



TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP]

FOR THE DESIGN, MANUFACTURE AND SUPPLY OF RAIL FASTENING SYSTEMS TO TRANSNET FREIGHT RAIL (TFR) NATIONALLY FOR A PERIOD OF TWO YEARS ON AN "AS AND WHEN REQUIRED" BASIS.

THE RFP PROVIDES FOR;

- 1) FASTENING SYSTEMS APPROVED THROUGH EXPERIENCE GAINED AS A RESULT OF INSTALLATION IN TFR'S NETWORK AND/OR APPROVED THROUGH A TESTING PROCESS BY TFR'S TECHNOLOGY MANAGEMENT DEPARTMENT**
- 2) NEW POTENTIAL ENTRANTS THAT MEET TFR'S SPECIFICATIONS TO SUBMIT PROPOSALS WITH THE ULTIMATE OBJECTIVE OF APPROVING (THROUGH A RIGID TESTING PROCESS) THEIR FASTENING SYSTEM/S BY TFR'S TECHNOLOGY MANAGEMENT DEPARTMENT TO BE ELIGIBLE TO PARTICIPATE IN FUTURE FASTENING SYSTEM RFPs ISSUED BY TFR.**

RFP NUMBER: HOAC-HO-10389
ISSUE DATE: 13 February 2014
CLOSING DATE: 11 March 2014
CLOSING TIME: 10:00
BID VALIDITY PERIOD: 120 days from Closing Date

COMPULSORY BRIEFING SESSION:

A compulsory briefing session will be held at the following venue:

Time : 12:00 pm
 Date : 20 February 2014
 Venue : Transnet Freight Rail
 Inyanda House 2
 15 Girton Road
 Bokamoso Boardroom, 2nd Floor
 Parktown
 Johannesburg

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APPENDIX (ii)	TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS TO TRANSNET
APPENDIX (iii)	TECHNICAL SPECIFICATIONS
APPENDIX (iv)	SUPPLIER DEVELOPMENT GUIDELINE DOCUMENT
APPENDIX (v)	NON DISCLOSURE AGREEMENT
APPENDIX (vi)	EVALUATION FLOW CHART

LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
EME	Exempted Micro Enterprise
GBC	General Bid Conditions
HOAC	Head Office Acquisition Council
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
OD	Transnet Operating Division
PPPFA	Preferential Procurement Policy Framework Act
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SD	Supplier Development
SME	Small Medium Enterprise
SOC	State Owned Company
TFR	Transnet Freight Rail
TFRAC	Transnet Freight Rail Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

**RFP FOR THE DESIGN, MANUFACTURE AND SUPPLY OF
RAIL FASTENING SYSTEMS TO TRANSNET FREIGHT RAIL (TFR) NATIONALLY FOR A
FOR A PERIOD OF TWO YEARS ON AN "AS AND WHEN REQUIRED" BASIS.**

Section 1: NOTICE TO BIDDERS

1 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**].

DESCRIPTION	<p>DESIGN, MANUFACTURE AND SUPPLY OF RAIL FASTENING SYSTEMS TO TFR NATIONALLY FOR A PERIOD OF TWO YEARS ON AN "AS AND WHEN REQUIRED" BASIS [the Goods]</p> <p>THE RFP PROVIDES FOR;</p> <ol style="list-style-type: none"> 1. Fastening Systems approved through experience gained as a result of installation in TFR's network and/or approved through a testing process by TFR's technology management department 2. New potential entrants that meet TFR's specifications to submit proposals with the ultimate objective of approving (through a rigid testing process) their fastening system/s by TFR's technology management department to be eligible to participate in future fastening system RFPs' issued by TFR.
BID FEE AND BANKING DETAILS	<p>R 1000 [inclusive of VAT] per set. Payment is to be made as follows:</p> <p>Bank: Standard Bank Account Number: 203158598 Branch code: 004805 Account Name: Transnet Freight Rail Reference: HOAC-HO-10389</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.</p>
INSPECT / COLLECT DOCUMENTS FROM	<p>Transnet Freight Rail Acquisition Council Tender Advice Centre Ground Floor Inyanda House 1 21 Wellington Road Parktown</p>
ISSUE DATE AND COLLECTION DATE DEADLINE	<p>Between 09:00 and 15:00 from 13 February 2014 until 20 February 2014.</p> <p>Note: Payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFP documents.</p>
COMPULSORY BRIEFING SESSION	<p>Yes. Refer to paragraph 2 and cover page for details.</p>
CLOSING DATE	<p>10:00 on Tuesday 11 March 2014</p> <p>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.</p>

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

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at Inyanda House 2, 15 Girton Road, Bokamoso Boardroom, 2nd Floor, Parktown on the **20 February 2014**, at **12:00** for a period of \pm 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 *A Certificate of Attendance set out in Section 15 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** RFP briefing.*
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.
- 2.3 Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.

3 PROPOSAL SUBMISSION

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

The Secretariat, Transnet Freight Rail Acquisition Council
 RFP No: HOAC-HO-10389
 Description: DESIGN, MANUFACTURE AND SUPPLY OF RAIL FASTENING SYSTEMS TO TFR NATIONALLY FOR A PERIOD OF TWO YEARS ON AN "AS AND WHEN REQUIRED" BASIS
 THE RFP PROVIDES FOR;

1. FASTENING SYSTEMS APPROVED THROUGH EXPERIENCE GAINED AS A RESULT OF INSTALLATION IN TFR'S NETWORK AND/OR APPROVED THROUGH A TESTING PROCESS BY TFR'S TECHNOLOGY MANAGEMENT DEPARTMENT
2. NEW POTENTIAL ENTRANTS THAT MEET TFR'S SPECIFICATIONS TO SUBMIT PROPOSALS WITH THE ULTIMATE OBJECTIVE OF APPROVING (THROUGH A RIGID TESTING PROCESS) THEIR FASTENING SYSTEM/S BY TFR'S TECHNOLOGY MANAGEMENT DEPARTMENT TO BE ELIGIBLE TO PARTICIPATE IN FUTURE FASTENING SYSTEM RFP'S ISSUED BY TFR.

Closing date and time: 11 March 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 at Inyanda No 1, Ground Floor, 21 Wellington Road, Parktown, and must be addressed as follows:

**THE CHAIRPERSON
TRANSNET FREIGHT RAIL
ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
Inyanda House 1
21 Wellington Road
Parktown**

- 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 Inyanda No 1, Ground Floor, 21 Wellington Road, Parktown 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 Freight Rail Acquisition Council and a signature obtained from that Office:

**THE CHAIRPERSON
TRANSNET FREIGHT RAIL
ACQUISITION COUNCIL
GROUND FLOOR
21 WELLINGTON ROAD
PARKTOWN**

- 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 exceed R1 000 000 (all applicable taxes included); and therefore the **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 Section 14 [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 Section 14 [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 Facilitators¹.

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 percent] 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 percent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than

¹ 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.

the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

In terms of Section 14 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.

Respondents must submit the agreement between the main contractor and the sub-contractor with their proposals to Transnet.

5.4 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.

Supplier Development Initiatives are a prerequisite for this RFP. Transnet requires Respondents to meet or exceed a threshold of 15% in respect of their SD commitments on this contract.

*All Respondents must refer to **Section 18** for further instructions. Respondents are required to submit a Supplier Development Value Summary, **Annexure B** as this is a mandatory returnable document. In addition, Respondents are required to complete **Section 19 [Declaration of Supplier Development Commitments]** and submit a Supplier Development Plan, **Annexure C** as these are required as essential returnable documents.*

Note: Should a JV be envisaged the principal Respondent is required to submit the required responses as indicated above.

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 to [Mulalo Mukwena] before **12:00 on 27 February 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 Freight Rail Acquisition Council, at telephone number 011-544-9486, email prudence.nkabinde@transnet.net TAC.SECRETARIAT@transnet.net or fax number 011-774-9760 on any matter relating to its RFP Proposal.

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 A CD copy of the RFP Proposal must be submitted. Please provide files in MS Word / Excel format, not PDF versions, noting that the signed original set will be legally binding.

7.5 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**

7.6 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.

7.7 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 disqualify Proposals submitted after the stated submission deadline [closing date];
- 9.2 modify the RFP's Goods and request Respondents to re-bid on any such changes;
- 9.3 reject any Proposal which does not conform to instructions and specifications detailed herein;
- 9.4 disqualify Proposals submitted after the stated submission deadline [closing date];

- 9.5 not necessarily accept the lowest priced Proposal or an alternative bid;
- 9.6 reject all Proposals, if it so decides;
- 9.7 withdraw the RFP on good cause shown;
- 9.8 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 9.9 award a contract for only a portion of the proposed Goods reflected in the scope of this RFP;
- 9.10 reduce or increase the volumes indicated if it is so decided.
- 9.11 limit period of contract;
- 9.12 split the award of the contract between more than one Supplier;
- 9.13 or make no award of a contract.

Technical Disclaimers

- 9.14 award only to bidder's whose products are approved;
- 9.15 disqualify respondent/s who do not have the right to sub license the material to TFR;
- 9.16 not disclose technical details or finer details of product testing results (Product Approval Process);
- 9.17 limit the testing reports for internal use only;
- 9.18 limit the number of samples to be tested;
- 9.19 decide on the testing priority;

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 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 the 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 SD by **5% [five percent]** if no Bidders pass the predetermined minimum threshold of 15% in respect of SD.

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**

"PREVIEW COPY ONLY"

**RFP FOR THE DESIGN, MANUFACTURE AND SUPPLY OF
RAIL FASTENING SYSTEMS TO TFR NATIONALLY
FOR A PERIOD OF TWO YEARS ON AN "AS AND WHEN REQUIRED" BASIS**

Section 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

A Rail Fastening System is a mechanism for fastening rails to sleepers (railroad ties) which forms part of the Perway materials. Currently, TFR are using two different types of Rail Fastening Systems which are the Pandrol type and the Fist type. The current Systems in use comprises of the following components;

Pandrol Type

- 2x Clips
- 1x Pad
- 2x Insulator

Fist Type

- 1x Fist Clip
- 1x Pad
- 1x Pin

Rail Fastening Systems are a strategic commodity to TFR business; they are also characterised by high technical sensitivity hence there is a requirement for all Rail Fastening Systems components or products to be technically approved before being used anywhere in TFR's Rail Network. Transnet Freight Rail Technology Management has developed a generic functional specification (**BBF9273-VER1**) to guide any potential suppliers as to the correct production of the Rail Fastening Systems. *See APPENDIX (iii) for the functional Specification.*

Unless the Fastening Systems have been approved through experience gained as a result of installation in TFR's Rail Network and/or approved through a testing process by TFR's Technology Management department, Systems that are not approved will be subjected to a product approval process. The Product approval may take a minimum period of 18 Months.

Technology Management Testing process

- Submit Samples - all components of the proposed fastening system (including Jigs for testing) will be delivered to TFR's Technology Management department at the bidders own cost.
- Laboratory approval to obtain conditional approval ~ 6 months
- In-Track testing as per specification.
- TFR may require to undertake physical audits of the manufacturing facility/s to validate bidders responses.

Points 2 and 3 above forms part a two-stage approval process as detailed below:

Conditional Approval Stage

- Conditional approval involves Laboratory testing.

- Laboratory testing is conducted by Transnet Freight Rail Technology Management and the results are communicated to the applicant (respondent) to ensure transparency.

In – Track approval Stage

- In –track testing process will only commence if and when the product has passed the first stage and has been granted conditional Approval to install it.
- In –track testing process as per specifications.
- This is required to optimize the performance of the product under various climatic conditions.
- Suppliers must supply all material for each in-track test to the Transnet designated depot.
- Transnet will carry the costs of installation.

Due to the product approval process which takes a minimum period of 18 months, potential new suppliers bidders whose systems that are not yet approved will not be awarded any business from this procurement event. As indicated above, the bidders will, however be afforded an opportunity to submit their designs and samples for product testing by Transnet Freight Rail technology Management. Refer to the evaluation flow chart attached (*Appendix vi*).

2 EXECUTIVE OVERVIEW

Our objective as Transnet is to source all activity through a Preferred Supplier(s) capable of supplying the product to all locations around the country.

Other key considerations include the need for Transnet to grow a list of suppliers of the Rail fastening Systems and other strategic commodities. Also to be considered is the fact that Transnet is committed into supporting state's socio economic objectives. Procurement is one of the most effective platforms for advancing the state's socio economic objectives.

Whereas Transnet is seeking a partner(s) to provide solutions for its demand 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 through 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 This Tender is for the design, manufacture and supply of rail fastening systems to transnet freight rail (TFR) nationally for a period of two years on an "as and when required" basis. Through this procurement event, Transnet are seeking:
 - 3.1.1 suppliers who can supply approved Rail fastening systems approved through experience gained as a result of installation in TFR's network and/or approved through a testing process by TFR's technology management department
 - 3.1.2 new potential entrants that meet TFR's specifications to submit proposals with the ultimate objective of approving (through a rigid testing process) their fastening system/s by TFR's technology management department to be eligible to participate in future fastening system RFPs' issued by TFR.
- 3.2 The proposed 'design, manufacture and supply of rail fastening systems to TFR nationally for a period of two years on an "as and when required" basis' contract will cover the national demand for standard, anti-vandal version, anti-sabotage version and special fasteners for use in turnouts. Refer to the appended functional specifications for more details on the product required.
- 3.3 With reference to the MDS and other projects (CAPEX and COPEX), a projection was made to estimate the quantity of Rail Fastening Systems to be required for the following two years. In the following two years, TFR is going to procure a forecasted quantity of approximately **1 419 889** units of Rail Fastening Systems.
- 3.4 A technical questionnaire (Annexure A) must be completed by all respondents to be evaluated for compliance with specifications.
 - Bidders proposing approved products (systems) must complete and comply with both Annexure A1 and A2 to be evaluated for the 100% Technical Threshold.
 - Bidders whose Fastening systems are not approved by TFR must complete and comply with Annexure A1 to be evaluated for the 100% Technical Threshold.
- 3.5 As prescribed in terms of the PPPFA and its Regulations, Respondents are to note the following:
 - Compliance to Specifications is included as a threshold with a prescribed percentage threshold of 100%.
 - Supplier Development is also included as a threshold with a prescribed percentage threshold of 15%.

Respondents must complete and submit;

- ***Annexure A – Technical Submission which includes a technical questionnaire.***
- ***Annexure B – Supplier Development Value Summary.***

A Respondent's compliance with the minimum technical threshold of 100% and SD threshold of 15% will be measured by their responses to Annexure A and Annexure B.

4 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.*

5 GENERAL SUPPLIER OBLIGATIONS

- 5.1 The Supplier(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Supplier(s) must comply with the requirements stated in this RFP.

6 "AS AND WHEN REQUIRED" CONTRACTS

- 6.1 Purchase orders will be placed on the Supplier(s) from time to time as and when Goods are required.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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*]
- 6.6 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:

- 6.7 Respondents are required 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/s:

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

7 RETURN OF SURPLUS GOODS

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

YES	NO
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Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods:

8 RESPONDENT'S SAMPLES

8.1 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 only upon request by Transnet to the addressee hereunder:

**TRANSNET FREIGHT RAIL TECHNOLOGY
 MANAGEMENT
 1 HOUT STREET
 GEORGE GOCH
 JEPPE TOWN
 JOHANNESBURG**

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.

- 8.2 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).
- 8.3 Respondents shall be financially liable for the acquisition and delivery of their products and jigs required.
- 8.4 If multiple systems are proposed, the respondent must indicate the priority of their own systems.
- 8.5 The Respondents must state the following:

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

9 PRE-PRODUCTION SAMPLES/PROTOTYPES

9.1 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:

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

9.3 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:

10 MANUFACTURERS

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

10.1 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

10.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

11 INSPECTION DETAILS

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

11.1 Local Manufacturer(s)

RFP ITEM NO.	NAME	BUSINESS ADDRESS

11.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

12 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:

RFP 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.

13 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:

13.1 ZAR 1.00 [South African currency] being equal to _____ *[foreign currency]*

13.2 _____ % in relation to tendered price(s) to be remitted overseas by Transnet

13.3 _____ *[Name of country to which payment is to be made]*

13.4 Beneficiary details:

Name *[Account holder]* _____

Bank *[Name and branch code]* _____

Swift code _____

Country _____

13.5 _____ *[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].

14 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.

15 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 (iii) [Specifications] 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:

YES	NO
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16 SERVICE LEVELS

- 16.1 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.
- 16.2 Transnet will have quarterly reviews with the Supplier’s account representative on an on-going basis.
- 16.3 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.
- 16.4 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

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

16.6 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:

YES	
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NO	
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17 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

17.1 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:

YES	
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NO	
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If "yes", please specify details in paragraph 17.2 below.

17.2 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.

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:

18.2 Continuity of supply:

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

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

19 REFERENCES

Please indicate below a minimum of *three (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

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.

Respondents are required to submit:

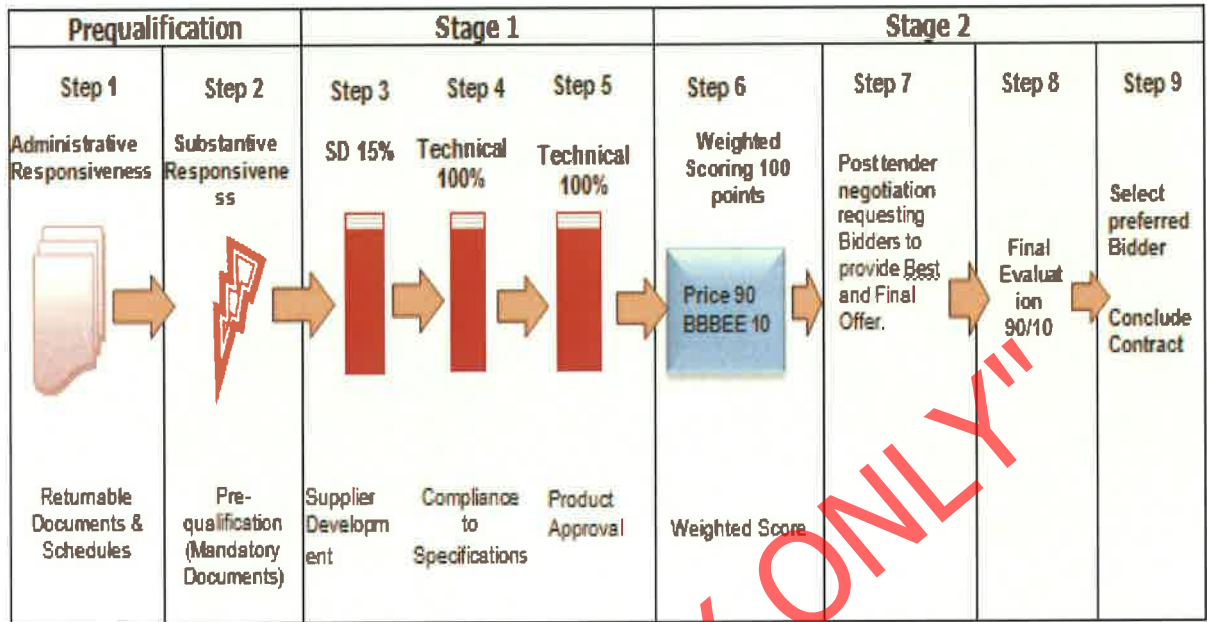
- Annual Financial Statements of the parent company if bidding as a subsidiary and the parent company will be providing Parent Company Guarantees.
- Annual Financial Statements of the member that will be providing performance bond if bidding as a JV.

The Annual Financial Statements should comprise:

- Statement of Financial Position
- Statement of Comprehensive Income
- Statement of Cash Flows
- Notes to the Annual Financial Statements

21 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier/s:



21.1 STEP 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"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 4</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 4, page 24 and 25</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 STEP 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"> Whether any general pre-qualification criteria set by Transnet, have been met 	<i>Section 1 paragraphs 2.2, 6, 10.3</i> <i>Section 4 – validity period</i> <i>Section 8, General Bid Conditions clause 19</i> <i>Sections 10, 11</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 3</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>

The test for substantive responsiveness [Stage Two] must be passed for a Respondent's Proposal to progress to Stage Three for further evaluation

21.3 STEP THREE: Minimum Threshold of 15% for Supplier Development

Supplier Development Bid Document and SD Value Summary:

[Refer Section 18, plus Annexures B & C as well as Appendix (iv):

Supplier Development Evaluation Criteria	% Weightings	RFP Reference
Supplier Development Bid Document:		<i>Appendix (iv)</i>
<ul style="list-style-type: none"> Industrialisation 	10%	
<ul style="list-style-type: none"> Capability and Capacity Building 	25%	
<ul style="list-style-type: none"> skills development 	20%	
<ul style="list-style-type: none"> Job creation 	20%	
<ul style="list-style-type: none"> job preservation 	10%	
<ul style="list-style-type: none"> Small business promotion 	10%	
<ul style="list-style-type: none"> Rural development 	5%	
Supplier Development Value Summary		<i>Annexure B</i>
Total Weighting:	100%	
Minimum qualifying score required:	15%	

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

21.4 STEP FOUR: Minimum Threshold of 100% for Technical Criteria

The test for Compliance to Technical Specification will include the following:

Technical Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> Bidders will be expected to fully comply with the Transnet Functional Specification for Rail fastening Systems. 	<i>Appendix (iii)</i>
<ul style="list-style-type: none"> Bidders proposing approved products (systems) must complete and comply with both Annexure A1 and A2 to be evaluated for the 100% Technical Threshold. 	<i>Annexure A 1</i> <i>Annexure A 2</i>
<ul style="list-style-type: none"> Bidders whose Fastening systems are not approved by TFR must complete and comply with Annexure A1 to be evaluated for the 100% Technical Threshold. 	<i>Annexure A 1</i>
Total Weighting:	100%
Minimum qualifying score required:	100%

The minimum threshold for technical [Step 4] must be met or exceeded for a Respondent's Proposal to progress to Stage Five. If respondents Systems are not approved but meet the threshold in Step 4, a formal testing process will be conducted by Technology Management.

21.5 STEP FIVE: Test Minimum Threshold of 100% for Product Approval

The test for Product Approval will include the following:

100% Minimum Threshold	RFP Reference
<ul style="list-style-type: none"> Unless the Fastening Systems have been approved through experience gained as a result of installation in TFR's Rail Network and/or approved through a testing process by TFR's Technology Management department, Systems that that are not approved will be subjected to a design approval process. Respondents will be required to submit designs for this approval process before product testing can commence. 	<i>Appendix (iii)</i>
<ul style="list-style-type: none"> Whether the product has been approved by TFR's Technology Management Department. Unapproved products will be subjected to a product approval process by TFR Track Technology, unless the products have been approved through experience gained as a result of installation in TFR's Rail Network. 	<i>Annexure A1</i> <i>Annexure A2</i>
<ul style="list-style-type: none"> Upon completion of Laboratory testing, respondents must complete and submit Annexure A2 to be considered for In-Track testing. 	<i>Annexure A2</i>

The minimum threshold of 100% for Step Five evaluations must be met for a Respondent's proposal to progress to Step Six.

Note: Systems requiring testing and approval will not proceed to Stage 2 of the evaluations.

Technology Management Testing process

- Submit Samples - all components of the proposed fastening system (including Jigs for testing) will be delivered to TFR’s Technology Management department at the bidders own cost.
- Laboratory approval to obtain conditional approval ~ 6 months
- In-Track testing as per specification.
- TFR may require to undertake physical audits of the manufacturing facility/s to validate bidders responses.

Points 2 and 3 above forms part a two-stage approval process as detailed below:

Conditional Approval Stage

- Conditional approval involves Laboratory testing.
- Laboratory testing is conducted by Transnet Freight Rail Technology Management and the results are communicated to the applicant (respondent) to ensure transparency.

In – Track approval Stage

- In –track testing process will only commence if and when the product has passed the first stage and has been granted conditional Approval to install it.
- In –track testing process as per specifications.
- This is required to optimize the performance of the product under various climatic conditions.
- Suppliers must supply all material for each in-track test to the Transnet designated depot.
- Transnet will carry the costs of installation.

21.6 **STEP SIX: Weighted Scoring**

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

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 3</i>
• BBBEE - current scorecard / B-BBEE Preference Points Claims Form [Section 14]	<i>Section 14</i>

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

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

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

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form [Section 14]

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated below and in Section 14, paragraph 4.1 of this RFP.

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

21.7 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Threshold	Minimum Percentage [%]
Supplier Development	15%
Technical Compliance	100%
Product Approval	100%

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

21.8 STEP SEVEN: Post Tender Negotiations (if applicable)

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). Negotiations will only be instigated after the evaluation process has been completed and the Preferred Bidder/s have been identified and approved by the relevant Acquisition Council. The shortlist could comprise of one or more Respondents. In order to ensure that Negotiations are conducted in a fair manner, shortlisted Bidders will be negotiated with individually. The negotiation process shall follow the same agenda for all Bidders.

21.9 STEP EIGHT: Final Evaluation

After negotiation, Respondents will be requested to provide their best and final offers to Transnet based on the post Tender Negotiations. Bidders should submit their best-and-final offers, in the relevant tender box, by a specified closing date and time.

It is important to note that although negotiations may take place in respect of a number criteria including price, technical, SD, delivery terms, etc, the final evaluation criteria against which the best-and-final Bids will be scored will be strictly on price and preference in terms of the applicable preference point system (i.e. 90/10).

21.10 STEP NINE: Select preferred bidder/s and conclude contract.

After the Final Evaluations, the contract will be negotiated and awarded to the successful Respondent(s). Business will be awarded to the Bidder/s that scored the highest points overall or to the preferred Bidder/s based on other objective criteria. Business will be awarded to one of the shortlisted Bidders or split between any number of shortlisted Bidders. A contract will be signed with the selected bidder/s.

"PREVIEW COPY ONLY"

**RFP FOR THE DESIGN, MANUFACTURE AND SUPPLY OF
RAIL FASTENING SYSTEMS TO TFR NATIONALLY
FOR A PERIOD OF TWO YEARS ON AN "AS AND WHEN REQUIRED" BASIS**

Section 3: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

DESCRIPTION OF ITEM <i>(respondents should be able to provide these items or similar)</i>	UNIT (e.g Each/Set)	TOTAL PRICE OF ITEM [ZAR]
HDPE "H" PLATE		
BASE PLATE PS1/PS2 TO FIT FY 57KG EP2 (Hytrel)		
VORTOK COIL WITH INSERTION/EXTRACTOR TOOL		
INSERT PS1/PS2 - EP2 (Hytrel)		
HDPE PAD FOR BLOCK JOINT SLEEPER (Normal use)		
HDPE PAD 6,8MM COALLINK (fastclip)		
HYTREL PAD FOR BLOCK JOINT SLEEPER (Special application.)		
PAD ASS HYTREL PAD & EP2 SHIM, FOR 3338.N		
UIC60 HVN M12,5 GPI		
UIC60 HVN M7,5 GPI		
S60/57/48 HVN M7.5 GPI -N		
S60/57/48 HVN M12.5 GPI -N		
HYTREL PAD VAE UIC60 1:20 TURNOUT 1HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 2HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 3HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 4HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 5HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 6HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 7HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 8HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 9HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 10HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 11HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 12HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 13HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 14HV		
CONCENTRIC FERRULE		
HYTREL PAD VAE UIC60 1:20 TURNOUT 15HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 16HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 17HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 18HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 19HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 20HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 21HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 22HV		

DESCRIPTION OF ITEM <i>(respondents should be able to provide these items or similar)</i>	UNIT (e.g Each/Set)	TOTAL PRICE OF ITEM [ZAR]
HYTREL PAD VAE UIC60 1:20 TURNOUT 23HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 24HV		
PAD ASS HYTREL FOR E3282 TUNNEL CHAIR,N		
HYTREL PAD VAE UIC60 1:20 TURNOUT 25HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 26HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 27HV		
HYTREL PAD VAE UIC60 1:20 TURNOUT 28HV		
INSULATOR 1819		
CLIP SPRING PANDROL 2020		
HYTREL PADS FOR VAE 1:20 TURNOUT (Standard?)		
HYTREL PAD VAE UIC60 1:20 TURNOUT 29HV		
HYTREL PADS VAE 1:20 UIC A TURNOUT (Crossover)		
PAD,FASTCLIP,OREX/COAL,UIC60,HYTRL		
FIST H1H2 BASE PLATE EP2 (UIC60 RAIL, 7 MM BASE)		
HYTREL INSERT 6,5 MM (S60 & UIC60) 6358		
HYTREL 6358 PADS FOR S60 1:20 TURNOUT		
H1H2 TYPE BASE PLATE WITH G SHOULDERS EP2 7MM		
HYTREL PAD FOR BLOCK JOINT SLEEPER		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 101		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 103		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 104		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 107		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 109		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 110		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 111		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 112		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 113		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 125		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 126		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 127		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 128		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 129		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 130		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 131		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 132		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 133		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 134		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 135		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 136		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 137		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 143		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 144		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 145		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 146		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 147		

DESCRIPTION OF ITEM <i>(respondents should be able to provide these items or similar)</i>	UNIT (e.g Each/Set)	TOTAL PRICE OF ITEM [ZAR]
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 148		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 149		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 150		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 151		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 152		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 153		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 154		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 155		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 156		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 157		
HYTREL PADS PLATEBASE s60 158 1:20/1:12		
HYTREL 6358 PAD UIC60 1:12/1:20 TURNOUT 159		
PANDROL INSU & CLIPS VAE 1:20 UIC (Standard)		
PANDROL INSU & CLIPS VAE 1:20 UIC (x-over)		
HINGED PAN PULLER		
ANTI SABOTAGE SLEEVE		
ANTI SABOTAGE CLIP UNGALV.		
ANTI SABOTAGE CLIP GALV.		
CLIP ANTI VANDAL E2005		
HYTREL PAD STUDDERED VAE UIC60 1:20 1845		
PAD,FASTCLIP,OREX/COAL,S60,HYTREL		
HYTREL PAD S60 6358		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 1H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 2H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 3H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 4H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 5H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 6H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 7H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 8H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 9H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 10H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 11H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 12H		
PAD,HYTREL 6358 (3MX6.5X240MM).TON-N		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 13H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 14H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 15H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 16H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 17H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 18H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 19H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 20H		
HYTREL 6358 PAD 48KG 1:12 TURNOUT 104H		
HYTREL 6358 PADS FOR 48 KG 1:12 TURNOUT		
PAD HDPE FOR CHAIR PLATES (3m x 5 x 240mm)(22.5t max)		
PAD HYTREL FOR PANDROL SHOULDERS		

DESCRIPTION OF ITEM <i>(respondents should be able to provide these items or similar)</i>	UNIT (e.g Each/Set)	TOTAL PRICE OF ITEM [ZAR]
PAD HYTREL FOR CHAIR PLATES (3m x 6.5 x 240mm)(>22.5 t)		
HYTREL PADS PLATE BASE UIC60-163H1:20/1:12-N		
GAUGE ADJUSTING INSULATOR UIC60, UIC/00/04		
INSULATOR GAUGE ADJUSTING UIC60, UIC/06/09		
GAUGE ADJUSTING INSULATOR UIC60, UIC/11/13		
SIDEPOST INSULATOR 12 MM		
TOE INSULATOR		
INSULATOR, TOE, FASTCLIP, BLACK (OREX)		
PAD, HDPE, NO1958, TUNNEL CHAIR, 3mm-N		
PAD, HDPE, No1952, TUNNEL CHAIR, 5mm-N		
PAD, HYTREL, NO1777.-N		
Pad, Hytrel & shim, Crastin, assembly, PY, N		
FIST CLIP LEVER		
PANPULLER UNIVERSAL PANDROL TYPE "C"		
EXTRACTION TOOL FOR E2005 A/V CLIP		
CRIMPING TOOL, ANTI SABOTAGE SLEEVE		
JAW, CRIMPING TOOL, ANTI SABOTAGE SLEEVE		
SHACKLE FOR HANDLING FASTCLIP SLEEPERS		
GAUGE PLATE GALVANISED, 30A		
FERRULE, ECCENTRIC-48/57 KG/S60		
ECCENTRIC FERRULE S60		
SPRING TAPER KEY		
DOWEL NYLON 66 PANDROL		
GAUGE ADJUSTING INSULATOR T-0		
30A GAUGE ADJUSTING PLATE		
GAUGE ADJUSTING INSULATOR T-11		
GAUGE ADJUSTING INSULATOR T-17		
GAUGE ADJUSTING INSULATOR T-23		
GAUGE ADJUSTING INSULATOR T-6		
GAUGE ADJUSTING INSULATOR T-14		
HDPE "G" PLATE		
HDPE "F" PLATE		
HDPE "BB" PLATE		
HDPE "B" PLATE		
HDPE "E" PLATE		
PLATE, BASE, HDPE, FIST, TYPE-N		
HDPE "D" PLATE		
HDPE "DD" PLATE		
CLIPS, SPRING, FIST F4 GALVANISED		
SPRING CLIP F4 GALV.		
SPRING CLIP FIST A&B (BLACK)		
PIN, INSULATED-FIST F4-N		
INSULATED PIN F4		
FASTCLIP 1603		
CLIPS, SPRING, FIST FY-N		
CLIPS, SPRING, FIST FY GALVANISED		
PIN, INSULATED-FIST FY-N		

DESCRIPTION OF ITEM <i>(respondents should be able to provide these items or similar)</i>	UNIT (e.g Each/Set)	TOTAL PRICE OF ITEM [ZAR]
PIN,INSULATED-FIST FY,GALVANISED-N		
PIN,INSULATED-FIST F4-N		
HDPE BASE PLATE "P2"		
MKII SIDING PAD		
PAD HDPE BASE PLATE "P1"		
GAUGE PLATE ,ADJUSTING-30KG,30B-N		
E1802 SIDING CLIP		
SPRING CLIP E2006		
SPRING CLIP E2006 GALV.		
HDPE BASE PLATE "PY"		
E3338 TUNNEL CHAIR		
PANDROL HDPE PAD 5MM FOR PAN SLAB		
PAD,TUNNEL CHAIR(3338),HDPE,60MMHOLE		
PAD,RUBBER-RESILIENT & INSULATING (Tunnel) -N		
30C GAUGE ADJUSTING PLATE		
30D GAUGE ADJUSTING PLATE		
SPRING CLIP F4		
CHECK RAIL BUTTRESS		
SIDEPOST INSULATOR 7MM		
HDPE PAD 5,4MM COALLINK (fastclip)		
FASTCLIP SIDE ROLLER		
FASTCLIP BOTTOM ROLLER		
FASTCLIP SLEEPER ROLLER		
FASTCLIP INSERTION TOOL		
FASTCLIP EXTRACTION TOOL		
EP2 TYPE BASE PLATE TO FIT P2 WITH 48 KG RAIL- EP2		
EP2 BASE PLATE TO FIT PY WITH 57/60 KG RAIL- EP2		
HYTREL 6358 PADS FOR S60 1:12 TURNOUT		
PAD,HDPE,CHECK RAIL,SAR48KG,HIGHLEG-N		
PAD,HDPE, CHECK RAIL,SAR48KG,LOWLEG-N		
LOW LEG BUTTRESS PAD		
57KG LOW LEG CHECK RAIL PAD		

"PRELIMINARY COPY ONLY"

Notes to Pricing:

- a) Respondents are to add any other items that do not form part of the list.
- b) All Prices must be quoted in South African Rand, exclusive of VAT
- c) To facilitate like-for-like comparison bidders must submit pricing 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.
- d) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- e) Prices are to be quoted on Ex-works basis (Price before products leaves your premises)
- f) Please indicate here, your price per kilometre rate (road transportation): _____
- g) 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.
- h) Prices quoted must be held valid for a period of 120 days from closing date of this RFP
- i) 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: _____
- j) Manufacturing and delivery lead time calculated from date of receipt of purchase order: _____ weeks
- k) 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

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Section 4: PROPOSAL FORM

I/We _____
[name of entity, company, close corporation or partnership] of [full address]

carrying on business trading/operating as

represented by _____
in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as per Section 6 of this RFP (a certified copy of which is annexed hereto) hereby offer to supply the abovementioned Goods at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

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

- (i) Terms and Conditions of Contract - Goods;
- (ii) General Bid Conditions – Goods; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Goods within **4 [four] weeks** thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of **Two (2) years** only.

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non compliance with material terms of this RFP including the delayed delivery of the Goods due to non-performance by ourselves, failure to meet Supplier Development commitments. A penalty of up to 100% of the outstanding portion of the Supplier Development commitment will be applied and Transnet

Respondent's Signature

Date & Company Stamp

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 **120 [one hundred and twenty] 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 v] appended hereto as **Section 17**. 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:

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

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

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent.

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

a) Mandatory Returnable Documents

Failure to provide all mandatory Returnable Documents at the closing date and time of this tender will 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 the mandatory Returnable Documents detailed below by so indicating [Yes or No] in the table below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 2 : Background, Overview and Scope of Requirements	
SECTION 3 : Pricing and Delivery Schedule	
ANNEXURE A (A1 and A2): Technical Submission/Questionnaire	
ANNEXURE B : Supplier Development Value Summary	
SECTION 15 : Certificate of attendance of compulsory RFP Briefing	

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 essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED D [Yes or No]
SECTION 1 : Notice to Bidders	
Receipt for payment of RFP documents [paragraph 1]	
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	
- A signed Memorandum of Understanding (MOU) between main contractor /Original equipment manufacturer (OEM) and sub-contractor (If applicable)	
- Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 3 years	
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	
SECTION 13 : Supplier Integrity Pact	
SECTION 16 : Certificate of Acquaintance with Specifications	
SECTION 17 : Certificate of Acquaintance with Non-Disclosure Agreement	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 19 : Declaration of Supplier Development Commitments	
ANNEXURE C : Supplier Development 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.

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: _____

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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 [√]	CC	Trust	Pty Ltd	Limited	Partnership	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						

Respondent's Signature

Date & Company Stamp

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

Complete B-BBEE Ownership Details:

% Black ownership	% Black women ownership	% Disabled Black ownership	% 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.

"PREVIEW COPY ONLY"

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];

Respondent's Signature

Date & Company Stamp

- 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

**RFP FOR THE DESIGN, MANUFACTURE AND SUPPLY OF
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Section 8: CERTIFICATE OF ACQUAINTANCE WITH THE GENERAL BID CONDITIONS - GOODS

[appended hereto as Appendix (i)]

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

**RFP FOR THE DESIGN, MANUFACTURE AND SUPPLY OF
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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 (ii)]

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 (i)] 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

**RFP FOR THE DESIGN, MANUFACTURE AND SUPPLY OF
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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.

Respondent’s Signature

Date & Company Stamp

**RFP FOR THE DESIGN, MANUFACTURE AND SUPPLY OF
RAIL FASTENING SYSTEMS TO TFR NATIONALLY
FOR A PERIOD OF TWO YEARS ON AN "AS AND WHEN REQUIRED" BASIS**

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

**RFP FOR THE DESIGN, MANUFACTURE AND SUPPLY OF
RAIL FASTENING SYSTEMS TO TFR NATIONALLY
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Section 12: RFP CLARIFICATION REQUEST FORM

RFP No: HOAC-HO-10389

RFP deadline for questions / RFP Clarifications: Before 12:00 on 27 February 2014

TO: Transnet SOC Ltd
ATTENTION: The Tender Administrator
EMAIL: Mulalo.Mukwena@Transnet.net
DATE: _____
FROM: _____

RFP Clarification No

REQUEST FOR RFP CLARIFICATION

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

**RFP FOR THE DESIGN, MANUFACTURE AND SUPPLY OF
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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:

- Corrupt and fraudulent practices;
- Anti-competitive practices; and
- 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.transnsnet.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

**RFP FOR THE DESIGN, MANUFACTURE AND SUPPLY OF
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Section 14: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

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

2. GENERAL DEFINITIONS

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

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

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

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

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

ADDRESS:

"PREVIEW COPY ONLY"

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Section 15: CERTIFICATE OF ATTENDANCE OF RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

Attended the RFP briefing in respect of the proposed Goods to be supplied in terms of this RFP on
_____ 20__

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

"PREVIEW COPY ONLY"

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Section 16: CERTIFICATE OF ACQUAINTANCE WITH PRODUCT SPECIFICATIONS

[Appended hereto as Appendix (iii)]

I/We

_____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Specifications 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 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 as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

"PREVIEW COPY ONLY"

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Section 17: 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 v] for the carrying out of the proposed supply for which I/we submitted my/our Proposal.

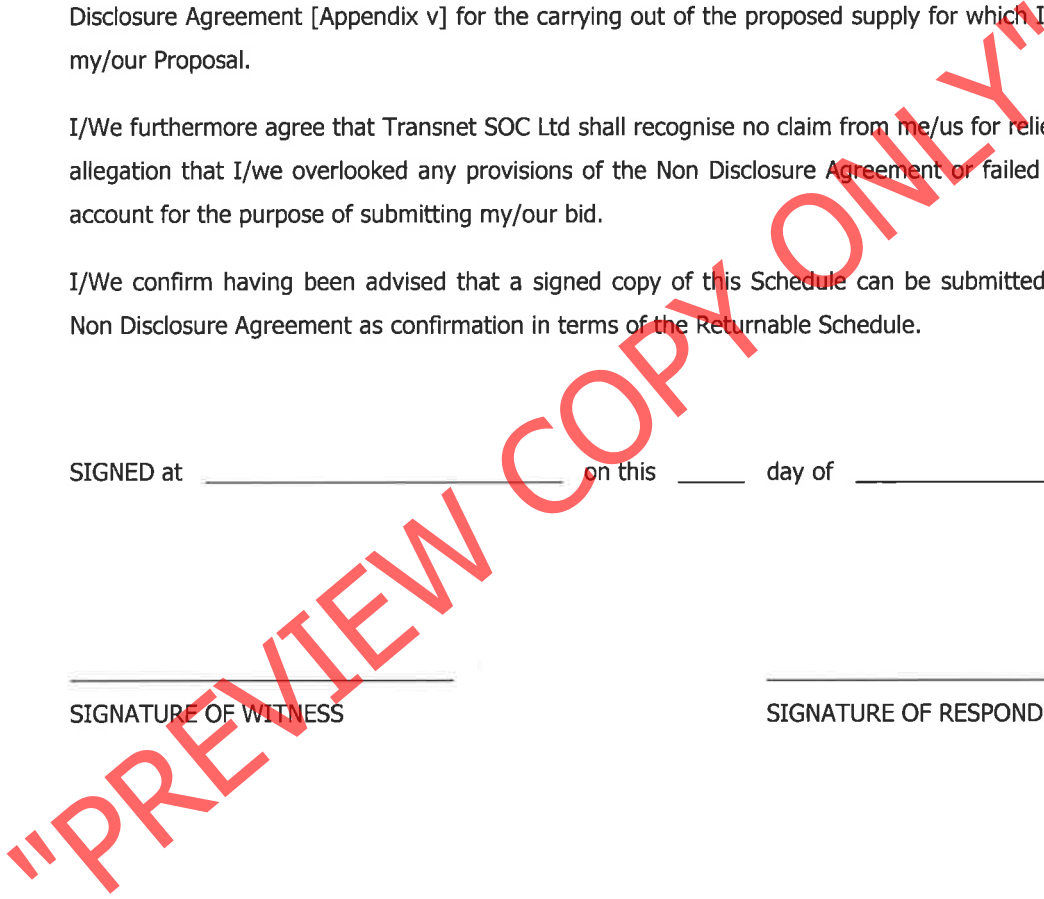
I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any provisions of the Non Disclosure Agreement or failed to take it into account for the purpose of submitting my/our bid.

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 DESIGN, MANUFACTURE AND SUPPLY OF
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Section 18: SUPPLIER DEVELOPMENT INITIATIVES

1.1 Aim and Objectives

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and an 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 New Growth Path policy.

The key focuses of the NGP include:

- increasing employment intensity of the economy
- addressing competitiveness
- balancing spatial development of rural areas and poorer provinces
- reducing the carbon intensity of the economy
- creating opportunities in improving regional and global cooperation
- enabling transformation that benefits a wider range of social actors in society e.g. workers, rural communities, youth and women

Transnet, as a State Owned Company [SOC], plays an important role to ensure these objectives are achieved. Therefore, the purchasing of goods and services needs to be aligned to Government's objectives for developing and transforming the local supply base. Transnet's mission is to transform its supplier base by engaging in targeted supplier development initiatives to support localisation and industrialisation whilst providing meaningful opportunities for Black² South Africans with a particular emphasis on:

- Youth [16 to 35 year olds]
- Black women
- People with disabilities
- Small businesses
- Rural integration

1.2 Supplier Development [SD]

To facilitate the implementation of Supplier Development initiatives, Transnet has adapted an existing framework from the Department of Public Enterprises [DPE]. This framework allows for a basic set of principles to be applied to appropriately targeted SD initiatives. Supplier development initiatives aim to build local suppliers who are competitive through building capability and capacity. Hence the framework

² "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

has been termed the Increased Competitiveness, Capability and Capacity Supplier Development Classification Matrix [**IC³ Matrix**]. Currently there are four quadrants of SD initiatives which Transnet considers according to the IC³ Matrix. This RFP has been identified as strategic, involving high commercial leverage and high value.

Supplier Development Initiatives are a prerequisite for this RFP. Transnet requires Respondents to meet or exceed a threshold of 15% in respect of their SD commitments on this contract.

Accordingly, Respondents are required to provide a commitment of the Supplier Development initiative they will undertake during the contract period in the **Supplier Development Value Summary**. In addition, Transnet requires that all Respondents submit a **Supplier Development Plan** demonstrating how they will discharge their commitments made in the Supplier Development Value Summary. The contract which will be concluded with the successful bidder will incorporate the SD undertakings made in the abovementioned documents as a term of the contract.

- a) For a detailed understanding of the IC³ Matrix, the respective SD initiatives and their objectives, please refer to the "Supplier Development Guidelines" appended hereto as **Appendix (iv)**. This document must be used as a guideline to complete the SD Plan.
- b) The following Supplier Development [**SD**] focus areas have been identified, namely:

Category	Description
Industrialisation	Industrial capability building that focuses on globally leading capabilities developed within South Africa
Capability and Capacity Building in South Africa (existing industry)	Industrial capability building that focuses on value-added activities of the South African industry through manufacturing or service-related activities
Skills development	Skills transfer & skills education which will occur as a result of the award of contract
Job Creation	The potential for job creation directly due to the award of this business allows for assessment of your company's intentions in terms of the Government's objective to increase labour absorption focusing on unskilled workers and the youth
Job Maintenance/Preservation	The potential for job preservation directly due to the award of this business
Small Business Promotion	These SD value measurements give an indication of your commitment to developing small businesses in line with the Government's New Growth Path [NGP] and B-BBEE requirements
Rural Integration and Regional Development	Incorporation of the use of rural labour and regional businesses which will contribute to NGP objectives

Green economy / carbon footprint: The potential reduction of the economy's carbon intensity [i.e. creation of a greener economy] should be regarded as a key priority within all the above SD Categories and for all proposed SD initiatives

- c) The **Supplier Development Plan** is to be submitted as a separate document, developed in line with the criteria set out in the **Supplier Development Value Summary**. The Supplier Development Plan is a detailed narrative document explaining the Respondent's Bid value as summarised in the Supplier Development Value Summary. The SD Plan should outline the type of

activities you intend to embark upon should you be awarded the contract. This SD Plan should also provide an overview of what you intend to achieve, when, and the mechanisms whereby you will achieve those objectives. The SD Value Summary and SD Plan will represent a binding commitment on the part of the successful Respondent.

Annexure B must be completed, indicating by cross-reference the detailed areas which have been addressed in your SD Plan for each of the evaluation criteria listed in paragraph 1.2 (b) above, together with the Value Indicators therefor.

Notes for completion of the SD Plan:

- (i) Respondents are required to address each of the aspects under the detailed SD Description as a minimum for submission. This is not an exhaustive list however, and Respondents must not be limited to these choices when compiling each section.
- (ii) Please provide detailed calculations to illustrate how your estimated Rand values have been derived.
- (iii) Respondents are required to provide an electronic copy [CD] of the completed Annexure B as part of the SD Plan submission.

1.3 Additional contractual requirements

Should a contract be awarded through this RFP process, the successful Respondent(s) [hereinafter referred to as **the Supplier**] will be contractually committed, *inter alia*, to the following conditions:

- a) The Supplier will be required to submit a **Supplier Development Implementation Plan** within 45 [forty-five] days from the signature date of a Letter of Intent [LOI]. This Implementation Plan represents additional detail in relation to the SD Plan providing an explicit breakdown of the nature, extent, timelines and monetary value of the SD commitments which the Supplier proposes to undertake and deliver during the term of the contract. Specific milestones, timelines and targets will be recorded to ensure that the Implementation Plan is in line with Transnet's SD objectives and that implementation thereof is completed within the term of the contract.
- b) The Implementation Plan may require certain additions or updates to the initial SD Plan in order to ensure that Transnet is satisfied that development objectives will be met.
- c) The Supplier will need to ensure that the relevant mechanisms and procedures are in place to allow for access to information to measure and verify the Supplier's compliance with its stated SD commitments.
- d) The Supplier will be required to provide:
 - (i) monthly status updates to Transnet for each SD initiative. [Detailed requirements will be provided by Transnet];
 - (ii) quarterly status reports for Transnet and the DPE. [Detailed reporting requirements will be provided by Transnet]; and
 - (iii) a final Supplier Development report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all SD components plus auditable confirmation of the Rand value contribution associated with each such SD commitment.

- e) All information provided by the Supplier in order to measure its progress against its stated targets will be auditable.
- f) The Supplier will be required to submit this Implementation Plan to Transnet in writing, within 45 [forty-five] days after signature of a Letter of Intent [**LOI**], where after both parties must reach an agreement [signed by both parties] within 20 [twenty] days. Transnet will reserve the right to reduce or increase the number of days in which the Supplier must submit its Implementation Plan if it is deemed reasonable, based on the degree of complexity of the SD initiative.
- g) The contract will be conditional on agreement being reached by the parties on the Implementation Plan submitted by the Supplier. Therefore failure to submit or thereafter to agree to the Implementation Plan within the stipulated timelines will result in the non-award of such a contract or termination thereof.
- h) Failure to adhere to the milestones and targets defined in an Implementation Plan may result in the invocation of financial penalties, to be determined at Transnet's discretion, as well as providing Transnet cause to terminate the contract in certain cases where material milestones are not being achieved.

1.4 **Supplier Development Returnable Documents**

Attached herewith is the following documentation:

- **Declaration of Supplier Development Commitments – Section 19 [essential]**
- **SD Plan – Annexure C [essential]**
- **SD Value Summary – Annexure B [mandatory]**

Respondents are to note whether the abovementioned documents are listed as mandatory or essential returnable documents in Section 4 to this RFP as failure to submit, or to submit an incomplete mandatory returnable document will result in disqualification of your Proposal. Failure to submit an essential returnable document may result in disqualification of your Proposal.

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Section 19: DECLARATION OF SUPPLIER DEVELOPMENT COMMITMENTS

I/We _____

hereby **agree** to commit that not less than 15% of the contract value will be spent cumulatively on Supplier Development Initiatives. This evaluation threshold must be discharged against the following Supplier Development categories as outlined in the Supplier Development Value Summary [Annexure B]:

- Industrialisation
- Capability and capacity building in South Africa (Localisation)
- Skills development
- Job creation
- Job preservation
- Small business 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

Please note that the questions are an abbreviation of the full clauses as set out in the specification and Please answer each question with a Yes or No

No:	Technical approval questions	Spec clause	Answer	Annexure
1	Is the system offered approved by TFR?			A2
2	Are there training material available on how to use the product and tools correctly?	3,1		A2
3	Do the supplier have the necessary technical personnel to do training on how to use the product and tools correctly?	3,1		A2
4	Is the necessary tools available to install and remove the fastening system?	3,2		A1
5	Are the system/ components approved by Technology management?	3,3		A2
6	Is the fastening system performing well in more than one internationally recognized railway line on at least 100 000 sleepers with similar track conditions as those that they would be subjected to on the TFR lines?	3,4		A1
7	Is there a technical support team and equipment that can assist with any technical aspect required by TFR from time to time and are there proof of this competency?	3,5		A2
8	Did the samples pass the visual inspection?	3,7		A2
9	Are the steel product available in all the surfaces finishes required?	3,7, 3.15		A2
10	Are all the components marked with the appropriate markings?	3,8		A2
11	Are the following documentation available for each of the components?			A2
	11.1 the safe working procedure.	3,9		A2
	11.2 the installation method.	3,9		A2
	11.3 replacement method.	3,9		A2
	11.4 the complete assembly with individual components.	3,9		A1
	11.5 the type of maintenance and maintenance intervals required during the warranty period.	3,9		A2
12	Are the drawings for each of the components and systems approved and signed off by the Principal Engineer - Track Technology?	3,10		A2
13	Does the dimensions and tolerances of the components and system comply with the specification? (Gauge are ±1 mm)	3,11		A1
14	Is the stacking ability, packaging options, quantities in packing and marking of the packaging as per specification?	3,12		A2
15	Does the supplier guarantee the components for a period of two/Three years?	3,13		A1
16	Does the components and system comply with the minimum design criteria as set out in section 4 and summarized below?			A2
16.1	It must be able to carry, spread, transfer, absorb and distribute the longitudinal, vertical, lateral and other forces caused by the dynamic loading of the trains, the environment, maintenance activities and temperature.	4,1		A1
16.2	Allow for the adjustment of the track gauge.	4,1		A1
16.3	Accommodate different types of rails. SAR 40, SAR 48, SAR 57, S60, UIC 60 and 60E1.	4,1		A2
16.4	Keep the clamping force and creep force constant irrespective of the rail type and track gauge.	4,1		A1
16.5	Give resilience to the track.	4,1		A1
16.6	Give electrical insulation.	4,1		A1
16.7	Enable the ease of track maintenance activities.	4,1		A1
16.8	It must withstand the environmental effects.	4,1		A1
16.9	Ease with maintenance activities like de-stressing, rail replacement and gauge adjustment.	4,1		A1
16.10	A cost effective life cycle cost.	4,1		A2
16.11	If a design is used in the pads that could cause rail seat abrasion, then an appropriate shim must be used with a suitable method of holding it in place.	4,1		A1
17	Does the fastening system range allow for a cast into the concrete and a welded on version	4,1		A2
18	If the system is a E clip system, can the fastening system offered be retro fitted onto the existing fastening systems?	4,1, 4,2		A1
19	Does the fastening system offered cover all the various types used by Transnet?	4,2		A2
20	Is the fastening system designed to function under the following dynamic environmental conditions as outlined in the tender document?			
20,1	Axle loads of 30 tons per axle.	4,3		A1
20,2	Speeds up to 100 km/h.	4,3		A1
20,3	Rail inclination of 1:20.	4,3		A1
20,4	Curves with radiuses as small as 110 m.	4,3		A1
20,5	Lateral loads of 60 kN continuous and 80 kN maximum.	4,3		A1
20,6	Vertical deflections of 1 mm for 6 million cycles. (Under resilient pad conditions).	4,3		A1
20,7	The clamping force system on the rail seat must be a 25kN ± 2 kN. (If two clips are used ½ of the value quoted must be carried by each clip) except for the F4 clip that will be 20 kN ± 10%.	4,3		A1
20,8	The loading points of the clip/s must be such that it transfers the clip force/s evenly to the other components.	4,3		A1
20,9	Lateral deflections of ± 0.5mm for 6 million cycles.	4,3		A1

20.10	The clip/s must still have a clamping force of 25kN ± 2kN after it has been installed and removed 5 times.	4,3		A1
20.11	The minimum component life expected from the fastening system must be 1500 MGT on axle's load of 30 tons.	4,3		A1
20.12	The system must perform equally well in rail temperatures between -15 and 70°C.	4,3		A1
20.13	It must also be able to resist the natural ultra violet radiation and ozone.	4,3		A1
20.14	Arid as well as sub-tropical conditions with high and low humidity levels.	4,3		A1
20.15	If components are installed within 15 km from the coast the applicable components must have the necessary corrosion protection.	4,3		A1
21	Did the components and system pass all the required tests?			A2
21,1	Assembly test of the whole system – Assemble as a unit that is within the required tolerances and disassemble at least 5 times without damages or wear on any component	5		A2
21,2	Electrical insulation test – The minimum electrical resistance shall be 1 M Ω (Dry) The minimum electrical resistance shall be 4000 Ω (Wet)	5		A2
21,3	In service tests – The test section must stay and perform within the requirements of this specification with no component failure or the need for maintenance that fall outside the maintenance cycle of the component.	5		A2
21,4	Slant test – The fastening must pass the test without failure of any component.	5		A2
21,5	Repeated load test – See spec for passing criteria	5		A2
21,6	Longitudinal rail restraint test - See spec for passing criteria	5		A2
21,7	Weathering test – No signs of corrosion or weathering that will reduce the	5		A2
21,8	Vertical stiffness test - See spec for passing criteria	5		A2
21,9	Dynamic damping and stiffness– See spec for passing criteria	5		A2
21,10	Shock attenuation test. – See spec for passing criteria	5		A2
21,11	Impact and fracture toughness test – Currently not a requirement but test result must be recorded	5	NA	A2
21,12	SN and dynamic fatigue test – See spec for passing criteria.	5		A2
21,13	Clamping force test – See spec for passing criteria.	5		A2
21,14	Visual inspection – See spec for passing criteria.	5		A2
21,15	Special test – See Appendix O for the test procedure.	5	NA	A2
21,16	Torsional resistance – Currently not a requirement but test result must be recorded.	5	NA	A2
21,17	Cast in component test – The assembly must pass the tests without failure of any component.	5		A2
22	DO the components and system comply with the material and manufacturing specification	6		A2
23	Is a quality plan supplied covering material specification, reference documents for manufacturing, inspection frequencies, measurement techniques and reaction plan for each component under the rail fastening scope of supply?	7,1		A1
24	Is the supplier accredited with BS EN ISO 9001?	7,2		A1
25	Did the manufacturer issue certificates of conformance stating that the components meet the requirements of this specification?	7,3		A1
26	Did the manufacturer indicate how all products and packaging will be marked to allow for the tracing of problems back to the manufacturing date while still packed in its original packaging and back to a year if installed in track?	7,4		A2
27	Can the supplier do a fatigue tests as per specification on a randomly selected clips from every 40 000 clips produced?	7,5		A2
28	Does the manufacturer have the ability to carry out the inspection and testing internally in accordance with the submitted specifications and this specification?	7,6		A2
29	Does the supplier agree that a TFR representative/ Inspecting Officer shall have free access to the works of the manufacturer at all reasonable times and shall be at liberty to inspect the manufacture at any stage and to call for any records, pertaining to manufacture, which shall be made available within a reasonable time frame?	7,7		A2
30	Is the product quality based on a continuous monitoring process that monitors and records the production processes?	7,8		A2
31	Did the manufacturer supply details on what continuous and non continuous measurements they intend taking?	7,8		A2
32	Where production/ quality measurements are not taken continuously is it recorded 8 times per production shift?	7,8		A2
33	Does the supplier recognize that TFR reserves the right to arrange further testing of any components at the Track Testing Laboratory?	7,9		A1
34	Does the supplier recognize that the components for testing must be supplied to TFR at the manufacturer's expense?	7,9		A1
35	In addition to the information supplied above is the following information supplied?			
35,1	Drawings of each component and system offered.	8		A1
35,2	Technical properties E.g. Clamping force, material info and hardness.	8		A1
35,3	Details of the markings offered.	8		A2
35,4	Details and specification of the material to be used.	8		A1
35,5	Proposed packaging.	8		A2
35,6	Evidence of where the product is used in other railway lines.	8		A1
36	Did the supplier indicate what the local content of the components would be?			A1

TENDER NUMBER: HOAC_HO_10389		ANNEXURE B					
SUPPLIER DEVELOPMENT VALUE SUMMARY							
Respondents must complete this Annexure which summarises your Supplier Development (SD) Bid Document and related value commitments over the contract period.							
Please insert the SD Value Indicators in the table below. Cross-reference the Value Indicators quoted under the column heading "SD BID DOCUMENT CROSS-REFERENCE" with the corresponding section in your SD Bid Document.							
		SD VALUE INDICATORS					
SD CATEGORY	SD MEASUREMENT	NUMBER	PERCENTAGE	RAND VALUE excluding VAT	YES/NO	SD BID DOCUMENT CROSS-REFERENCE	
1	Industrialisation	Industrialisation refers to industrial development that will result in a significant leading capabilities within South Africa.					
1,1	Value of investment in plant or investment already effected						
1,2	Percentage indication of the increase in locally supplied items with resultant decrease in and dependency on imported items						
2	Capability and Capacity Building	Capability and capacity building refers specifically to operational development in the form of value-add activities of the South African industry through manufacturing or service provision in the value chain.					
2,1	Number of local suppliers in the supply chain: Indicate the number of South African suppliers that would be utilised in the fulfilment of a contract						
2.1.1	Number of "Black-owned" local suppliers in the supply chain: Indicate the number of Black-owned suppliers that would be utilised in the fulfilment of a contract						
2.1.2	Number of "Black Woman-owned" local suppliers in the supply chain: Indicate the number of South African suppliers that would be utilised in the fulfilment of a contract						
2.1.3	Number of "Youth-owned" local suppliers in the supply chain: Indicate the number of Youth-owned suppliers that would be utilised in the fulfilment of a contract						

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SD CATEGORY	SD MEASUREMENT	SD VALUE INDICATORS				SD BID DOCUMENT CROSS-REFERENCE
		NUMBER	PERCENTAGE	RAND VALUE excluding VAT	YES/NO	
3	<p>Here skills development initiatives indicate your company's commitment to skills education, and how this would match with targeted groups. Consideration needs to be directed towards the adequate quality and value for proposed skills development to allow for better evaluation in line with Government objectives</p>					
	3,1	Number and Rand value of artisans/technicians to be trained over the contract period				
	3,2	Number and Rand value of apprentices to be trained over the contract period				
	3,3	Number and Rand value of Blacks* to be trained over the contract period				
	3,4	Number and Rand value of Black women to be trained over the contract period				
	3,5	Number and Rand value of Youth to be trained over the contract period [where "Youth" means individuals between the ages of 16 - 35 years]				
	3,6	Number and Rand value of persons with disabilities to be trained over the contract period				
	3,7	Is the level of the training offered above in compliance with the National Qualification Framework guidelines [NQF] / South African Qualification Association (SAQA)? - Yes/No [Please Indicate]				
	3,8	Number and Rand value of higher education bursaries and/or scholarships to be offered by your company [provide details in your SD Bid Document]				
	3,9	Rand value of other skills development initiatives [to be further detailed in your SD Bid Document]				
4	<p>*Where "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act 53 of 2003</p>					
	<p>The potential for job creation directly due to the award of this contract follows the following table. Your company's initiatives in terms of the Government's objective to increase labour absorption, focusing on unskilled workers and the youth.</p>					
	4,1	Number and Rand value of new skilled jobs to be created due to award of contract:				
	4.1.1	Number of new skilled jobs to be created in rural areas				
	4.1.2	Number of new skilled jobs for "Black" individuals and/or contractors				
	4.1.3	Number of new skilled jobs for Black women				
	4.1.4	Number of new skilled jobs for Black persons with disabilities				
	4.1.5	Number of new skilled jobs for Black Youth [where "Youth" means individuals between the ages of 16 - 35 years]				
	4,2	Number and Rand value of new unskilled jobs to be created by award of contract:				
	4.2.1	Number of unskilled jobs to be created in rural areas				
4.2.2	Number of unskilled jobs for Black individuals and/or contractors					
4.2.3	Number of unskilled jobs for Black women					
4.2.4	Number of unskilled jobs for Black persons with disabilities					
4.2.5	Number of unskilled jobs for Black Youth [where "Youth" means individuals between the ages of 16 - 35 years]					

SD CATEGORY	SD MEASUREMENT	SD VALUE INDICATORS				SD BID DOCUMENT CROSS-REFERENCE
		NUMBER	PERCENTAGE	RAND VALUE excluding VAT	YES/NO	
5	Job Maintenance / Preservation <i>The potential for job preservation directly due to the award of this business</i>					
	5,1	Number of jobs which would be preserved through award of contract:				
	5.1.1	- By the Respondent				
	5.1.2	- By subcontractors				
	5.1.3	- By South African suppliers / service providers				
	5.1.4	- By other [specify]				
6	Small Business Promotion <i>These SD value measurements give a clear indication of your commitment to developing small businesses in line with the Government's New Growth Path (NGP) and E-DEE requirements</i>					
	6,1	Percentage of your projected annual procurement spend from businesses with an annual turnover of less than R35 million [QSEs]				
	6,2	Percentage of your projected annual procurement spend from businesses with an annual turnover of less than R5 million [EMEs]				
	6,3	Percentage of your projected annual procurement spend from start-up enterprises				
7	Rural integration and regional development <i>The Service Provider's planned use of regional labour and its contribution to the Government's WIP objectives and results in supply chain initiatives. Commitment to rural development will result in poverty alleviation, thereby contributing to national development objectives. This development must be sustainable in order to have a long term and meaningful impact.</i>					
	7,1	Rand value spent on businesses within the town/city of operation				
	7,2	Rand value of other initiatives [to be further detailed in your SD Bid Document]				
<p>ESTIMATED TOTAL CONTRACT / BID VALUE (RANDS) EXCLUDING VAT : <input type="text"/></p> <p>ESTIMATED RAND VALUE TOTAL OF SUPPLIER DEVELOPMENT COMMITMENT, EXCLUDING VAT : <input type="text"/> R 0,00</p> <p>SUPPLIER DEVELOPMENT COMMITMENT EXPRESSED AS A PERCENTAGE OF ESTIMATED CONTRACT VALUE : <input type="text"/> %</p>						

Name of Entity _____ (Company Stamp)

Name and Surname _____ (Person with Delegation of Authority)

Designation _____

Signature _____ **Date** _____