copies); and
 - (ii) 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 Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.3(i) above.

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (ii) above.

- 3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (ii) above.

4. Announcements

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal without the prior written consent of the other party.

Respondent's Signature

29

Date and Company Stamp



4.2 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.

5. Duration

The obligations of each party and its Agents under this Agreement shall [be continuing and shall survive the termination of any discussions or negotiations between the parties regarding the Proposal continue for a period of 3 (three) years.

6. 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 Proposal and in complying with the terms of this Agreement.

7. Representations

7.1 Each party agrees that any Information made available to the Receiving Party or its Agents for the purpose of negotiations or discussions in relation to the Proposal will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party.

7.2 Except in the case of fraudulent misrepresentation, the Disclosing Party accepts no responsibility for nor makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Information made available to the Receiving Party or its Agents.

8. Adequacy of damages

8.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.

8.2 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by 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.

9. Data Protection

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

10. General

Respondent's Signature

Date and Company Stamp



- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 10.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 10.6 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorised representatives.

TRANSNET LIMITED:

By:
(Signature)

Print name: _____

Title: _____

Date: _____

[*Insert company name*]:

By:
(Signature)

Print name: _____

Title: _____

Date: _____



SECTION 9

RFQ NUMBER: HOAC-VAR-6928

SUPPLY AND DELIVERY AS AND WHEN REQUIRED OF TELEPHONE EQUIPMENTS AND ACCESSORIES TO GAUTENG CENTRAL REGION FOR A PERIOD OF TWO YEARS

SUPPLIERS CODE OF CONDUCT

“PREVIEW COPY ONLY”

Respondent's Signature

32

Date and Company Stamp



Suppliers Code of Conduct

“PREVIEW COPY ONLY”



Respondent's Signature

33

Date and Company Stamp



Suppliers Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This, however, must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support.

These are:

- » Transnet Procurement Policy - A guide for tenderers;
- » Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- » The Public Finance Management Act (PFMA);
- » The Broad Based Black Economic Empowerment Act (BBBEE); and
- » The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

Transnet will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- » Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.



Respondent's Signature

34

Date and Company Stamp



- >> Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.
- >> There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.



Transnet is firmly committed to free and competitive enterprise.

- >> Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- >> Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBEEE spend (fronting).

Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.

- >> Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.



Respondent's Signature

Date and Company Stamp



These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc);
 - Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.
- » Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- » Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

- » Doing business with family members.
- » Having a financial interest in another company in our industry.

Show that you support good business practice by logging onto www.transnet-suppliers.net and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

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

Respondent's Signature

36

Date and Company Stamp



SECTION 10

RFQ NUMBER: HOAC-VAR-6928

SUPPLY AND DELIVERY AS AND WHEN REQUIRED OF TELEPHONE EQUIPMENTS AND ACCESSORIES TO GAUTENG CENTRAL REGION FOR A PERIOD OF TWO YEARS

SUPPLIERS DECLARATIONS FORM ("SDF")

“PREVIEW COPY ONLY”

Respondent's Signature

37

Date and Company Stamp



Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB:

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's**

Respondent's Signature

38

Date and Company Stamp



services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

Regards,
 Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*

Supplier Declaration 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 E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
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 Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate			Yes		No		
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ		Permanent		Part time			
Transnet Contact Person							
Contact number							
Transnet operating division							

Respondent's Signature

Date and Company Stamp



Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(* - Minimum requirements)

2.1 Indicate the business sector in which your company is involved/operating:

Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

2.2 What is your company's annual turnover (excluding VAT)? *

<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3 Where are your operating/distribution centres situated *

Respondent's Signature

40

Date and Company Stamp



3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable) (* - Minimum requirements)

3.1	Did the firm previously operate under another name? *		
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

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

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

3.4	List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *							
SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

3.5	List details of current directors, officers, chairman, secretary etc. of the firm: *					
SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

3.6	List details of firms personnel who have an ownership interest in another firm: *
------------	--

Respondent's Signature

Date and Company Stamp



SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

(Please tick as applicable) (* - Minimum requirements)

4.1 How many personnel does the firm employ? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.1.1 In terms of above kindly provide numbers on women and disabled personnel? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2 Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1 Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

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

4.2.2 Is your company a recipient of Enterprise Development Contributions?*

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

4.2.3 May the above mentioned information be shared and included in Transnet Supplier Database for future reference? *

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

4.2.4 If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *

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

4.2.5 If yes (above) kindly provide the following information:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL

Respondent's Signature

Date and Company Stamp



Permanent						
Part Time						

4.2.6	In terms of above kindly provide numbers on woman and disabled personnel:					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

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

4.2.8	Are any of your family members employees of Transnet?		
YES		NO	

4.2.9	If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

Internal Transnet Departmental Questionnaire (for office use only)

Section 1: To be completed by the Transnet Requesting / Sourcing Department											
TFR		TRE		TPT		TPL		TNPA		TRN	
Creat		Amen		Block		Unblock		Once-Off / Emergency			
Extend		Delet		Undel							

Supplier's trading name											
Supplier's registered											
Please indicate if the Supplier has a contract with sourcing Transnet OD							Yes		No		
If yes please submit a copy of the letter of award											

a) What is being procured from the supplier?			
i. Products only	Yes		No
ii. Services only	Yes		No
iii. Labour only	Yes		No
iv. Mix of services and	Yes		No
v. Mix of services and labour	Yes		No

Respondent's Signature

Date and Company Stamp



b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
-----	--	----	--

c) If your reply to (b) is **“NO”**, please furnish

d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :

*I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS **IN ALL RESPECTS** BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER*

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	

Tel No:		Fax	
----------------	--	------------	--

Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of															
NARROW BASED (NB)				BROADBASED (BBBEE)											
BEE O/S	BWBE	DPBE	MR	CONTR. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE							
Name				Grade				Date				Signature			
								Y Y Y Y M M D D							
								Y Y Y Y M M D D							

Respondent's Signature

Date and Company Stamp