

Transnet Freight Rail an Operating Division of TRANSNET LIMITED (Registration No. 1990/000900/06)

REQUEST FOR PROPOSAL ("RFP")

RFP NUMBER CRAC/JHB/6288

SUPPLY OF FEMALES DENIM SKIRTS FOR A PERIOD OF TWO (2) YEARS

ISSUE DATE : 03 MAY 2010

CLOSING DATE : 18 MAY 2010

CLOSING TIME : 10h00

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

Respondent's Signature 1 Date and Company Stamp



RFP NUMBER CRAC/JHB/6288

SUPPLY OF FEMALES DENIM SKIRTS FOR A PERIOD OF TWO (2) YEARS

SCHEDULE OF DOCUMENTS

Section

- 1. Notice to Bidders
- 2. Background, Overview and Scope of Requirements
- 3. Proposal Form
- 4. Resolution of Board of Directors (Respondent's Representative)
- 5. Certificate of Acquaintance with RFR Documents
- 6. Pricing and Delivery Schedule
- 7. General Tender Conditions (CSS5 Goods)
- 8. Standard Terms and Conditions of Contract (US7 Goods)
- 9. Specifications
- 10. Supplier Declaration Form
- 11. Suppliers Code of Conduct



RFP NUMBER CRAC/JHB/6288

SUPPLY OF FEMALES DENIM SKIRTS FOR A PERIOD OF TWO (2) YEARS

NOTICE TO BIDDERS

1. Proposals are requested from interested persons, companies, close corporations or enterprises (hereinafter referred to as the "Respondent(s)") to supply the above-mentioned requirement to Transnet.

On or after 03 MAY 2010 the RFP documents may be inspected at, and are obtainable from the office of TRANSNET TENDER ADVICE CENTRE, GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG.

A non-refundable tender fee of R100.00 (Inclusive of VAT) is applicable per tender. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203/58598, Branch code 004805. The deposit slip must reflect RFP: CRAC/JHB/6288 and the Company Name. Receipt/s to be presented prior to collection of the tender/s

NOTE: For specific queries before the closing of the RFP, the following Transnet employee(s) may be contacted by e-mail only

Name : Willem Maritz

Division : Supply Chain Services

: willem.maritz@transnet.net E-mail

OR

Name : Sarah Assegaai

Division : Supply Chain Services

: sarah.assegaai@transnet.net E-mail

Respondent's Signature 3 Date and Company Stamp



3. Proposals <u>in duplicate</u> must reach the Secretary, Transnet Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFP No : CRAC/JHB/6288

Description : SUPPLY OF FEMALES DENIM SKIRTS

Closing date and time : 18 MAY 2010 at 10h00 Closing address (refer options paragraph 4 below)

4. DELIVERY INSTRUCTIONS FOR THIS RFP

- 4.1 <u>If posted,</u> the envelope must be addressed to the Secretary Transnet Acquisition Council, P.O. Box 4244, JOHANNESBURG 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFP. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 <u>If delivered by hand</u>, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, INYANDA HOUSE, 21 WELLINGTON STREET, PARKTOWN, JOHANNESBURG, and should be addressed as follows:

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG

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

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

4.3 <u>If dispatched by courier</u>, the envelope must be addressed as follows and delivered to the Office of The Secretary, Transnet Acquisition Council and a signature obtained from that Office.

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
TABLE 1/110
GROUND FLOOR
INYANDA HOUSE
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG

Respondent's Signature	Δ	Date and Company Stamp



- **5.** Please note that this RFP closes punctually at 10:00 on Tuesday 18 MAY 2010.
- **6.** If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
- 7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
- **8.** The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- **9.** 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 location of the Respondents will, however, be divulged to other Respondents upon request.
- **10.** Envelopes must not contain documents relating to any RFP other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
- 11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

12. BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programmed 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 local business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their RFP responses. Transnet will accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act, 5 of 2000 (as amended), to companies who provide a BBBEE Accreditation Certificate. All procurement and disposal transactions in excess of R30 000 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this threshold will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

Consequently, when Transnet invites prospective suppliers to submit Proposals for its goods and services, it urges Respondents (Large Enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies available who do their BBBEE ratings in accordance with the latest Codes (i.e. those promulgated on 9 February 2007).

Although no agencies have, as yet, been accredited by SANAS (South African National Accreditation System), Transnet will, in the interim, accept rating certificates of Respondents who have been verified by agencies who do their BBBEE ratings in accordance with the latest Codes as promulgated on 9 February 2007. This will be an interim arrangement only until such time as the SANAS List has been approved by the DTI. (Certificates are valid for a period of one year only).

Respondent's Signature	5	Date and Company Stamp



- 12.1 Enterprises will be rated by such agency based on the following:
 - (a) <u>Large Enterprises (i.e. annual turnover >R35 million):</u>
 - Rating level based on all seven elements of the BBBEE scorecard
 - (b) Qualifying Small Enterprises QSE (i.e annual turnover >R5 million but <R35 million):
 - Rating based on any four of the elements of the BBBEE scorecard
 - (c) <u>Exempted Micro Enterprises EME (i.e. annual turnover <R5 million):</u>
 - EMEs are exempted from BBBEE accreditation
 - Automatic rating of Level 4 BBBEE irrespective of race of ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
 - EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%
- 12.2 In addition to the above, Respondents who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their RFPs the percentage, of the total contract value that will be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or sub-contractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate / adjudicate all RFPs received on a fair basis.
- 12.3 Respondents will be required to furnish proof of the above to Transnet. (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for BBBEE.

Turnover: Kindly indicate your company's annual turnover for the past year R......

- If annual turnover <R5m, please attach audited financials.
- If annual turnover >R5m please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto.

13. COMMUNICATION

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFP to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFP, communicate with the Secretary of the Transnet Acquisition Council, at telephone number 011 544 9577 or fax no. 011 774 9760 on any matter relating to its RFP response.

Respondent's Signature	6	Date and Company Stamp



14. RFP SCHEDULE

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

15. INSTRUCTIONS FOR COMPLETING THE RFP

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- (ii) Both sets of documents to be submitted to the address specified above
- (iii) The following returnable documents must accompany all Proposals:
 - Respondent's latest audited financial statements;
 - Respondent's valid Tax Clearance Certificate.

16. COMPLIANCE

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

17. ADDITIONAL NOTES:

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

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

FAULUDE TO ODOEDW	E ANY OF THE AFOREMENTIO	NED DECUIDEMENTS
FAILURE TO OBSERVI	E ANY OF THE AFOREMENTIO	NED REQUIREMENTS
MAY RESULT IN A P	ROPOSAL BEING REJECTED	/ NON RESPONSIVE
Respondent's Signature	7	Date and Company Stamp



Date and Company Stamp

18. 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 a Proposal in response to it. In particular, please note that Transnet reserves the right to:

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

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

19. LEGAL REVIEW

Respondent's Signature

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

Respondents to complete this section.	
NAME OF RESPONDENT	
Respondent's contact person:	Name
	Designation
	Telephone
	Cell Phone
	Facsimile
	Email

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Transnet urges its clients, suppliers and the general public to report any fraud or corruption on the part of Transnet's employees to

TIP-OFFS ANONYMOUS: 0800 003 056





RFP NUMBER CRAC/JHB/6288

SUPPLY OF FEMALES DENIM SKIRTS FOR A PERIOD OF TWO (2) YEARS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. EXECUTIVE OVERVIEW

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

- Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).
- Transnet must receive proactive improvements from the Supplier with respect to supply of Goods and related processes.
- Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- Transnet must reduce costs by streamlining its acquisition of Goods, including managed service processes on a Group basis.
- It may ensure that various operating divisions of Transnet place contracts in respect of their own needs against this tender. However, this decision rests solely with each operating division and tenderers must not assume that this will be the case. i.e. The successful Tenderer will not be able to demand that contracts are placed by all Operation Divisions.

2. SCOPE OF REQUIREMENTS

SUPPLY OF FEMALES DENIM SKIRTS

3. GENERAL INFORMATION

It is required that all Transnet operating divisions will be included in the scope of this Proposal.

The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFP.

Respondent's Signature	10	Date and Company Stamp



4. AS AND WHEN CONTRACTS

Purchase orders will be placed on the successful Respondents from time to time as and when supplies are required.

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.

The Respondents must indicate hereunder the combined manufacturing and delivery lead time for delivery of the Goods /products/material to end destination in the Republic of South Africa, calculated as from the 7th (seventh) day after the date of the relevant purchase order:

RFP ITEM NUMBER	MANUFACTURING & DELIVERY LEAD	NME
1. 2.	 (weeks/months) (weeks/months)	,

- (i) 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.
- (ii) 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 with the Supplier being held liable for all expenses incurred, eg. railage charges, handling charges, etc., both ways.

If the delivery period(s) offered by the Respondents is/are subject to a maximum monthly production capacity, full particulars must be indicated hereunder:

RFP ITEM	MAXIMUM MONTHLY
NUMBER	PRODUCTION CAPACITY
21	
	(weeks/months)
2	. (weeks/months)

(If there is insufficient space above to accommodate all the items concerned, a separate statement containing the details must be submitted).

espondents must state hereunder the annual holiday closedown period and whether this period has included in the delivery lead time offered

Respondent's Signature	11	Date and Company Stamp



The Respondent is to for	urnish the following int	formation:		
	ls occupied in stockta	aking or in effectir		during non-working days t or in overhaul of plant
PENALTY FOR DELAY	YS IN DELIVERY		7/	
(the "Supplier") shall er a contract between the and Drawings) of this Permission for the eng- the course of a contra- comply with the spec-	ract ("Delivery Schopercent of the actual of delay. Any amout prejudice to any out prejudice to any out many monies in the SAFETY REGULATOR National Railway Sansure that the Goods to parties, comply fully was parties, comply fully was against the subject to price of a subcontict, shall be subject to price of railway safety and Transnet access, or	edule"), the Clie al amount due if ount recoverable other legal remed the hands of the DR ACT fety Regulator Act to be supplied to T with the specification by adhere to railway a review of the or requirements and during the term of	ent shall have the respect of the contract, to respect of the contract, to respect of the contract, to respect to the contract, the contract to the contract t	deliverable delayed for e Provider in terms of the Client, be deducted ayment to the Service e successful Respondent e terms and conditions of Section 9 (Specifications nents and/or regulations., both initially and during oposed subcontractor to The Supplier and/or its eview any safety-related
Accepted:				
YES		NO		
SERVICE LEVELS				, ,
				's sourcing/procurement department/locations).
Respondent's Signature		12		Date and Company Stamp

5.

6.

7.



Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

- Transnet will have quarterly reviews with the Supplier's account representative on an ongoing basis.
- 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.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly sales payable in the next quarter:
 - Pick perfect rate/quantity/specifications
 - On-time delivery
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Supplier will pay all costs for returns (shipping, restocking, etc.) as long as materials are in resalable condition. Time limitation on returns will be 14 (fourteen) working days from date of delivery unless the product needs to be shipped back to original manufacturer either for repair or replacement, and then another future reasonable date shall be determined.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty giving 30 (thirty) days' notice to the Supplier.

Accepted:

F.		•
YES	NO	

8. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

Respondents shall indicate whether they are committed to participate in the continuous improvement initiatives of Transnet to reduce the overall cost of transportation within South Africa during the duration of the contract.

Accepted

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

If "yes", please specify.

Respondents must briefly describe their commitment to the 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.

Respondent's Signature	13	Date and Company Stamp



Date and Company Stamp

_	Diek
9.	RISK
	Respondents must elaborate on the control measures put in place by their company, which mitigate the
	Respondents must elaborate on the control measures but in place by their company, which mitigate the
	risk to Transnet, pertaining to potential non-performance by a Supplier in relation to -
	(i) quality and anaification of Cooks delivered:
	(i) quality and specification of Goods delivered:
	(ii) continuity of supply (refer clause 10.1(c) of Form US7):
	(ii) continuity of stappy toler clause 10.1(c) of 1 cm 201).

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Respondent's Signature



Date and Company Stamp

	(iii) compliance with the Occupation	nal Health and Safety Act, 85 of	1993 (refer clause 7.1(f) of Form US7)
	(iv) compliance with the National R	ailway Safety Regulator Act. 16	of 2002 (refer clause 12 above)
10.	REFERENCES	04	
	Please indicate below the company contact to seek third party evaluation	y names and contact details of e ons of your current service level:	existing customers whom Transnet may s:
	Name of Company	Contact Person	Telephone number
		<u> </u>	
11.	DISQUALIFICATION		
RE	IN TERMS OF SECTION 9: CL QUERMENT WILL LEAD TO AUTO	LAUSES 1(a) TO 1(e): FAILUR DMATICALLY DISQUALIFICAT	

15

Respondent's Signature



12. VALUATION CRITERIA

The following criteria will need in terms of evaluation of this tender but will not be united to the criteria

- TECHNICAL:
- Due diligence
- Production capacity
- Capability Report (Actual manufacturer)

BBBEE:

- Compliance to basic condition of Employment.
- BBBEE status of company Level _____

COMMERCIAL:

 Pricing - Whilst not the sole factor for consideration, competitive pricing and overall level of discounts will be critical in indicating how much you value Transnet's business



RFP NUMBER CRAC/JHB/6288

SUPPLY OF FEMALES DENIM SKIRTS FOR A PERIOD OF TWO (2) YEARS

PROPOSAL FORM

I/We		4
-	(name of company, close corporation or p	partnership)
of (full address)		
carrying on business under style or	title of (trading as)	·····
represented by		
in my capacity as		-
being duly authorised thereto by a	Resolution of the Board of Directors or Me	embers or Certificate of Partners, as the
case may be, dated	a certified copy of	which is annexed hereto, hereby offer to
supply the above-mentioned Good	at the prices quoted in the schedule of	prices in accordance with the terms set
forth in the accompanying le	etter(s) reference	and dated
(if an	y) and the documents listed in the accompa	anying schedule of RFP documents.
I/We agree to be bound by those of	conditions in Transnet's:	
(i) Standard Terms a	and Conditions of Contract, Form No. US7	7 - Goods;
(ii) General Tender C	Conditions, Form CSS5 – Goods; and	
(iii) any other standar form; and;-	rd or special conditions mentioned and/or	embodied in the Request for Proposal
acceptance, this Proposal (and, if a	et should otherwise decide and so infor any, its covering letter and any subsequent f shall constitute a binding contract betweer	exchange of correspondence), together
Respondent's Signature	- 17	Date and Company Stamp



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

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

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

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFP. The domicillium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to the contract.

the contract.	to action their behall in all matters relating to
Respondent to indicate domicillium citandi et executandi hereunder:	·
	
NOTIFICATION OF AWARD OF REP	
As soon as possible after approval to award the contract/s, the sucinformed of the acceptance of its Proposal. Unsuccessful Responder the successful Supplier and the reason as to why their Proposals has category of price, delivery period, quality, BBBEE status or for any other	nts will be advised in writing of the name of ave been unsuccessful, for example, in the
VALIDITY PERIOD	
Transnet desires a validity period of 4 (four) months (from closing date Respondents may offer an earlier validity period, but that their Prop Should Respondents be unable to comply with this validity period, a hereunder:	osals may be disregarded for that reason.
This RFP is valid until (State alter	rnative validity period/date).
Respondent's Signature 18	Date and Company Stamp



TAX (VAT) REGISTRATION NUMBER

., ,,	VAI) REGIOTRATION NOMBER		
The Re	espondent must state hereunder the t	tax registration number which is applicabl	e to Value-Added Tax:
TAX C	CLEARANCE CERTIFICATE		
Respo	ndents are required to forward a valid	I copy of their company's Tax Clearance	Certificate with their Proposal.
		e:	<u> </u>
BANK	ING DETAILS		
	BANK:		
	BRANCH NAME / CODE:		4
	ACCOUNT HOLDER:	()`
	ACCOUNT NUMBER:		
	• •	ES OF DIRECTOR(S) OF MEMBER(S	•
The R	despondent must disclose hereur any or close corporation (C.C.) on	nder the full name(s) and address(s) whose behalf the RFP is submitted.	of the director(s) or members of the
(i)	Registration number of compar	ny / C.C	
(ii)	Registered name of company /	C.C.	
(iii)	Full name(s) of director/member	er(s) Address/Addresses	ID Number/s
		3	
Ì			
	Respondent's Signature	19	Date and Company Stamp



REGISTRATION CERTIFICATE

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

NAME AND ADDRESS OF ACCREDITED AGENT

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

Name	
Address	
	<i>N</i> .
CONFIDENTIALITY	, O'
Should the need however arise to divulge any	act, both during and after completion, is to be treated with strict confidence. Information gleaned from provision of the Goods, which is either directly or approval to divulge such information will have to be obtained from Transnet.
DISCLOSURE OF PRICES TENDERED	
Respondents must indicate here whether Trans	snet may disclose their tendered prices and conditions to other Respondents:
YES	NO
DECLARATION	•
Respondents to declare hereunder whether any directors / partners / shareholders (unlisted comp Transnet Group:	family and/or direct relationship exists between any of the owners / members / panies) of the responding company and any employee or board member of the
YES	NO
•	
If YES, please indicate below:	
FULL NAME OF OWNER/MEMBER/DIRECTOR/ PARTNER/SHAREHOLDER	ADDRESS
_	
Respondent's Signature	20 Date and Company Stamp



Indicate nature of relationship (if any):	
	-

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

PRICE REVIEW

Transnet will be benchmarking this price offering(s) against the lowest price received as per the benchmarking exercise. If the Respondent's price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 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

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

Notice to Bidders – Section 1	1
Background overview – Section 2	1
Proposal Form – Section 3	V
Resolution of Board of Directors (Respondent's Representative) – Section 4	V
Certificate of Acquaintance with RFP Documents – Section 5	V
Description, estimated quantity & Pricing Section 6	
Audited Financials for previous year	V
Valid Tax Clearance Certificate	V
VAT Registration Certificate	
BBBEE Accreditation Certificate	V
Transnet Supplier Declaration/Application	V
Capability report (SANAS accredited or recognized)	V

NOTE: Sections 1, 2, 3, 4, 5, and 6 as indicated in the footer of each page, must be signed and dated by the Respondent.

Respondent's Signature	21	Date and Company Stamp



By signing the 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 Limited will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at	on this	day of	2010.
SIGNATURE OF WITNESSES:		ADDRESS OF WITNESSES:	
		W.	
1	1	0,	
	R		
2			
SIGNATURE OF RESPONDENT'S AUTHORISED REF	PRESENTATIVE:		
PRIEVIE			
	NAME 		
· ·	DESIGNATION		
Respondent's Signature	22	Date and Company S	tamp



RFP NUMBER CRAC/JHB/6288 SUPPLY OF FEMALES DENIM SKIRTS

FOR A PERIOD OF TWO (2) YEARS

SIGNING POWER: RESOLUTION OF BOARD OF DIRECTORS

NAME OF COMPANY:			
It was resolved at a meeting of the Boa	rd 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 comple	te any
documents relating to Tenders, Propos	als and/or Contracts for the su	pply of Goods.	
FULL NAME			
		SIGNATURE CHAIRMAN	
FULL NAME			
		SIGNATURE SECRETARY	
Danas da da Cista da un	22	Data and Comment Office	
Respondent's Signature	23	Date and Company Stan	ıμ



RFP NUMBER CRAC/JHB/6288 SUPPLY OF FEMALES DENIM SKIRTS FOR A PERIOD OF TWO (2) YEARS

CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF COMPANY:				
		70		
l/We			do	
hereby certify that I/we acquainted myse	elf/ourselves with all the doc	umentation co	omprising this RFP and all co	nditions
contained therein, as laid down by Tra				
which I/we submitted my/our response.	CN			
I/We furthermore agree that Transne	et Limited shall recognise	no claim fr	om me/us for relief based	on an
allegation that I/we overlooked any R				
calculating my/our offered prices or oth	erwise.			
SK.				
SIGNED at	on this da	ay of	2010	
WITNESS:				
		SIGNATURE	OF RESPONDENT	
Respondent's Signature	24		Date and Company Star	 mn



RFP NUMBER CRAC/JHB/6288

SUPPLY OF FEMALES DENIM SKIRTS FOR A PERIOD OF TWO (2) YEARS

Description, estimated quantity & Pricing

Item number	Size (WAIST)	Quantity	Price / each
035158943	26	5	
035158955	28	6	
035158967	30	4 5	
035158979	32	5	
035158980	34	5	
035158992	36	5	
035159002	38	5	
035159014	40	5	
035159026	42	10	
035159038	44	5	
035159051	46	5	
035159063	48	5	
035159075	50	5	
035159087	52	5	
035159099	54	5	
035159103	56	5	
035159115	58	5	
035159127	60	5	
035159139	62	5	
035159140	64	5	



RFP NUMBER CRAC/JHB/6288

SUPPLY OF FEMALES DENIM SKIRTS FOR A PERIOD OF TWO (2) YEARS

GENERAL TENDER CONDITIONS - GOODS

Refer Form CSS5 attached hereto



RFP NUMBER CRAC/JHB/6288

SUPPLY OF FEMALES DENIM SKIRTS FOR A PERIOD OF TWO (2) YEARS

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE SUPPLY OF GOODS TO TRANSNET

Refer Form US7 attached hereto.

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

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

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

Respondent's Signature	27	Date and Company Stamp



RFP NUMBER CRAC/JHB/6288

SUPPLY OF FEMALES DENIM SKIRTS FOR A PERIOD OF TWO (2) YEARS

SPECIFICATIONS

Bidders are to note that the latest available specifications are as follows:

CSS286.21 G155 ISSUED: JUNE 2009

Skirt Womens (Denim A-Line)

Reference item no. 35/158931 TRANSNET

Colour: Pre-washed Indigo blue denim 390 g/m² (11 ounce) 3/1 Z Twill

1. SCOPE

This specification covers the materials and make of denim skirt intended for personnel employed by Transnet.

NOTES:

- 1. The following requirements will be specified in tender invitations and in each order or contract:
- a) The outer material, if other than as specified (see 4.1)
- b) The item(s) required (see 4.3)
- c) The size designation (s) required (see 4.4)
- 2.) Special conditions of tender (which cover the conditions of acceptance of the garments are given

Annex A.

in

2. NORMATIVE REFERENCES

The following standards contain provisions which, through reference in this text, constitute provisions

of this specification. All the standards are subject to revision and, since any reference to a standard is

deemed to be a reference to the latest edition of a standard, parties to agreements based on this

Respondent's Signature	28	Date and Company Stamp



specification are encourage to take steps to ensure the use of the most recent editions of the standards

indicated below. Information on currently valid national and international standards may be obtained

from the South African Bureau of Standards.

CSS 286.21, Clothing -- LAB/1: Labelling -- PAC/1: Packing and marking.

SANS 79, Textiles – Mass per unit area of conditioned fabrics

SANS 105-BO2, Tests for colour fastness – Part Bo2: Colour fastness to artificial light: Xenon artificial lamp test.

SANS 1309, Printed labels for textiles.
SANS 1360-1, Size designation of clothes -- Part 1: Women's and girls outerwear garments.

SANS 1362, Sewing threads

SANS 1822, Slide (zip) fasteners.

SANS 5278 Sewing stitches per unit length

SANS 7211-2, Textiles-Woven fabrics - Construction Method of analysis Part 2: Determination of number

of threads per unit area.

SANS 10076-6, The assessment of defects in textile piece-goods and made-up articles-Part 6: Defects in woven

Filament piece-goods (synthetics)

SANS 10076 - 7. The assessment of defects in fexture piece-goods and made-up articles-Part 7: Defects

in household articles

SANS 13934 –1, Textiles-Tensile properties of fabrics. Part 1. Determination of maximum force and elongation at

maximum force using the strip method s Part 1

SANS 10101, Standard nomenclature for stitches, seams, and stitchings.

SANS 10188, Standard methods of garment measurements...

SANS 100004, Terms and definitions for textiles and textiles merchandise.

SANS 10011, Care-labelling of textiles piece goods, textiles articles and clothing.

SANS 1387 Woven cotton and similar apparel fabrics

Part X: Pocketing



3. **DEFINITIONS**

For the purposes of this specification the following definitions shall apply:

- **3.1 ACCEPTABLE**: Acceptable to the Executive Manager, Transnet.
- **3.2 NOMINAL** : Subject to the tolerances normal to good manufacturing practice.

4. **REQUIREMENTS**

4.1 MATERIALS

The outer material shall be 100% cotton denim fabric 390 g/m² (11 ounce) 3/1 Z Twill that complies with the requirements of for type DEN 41 of SABS 1387 Part VI and of a Indigo Blue colour Yarn sulphur dyed and natural yarn. The material shall be supplied and used by the manufacturer

4.1.1. GENERAL

The materials specified in 4.1.2 to 4.1.6 (inclusive), all of a colour that is an acceptable match to the outer material, shall be supplied and used by the manufacturer,

4.1.2 POCKETING

The pocketing shall be of the same colour and material as the jeans (self material)

4.1.3 WAISTBAND LINING

The waistband lining shall be of the same colour and material as the jeans (self material)

4.1.4 SLIDE FASTENERS

Metallic (gilding type) ass one-way closed-end slide fasteners that complies with the requirements of performance class B or C slide fasteners of SANS 1822. The slider & puller shall be a locking type

4.1.5 BUTTON

a) Four-hole dope dyed plastic button that is a close match to the outer material of nominal diameter of 14 mm



4.1.6 THREADS

Threads shall comply with the relevant requirements of SANS 1362, and shall be as follows:

- 1) Needle, bobbin and looper threads shall have a breaking strength of at least 12 N Colour used is an acceptable match.
- 2) Overlocking threads shall have a breaking strength of at least 8 N. Colour used is an acceptable match.

4.2 WORKMANSHIP

The garments shall be cut and made with first-class workmanship throughout and shall be free from defects that effect their appearance or may affect their serviceability (or both), and from marks, spots and stains incurred in the making-up. All seams shall be smooth and all stitching shall be uniform. Seams and stitching shall be free from twists, pleats and puckers and shall be extensible enough to obviate seam cracking and undue shrinkage in use. All seams shall be saddle stitched in bronze colour thread. All ends of sewing that are not secured in the seams or in other sewing shall be adequately bar-tacked. All ends of sewing shall have been trimmed and loose threads removed. The garment shall be of uniform and acceptable make, colour and finish, and the matching of the shades of the component parts of a garment shall be such as to be acceptable.

4.3 STYLE

The denim skirt (see figure 1) shalf have a plain waistband, with belt loops, two front half-round pockets and centre-back slide-fastener.

4.4 SIZES

The Denim skirt shall be supplied in one (or more) of the size designations given in table 1, as specified in the order or contract.

a) When required, the Denim skirts shall be made to special measurements, furnished by Transnet.



^{*}Sealed samples are held by, and may be viewed at, the Transnet Freight rail Clothing division.

Size chart

1	2	3		1
1	2	=		4
Size	Nominal finished	garment measure	ments, cm	
designation	Waist	Hip	Hem A-LINE	Length
(inch) / (cm)			(Circumference)	
26 / 66	50	82	115	73
28 / 71	55	87	120	73
30 / 76	60	92	125	73
32 / 81	65	97	130	73
34 / 87	70	102	135	73
36 / 92	75	107	140	73
38 / 97	80	112	145	73
40 / 102	85	117	150	75
42 / 107	90	122	155	75
44 / 112	95	127	160	75
46 / 117	100	132	165	75
48 / 122	105	137	170	75
50 / 127	110	142	175	75
52 / 132	115	147	180	75
54 / 137	120	152	185	77
56 / 142	125	157	190	77
58 / 147	130	162	195	77
60 / 152	135	167	200	77
62 / 157	140	172	205	77
64 / 162	145	177	210	77
1) Based on the w	1) Based on the waist girth of the intended wearer in cm.			

4.5.2 Denim skirt (A-Line)

4.5.2.1 Front

The skirt shall have two front panels with half-round pockets.

4.5.2.2 Back

The back shall have two panels each with a waist dart of 16 cm. Centre-back seam shall have a slide fastener so inserted that the spiral is concealed equally by the left and right back panels. The vent shall be interlined with fusible interlining and shall be of finished length 30 cm, with an overlap (left panel over right panel) of finished width 50 mm. The top of stitching shows on the face side of the skirt.



4.5.2.3 Belt loops

Each waistband shall be equipped with four belt loops, one loop being positioned on top of each back waist dart,

And front pocket edge The belt loops shall be of folded outer material and shall have a finished width of 10 mm top-stitched 1 mm from the free edge. The loops shall be inserted in the waistband seam and turned in and bar-tacked at the top of the waistband. Belt loops to accommodate a 37 mm belt.

4.5.2.4 Waistband

The waistband shall be of folded outer material interlined with fusible interlining. Its finished width shall be 40 mm. The left topside shall have an extension of finished length 35 mm with a buttonhole, and the right side shall have one button. The waistband shall be topstitched all around, 1 mm from the free edge.

4.5.2.5 Hangers

A hanger of acceptable tape and has finished length 12 cm shall be firmly sewn in, with the waistband-to-skirt seam, at the slide seam.

4.5.3.6 Hem

The bottom hem shall be of finished depth 50 mm.

4.5.3.9 Buttonholes

There shall be one buttenhole of length 20 mm centred in the topside of the waistband extension, 10 mm from the free edge.

4.5.3.10 Button

On the underside of the waistband, there shall be one button (see 4.1.5) at a position that corresponds to that of the buttonhole.

4.5.3.11 Logo

The Transnet logo shall be embroidered in white and centred on the right hand back panel between the side seam and dart, 30 mm below waistband.

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The colour shall be an acceptable match to colour No 1C –95 "White of CKS 129 (See fig. I)

- **4.6** Stitched seams and stitching
- 4.6.1 General

All sewing shall be in accordance with the SABS 0101.

- **4.6.2** Stitches
- **4.6.2.1** Skirts

The stitches shall be as follows:

- a) blind stitching: stitch type 103;
- b) over locking: any of stitch types 502 to 505; and
- c) all other stitches: stitch type 301.
- a) knife pleats: seam type Sse-1;
- b) side fastener: seam type SSd-1;
- c) waistband: seam type BSr-3; and
- **4.6.3** Seams

Unless otherwise specified, seams shall be of width at least 10 mm; the seams shall be as follows:

4.6.4 Number of stitches

The number of stitches shall be as follows:

a) seams:
b) over locking:
c) blind stitching:
d) buttons:
e) buttonholes:
10 ± 4 per 10 cm;
32 ± 4 per 10 cm;
16 ± 1 per button;
12 ± 1 per cm; and
20 ± 2 per cm.

5. Labelling, packing and marking

5.1 Labelling

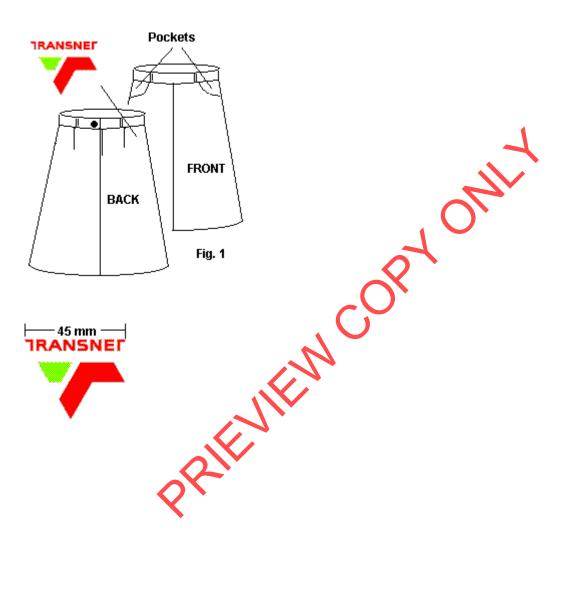
As specified in CSS 286,21 LAB/1.

5.2 Packing and marking

Date and Company Stamp



As specified in CSS 286,21 PAC/1.





Annex A

(Normative)

Special conditions of tender

- **A-1** Unless otherwise stated, the Executive Manager, (Transnet) (or an officer or organization deputed by him), shall be the inspecting authority.
- A-2 Three pre-production samples of skirts, shall have been inspected, tested and approved by the inspecting authority before bulk production is commenced, and these samples shall each be accompanied by a trim chart containing a sample of each component material (as given in 4.1.2 to 4.1.14). It shall be the duty of the manufacturer to give adequate notice to the inspecting authority of the availability of these samples.
- **A-3** The skirts shall be subject to inspection during the course of manufacture. The inspector shall, during normal working hours, be given all reasonable facilities for carrying out his duties and shall have the right of entry into the contractor's factory and the factory or works of any subcontractor where work on garments supplied to this specification may be in progress.
- **A-4** The contractor shall inspect the finished skirts for compliance with the specification before submitting them to the inspecting authority for final inspection.
- **A-5** Before acceptance, the skirts shall have been inspected and tested by the inspecting authority and found to comply with the requirements of the specification.

REVISION	REVISION HISTORY SHEET			
Document	Quality Assurance	?	Effective date	
Subject	ADMINISTRATION, PREPARATION, MAINTENANCE AND DISTRIBUTION			
Controllin	Controlling Officer: R. Steynberg			
Approving	Approving Officer: C.J.V. du Plooy			
Rev/No	Rev/No Date approved Nature of revision			



Samples can be viewed at Clothing Warehouse 762, corner Proserpine and Pomeroy Avenue, Langlaagte

PRE / POST COMPLIANCE REQUIREMENTS, TECHNICALITIES AND REMARKS:

1. CAPABILITY REPORT, :

- a. It is a condition of bid that a capability report (all pages) issued by an organization accredited or recognized by SANAS, which proves that the bidder / manufacturer is capable to manufacture the product(s) in accordance with the relevant specification(s), be submitted with the tender document.
- b. The capability report <u>must</u> refer to the specific item(s) tendered for. If the report does not refer to the specific item(s) the tender will automatically be disqualified.
- c. In the event of the bidder not being the actual manufacturer and will be sourcing the products from another company a valid capability report from the manufacturer who manufacturers the **product(s)** or the **fabric** must be submitted with the tender.

Failure to submit full detail of the fabric supplier(s) will result in your bid being disqualified.

Name of Company	Contact Person	Telephone number
	N. J.	

- d. The capability report must not be older than 12 months
- e. Failure to submit a capability report will result in your bid being disqualified

2. DOCUMENTATION OF UNDERTAKING

If you are a manufacture, but will be sourcing your products for example fabric, lining from another company, a letter from that company(ies) confirming supply arrangements including lead times in this regard, <u>must</u> accompany your bid. The letter must be addressed to the bidder.

The said letter must refer to the item description, specification.

3. CLOTH COMPLIANCE:

It will be expected that a batch release certificate of compliance to the requirements of <u>Table 1</u>_Knitted fabric requirements of specification CSS 286.21 G154 /February 2009 be submitted together with the pre-production samples. Record of compliance for verification purpose must be on hand at all times.

4. PRE-PRODUCTION SAMPLES:

It will be expected from the successful bidder	r (contractor) to submit 3	3 different sized pre-production samples	
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Date and Company Stamp

to the Senior Technical Advisor, Clothing Warehouse 762, corner Proserpine and Pomeroy Avenue, Langlaagte (Attention: Mr. Cor du Plooy, Tel (011) 309-7238).

The pre-production samples must be bear all the requirements according to the specification i.e. logo and labelling. It will be required that a full range be submitted after approval of the samples

5. SIZE RANGES:

Tenderers are requested to tender in accordance with Transnet Limited size ranges relevant to the specification.

6. PACKING, CARE-LABELLING AND MARKING:

The garments will require to be suitably and securely packed, labelled and marked in terms of the relevant clauses of specification CSS 286.21 PAC/1: March 2005 and CSS 286.21 LAB/1: May 2003.

7. INSPECTION:

The inspecting authority appointed by Transnet shall be given every reasonable facility for carrying the inspection called for in section 12, inspection, of Transnet 's Form US7 "Goods" conditions of Transnet tenders, contracts and orders.

8. NEGOTIATION:

Respondent's Signature

Transnet reserves the right to negotiate prices and commercial aspects after the closing date of the tender.
9. PRICE BASIS:
(1) The Tenderer must state hereunder whether the price(s) quoted, is/are firm for the currency of any resulting contract.
If "NO" for what period are you prepared to hold the price(s) firm.
(2) Tenderers are to note that tenders in which firm prices quoted for the duration of any resulting contract will receive precedence over prices which are subject to adjustment.
(3) If prices is/are subject to adjustment, such adjustment shall not be effective until accepted by Transnet Limited and in this connection the attention of the Tenderer is specially directed to clause 9(2) of the general conditions of Transnet tenders, contracts and orders from US7 (revised August 2008)



RFP NUMBER CRAC/JHB/6288

SUPPLY OF FEMALES DENIM SKIRTS
FOR A PERIOD OF TWO (2) YEARS

SUPPLIERS DECLARATION FORM



RFP NUMBER CRAC/JHB/6288

SUPPLY OF FEMALES DENIM SKIRTS FOR A PERIOD OF TWO (2) YEARS

SUPPLIERS CODE OF CONDUCT