

**TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP]  
(INCLUDING LOCAL CONTENT)**

**FOR THE : SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE SCHOOL OF  
RAIL AT TO ERMELO, UNDER THE CONTROL DEPOT ENGINEER, ERMELO**

**NO SITE BRIEFING WILL BE CONDUCTED IN THIS RFQ**

**CONTACT PERSON: SAREL TOSEN ON 083 980 1821**

**RFQ NUMBER : MMC-ERAC-FDT-014567**  
**ISSUE DATE: 24 JULY 2014**  
**CLOSING DATE: 31 JULY 2014**  
**CLOSING TIME: 10:00**  
**BID VALIDITY PERIOD: 90 days from Closing Date**

**SCHEDULE OF BID DOCUMENTS**

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APPENDIX (i)	SABS APPROVED TECHNICAL SPECIFICATION NUMBER SATS 1286:2011
APPENDIX (ii)	GENERAL BID CONDITIONS
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APPENDIX (iv)	SPECIFICATIONS AND DRAWINGS
APPENDIX (vi)	NON DISCLOSURE AGREEMENT

"PREVIEW COPY ONLY"

**LIST OF ACRONYMS**

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
EME	Exempted Micro Enterprise
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SD	Supplier Development
SME	Small Medium Enterprise
SOC	State Owned Company
VAT	Value-Added Tax
ZAR	South African Rand

"PREVIEW COPY ONLY"

**RFQ FOR THE SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE SCHOOL OF RAIL AT TO ERMELO, UNDER THE CONTROL DEPOT ENGINEER, ERMELO**

**Section 1 : NOTICE TO BIDDERS**

**1 PROPOSAL REQUEST INVITATION TO BID**

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

<b>DESCRIPTION</b>	<b>THE SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE SCHOOL OF RAIL AT TO ERMELO, UNDER THE CONTROL DEPOT ENGINEER, ERMELO [the Goods]</b>
<b>BID FEE AND BANKING DETAILS</b>	<b>This RFP is issued free of charge.</b>
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	The office of the Secretariat, The Secretary Transnet Acquisition Council Ground Floor Tender Box Inyanda House 1 21 Wellington Road Parktown Johannesburg 2001
<b>ISSUE DATE COLLECTION DATE DEADLINE</b>	24 JULY 2014
<b>NON COMPULSORY BRIEFING SESSION</b>	No Refer to paragraph 2 for details.
<b>CLOSING DATE</b>	<b>10:00 on Thursday 31 July 2014</b> Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

**2 FORMAL BRIEFING**

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 6 [Communication] below:

- 2.1 A Certificate of Attendance set out in Section ..... hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFP briefing.
- 2.2 Respondents failing to attend the compulsory site meeting and/or RFP briefing will be disqualified.
- 2.3 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.
- 2.4 Respondents without a valid RFP document in their possession will not be allowed to attend the site meeting and/or RFP briefing.

### 3 PROPOSAL SUBMISSION

Proposals must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Acquisition Council  
RFP No: MMC-ERAC-FDT-014567  
Description: SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE SCHOOL OF RAIL AT TO ERMELO, UNDER THE CONTROL DEPOT ENGINEER, ERMELO  
Closing date and time: 24 JULY 2014  
Closing address: [Refer to options in paragraph 4 below]

All envelopes must reflect the return address of the Respondent on the reverse side.

### 4 DELIVERY INSTRUCTIONS FOR RFP

#### 4.1 Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and must be addressed as follows:

THE SECRETARY  
TRANSNET ACQUISITION COUNCIL  
GROUND FLOOR  
TENDER BOX  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001

- a) The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.

- b) It should also be noted that the above tender box is located at the street level outside the main entrance in Commissioner Street and is accessible to the public 24 hours a day, 7 days a week.

#### 4.2 **Dispatch by courier**

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Acquisition Council and a signature obtained from that Office:

THE SECRETARY  
TRANSNET ACQUISITION COUNCIL  
GROUND FLOOR  
TENDER BOX  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 4.4 No email or faxed responses will be considered, unless otherwise stated herein.
- 4.5 The responses to this RFP will be opened as soon as possible after the closing date and time.
- 4.6 Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.7 Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

## 5 **BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS**

Transnet fully endorses and supports the Government's objective of Broad-Based Black Economic Empowerment and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. All procurement transactions will be evaluated accordingly.

### 5.1 **B-BBEE Scorecard and Rating**

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



- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below R1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to be below R1000 000 (all applicable taxes included) OR exceed R1 000 000 (all applicable taxes included); and therefore the **80/20 OR 90/10** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

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

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

## 5.2 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-



BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

### 5.3 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators<sup>1</sup>.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

In terms of Annexure A of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

### 5.4 B-BBEE Improvement Plan

Transnet encourages its Suppliers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of Annexure ..... \_appended hereto. [Refer to Section 16 and

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<sup>1</sup>The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

### Supplier Development Initiatives

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] and New Development Plan [NDP] aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa.

Transnet fully endorses and supports Government's economic policies through its facilitation of Supplier Development [SD] initiatives. Hence Respondents are required to submit their commitments with regard to Supplier Development Initiatives over the duration of this contract.

As a prequalification criterion to participate in this bid, Respondents are required to provide a commitment that the monetary value of all SD initiatives to be undertaken by them will not be less than..... % [..... percent] of the contract value.

*All Respondents must refer to Section ..... for instructions and complete Section..... [Declaration of Supplier Development Commitments] as this is a mandatory returnable document. In addition, Respondents are required to submit a Supplier Development Plan and SD Value Summary, Annexure..... and ..... as these are required as essential returnable documents.*

**The commitments made by the successful Respondents will be incorporated as a term of the contract and monitored for compliance.**

## 6 COMMUNICATION

6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted submitted to [Matete Madisha] before **10:00 on 30 July 2014**, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

6.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number **011-544-9486**, email **prudence.nkabinde@transnet.net**

6.3 Respondents are to note that changes to its submission will not be considered after the closing date.

Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

## **7 INSTRUCTIONS FOR COMPLETING THE RFP**

- 7.1 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 7.2 Sign one set of original documents [sign, stamp 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 must be a copy of the original signed Proposal.
- 7.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above.
- 7.4 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**
- 7.5 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 7.6 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

## **8 COMPLIANCE**

The successful Respondent [hereinafter referred to as the **Supplier**] shall be in full and complete compliance with any and all applicable laws and regulations.

## **9 DISCLAIMERS**

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

- 9.1 modify the RFP's Goods and request Respondents to re-bid on any such changes;
- 9.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 9.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 9.4 not necessarily accept the lowest priced Proposal or an alternative bid;
- 9.5 reject all Proposals, if it so decides;
- 9.6 withdraw the RFP on good cause shown;
- 9.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 9.8 award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFP;
- 9.9 split the award of the contract between more than one Supplier; or
- 9.10 make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been found guilty of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to Respondents are required to declare such serious breach of law during the past 5 [five] years in Section 11 [*Breach of Law*].

Furthermore, Transnet reserves the right to visit the Respondent's place of manufacture and/or workshop and/or office premises during this RFP process.

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 RFP document.

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

Transnet reserves the right to lower the threshold for Technical by 10% [ten percent] if no Bidders pass the predetermined minimum threshold in respect of Technical.

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

#### **10 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.

**Transnet urges its clients, suppliers and the general public**

**to report any fraud or corruption to**

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

**RFQ FOR THE SUPPLY OF  
DELIVERY AND INSTALLATION OF FURNITURE FOR THE SCHOOL OF RAIL AT TO ERMELO, UNDER THE  
CONTROL DEPOT**

**Section 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**

**1 BACKGROUND**

1. Supply, Delivery And Installation In Classrooms And Hall

Specifications For The E-Boards

Installation Of Control Panel On Tables

Installation Of Land Points And Network Cables To Tv.

Installing Of Wall Bracket And Assemble Of Tv With Computer To Wall.

Couple Up To Network

Wiring Of Electric Plug To Control Panel

**2 EXECUTIVE OVERVIEW**

Whereas Transnet is seeking a partner(s) to provide solutions for its Office furniture nationally, it also seeks to improve its current processes for providing these Goods to its end user community throughout its locations.

The selected Supplier(s) will share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. 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:

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).
- 2.3 Transnet must receive proactive improvements from the Supplier with respect to supply of Goods and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods, including managed service processes on a Group basis.

### 3 SCOPE OF REQUIREMENTS

- 3.1 Supply, Delivery And Installation In Classrooms And Hall
- 3.2 Specifications For The E-Boards
- 3.3 Installation Of Control Panel On Tables
- 3.4 Installation Of Land Points And Network Cables To Tv.
- 3.5 Installing Of Wall Bracket And Assemble Of Tv With Computer To Wall.
- 3.6 Couple Up To Network
- 3.7 Wiring Of Electric Plug To Control Panel

As prescribed in terms of the PPPFA and its Regulations, Respondents are to note the following:

- Functionality is included as a threshold with a prescribed percentage threshold of 70%.

*A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Annexure F.*

### 4 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 Office Furniture Sector", Transnet is required to set a stipulated minimum threshold be set for this RFP.

#### 4.1 Local Content Threshold

A Local Content threshold of **85%** [eighty five percent] will be required for all Goods to be manufactured by a successful Respondent.

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>]

#### 4.2 Mandatory RFP Annexures

The regulatory and mandatory RFP 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 Declarations C, D and E with the actual values for the duration of the contract. Although Annexure D and Annexure E need not be submitted with Proposals, Transnet reserves the right to call for these Supporting Schedules if required.

**Local Content Project Plan**

Respondents must indicate how they intend to achieve the compulsory **85%** Local Content minimum threshold the contract period by submitting a project plan which schedules the key tasks to be accomplished and related timelines.

*The Local Content Project Plan must project from contract month 1 [award of business] to contract month ..... [..... % local production and content achieved] and include:*

- (i) *Key tasks to achieve ..... % local production and content [i.e. .... % South African manufacture]*
- (ii) *Completion timelines per task in months [milestones]*
- (iii) *Sufficient breakdown of detail so that no task duration is longer than four weeks*
- (iv) *Critical dependencies*

- **A Local Content Project Plan must be submitted with a Respondent's Proposal.**
- Transnet will conduct bi-monthly reviews with the Supplier(s) to monitor progress with respect to the completion of projected milestones.
- 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.

**5 GREEN ECONOMY / CARBON FOOTPRINT**

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

**6 GENERAL SUPPLIER OBLIGATIONS**

6.1 The Supplier(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.



6.2 The Supplier(s) must comply with the requirements stated in this RFP.

**7 "AS AND WHEN REQUIRED" CONTRACTS**

- 7.1 Purchase orders will be placed on the Supplier(s) from time to time as and when Goods are required.
- 7.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 7.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 7.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.
- 7.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 3 [*Pricing and Delivery Schedule*]
- 7.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

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7.7 Respondents are to indicate below the action that the Respondent proposes to take 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 would ordinarily occur within the stated delivery lead time:

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**8 RETURN OF SURPLUS GOODS**

Respondents are required to indicate whether they have a return policy in place (if so attach a copy):

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods: \_\_\_\_\_

**9 RESPONDENT'S SAMPLES**

9.1 Respondents are required to submit samples of the Goods tendered for by it only in cases where Transnet has specifically requested samples. The sample(s) must be forwarded on or before the deadline date to the addressee hereunder:

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

The sample(s) must be clearly marked with the reference number of this RFP and the names and addresses of both the Respondent and the manufacturer.

9.2 Failure to submit the sample(s) in due time may result in a Proposal being rejected. Proposals must under no circumstances be included in the package containing a sample(s).

9.3 The Respondents must state the following:

Has/have a sample(s) been submitted?	How and to whom forwarded?	Date of dispatch

**10 PRE-PRODUCTION SAMPLES/PROTOTYPES**

10.1 Only in cases when a pre-production sample(s) or prototype(s) is/are called for, the Respondent should state here the date required to deliver the necessary pre-production samples(s) or prototype(s) calculated as from the date of notification of acceptance of its Proposal by Transnet:

\_\_\_\_\_

10.2 NB: Purchase Orders will be placed on the Supplier(s) only after the date of approval of the pre-production sample(s).

10.3 State the number of days/weeks/months after which delivery would commence subject to Transnet's approval of the pre-production sample(s) or prototype(s), calculated as from the date of such approval:

\_\_\_\_\_

**11 MANUFACTURERS**

**Bidders must be aware that if a certain items cannot be sourced/manufactured locally bidders should seek exemption for such from the DTI. And that such an exemption letter should be submitted with the proposal upon closing date.**

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

11.1 Local Manufacturer(s):

RFQ ITEM NO.	NAME	BUSINESS ADDRESS

11.2 Foreign Manufacturer(s):

RFQ ITEM NO.	NAME	BUSINESS ADDRESS

**12 INSPECTION DETAILS**

The Respondents must state the actual name(s) and address/addresses of the suppliers of the Goods for inspection purposes only:

12.1 Local Manufacturer(s)

RFQ ITEM NO.	NAME	BUSINESS ADDRESS

12.2 Foreign Manufacturer(s):

RFQ ITEM NO.	NAME	BUSINESS ADDRESS

**13 IMPORTED CONTENT**

The Respondents must state hereunder the value and percentage of the imported content as well as the country of origin in respect of each item tendered for:

RFQ ITEM NO / DESCRIPTION.	VALUE	% COST	COUNTRY OF ORIGIN

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

**14 EXCHANGE AND REMITTANCE**

The attention of the Respondents is directed to clause 16 *[Exchange and Remittance]* of the General Bid Conditions appended hereto. If Transnet is requested by the Respondent to effect payment overseas direct to the Respondent’s principal or supplier, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

14.1 ZAR 1.00 [South African currency] being equal to \_\_\_\_\_ *[foreign currency]*

14.2 \_\_\_\_\_ % in relation to tendered price(s) to be remitted overseas by Transnet

14.3 \_\_\_\_\_ [Name of country to which payment is to be made]

14.4 Beneficiary details:

Name [Account holder] \_\_\_\_\_

Bank [Name and branch code] \_\_\_\_\_

Swift code \_\_\_\_\_

Country \_\_\_\_\_

14.5 \_\_\_\_\_ [Applicable base date of Exchange Rate used]

Respondents are advised that should a contract be awarded for deliveries on an "as and when required" basis, any future remittance(s) to overseas principals/suppliers, as instructed above, will be based on the currency rate of exchange related to the contractual price of the Goods at that time.

Respondents should note that Transnet would prefer to receive fixed price offers expressed in South African Rand [ZAR].

## 15 EXPORT CREDIT AGENCY SUPPORTED FINANCE

In order to finance its payment obligations under a future contract where foreign transactions are involved, Transnet may consider raising debt financing [an **ECA Facility**] from one or more banks or financial institutions, with the benefit of export credit agency [**ECA**] credit support to be provided by an ECA.

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide [and/or cause the Parent/OEM to provide, as applicable] to Transnet and the banks and financial institutions that may participate in the ECA Facility all such assistance as an importer of Goods and/or Services, which are eligible for ECA credit supported finance by an ECA, is generally required to provide for the purposes of obtaining ECA support;
- b) not to do or [as Supplier of the relevant eligible Goods or services] omit to do anything, which may adversely affect Transnet's prospects of qualifying for or, once obtained, maintaining ECA credit support by an ECA in respect of an ECA Facility.

All cost, expenses, charges and liabilities incurred by Transnet in establishing an ECA Facility with credit support from an Export Credit Agency, may be for the account of Transnet.

All cost, expenses, charges and liabilities incurred by Transnet in establishing an ECA Facility with credit support from an Export Credit Agency, would be for the account of Transnet.

## 16 NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [**the Supplier**] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in Annexure (iv) [*Specifications and Drawings*] of this RFP, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier

and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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**17 SERVICE LEVELS**

17.1 An experienced national account representative(s) is required to work with Transnet’s procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

17.2 Transnet will have quarterly reviews with the Supplier’s account representative on an on-going basis.

17.3 Transnet reserves the right to request that any member of the Supplier’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

17.4 The Supplier guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

17.5 The Supplier must provide a telephone number for customer service calls.

17.6 Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days’ notice to the Supplier of its intention to do so.

**Acceptance of Service Levels:**

<b>YES</b>	
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<b>NO</b>	
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17.7 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation services and related logistics provided by Transnet’s operating divisions within South Africa to the ultimate benefit of all end-users.

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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If “yes”, please specify details in paragraph 17.8 below.

17.8 Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent’s Proposal if there is insufficient space available below.

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**18 RISK**

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Supplier, in relation to:

**18.1 Quality and specification of Goods delivered:**

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**18.2 Continuity of supply:**

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**18.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:**

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**18.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002:**

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**19 REFERENCES**

Please indicate below a minimum of **3** company names and contact details of previous and/or existing customers whom Transnet may contact to seek third party evaluations of your service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

Please provide a minimum of 3 reference letters of previous and/or existing customers.

**20 FINANCIAL STABILITY**

***Respondents are required to submit their audited financial statements for the past 3 years with their Proposal in order to enable Transnet to establish financial stability.***

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## 21 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier, if so required:



### 21.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 4</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 4</i>

***The test for administrative responsiveness [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for further pre-qualification***

### 21.2 STAGE TWO: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> <li>Whether any general pre-qualification criteria set by Transnet, have been met</li> </ul>	
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer</li> </ul>	
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> <li>Entity's financial stability</li> </ul>	
<ul style="list-style-type: none"> <li><b>Letter of Good Standing (Mandatory tender returnable)</b></li> </ul>	

***The test for substantive responsiveness [Stage Two] must be passed for a Respondent's Proposal to progress to Stage Three for the evaluation of Local Content***

**21.3 STAGE THREE: Minimum Threshold for Local Content**

Local Content Threshold (Pre – Qualification)	RFP REFERENCE
<ul style="list-style-type: none"> <li>A minimum threshold of <b>85%</b> is required for Local Content of Goods offered</li> <li><b>Annexure B &amp; C for Local Content (Mandatory tender returnables)</b></li> <li>Annexure D &amp; E (Essential tender returnable)</li> </ul>	<i>Annexures B and C</i>

***The test for meeting the Local Content threshold [Stage Three] must be passed for a Respondent's proposal to progress to Stage Four for further evaluation***

**21.4 STAGE FOUR: Minimum Threshold 70% for Technical Criteria and Functional Requirements**

The test for the Technical and Functional threshold will include the following:

Technical Evaluation Criteria	% Weightings	RFP Reference
<ul style="list-style-type: none"> <li>Control measures to mitigate Transnet's risk exposure</li> <li><b>Safety/Risk Plan</b></li> </ul>	50%	<i>Section 2, paragraph 17</i>
<ul style="list-style-type: none"> <li>Technical merit</li> <li>Safety characteristics</li> <li>Quality control practices</li> <li>Reliability</li> <li>Durability / warranty</li> <li>After sales Service and technical assistance</li> <li>Inspection or testing requirements</li> <li></li> </ul>		<i>Section 2 [Scope of Requirements]</i>
<ul style="list-style-type: none"> <li><b>Delivery lead times</b></li> </ul>	50%	<i>Section 2 paragraph 7.3 &amp; Section 3</i>
<b>Total Weighting:</b>	<b>100%</b>	
<b>Minimum qualifying score required:</b>	<b>60%</b>	

The following applicable values will be utilised when scoring each criterion mentioned above:

Points	Interpretation
0	Non Responsive
1	Poor
2	Average
3	Good
4	Very good
5	Excellent

***The minimum threshold for technical/functionality [Stage Four **must** be met or exceeded for a Respondent's Proposal to progress to Stage Five for final evaluation***

#### 21.5 STAGE FIVE: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 80/90 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 3</i>
• Service and maintenance costs • Commercial discounts <sup>2</sup> 3	<i>Section 3</i>

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

$$PS = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ OR } PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

$P_s$  = Score for the Bid under consideration

$P_t$  = Price of Bid under consideration

$P_{min}$  = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20/10 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form [Annexure A]

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table in Annexure A, paragraph 4.1 of this RFP.

<sup>2</sup> Only unconditional discounts will be taken into account during the price evaluation stage. A discount which has been offered conditionally will despite not being taken into for evaluation purposes, be implemented when payment is effected.

<sup>3</sup> Only unconditional discounts will be taken into account during the price evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

**21.6 SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Threshold	Minimum Percentage [85%]
Local Content	85%
Technical / functionality	60%

Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

**21.7 STAGE FIVE/SIX: Post Tender Negotiations (if applicable)**

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 90/10 and the contract will be negotiated and awarded to the successful Respondent(s).

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**RFQ FOR THE SUPPLY OF  
SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE SCHOOL OF RAIL AT TO ERMELO,  
UNDER THE CONTROL DEPOT ENGINEER, ERMELO**

**SCOPE OF REQUIREMENT**

**TECHNICAL INFORMATION FOR SCOPE OF REQUIREMENT:**

1. Supply, Delivery And Installation In Classrooms And Hall
  - Specifications For The E-Boards
  - Installation Of Control Panel On Tables
  - Installation Of Land Points And Network Cables To Tv.
  - Installing Of Wall Bracket And Assemble Of Tv With Computer To Wall.
  - Couple Up To Network
  - Wiring Of Electric Plug To Control Panel
2. The chairs must be wine red (see attached specification)
3. The tables must be maple colour 360 of each (see attached specification)
4. The executive chairs must have armrest.

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**PRICING AND DELIVERY SCHEDULE**

Respondents are required to complete the table below:

Item no.	Description of material	Quantity	Unit Rate	Total Price
	<b>DELIVERY AND INSTALLATION IN CLASSROOMS AND HALL</b>			
1	STANDARD FE RANGE TABLE 1200X750X750	180		
2	WN 1265D VISITORS CHAIR	180		
3	ROUND FE RANGE TABLES	35		
4	WAVE WORKSTATIONS	9		
5	FIXED 3 DRAWER PEDESTAL	9		
<b>A</b>	<b>SUB- TOTAL ( EXCL VAT)</b>			

Item no.	Description of material	Quantity	Unit Rate	Total Price
	<b>SPECIFICATIONS FOR THE E-BOARDS</b>			
1	MLC 62 RS D IR & RS-232 CONTROL-DECORA WALLPLATE	6		
2	TABLE UNIT WITH POWER & HDMI, VGA	6		
3	KRAMER 15.2M HDMI FLAT ETHERNET CAB.M-M VER 1.4	6		
4	VGA-M-M BK 50' (15.2M)	6		
5	65" E-LED, 12HR DAILY USEAGE, MAGIC INFO LITE	6		
6	TOUCH OVERLAY ME65B	6		
7	MAGIC INFO IWB (E-BOARD)	6		
8	QBOX7300 13-3217U 1.8GHZ 4GB 750GB W8P64 1YOS	6		
<b>B</b>	<b>SUB- TOTAL ( EXCL VAT)</b>			

Item no.	Description of material	Quantity	Unit Rate	Total Price
	SAVER SIDE CHAIRS	200		
1	5 SEATER STEEL BENCH	20		
2	STEEL ROUND TABLE	5		
3	F098 3 SEATER COUCH	4		
4	SG02 MOBILE BULK FILER 4 X ROW & 3 X LINE	1		
5	BLACK EXECUTIVE CHAIRS	9		
6	FE RANGE BOOKSELF	9		
7	CT06 COFFEE TABLES	1		
8	BLACK EXECUTIVE CHAIR	9		
<b>C</b>	<b>SUB- TOTAL ( EXCL VAT)</b>			

**SUMMARY OF TOTALS**

<b>SUB-TOTAL FOR A</b>	<b>R</b>
<b>SUB-TOTAL FOR A</b>	<b>R</b>
<b>SUB-TOTAL FOR A</b>	<b>R</b>
<b>TOTAL FOR A, B AND C</b>	<b>R</b>
<b>14% VAT</b>	
<b>GRAND TOTAL</b>	<b>R</b>



**Notes to Pricing:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate a like for like comparison, bidders must submit quotes strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.
- c) Quantities given are estimates only. Any orders resulting from this RFQ will be on an "as and when required" basis.
- d) Prices are to be quoted on a delivered basis to .....
- e) 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.
- f) Prices quoted must be held valid for a period of 90 days from closing date of this RFP
- g) Where a Respondent's price(s) includes imported content, the rate of exchange to be used must be the currency's rate published by the South African Reserve Bank 7 [seven] calendar days prior to the closing date of this RFP:  
Currency rate of exchange utilised: \_\_\_\_\_
- h) Manufacturing and delivery lead time calculated from date of receipt of purchase order:  
\_\_\_\_\_ days/weeks (delivery date)**
- i) Respondents are to indicate whether prices quoted would be subject to adjustment after a period of 12 months, and if so which proposed adjustment formula would be utilised



due to non-performance by ourselves, failure to meet B-BBEE Improvement Plan commitments. A penalty of up to 100% of the outstanding portion of the Supplier Development commitment will be applied and Transnet reserves the right to set this off against any payment due to the Respondent. In addition, I/we agree that non compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

**ADDRESS FOR NOTICES**

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney 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 such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**NOTIFICATION OF AWARD OF RFP**

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

**VALIDITY PERIOD**

Transnet requires a validity period of 90 [ninety] days [from closing date] against this RFP.

**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)

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

**CONFIDENTIALITY**

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to complete and return a signed copy of the Certificate of Acquaintance with the Non-Disclosure Agreement [Appendix vi] appended hereto as **Section** ..... . All information related to a subsequent contract, both during and after completion thereof, will 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 must be obtained from Transnet.

**DISCLOSURE OF PRICES TENDERED**

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

<b>YES</b>		<b>NO</b>	
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**PRICE REVIEW**

The successful Respondent(s) [the Supplier] will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Supplier’s price(s) is/are found to be higher than the benchmarked price(s), then the Supplier shall match or better such price(s) within 30 [thirty] days, failing which the contract may be terminated at Transnet’s discretion or the particular item(s) or service(s) purchased outside the contract.

**RETURNABLE DOCUMENTS**

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

**a) Mandatory Returnable Documents**

***Failure to provide all these Returnable Documents will result in a Respondent’s disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.***

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of the mandatory Returnable Documents detailed below by so indicating [√] in the table below:

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>Submitted [Yes/No]</b>
SECTION 2 : Background, Overview and Scope of Requirements	
SECTION 3 : Pricing and Delivery Schedule	
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.

***Failure to provide all these 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 so indicating [√] in the table below:

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
SECTION 1 : Notice to Bidders	
- Receipt for payment of RFQ documents [paragraph 1]	
- SECTION 2 : Background, Overview and Scope of Requirements	
SECTION 4 : Proposal Form	
SECTION 5 : Vendor Application Form	
Original cancelled cheque or bank verification of banking details	
Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)	
- Certified copies of the company's shareholding/director's portfolio	
- Entity's letterhead	
- Certified copy of valid VAT Registration Certificate	
- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFP will result in an automatic score of zero for preference	
- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] - Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFP will result in an automatic score of zero being allocated for preference	
- 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	
- Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 3 years	
- Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFP Documents	
SECTION 8 : Certificate of Acquaintance with General Bid Conditions – Goods	
SECTION 9 : Certificate of Acquaintance with Terms and Conditions of Contract	
SECTION 10 : RFP Declaration Form	
SECTION 11 : Breach of Law Form	

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
SECTION 13 : Supplier Integrity Pact	
SECTION 14 : Certificate of Acquaintance with Non-Disclosure Agreement	
ANNEXURE A – B-BBEE Preference Points Claim Form	
ANNEXURE D – Imported Content Declaration: Supporting Schedule to Annexure C	
ANNEXURE E – Local Content Declaration: Supporting Schedule to Annexure C	
Local Content Project Plan	

**c) Additional Documents**

In addition to the requirements of paragraphs (a) and b) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below.

Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

<b>ADDITIONAL DOCUMENTS</b>	<b>SUBMITTED [Yes or No]</b>
ANNEXURE ..... : B-BBEE Improvement Plan	

**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 RFP. 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.

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**By signing these RFP documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.**

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 ONLY"



**RFQ FOR THE  
SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE SCHOOL OF RAIL AT TO  
ERMELO, UNDER THE CONTROL DEPOT ENGINEER, ERMELO**

**Section 5 : VENDOR APPLICATION FORM**

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

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp**]
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members [*where applicable*]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. **Original** letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice
9. **Certified copy** of valid Company Registration Certificate [*if applicable*]

**Note:** *No contract shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order.*

Vendor Application Form

Entity's trading name			
Entity's registered name			
Entity's Registration Number or ID Number if a Sole Proprietor			
Form of entity [√]	<input type="checkbox"/> CC	<input type="checkbox"/> Trust	<input type="checkbox"/> Pty Ltd
	<input type="checkbox"/> Limited	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
How many years has your entity been in business?			
VAT number [if registered]			
Entity's telephone number			
Entity's fax number			
Entity's email address			
Entity's website address			
Bank name			Branch & Branch code
Account holder			Bank account number
Postal address			Code
Physical address			Code
Contact person			
Designation			
Telephone			
Email			
Annual turnover range [last financial year]	<input type="checkbox"/> < R5 m	<input type="checkbox"/> R5 - 35 m	<input type="checkbox"/> > R35 m
Does your entity provide	<input type="checkbox"/> Products	<input type="checkbox"/> Services	<input type="checkbox"/> Both
Area of delivery	<input type="checkbox"/> National	<input type="checkbox"/> Provincial	<input type="checkbox"/> Local
Is your entity a public or private entity	<input type="checkbox"/> Public		<input type="checkbox"/> Private
Does your entity have a Tax Directive or IRP30 Certificate	<input type="checkbox"/> Yes		<input type="checkbox"/> No
Main product or services [e.g. Stationery/Consulting]			

*Complete B-BBEE Ownership Details:*

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

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

Transnet contact person	
Contact number	
Transnet Operating Division	

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

Name		Designation	
Signature		Date	

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**Section 6 : SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS**

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

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 this Proposal and any subsequent Agreement for the supply of Goods. A list of those person(s) authorised to negotiate on behalf of the abovementioned entity [if not the authorised signatories] is also submitted along with this Proposal together with their contact details.

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY

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**Section 7 : CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS**

NAME OF ENTITY:

1. 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 SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.

2. I/we furthermore agree that Transnet SOC Ltd 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.

3. I/We accept that an obligation rests on me/us to clarify any uncertainties regarding this bid which I/we may have, before submitting the bid. I/We agree that I/we will have no claim based on an allegation, that any aspect of this RFP was unclear but in respect of which I/we failed to obtain clarity.

4. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.

5. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

a) has been requested to submit a Bid in response to this Bid invitation;

b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and

c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.

6. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices;

- b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Bid;
  - e) the submission of a Bid which does not meet the specifications and conditions of the RFP;  
or
  - f) bidding with the intention not winning the Bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which this RFP relates.
9. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
10. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFQ FOR THE  
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**Section 8 : CERTIFICATE OF ACQUANTANCE WITH THE GENERAL BID CONDITIONS - GOODS**

*[appended hereto as Appendix (ii)]*

NAME OF ENTITY:

\_\_\_\_\_

I/We

\_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the General Bid Conditions - Goods as received on \_\_\_\_\_ *[insert date]* from Transnet SOC Ltd for the carrying out of the proposed supply for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any terms and conditions of the General Bid Conditions or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire General Bid Conditions as confirmation in terms of the Returnable Schedule.

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFQ FOR THE  
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**Section 9 : CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF CONTRACT FOR  
THE SUPPLY OF GOODS TO TRANSNET**

*[appended hereto as Appendix (iii)]*

NAME OF ENTITY:

\_\_\_\_\_

I/We

\_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Terms and Conditions of Contract as received on \_\_\_\_\_ *[insert date]* from Transnet SOC Ltd for the carrying out of the proposed supply for which I/we submitted my/our Proposal.

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

I/We also note the obligations as set out in clause 19 [Terms and Conditions of Contract] of Transnet's General Bid Conditions [Appendix (ii)] which reads as follows:

- 19.1 The Supplier shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead. 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.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire Terms and Conditions of Contract as confirmation in terms of the Returnable Schedule.

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



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**Section 10 : RFP DECLARATION 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 RFP Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. 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.
6. 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.
7. If such a relationship as indicated in paragraph 5 and/or 6 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]*

8. 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.
9. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
10. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

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

For and on behalf of _____	AS WITNESS:
duly authorised hereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

### IMPORTANT NOTICE TO RESPONDENTS

- **Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation**
- **It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website www.transnet.net.**
- **An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net.**
- **For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.**
- **Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.**

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**Section 11 : BREACH OF LAW FORM**

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

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

do 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.

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\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



**RFQ FOR THE  
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**Section 13 : SUPPLIER INTEGRITY PACT**

Transnet’s Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any:

- o Corrupt and fraudulent practices;
- o Anti-competitive practices; and
- o Act in bad faith towards each other.

The Integrity Pact also serves to communicate Transnet’s Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [[www.transnet.net/Tenders/Pages/default.aspx](http://www.transnet.net/Tenders/Pages/default.aspx)] or on request.

NAME OF ENTITY:

\_\_\_\_\_

I/We

\_\_\_\_\_

do hereby certify that I/we have acquainted myself/ourselves with all the documentation comprising the Transnet Integrity Pact. I/We agree to fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any terms and conditions of the Integrity Pact or failed to take it into account for the purpose of submitting my/our offer.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire Transnet Integrity Pact as confirmation in terms of the Returnable Schedule.

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

\_\_\_\_\_

SIGNATURE OF WITNESS

\_\_\_\_\_

SIGNATURE OF RESPONDENT

**RFQ FOR THE  
SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE SCHOOL OF RAIL AT TO ERMELO,  
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**Section 14 : CERTIFICATE OF ACQUAINTANCE WITH SPECIFICATIONS AND DRAWINGS**

*[appended hereto as Appendix (iv)]*

I/We

\_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Specifications and Drawings for the carrying out of the proposed supply for which I/we submitted my/our Proposal.

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

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Specifications and Drawings as confirmation in terms of the Returnable Schedule.

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFP FOR THE PROVISION OF  
SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE SCHOOL OF RAIL AT  
TO ERMELO, UNDER THE CONTROL DEPOT ENGINEER, ERMELO**

**Section 15 : CERTIFICATE OF ACQUAINTANCE WITH NON DISCLOSURE AGREEMENT**

I/We

\_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Non Disclosure Agreement [Appendix vi] for the carrying out of the proposed supply for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any provisions of the Non Disclosure Agreement or failed to take it into account for the purpose of submitting my/our bid.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Non Disclosure Agreement as confirmation in terms of the Returnable Schedule.

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



**RFP FOR THE**

**SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE SCHOOL OF RAIL AT TO ERMELO, UNDER THE CONTROL DEPOT ENGINEER, ERMELO**

**Section : DECLARATION OF SUPPLIER DEVELOPMENT COMMITMENTS**

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

hereby **agree/do not agree** to commit that not less than ..... % of the contract value will be spent cumulatively on Supplier Development Initiatives. This pre-qualification criterion must be discharged against the following Supplier Development categories as outlined in the Supplier Development Value Summary [Annexure ..... ]:

- Industrialisation
- Technology transfer and sustainability
- Local capability and capacity building in South Africa (Localisation)
- Skills development
- Job creation
- Job preservation
- Enterprise and Supplier Development
- Rural / regional integration

I/We do hereby certify that the Supplier Development commitments made in relation to this RFP are solely in relation to this transaction and are not duplicated in relation to any other contracts that I/we have secured with any other organ of state including other State Owned Companies.

Furthermore, I/we do hereby declare that this undertaking also applies to any other contracts that I may have secured with Transnet including other Transnet Operating Divisions/Specialist Units. For the purposes of verification of this undertaking, the following is a list of contracts with Supplier Development commitments that I/we have secured with Transnet:

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

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFP FOR THE**  
**SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR THE SCHOOL OF RAIL AT**  
**TO ERMELO, UNDER THE CONTROL DEPOT ENGINEER, ERMELO**

**Section 16 : B-BBEE IMPROVEMENT PLAN**

Transnet encourages its Suppliers to constantly strive to improve their B-BBEE rating and requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their BBBEE status over the contract period.

**Additional contractual requirements**

Should a contract be awarded through this RFP process, the successful Respondent(s) may be contractually committed, *inter alia*, to the following conditions:

- a) The original B-BBEE Improvement Plan may require certain additions or updates in order to ensure that Transnet is satisfied that developmental objectives will be met.
- b) The Supplier will need to ensure that the relevant mechanisms and procedures are in place to allow Transnet access to information to measure and verify the Supplier's compliance with its stated B-BBEE Improvement commitments.
- c) The Supplier will be required to provide:
  - (i) quarterly status reports for Transnet; and
  - (ii) a final B-BBEE Improvement Plan report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all B-BBEE Improvement components.
- d) All information provided by the Supplier in order to measure its progress against its stated targets will be auditable.

Respondents are requested to submit their B-BBEE Improvement Plan as an **additional document** with their Proposals by completion of **Annexure** ..... appended hereto. [*Refer Annexure ..... for further instructions*]

**RFP FOR SUPPLY, DELIVERY AND INSTALLATION OF  
FURNITURE FOR THE SCHOOL OF RAIL AT TO ERMELO, UNDER THE  
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**ANNEXURE A : B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**1. INTRODUCTION**

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

**2. GENERAL DEFINITIONS**

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

- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **QSE** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

"PREVIEW COPY ONLY"

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

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

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]	Number of Points [Maximum 20]
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

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

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 10 / 20 points]

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

**5.2 Subcontracting:**

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

If YES, indicate:

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

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

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
  - Partnership/Joint Venture/Consortium
  - One person business/sole propriety

- Close Corporations
- Company (Pty) Ltd

(v) Describe Principal Business Activities

.....

.....

.....

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g Transporter, etc

(vii) Total number of years the company/firm has been in business.....

**BID DECLARATION**

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

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

**WITNESSES:**

- 1. ....
- 2. ....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....



# TRANSNET FREIGHT RAIL

TRANSNET



STANDARD SPECIFICATIONS  
FOR TRAINING FACILITIES

"PREVIEW COPY ONLY"

BLACK E-SECTION BEADING

BACK: FOAM - Vp45 MEDIUM DENSITY FOAM

STANDARD HIGH TRAFFIC WOVEN BLACK FABRIC

BACK: WOOD - PRESSED VENIER

IMPACT MODIFIED NYLON ARMS

SEAT: FOAM - Vp70 HIGH DENSITY FOAM

SEAT: WOOD - PRESSED VENIER

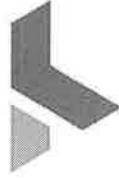
FRAME: STEEL - ø25mm X 2.5mm

POWDERCOATING: 60-70 MICRON SATIN BLACK

IMPACT MODIFIED NYLON GLIDES



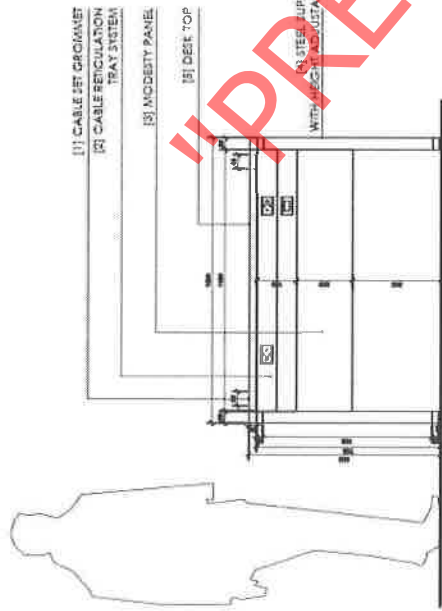
**TRANSNET**



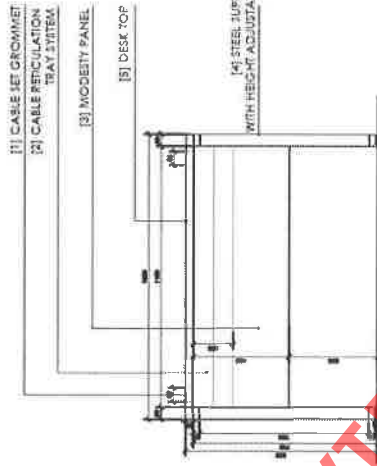
TRANSNET TRAINING FACILITY FURNITURE STANDARDS  
**TASK CHAIR**



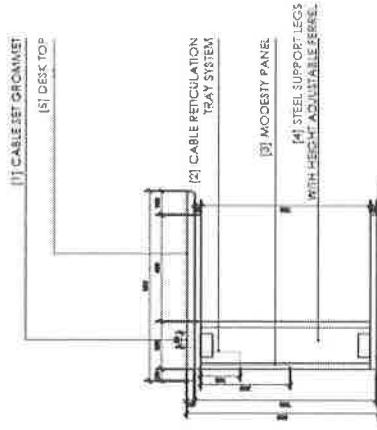
Solutions For The Built Environment



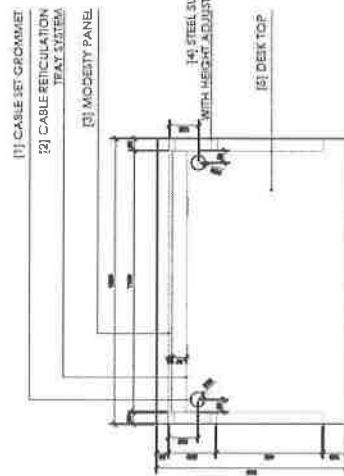
TRAINING DESK  
BACK VIEW



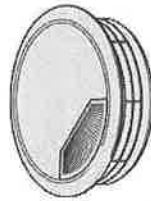
TRAINING DESK  
FRONT VIEW



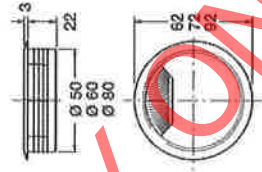
TRAINING DESK  
SIDE VIEW



TRAINING DESK  
PLAN VIEW



CABLE MANAGEMENT GROMMET HOLE  
COVER DETAILS AND SECTION



LEGEND	
TRAINING FACILITY USER WORKSTATION	
1	CABLE SET GROMMET: TWO PIECE FINISH WITH SPRING CLOSURE FOR PRESS FITTING OR GLUING INTO 40mm DIA. HOLE IN MODERITY PANEL. COLOUR FINISH TO MATCH WORKING SURFACE.
2	CABLE RETICULATION SYSTEM: CABLES POWER SUPPLY TO ALL ALUMINUM CASTING COMPONENTS TO BE SECURELY TIED TO UNDERSIDE OF TABLE TOP AS SUPPLIER CABLES ELECTRICAL.
3	MODERITY PANEL: 1. 20mm WALL THICKNESS 2. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING MODERITY PANEL TO BE SECURELY TIED TO UNDERSIDE OF TABLE TOP AS PER MANUFACTURER REQUIREMENTS
4	STEEL SUPPORT LEGS WITH HEIGHT ADJUSTABLE FERREL: 1. STEEL SUPPORT LEG AS INDICATED AND DIMENSIONED 2. HEIGHT ADJUSTABLE FERREL 3. CLIP ON COVER ON FRONT FOR RETICULATION
5	STEEL SUPPORT LEG SYSTEM AS PER NOMINATED MANUFACTURERS APPROVED SHOP DRAWINGS.
5	DESK TOP: 1. 20mm WALL THICKNESS WITH 18mm ENDS WITH 2mm IMPACT BODING 2. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 3. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 4. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 5. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 6. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 7. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 8. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 9. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 10. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 11. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 12. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 13. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 14. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 15. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 16. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 17. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 18. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 19. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 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ENDS WITH 2mm IMPACT BODING 78. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 79. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 80. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 81. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 82. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 83. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 84. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 85. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 86. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 87. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 88. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 89. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 90. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 91. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 92. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 93. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 94. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 95. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 96. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 97. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 98. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 99. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING 100. 18mm WALL THICKNESS ENDS WITH 2mm IMPACT BODING

PREVIEW COPY ONLY



GENERAL PAINT COLOUR DULUX CODE: 6J1-4  
 NAME: BIRCH BARK CANOE FINISH. 1 COAT PRIMER,  
 2 COATS DULUX WEATHERGUARD ULTRA SMOOTH.  
 TO BE APPLIED ON ALL WALLS AS INDICATED



ACCENT WALL PAINT RIVER ROCK - DULUX CODE:  
 6J1-7 ON GAMMAZENITH STRATIO PLASTER  
 (VELVET TEXTURE) FINISH: MATT



ACCENT PAINT WALL WOOD MOSS - DULUX CODE:  
 5K3-5. FINISH: 1 COAT PRIMER, 2 COATS DULUX  
 WEATHERGUARD ULTRA SMOOTH.



ACCENT PAINT WALL FIELD GEAR - DULUX CODE:  
 5K2-6 FINISH: 1 COAT PRIMER, 2 COATS DULUX  
 WEATHERGUARD ULTRA SMOOTH.



SANDSTONE: STRATA STONE RANDOM SMOOTH  
 CLADDING. 25MM G112



SANDSTONE: STRATA STONE C141 DRY WALL  
 CLADDING



MAH1013 -NOVA GRIS  
 500mm X 500mm TILE  
 MAHARANI TILES  
 CONTACT: ASLAM (031 577 7860)



MAH1015 - POLISHED PORCELAIN ABLUTION  
 300mm X 600mm TILE  
 MAHARANI TILES  
 CONTACT: ASLAM (031 577 7860)



MAH1022 -NOVA NERO GROOVE ACCENT  
 500mm X 500mm TILE  
 MAHARANI TILES  
 CONTACT: ASLAM (031 577 7860)

"PREVIEW COPY ONLY"





500X500mm POLISHED PORCELAIN FLOOR TILE, WITH 2mm GROUTING (DOVE GREY).  
CODE: MAH1013



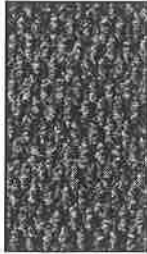
300X300 SALT & PEPPER GREY (WITH 2mm GROUTING-DOVE GREY).  
CODE: MAH1018



NEXUS CARPET.  
RANGE : WESTMINSTER.  
col. COAL CITY



BERBERPOINT 920 NexBac  
col.CHARCOAL  
size:500 X 500mm.



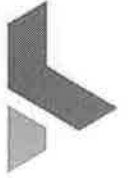
BERBERPOINT 920 NexBac  
col.SENEGAL  
size:500 X 500mm.



300x300mm FLOORWORX SUPER-FLEX  
TILES Range. Name: CHARCOAL code:  
MS013: 2.0mm (S6502-B)

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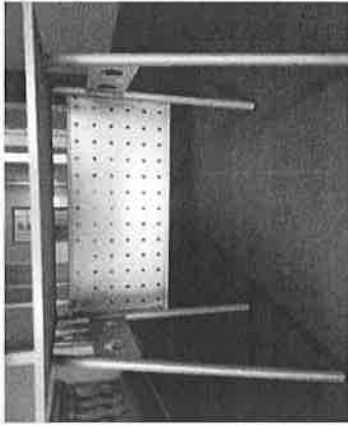
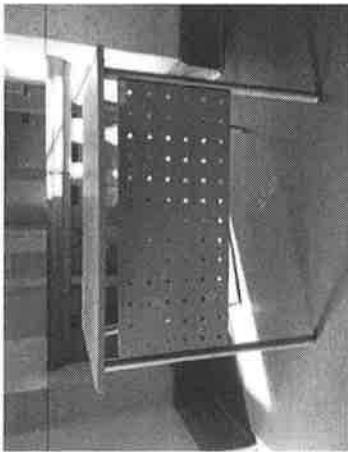
TRANSNET



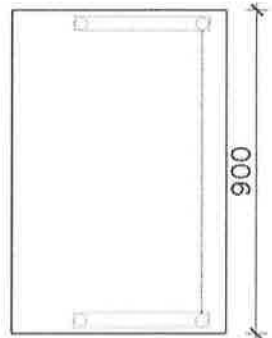
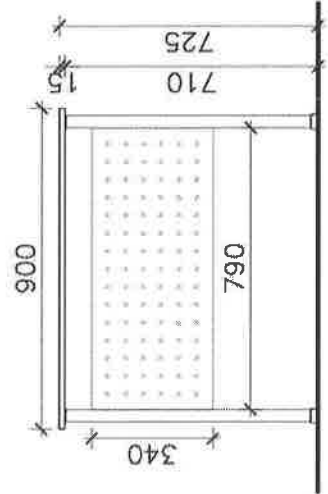
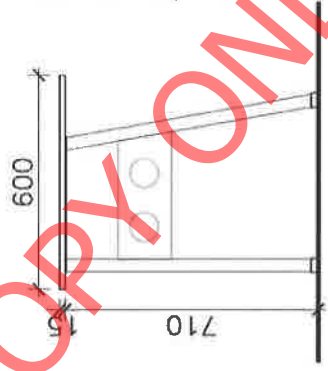
TRANSNET TRAINING FACILITY FURNITURE STANDARDS  
FLOOR FINISHES



Solutions For The Built Environment



- Current Top** -15mm thick, 900mm long x 600mm wide
- Modesty Panel** -790mm long x 340mm wide with holes
- Frame Height** -710mm high from floor to bottom of top
- Side Plates** -270mm below top, 10mm wide x 120mm long
- Frame Round Pipes** -35mm diameter with plastic protectors at the bottom, fixed at top with 3mm x 40mm flat bar



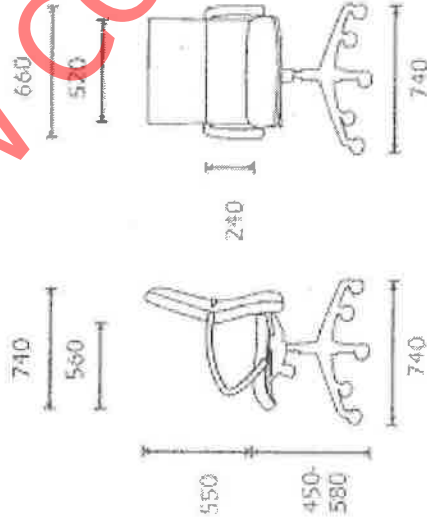
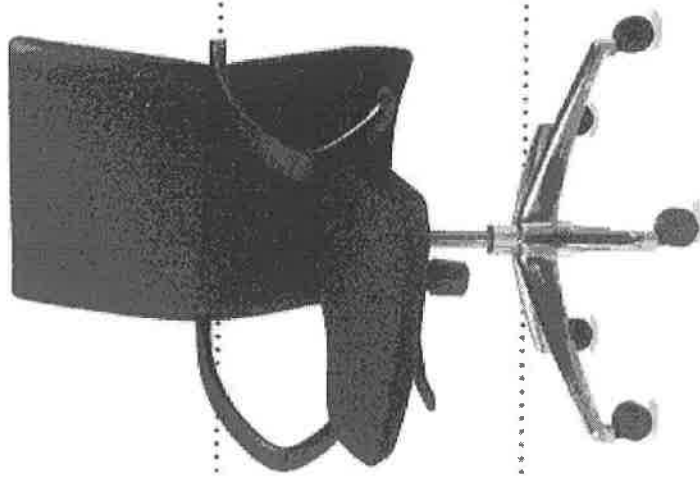
"PREVIEW COPY ONLY"





8940: MIDBACK

- Midback backrest
- Poly arms
- Chrome high base
- Centre pivot
- Synchronous mechanism



M/B KNEE-TILT SYNCHRON MECHANISM GAS HEIGHT ADJUSTER

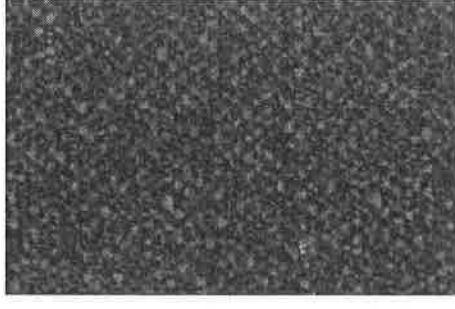
FABRIC: Seat Upholstered in Weavers World Vulcan Fabric, Colour: Black

Back-rest upholstered in Tessasonic, Contract Fabric, Donegal Colour: Scarlet

Maximum weight 140kg, to accommodate people weighing more, seats must be reinforced

5 Star Chrome Base

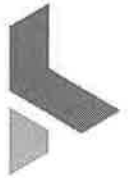
Poly arms

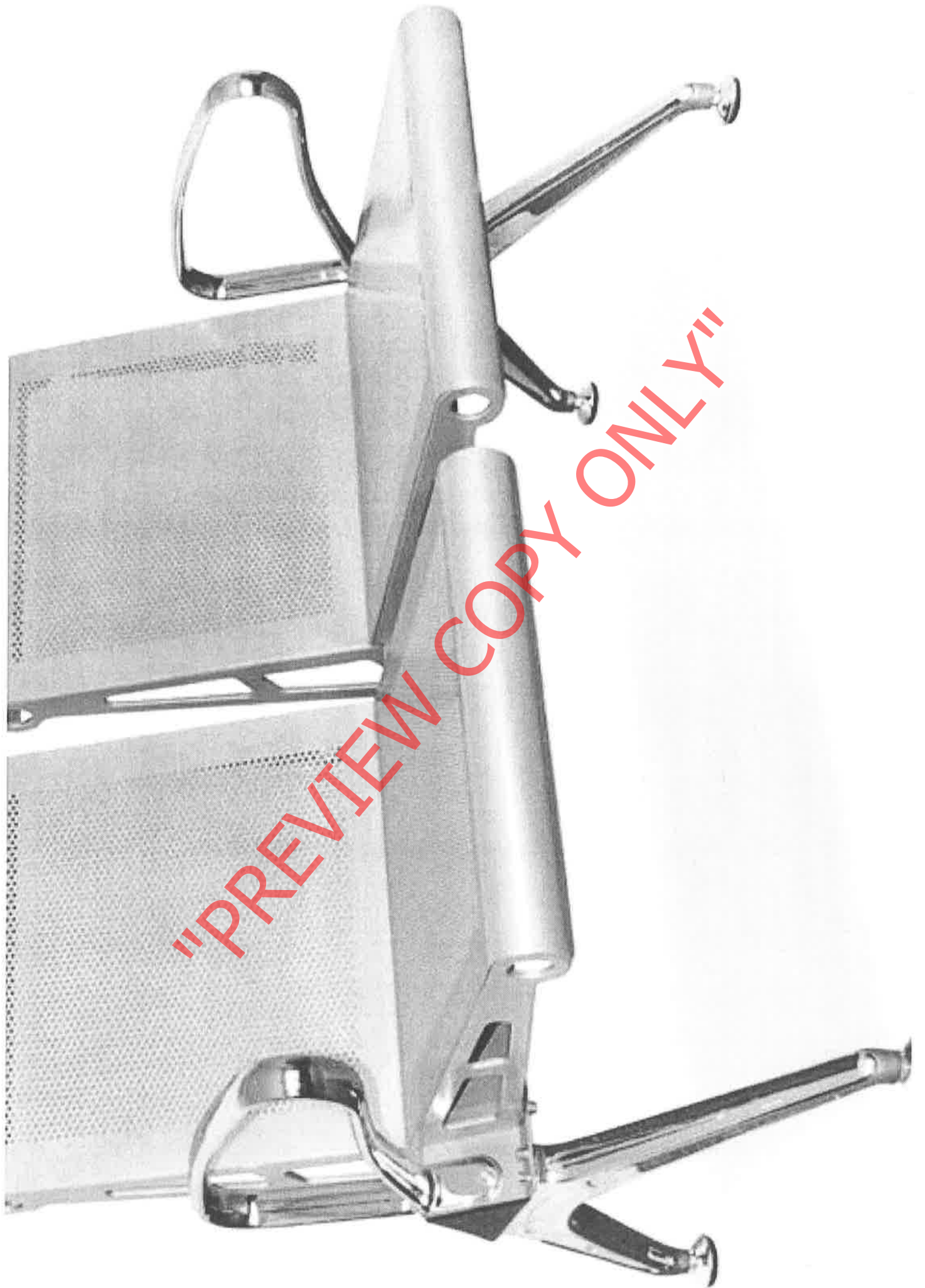


Backrest Upholstery

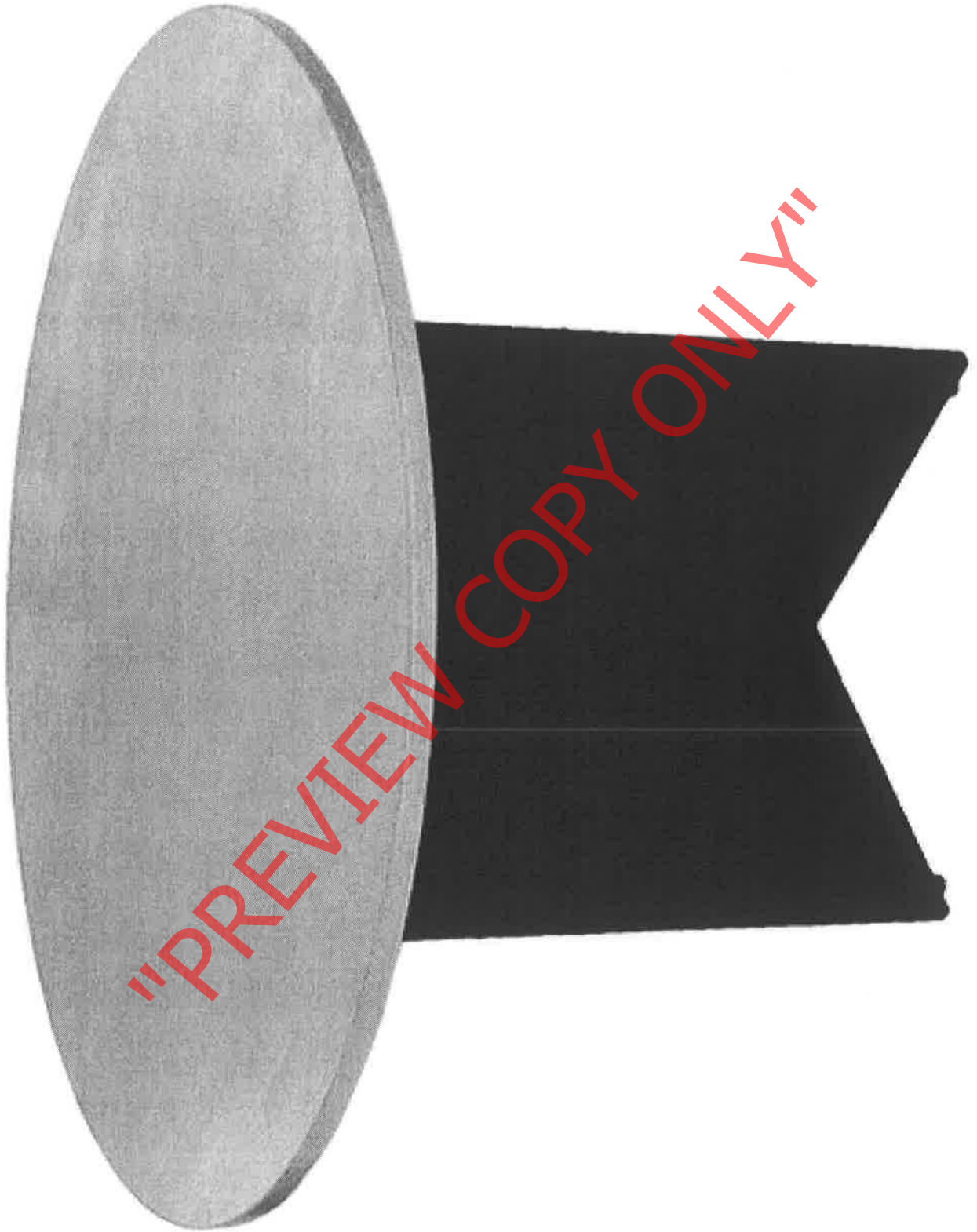


Seat Upholstery









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**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](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if –
  - a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
  - b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %

\_\_\_\_\_ %

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](http://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. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?  
( *Tick applicable box* )

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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 B OF SATS 1286:2011)**

**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.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

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](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
  - (ii) the declaration templates have been audited and certified to be correct.
- (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)	
Local content %, as calculated in terms of SATS 1286:2011	

**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 (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_





**Annex D**

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1) Tender No. \_\_\_\_\_  
 (D2) Tender description: \_\_\_\_\_  
 (D3) Designated Products: \_\_\_\_\_  
 (D4) Tender Authority: \_\_\_\_\_  
 (D5) Tendering Entity name: \_\_\_\_\_  
 (D6) Tender Exchange Rate: \_\_\_\_\_

Note: VAT to be excluded from all calculations

EU R 9.00      GBP R 12.00

**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 0	

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										R 0	

**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										R 0	

**D. Other foreign currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Tender Rate of Exchange	Summary of payments
			Foreign currency value paid	Local value of payments		
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						R 0

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 23

**Annex E**

**Local Content Declaration - Supporting Schedule to Annex C**

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note: VAT to be excluded from all calculations**

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	<b>(E9) Total local products (Goods, Services and Works)</b>		R 0

(E10) **Manpower costs** (Tenderer's manpower cost)  R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)  R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)  R 0

**(E13) Total local content**  R 0

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

Date: \_\_\_\_\_