



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No ERAC RCB 22676BD179

FOR THE SUPPLY OF: VARIOUS OFFICE FURNITURE

FOR DELIVERY TO: RICHARDS BAY

ISSUE DATE: 03 OCTOBER 2016 TO 6 OCTOBER 2016

CLOSING DATE: 12 OCTOBER 2016

CLOSING TIME: 12:00

OPTIONAL BREIFFING SESSION

DATE: 7th OCTOBER 2016

**PLACE: 4 KIEWIET STREET, MALAHLE HOUSE, EMPANGENI,
BOADRROOM 214**

TIME: 11:00 AM

VALIDITY PERIOD: 90 BUSINESS DAY

VALIDITY DATE: 21 FEBRUARY 2017

Section 1
NOTICE TO BIDDERS

1 Invitation to bid

DESCRIPTION	SUPPLY AND DELIVER OFFICE FURNITURE [the Goods]
BID FEE AND BANKING DETAILS	N/A
INSPECT / COLLECT DOCUMENTS FROM	<p>This bid may be downloaded free of charge directly from the Transnet Freight Rail tender website at: http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</p> <p>Alternatively, this RFQ may be collected from 4 Kiewit street, Malahle house, Empangeni for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and the tender document may be collected between 09:00 and 15:00 from [03/10/2016] until [06/10/2016].</p> <p>This RFQ may be picked up from the following address: RECEPTION, 4 Kiewit street, Malahle House, Empangeni.</p>
NON COMPULSORY BRIEFING SESSION	<p>A non-compulsory pre-proposal RFQ briefing will be conducted at 4 Kiewit street, Malahle House, Empangeni on the 07th October 2016, at 11:00 for a period of ± 1hour. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.</p>
CLOSING DATE	<p>12:00 on Tuesday 12 October 2016 This tender shall close punctually at the following address: FAK: 011 773 0866 EMAIL: TCPTENDERSRICHARDSBAY@transnet.net CLOSING VENUE: EMPANGENI</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
VALIDITY PERIOD	<p>90 Business Days from Closing Date. End of validity period: 21 February 2016</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>
SPECIAL CONDITIONS	<p>Bidders are to note that this bid may also be downloaded directly from the Transnet Freight Rail tender website free of charge. If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by [06/10/2016] by sending an email with their contact details to the following address: Yogeshnie.gengan@tranenet.net This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond.</p> <p>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.</p>

2 Responses to RFQ

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

3 COMPULSORY LOCAL CONTENT THRESHOLD

In terms of section 9(1) of the Preferential Procurement Regulations, 2011, and the Instruction Note issued by National Treasury on the "Invitation and Evaluation of Bids based on a stipulated minimum threshold for local content and production for the **FURNITURE PRODUCTS** Sector," Transnet is required to set a stipulated minimum threshold be set for this RFQ.

3.1 Local Content Threshold

A Local Content threshold of following items will be required for all Goods to be manufactured by a successful Respondent:

Description of Goods /Services	Local Content Threshold
Upholstered Seat with Back Fixed Seat Auditorium 4 seater Black	70%
Custom made Lockers 4 Door	85%
Zelda Visitors Sleigh Base Arm Chair Black Epoxy Frame	70%
Hinged Door System Cupboard 925x432x1500H Empty Cherry Veneer	100%
Classique Desk Screen 1800x1000 - Inlay Cherry Veneer	85%
Lexus Cluster Central Locking Pedestal 2 drawers Harvard Cherry	85%
4x4 H/B Chair Top 200 Tech Flexi Arm Nylon base Contr Black	65%
Hinged Door Systems Cupboard 925x450x1500H 3 Shelves Harv Cherry	100%
Art Deskbase Screen-Straight Alum Frame- 1600x600 Cont Black	N/A
Diva Visitors Sleigh Armchair-Black Epoxy Frame Contract Black	70%
Classique Central Lock-Mobile Ped-P/PI Draw-3 Std Cherry Veneer	85%
Lexus Cluster Core Top 1600x1100-Rhs Harvard Cherry	85%
Lexus Cluster Core Top 1600x1100-Lhs Harvard Cherry	85%
Saver-Arm Chair 4 Legged black Epoxy Frame Contr Black	70%
Rexel Notice Board Felt Grey 1200x900	N/A
Rectangular Table-Melamine Top 1400x700 Cherry Melamine	85%
Perforated Modesty Pnl-1600 Desk Silver	85%
76 Diameter Silver Pole Leg Steel Silver	N/A

For further guidance with regard to the determination of "Local Content," Respondents must refer to the following documentation:

- SABS approved technical specification number SATS 1286:2011
- Guidance on the calculation of Local Content

[Available on the DTI website: <http://www.thedti.gov.za>]

3.2 **Mandatory RFQ Annexures**

The regulatory and mandatory RFQ Annexures, which must be completed by all Respondents in order to declare Local Content, are as follows:

- Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]
- Annexure C – Local Content Declaration: Summary Schedule

Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:

- Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C
- Annexure E – Local Content Declaration: Supporting Schedule to Annexure C

After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid. Declarations D and E should be kept by Respondents for verification purposes for a period of at least 5 years. The successful Respondent is required to continuously update Declaration C, D and E with the actual values for the duration of the contract. In addition to what is stated above regarding Annexures D and E, please note that these declarations are to be submitted as part of the Essential Returnable Documents - See Section 2 of RFQ.

Although Annexure D and Annexure E need not be submitted with Proposals, Transnet reserves the right to call for these Supporting Schedules if required.

3.3 **Challenges meeting the Local Content Threshold**

Should, after the award of a Bid, the Supplier experience challenges in meeting the stipulated minimum threshold for Local Content, Transnet is required to inform the DTI accordingly in order for the DTI to verify the circumstances and provide directives in this regard.

2.4 **Local Content Obligations**

Respondents are to note that the Local Content commitments made by the successful Respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local obligations, non-compliance penalties shall be applicable as per the contract or Standard RFQ Terms and Conditions for the Supply of Goods and Services. Breach of Local Content obligations also provide Transnet cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.

4 **Broad-Based Black Economic Empowerment [B-BBEE]**

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As explained in more detail in the B-BBEE Preference Point Claim Form (Section 6), Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

Respondents are required to complete Section 6 and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

Note: Failure to submit valid and original (or a certified copy of) proof of the Respondent's compliance with the B-BBEE requirements stipulated in Section 6 of this RFQ (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.

5 Communication

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

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

Name: Boniswa Dlamini Email: Boniswa.dlamini@transnet.net
Telephone: 035 906 7057

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

Telephone 035 906 7503 Email: Lizelle.Smith@transnet.net

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 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.

11 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;

- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- make no award at all;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise; and/or
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract and/or place the Respondent on Transnet's list of Restricted Suppliers.

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document. In the event of any Respondent being notified of such short-listed/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

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

Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

12 Specification/Scope of Work

REFER TO ANNEXURE F ATTACHED

13 Legal review

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

14 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

15 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Respondent who has failed to register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Transnet in order to enable it to verify information on the CSD:

(Supplier Number: _____ unique registration reference number: _____.)

16 Tax Compliance

Regulation 14 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act (PPPFA) states that no tender may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order.

16.1 New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorize any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Respondents are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: _____

Tax Clearance Certificate & TCC Number: _____ and PIN: _____.

16.2 Tax Compliance Requirements for Foreign Entities

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate / tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on their tax obligation categorization. The affidavit must confirm an answer of "No" to **all** questions below in order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

- a) Is the entity a tax resident of the Republic of South Africa (RSA)?
- b) Does the entity have a branch/locally registered entity in the RSA?
- c) Does the entity have a permanent establishment in the RSA?
- d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after

deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?

e) Is the entity liable in the RSA for any form of taxation in the current tax year?

If a Respondent's answers to any one (or more) of the questions above changes to a "Yes" at any time during the bid process and/or after award of the contract (should a particular Respondent be successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly with either a tax clearance certificate / tax clearance PIN issued by SARS.

17 Protection of Personal Data

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information are contained in paragraph 37 of the General Bid Conditions.

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

TIP-OFFS ANONYMOUS : 0800 003 056

Preview Copy

RFQ FOR THE PROVISION/SUPPLY OF: OFFICE FURNITURE
CLOSING VENUE: EMPANGENI
CLOSING DATE & TIME: 12/10/2016 AT 12:00
VALIDITY PERIOD: 21/02/2017 (90 Business Days)

SECTION 2
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

18 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	<ul style="list-style-type: none"> • Completeness of response and returnable documents • Submission of Mandatory Documents / Schedules • Submission of Essential Documents / Schedules • Submission of Other Documents / Schedules <p>All pages of the tender submission is signed by the Bidder/Respondent</p>
Substantive responsiveness	<p>Prequalification criteria, if any, must be met and</p> <ul style="list-style-type: none"> • Whether the Bid materially complies with the scope and/or specification given without any material deviations or qualifications. • Compliance to Specification or Similar
Local Content Threshold	<p>This RFQ is subject to regulation 9 (1) of the Preferential Procurement Policy Framework Act as -FURNITURE PRODUCTS SECTOR has been designated for local production and content. As such, Respondents will be required to meet a stipulated minimum threshold for local production and content as stipulated in the relevant Instruction Note issued by National Treasury. The stipulated minimum threshold/s applicable is/are as follows: 65% - 100%.</p>
Final weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none"> • Pricing and price basis [firm] • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

19 Validity Period

Transnet requires a validity period of 90 [ninety] Business Days from the closing date of this RFQ. Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the

successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

With regard to the validity period of short-listed bidders, please refer to Section 1, paragraph 10.

This RFQ is valid until __21 February 2016__.

20 Disclosure of Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

21 Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
ANNEXURE A : Clause-by-clause schedule (attach product sheet)	
ANNEXURE B – Declaration Certificate for Local Production and Content [SBD6.2]	
ANNEXURE C – Local Content Declaration: Summary Schedule	

b) Essential Returnable Documents

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **essential Returnable Documents** as detailed below.

Essential Returnable Documents required for evaluation purposes:

Failure to provide all essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
- Valid and original (or a certified copy) proof of Respondent's compliance to B-BBEE requirements stipulated in Section 6 of this RFQ	
ANNEXURE D – Imported Content Declaration: Supporting Schedule to Annexure C	
ANNEXURE E – Local Content Declaration: Supporting Schedule to Annexure C	

Other Essential Returnable Documents:

Failure to provide other essential Returnable Documents may result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

Please confirm submission of these essential Returnable Documents by indicating Yes or No in the table below:

OTHER ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
- 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	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate/PIN for each party]	
SECTION 4: Certificate of Acquaintance with RFQ Documents	
SECTION 5: RFQ Declaration and Breach of Law Form	
SECTION 6: B-BBEE Preference Claim Form	
ANNEXURE F – Declaration Certificate For Local Production And Content For Designated Sectors	

22 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

Respondent's Signature

Date & Company Stamp

SECTION 3

QUOTATION FORM AND CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENT

I/We _____
 hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

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

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

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotation 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" Richards bay basis, excluding VAT:

Item No	Description of Goods /Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Upholstered Seat with Back Fixed Seat Auditorium 4 seater Black	EA	10		
2	Custom made Lockers 4 Door	EA	30		
3	Zelda Visitors Sleigh Base Arm Chair Black Epoxy Frame	EA	9		
4	Hinged Door System Cupboard 925x432x1500H Empty Cherry Veneer	EA	3		
5	Classique Desk Shell 1800x1000 - Inlay Cherry Veneer	EA	2		
6	Lexus Cluster Central locking Pedestal 2 drawers Harvard Cherry	EA	8		
7	4x4 H/B Chair Top 200 Mech Flexi Arm Nylon base Contr Black	EA	4		

 Respondent's Signature

 Date & Company Stamp

Item No	Description of Goods /Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
8	Hinged Door Systems Cupboard 900x450x1500H 3 Shelves Harv Cherry	EA	4		
9	Art Deskbase Screen-Straight Alum Frame- 1600x600 Cont Black	EA	6		
10	Diva Visitors Sleigh Armchair- Black Epoxy Frame Contract Black	EA	4		
11	Classique Central Lock-Mobile Ped-P/PI Draw-3 Std Cherry Veneer	EA	3		
12	Lexus Cluster Core Top 1600x1100-Rhs Harvard Cherry	EA	5		
13	Lexus Cluster Core Top 1600x1100-Lhs Harvard Cherry	EA	5		
14	Saver-Arm Chair 4 Legged Black Epoxy Frame Contr Black	EA	8		
15	Rexel Notice Board Felt Grey 1200x900	EA	5		
16	Regtangular Table-Melamine Top 1400x700 Cherry Melamine	EA	5		
17	Perforated Modesty Pnl-1600 Desk Silver	EA	5		
18	76 Diameter Silver Pole Leg Steel Silver	EA	14		
TOTAL PRICE, exclusive of VAT:					
VAT (if applicable)					
Total Inclusive of VAT (where applicable)					

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

Notes to Pricing:

- a) All Prices must be quoted in South African Rand.
- 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.

Respondent's Signature

Date & Company Stamp

**SECTION 4
 CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet 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 in calculating tendered prices or any other purpose:

1. Transnet's General Bid Conditions*
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact*
4. Non-disclosure Agreement*
5. Vendor Application Form* and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading "Existing vendors".
Respondents are to note that the documents marked with a "*" are available on request or at the Transnet website (www.transnet.net). Please click on "Business with Us", proceed to the tab "Tenders" and then click on "Standard Bid Documents".

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid or update their information in the table below:

Transnet Operating Division [e.g. TFR, TE, etc]	Vendor Number	Information still current [tick if applicable]	Information change [indicate detail of change/s & attach appropriate proof]

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and complete in every respect.

 Respondent's Signature

 Date & Company Stamp

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Preview copy

Respondent's Signature

Date & Company Stamp

SECTION 5

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

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

SECTION 6

B-BBEE PREFERENCE POINTS CLAIM FORM

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good

Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty (levy or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (r) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (t) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.

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

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must 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

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.

- 5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....

9.6 **COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

Preview copy

SUPPLY AND DELIVERY OF OFFICE FURNITURE AT RICHARDS BAY

ANNEXURE A: CLAUSE-BY-CLAUSE

CLAUSE BY CLAUSE COMPLIANCE SCHEDULE.

SUPPLY AND DELIVERY OFFICE FURNITURE

The compliance response is to contain ONLY the following statements, "Noted", "Comply", "Partial Compliance" or "Do not comply".

Noted is to be applied against statements and either of the other responses for all other clauses. Where either "Partial Compliance" is inserted, remarks as to the reason for the deviation from the requirement is required.

Specification	Compliance response	Explanation/Supplier must submit their specification of the product to be offered
Upholstered Seat with Back Fixed Seat Auditorium 4 seater Black		
Custom made Lockers 4 Door		
Zelda Visitors Sleigh Base Arm Chair Black Epoxy Frame		

Preview Copy

Respondent's Signature

Date & Company Stamp

SUPPLY AND DELIVERY OF OFFICE FURNITURE AT RICHARDS BAY

ANNEXURE A: CLAUSE-BY-CLAUSE

Specification	Compliance response	Explanation/Supplier/ must submit their specification of the product to be offered
Hinged Door System Cupboard 925x432x1500H Empty Cherry Veneer		
Classique Desk Shell 1800x1000 - Inlay Cherry Veneer		
Lexus Cluster Central locking Pedestal 2 drawers Harvard Cherry		
4x4 H/B Chair Top 200 Mech Flexi Arm Nylon base Contr Black		
Hinged Door Systems Cupboard 900x450x1500H 3 Shelves Harv Cherry		
Art Deskbase Screen-Straight Alum Frame- 1600x600 Cont Black		
Diva Visitors Sleigh Armchair-Black Epoxy Frame Contract Black		
Classique Central Lock-Mobile Ped-P/PI Draw-3 Std Cherry Veneer		

Preview Copy

Respondent's Signature

Date & Company Stamp

SUPPLY AND DELIVERY OF OFFICE FURNITURE AT RICHARDS BAY

ANNEXURE A: CLAUSE-BY-CLAUSE

Specification	Compliance response	Explanation/Supplier/ must submit their specification of the product to be offered
Lexus Cluster Core Top 1600x1100-Rhs Harvard Cherry		
Lexus Cluster Core Top 1600x1100-Lhs Harvard Cherry		
Saver-Arm Chair 4 Legged black Epoxy Frame Contr Black		
Rexel Notice Board Felt Grey 1200x900		
Regtangular Table-Melamine Top 1400x700 Cherry Melamine		
Perforated Modesty Pri-1600 Desk Silver		
76 Diameter Silver Pole Leg Steel Silver		

Preview copy

Respondent's Signature

Date & Company Stamp



ANNEXURE B

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

Description of Services, works or goods	Stipulated Minimum threshold
Upholstered Seat with Back Fixed Seat Auditorium 4 seater Black	70%
Custom made Lockers 4 Door	85%
Zelda Visitors Sleigh Base Arm Chair Black Epoxy Frame	70%
Hinged Door System Cupboard 925x432x1600H Empty Cherry Veneer	100%
Classique Desk Shell 1800x1000 - Inlay Cherry Veneer	85%
Lexus Cluster Central locking Pedestal 2 drawers Harvard Cherry	85%
4x4 H/B Chair Top 200 Mech Flexi Arm Nylon base Contr Black	65%
Hinged Door Systems Cupboard 900x450x1500H 3 Shelves Harv Cherry	100%
Diva Visitors Sleigh Armchair-Black Epoxy Frame Contract Black	70%
Classique Central Lock-Mobile Ped-P/PI Draw-3 Std Cherry Veneer	85%
Lexus Cluster Core Top 1600x1100-Rhs Harvard Cherry	85%
Lexus Cluster Core Top 1600x1100-Lhs Harvard Cherry	85%
Saver-Arm Chair 4 Legged black Epoxy Frame Contr Black	70%
Rectangular Table-Melamine Top 1400x700 Cherry Melamine	85%
Perforated Modesty Pnl-1600 Desk Silver	85%

4. Does any portion of the services, works or goods offered have any imported content?
(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX F OF SATS 1286:2011)

Preview Copy

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. ERAC RCB 22676BD179

ISSUED BY: TRANSNET FREIGHT RAIL a division of TRANSNET SOC LTD

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above) Upholstered Seat with Back Fixed Seat Auditorium 4 seater Black	70%
Local content %, as calculated in terms of SATS 1286:2011	
Stipulated minimum threshold for local content (paragraph 3 above) Custom made Lockers 4 Door	85%
Local content %, as calculated in terms of SATS 1286:2011	
Stipulated minimum threshold for local content (paragraph 3 above) Zelda Visitors Sleigh Base Arm Chair Black Epoxy Frame	70%
Local content %, as calculated in terms of SATS 1286:2011	
Stipulated minimum threshold for local content (paragraph 3 above) Hinged Door System Cupboard 925x432x1500H Empty Cherry Veneer	100%
Local content %, as calculated in terms of SATS 1286:2011	
Stipulated minimum threshold for local content (paragraph 3 above) Classique Desk Shell 1800x1000 - Inlay Cherry Veneer	85%
Local content %, as calculated in terms of SATS 1286:2011	
Stipulated minimum threshold for local content (paragraph 3 above) Lexus Cluster Central locking Pedestal 2 drawers Harvard Cherry	85%
Local content %, as calculated in terms of SATS 1286:2011	
Stipulated minimum threshold for local content (paragraph 3 above) 4x4 H/B Chair Top 200 Mech Flexi Arm Nylon base Contr Black	65%
Local content %, as calculated in terms of SATS 1286:2011	
Stipulated minimum threshold for local content (paragraph 3 above) Hinged Door Systems Cupboard 900x450x1500H 3 Shelves Harv Cherry	100%

Local content %, as calculated in terms of SATS 1286:2011	
Stipulated minimum threshold for local content (paragraph 3 above) Diva Visitors Sleigh Armchair-Black Epoxy Frame Contract Black	70%
Local content %, as calculated in terms of SATS 1286:2011	
Stipulated minimum threshold for local content (paragraph 3 above) Classique Central Lock-Mobile Ped-P/PI Draw-3 Std Cherry Veneer	85%
Local content %, as calculated in terms of SATS 1286:2011	
Stipulated minimum threshold for local content (paragraph 3 above) Lexus Cluster Core Top 1600x1100-Rhs Harvard Cherry	85%
Local content %, as calculated in terms of SATS 1286:2011	
Stipulated minimum threshold for local content (paragraph 3 above) Lexus Cluster Core Top 1600x1100-Lhs Harvard Cherry	85%
Local content %, as calculated in terms of SATS 1286:2011	
Stipulated minimum threshold for local content (paragraph 3 above) Saver-Arm Chair 4 Legged black Epoxy Frame Contr Black	70%
Local content %, as calculated in terms of SATS 1286:2011	
Stipulated minimum threshold for local content (paragraph 3 above) Regtangular Table-Melamine Top 1400x700 Cherry Melamine	85%
Local content %, as calculated in terms of SATS 1286:2011	
Stipulated minimum threshold for local content (paragraph 3 above) Perforated Modesty Pnr-100 Desk Silver	85%

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286/2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. ERAC RCB
 (C2) Tender description: Supply and deliver office furniture
 (C3) Designated product(s): Furniture Products
 (C4) Tender Authority: TRANSNET FREIGHT RAIL, a division of TRANSNET
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content 65% - 100%

Pula EU GBP

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Calculation of local content				Tender summary					
		Tender price each (excl VAT)	Exempted imported value	Imported value	Local value	Tender Qty	Total tender value	Total exempted imported content	Total imported content		
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	Upholstered Seat with Back Fixed Seat Auditorium 4 seater Black										
	Custom made Lockers 4 Door										
	Zelda Visitors Sleigh Base Arm Chair Black Epoxy Frame										
	Hinged Door System Cupboard 925x432x1500H Empty Cherry Veneer										
	Classique Desk Shell 1800x1000 - Inlay Cherry Veneer										
	Lexus Cluster Central Locking Pedestal 2 drawers Harvard Cherry										
	4x4 H/B Chair Top 200 Mech Flexi Arm Nylon base Contr Black										
	Hinged Door Systems Cupboard 900x450x1500H 3 Shelves Havy Cherry										
	Art Deskbase Screen-Straight Alum Frame- 1600x600 Cont Black										
	Diva Visitors Sleigh Armchair-Black Epoxy Frame Contract Black										
	Classique Central Lock-Mobile Pad-P/PI Draw-3 Std Cherry Veneer										
	Lexus Cluster Core Top 1600x1100-Rhs Harvard Cherry										
	Saver-Arm Chair 4 Legged black Epoxy Frame Contr Black										
	Rexel Notice Board Felt Grey 1200x900										
	Rectangular Table-Melamine Top 1400x700 Cherry Melamine										
	Perforated Modesty Pnl-1600 Desk Silver										
	76 Diameter Silver Pole Leg Steel Silver										

Signature of tenderer from Annex B _____

Date: _____

(C20) Total tender value _____

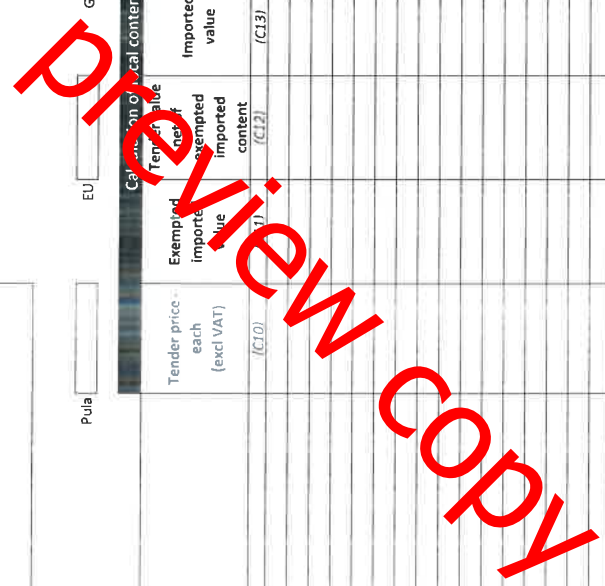
(C21) Total Exempt imported content _____

(C22) Total Tender value net of exempt imported content _____

(C23) Total Imported content _____

(C24) Total local content _____

(C25) Average local content % of tender _____



Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. ERAC RCB 22676md179
 (D2) Tender description: Supply and deliver office furniture
 (D3) Designated Products: Furniture Products
 (D4) Tender Authority: TRANSNET FREIGHT RAIL, a division of TRANSNET
 (D5) Tendering Entity name:
 (D6) Tender Exchange Rate: Fula

Note: VAT to be excluded from all calculations

EU GBP

A. Exempted imported content

Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted Imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										(D19) Total exempt imported value R	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender Item no's	Description of Imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										(D32) Total Imported value by tenderer	

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total Imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
										(D45) Total Imported value by 3rd party	

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

Date: _____

(D53) Total of Imported content & foreign currency payments = (D32), (D45) & (D52) above

This total must correspond with Annex C - C 21

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No. ERAC RCB 22676BD179
(E2)	Tender description: Supply and deliver office furniture
(E3)	Designated products: Furniture Products
(E4)	Tender Authority: TRANSNET FREIGHT RAIL, a division of TRANSNET
(E5)	Tendering Entity name:

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased (E6)	Local suppliers (E7)	Value (E8)
	Upholstered Seat with Back Fixed Seat Auditorium 4 seater Black		
	Custom Made Louvre - 4 Door		
	Zelda Visitors Sleigh Pnl - Arm Chair Black Epoxy Frame		
	Hinged Door System Cupboard 925x432x1500H Empty Cherry Veneer		
	Classique Desk Shelf 1800x1200 - Inlay Cherry Veneer		
	Lexus Cluster Central locking Prestige 2 drawers Harvard Cherry		
	4x4 H/B Chair Top 200 Moon Flex Arm Nylon base Contr Black		
	Hinged Door Systems Cupboard 900x450x1500H 3 Shelves Harv Cherry		
	Art Deskbase Screen-Straight Aluminium Frame 1600x600 Cont Black		
	Diva Visitors Sleigh Armchair-Black Epoxy Frame Contract Black		
	Classique Central Lock-Mobile Ped-P/Pl - 2 Seater Cherry Veneer		
	Lexus Cluster Core Top 1600x1100-Rhs Harvard Cherry		
	Lexus Cluster Core Top 1600x1100-Lhs Harvard Cherry		
	Saver-Arm Chair 4 Legged black Epoxy Frame Contr Black		
	Rexel Notice Board Felt Grey 1200x900		
	Regtangular Table-Melamine Top 1400x700 Cherry Melamine		
	Perforated Modesty Pnl-1600 Desk Silver		
	76 Diameter Silver Pole Leg Steel Silver		
	(E9) Total local products (Goods, Services and Works)		

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) **Total local content**

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

ANNEXURE F

LOCAL CONTENT LOCAL CONTENT BACKGROUND, DOCUMENTATION, EVALUATION DETAILS AND ADDITIONAL INSTRUCTIONS

1. LOCAL CONTENT EXPLAINED

- The Preferential Procurement Policy Framework Act makes provision for the Department of Trade and Industry (DTI) to designate sectors in line with national development and industrial policies for local production.
- This means that only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered
- The DTI has designated and determined the stipulated minimum threshold for Electrical and Telecom Cables for local production and content.
- The stipulated minimum threshold percentages for local production and content for the different categories of Electrical and Telecom Cables can be perused on the National Treasury practice note attached with the RFQ.
- **For further guidance with regard to the determination of “Local Content,” Respondents must refer to the following documentation:**
- SABS approved technical specification number SATS 1285:2011
- Guidance on the calculation of Local Content is available on the DTI website: <http://www.thedti.gov.za>

2. LOCAL CONTENT DOCUMENTATION

Mandatory Returnable Documents

The regulatory and mandatory RFQ Annexures, which must be completed by all Respondents in order to declare Local Content, are as follows:

- Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]
- Annexure C – Local Content Declaration: Summary Schedule

Failure to duly complete, declare, signed and submit all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification.

Essential Returnable Documents

Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:

- Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C
- Annexure E – Local Content Declaration: Supporting Schedule to Annexure C

IMPORTANT NOTES:

- If certain items cannot be sourced/manufactured locally bidders should seek exemption for such items from the DTI.
- Such an exemption letter should be submitted with the proposal upon closing date.

3. LOCAL CONTENT EVALUATION

LOCAL CONTENT WILL BE EVALUATED AS THE FIRST STAGE AS A PRE-QUALIFICATION CRITERIA

Mandatory Returnable Documents

- Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]
 - All sections of this document **MUST** be completed;
 - The document **MUST** be signed, witnessed and dated;
 - Bidders **MUST** clearly declare their Local Content Percentage commitment per item quoted.
- Annexure C – Local Content Declaration: Summary Schedule
 - All sections of the document **MUST** be completed;
 - The document **MUST** be signed and dated;
 - Bidders **MUST** clearly declare their Local Content Percentage commitment per item quoted.

Failure to duly complete, declare, signed and submit all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification

4. ADDITIONAL INSTRUCTIONS: LOCAL CONTENT QUESTIONS

It is recommended that any clarification questions be submitted in writing by bidders and Transnet Freight Rail will respond to all bidders within 48 hours.

ANNEXURE G:
PICTURES AND DESCRIPTIONS OF REQUIRED FURNITURE

Preview copy

D Auditorium 4 Seats

543346 CB CU CK

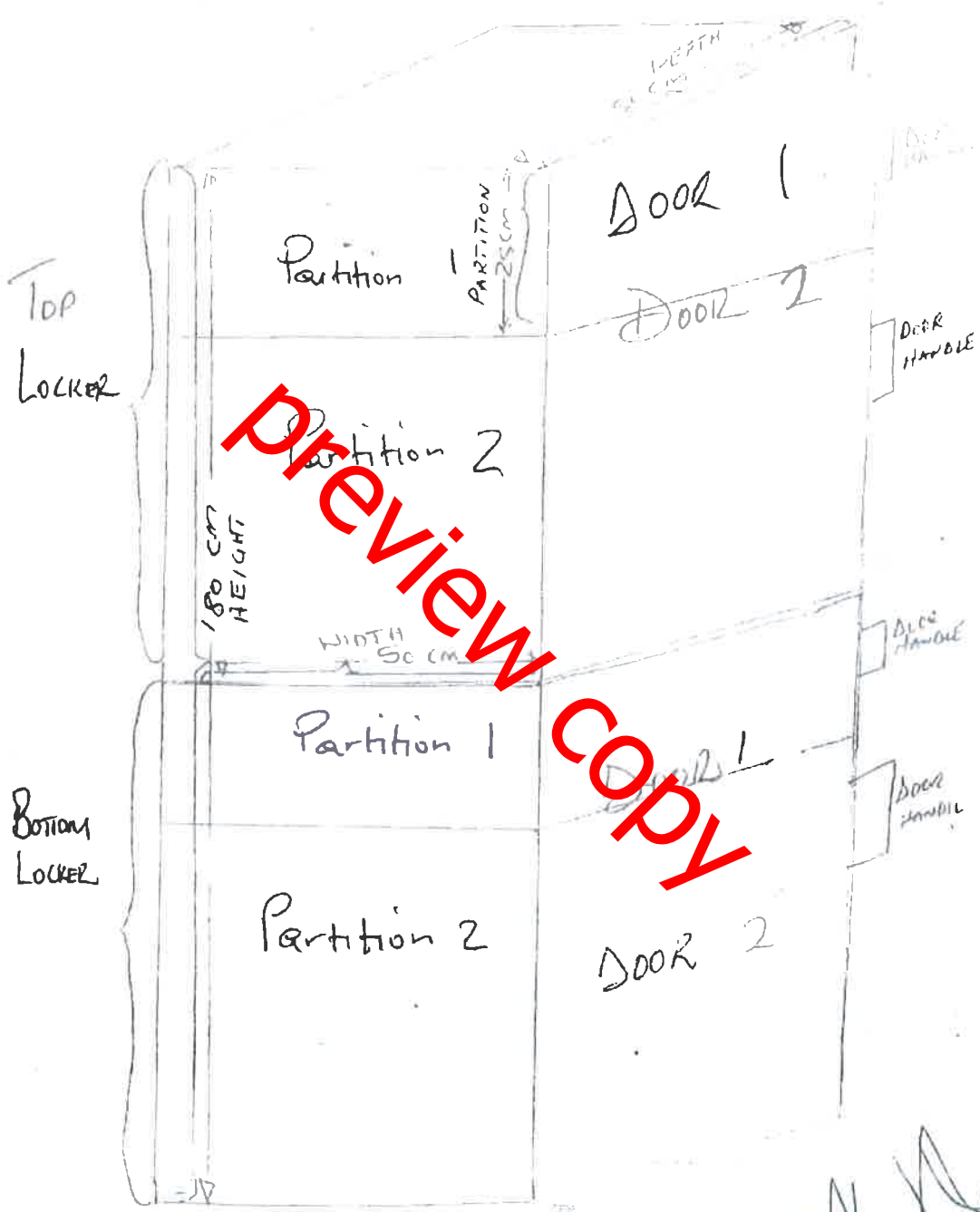


543346

Free-standing

preview copy

LOCKER ROUGH SKETCH



[Signature]
Req: 4246390



preview copy

L

Hinged Door System
Cupboard 925x432x1500H
- Empty

543426 540576 540377 540577
WV VC VC VM

L

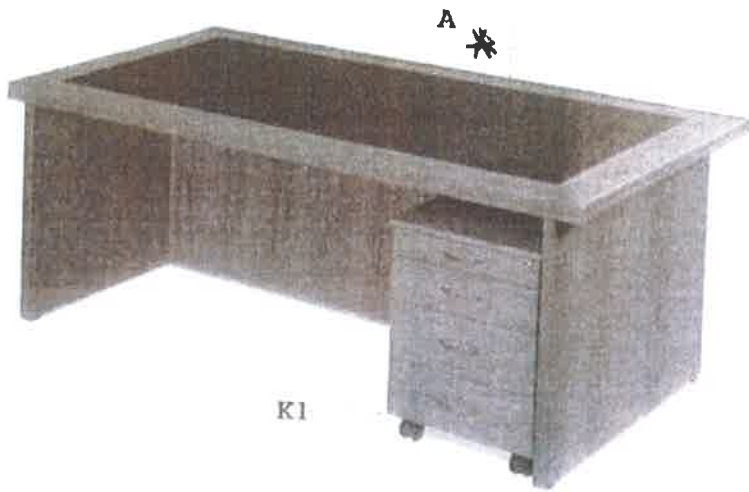


B

Preview copy

5 A Desk Shell 1800x1000 - Inlay

540396 540418 542540
VO VC VY



Preview copy

6

6x15
K15

Central Locking Pedestal - Pen/Pencil
Drawer - 2 Standard Drawers
- 1 Deep Filer 415x500x730H
- 500 Top

540138 MY RD PM HM

M 540138



Preview copy

7

7 H (4x4 Highback Chair - Top 200 Mechanism - Nylon Base - Flexi Arms) 542110 GB CK CU 6-8 150



S42110

H

Preview copy

8 B Hinged Door Systems
Cupboard 800x450x1500H
- 3 Shelves

540154	CM	MO	MY	PM	RD
	HM	OS	BM	WM	CI



B

Preview copy

9

9 v

1606x800

541857

CB CK CU



v541857



Preview copy

10 B Diva Visitors Sleigh Armchair - Black Epoxy Frame 543291 CK CB GU 6-E 120

543291



B

Preview copy

11

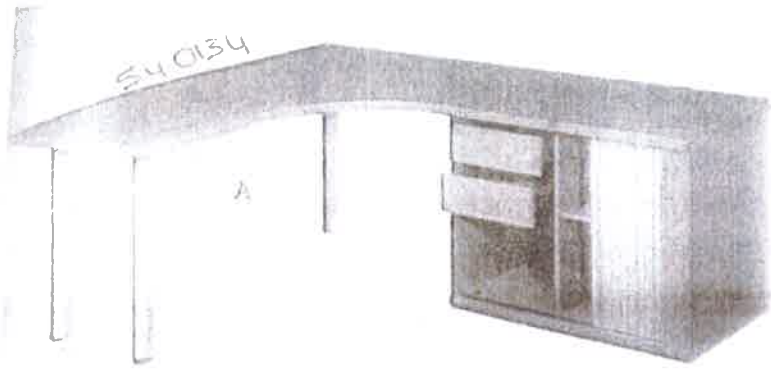
11. K1 Central Locking - Mobile Pedestal
- Pen/Pencil Drawer - 3 Standard
Drawers 415x505x585H

540406 VQ 540428 VC 542551 VY



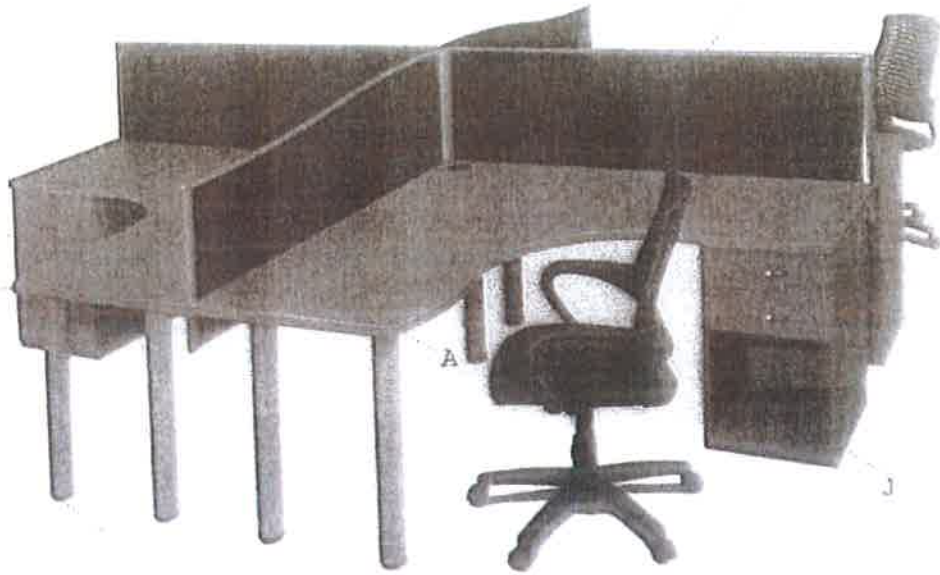
K1

Preview copy



Preview copy

540135



preview copy

14 K Saver Armchair - 4 Legged Black Epoxy Frame 540240 CK CB CU 4-6 120

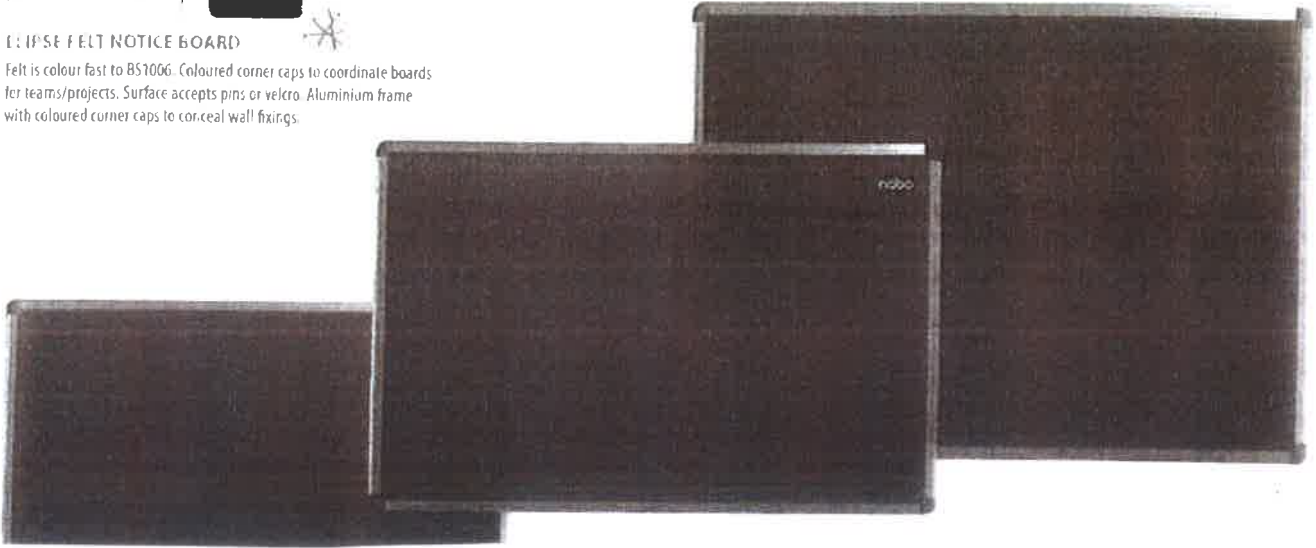


Preview copy



ECLIPSE FELT NOTICE BOARD

Felt is colour fast to BS1006. Coloured corner caps to coordinate boards for teams/projects. Surface accepts pins or velcro. Aluminium frame with coloured corner caps to coordinate wall fixings.



preview copy

16.

B Rectangular Table - Melamine
Top 1400x700

543306/140 CM

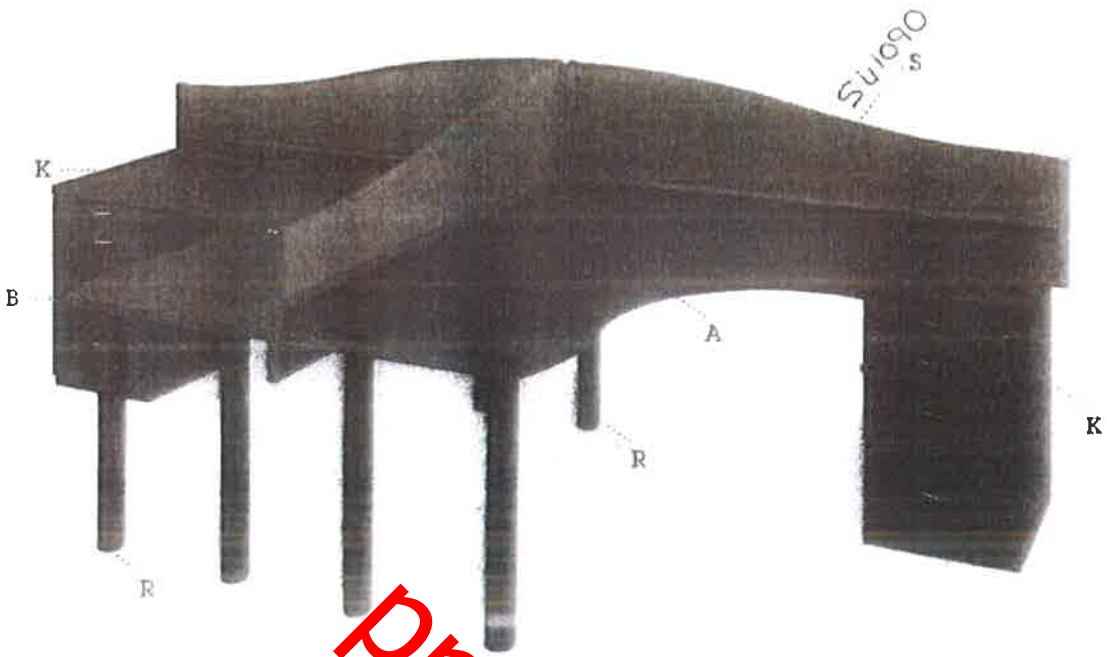


543306/B

A

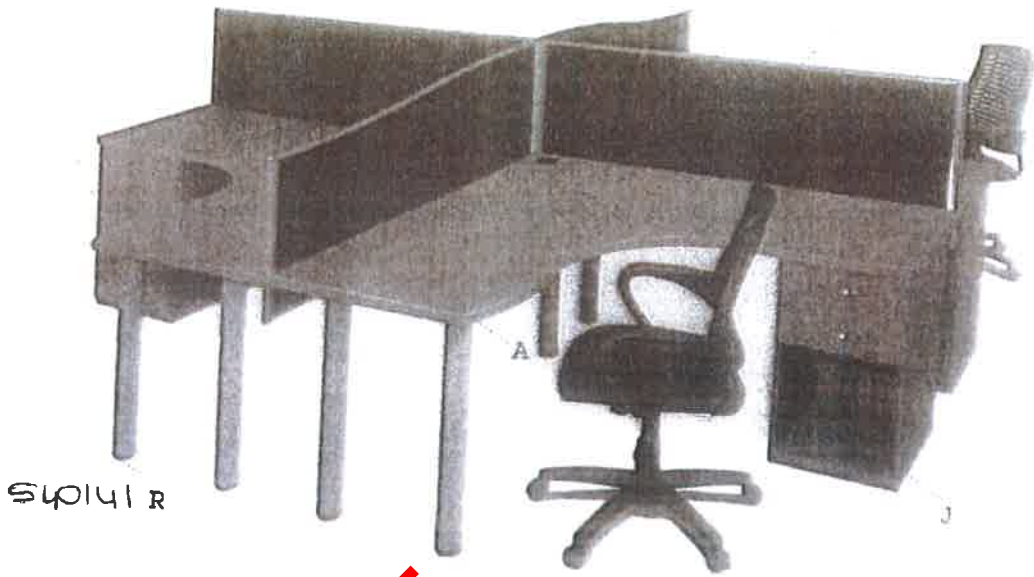
preview copy

17 s Perforated Modesty Panel - 1600 Desk 641090 SS



preview copy

18 R 76 Diameter Silver Pole-Leg 540141 SS



Preview copy

REQUEST FOR QUOTATIONS

Transnet Freight Rail a Division of Transnet SOC Ltd. invites all interested parties to respond to a request for quotation (RFQ) as indicated below:

All tenders should be submitted on the appropriate tender forms and should be returned before 12h00 on the closing date of the tender/s.

RFQ documents may be obtained on and after **Monday, 03 October 2016** at the Reception, 4 Kiewit Street, Malahle House, Empangeni, during the office hours **09h00 to 15h00**.

Bidders can to download the RFQ from Transnet Freight Rail Portal at <http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx>. Bidders are required to send their contact details to the following address: Yogeshnie.gangan@transnet.net by Tuesday, 6 October before 15h00. This is to ensure that any required communication (e.g. addenda to the RFQ) in relation to this RFQ reaches those intending to respond.

Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this RFQ as a result thereof.

RFQ NUMBER: ERAC RCB 226/6RD179

REQUEST FOR THE SUPPLY AND DELIVERY OF OFFICE FURNITURE AT RICHARDS BAY.

OPTIONAL BRIEFING SESSION

DATE: 7TH OCTOBER 2016
PLACE: 4 KIEWIET STREET, MALAHLE HOUSE, EMPANGENI, BOADRROOM 214
TIME: 11:00 AM

RFQ documents to be collected until Tuesday 6 October 2016 @ 15h00

CLOSING DATE: 12 OCTOBER 2016 @12h00.

For enquiries contact:

Name: Boniswa Dlamini
Tel: (035) 906 7067
E-mail: boniswa.dlamini@transnet.net

Transnet Freight Rail urges Clients & Suppliers to report fraud/corruption at Transnet to TIPOFFS ANONYMOUS: 0800 003 056