



Transnet Corporate Centre

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP - GOODS]

FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSION AND MAINTENANCE OF A TRANSPORT/LOGISTICS CHAIN TRAINING SIMULATOR FOR THE MARITIME SCHOOL OF EXCELLENCE (MSOE) IN DURBAN

FOR A PERIOD OF 3 (THREE) YEARS WITH THE OPTION TO EXTEND FOR A FURTHER 1 (ONE) YEAR

RFP NUMBER GSM/15/06/1273

ISSUE DATE: 01 September 2015

CLOSING DATE: 22 September 2015

CLOSING TIME: 12:00

BID VALIDITY PERIOD: 120 Business Days from Closing Date

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SPECIMEN

RFP FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSION AND MAINTENANCE OF A TRANSPORT/LOGISTICS CHAIN TRAINING SIMULATOR FOR THE MARITIME SCHOOL OF EXCELLENCE (MSOE) FOR A PERIOD OF 3 (THREE) YEARS WITH THE OPTION TO EXTEND FOR A FURTHER 1 (ONE) YEAR

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	RFP FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSION AND MAINTENANCE OF A TRANSPORT/LOGISTICS CHAIN TRAINING SIMULATOR FOR THE MARITIME SCHOOL OF EXCELLENCE (MSOE) FOR A PERIOD OF 3 YEARS WITH THE OPTION TO EXTEND FOR A FURTHER 1 YEAR			
BID FEE AND BANKING DETAILS	This RFP will be issued free of charge			
INSPECT/COLLECT/DOWNLOAD DOCUMENTS FROM	<table border="0"> <tr> <td>Collection: Procurement Office, Portal Room 805 08th Floor The Carlton Centre 150 Commissioner Street Johannesburg</td> <td align="center">OR</td> <td>Download: National Treasury eTender Publication www.etenders.gov.za</td> </tr> </table>	Collection: Procurement Office, Portal Room 805 08 th Floor The Carlton Centre 150 Commissioner Street Johannesburg	OR	Download: National Treasury eTender Publication www.etenders.gov.za
Collection: Procurement Office, Portal Room 805 08 th Floor The Carlton Centre 150 Commissioner Street Johannesburg	OR	Download: National Treasury eTender Publication www.etenders.gov.za		
ISSUE DATE AND COLLECTION DATE DEADLINE	Collection date deadline is applicable to physical collection and will be between 09:00 and 15:00 from 01 September 2015 until 10 September 2015.			
EMAIL ADDRESS FOR COMMUNICATION	All bidders who intend to submit a response to this RFP must submit their contact details to Martie.Steyn@transnet.net on or before 10 September 2015. Clarifications (if any) will only be sent those bidders who submitted correct contact details.			
COMPULSORY/NON COMPULSORY BRIEFING SESSION	Yes - Compulsory Refer to paragraph 2 for details.			
CLOSING DATE	12:00 on Tuesday, 22 September 2015 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.			
VALIDITY PERIOD	120 Business Days from Closing Date (22 September 2015) Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.			

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

2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at Maritime School of Excellence (MSoE) Main Campus, 1 Airport Road, Reunion, Durban on 11 September 2015 at 10:00 for a period of ± 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 in the form set out in Section 9 hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.
- 2.2 Respondents failing to attend the compulsory 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 Acquisition Council	
RFP No:	GSM/15/06/1273
Description	RFP FOR SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSION AND MAINTENANCE OF A TRANSPORT/LOGISTICS CHAIN TRAINING SIMULATOR FOR THE MARITIME SCHOOL OF EXCELLENCE (MSOE) FOR A PERIOD OF 3 (THREE) YEARS WITH THE OPTION TO EXTEND FOR A FURTHER 1 YEAR
Closing date and time:	22 September 2015, 12:00 pm
Closing address	<i>[Refer to options in paragraph 4 below]</i>

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 the main entrance of the Office Block, Carlton Centre, 150 Commissioner Street, Johannesburg, and must be addressed as follows:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
CARLTON CENTRE
TENDER BOX
OFFICE BLOCK FOYER
150 COMMISSIONER STREET
JOHANNESBURG 2001

- a) The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 0 above.
- b) It should also be noted that the above tender box is located at the street level outside the main entrance in Commissioner Street and is accessible to the public 24 hours a day, 7 days a week.

4.2 **Dispatch by courier**

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

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
48TH FLOOR
CARLTON CENTRE
OFFICE BLOCK
150 COMMISSIONER STREET
JOHANNESBURG

- 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. 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.
- 4.6 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

As described in more detail in the attached B-BBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

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.

Respondents are required to complete Section 8 [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.

5.1 **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 8 [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/Consortium 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 **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 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 8 of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

5.3 **B-BBEE Improvement Plan**

Transnet encourages its Suppliers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of ***Annexure D*** appended hereto. [*Refer to Section 12 and Annexure D for further instructions*]

5.4 **Supplier Development Initiatives**

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development which has resulted in 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.

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.

As a prequalification criterion to participate in this bid, Respondents are required to provide a commitment that the monetary value of all SD initiatives to be undertaken by them will not be less than the percentages expressed below of the total contract value. The classifications are as follows:

Company B-BBEE Classification	Minimum SD commitment	Selection
Exempted Micro Enterprise (EME)	15% (fifteen percent)	
Qualifying Small Enterprise (QSE)	20% (twenty percent)	
Large Enterprise (LE)	30% (thirty percent)	

Respondents are required to select one of the options above in accordance with their B-BBEE classification.

Supplier Development Initiatives as outlined in the Supplier Development Value Summary will be focusing on:

- Transfer of Technology & Intellectual Property Rights
- Skills development
- Job Creation
- Job Preservation
- Small business promotion

*All Respondents must refer to Section 10 for instructions and complete Section 11 [**Declaration of Supplier Development Commitments**] as this is a mandatory returnable document. In addition, Respondents are required to submit a SD Value Summary, **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 [Martie Steyn – Martie.Steyn@transnet.net] before **12:00 on 15 September 2015**, substantially in the form set out in Section 7 hereto. In the interest of fairness and transparency Transnet’s response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 6.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 011 308 3528/3522, email TAC.SECRETARIAT@transnet.net or facsimile number 011 308 3967 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 may 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 CONFIDENTIALITY

7.1 All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. 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.

8 INSTRUCTIONS FOR COMPLETING THE RFP

- 8.1 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 8.2 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. This second set must be a copy of the original signed Proposal.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFP albeit that it was included in the other.
- 8.4 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.
- 8.5 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**
- 8.6 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.
- 8.7 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [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.

9 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.

10 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:

- 10.1 modify the RFP's Goods and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 not necessarily accept the lowest priced Proposal or an alternative bid;
- 10.5 reject all Proposals, if it so decides;
- 10.6 withdraw the RFP on good cause shown;
- 10.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.8 award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFP;

10.9 split the award of the contract between more than one Supplier, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;

10.10 make no award of a contract;

10.11 should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

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.

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

Transnet reserves the right to lower the threshold for Technical from 80% [eighty percent] to 70% [seventy percent] should no Bidder pass the predetermined minimum threshold in respect of Technical.

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

11 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**

**RFP FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSION AND MAINTENANCE OF
A TRANSPORT/LOGISTICS CHAIN TRAINING SIMULATOR FOR THE MARITIME SCHOOL OF
EXCELLENCE (MSOE)
FOR A PERIOD OF 3 (THREE) YEARS WITH THE OPTION TO EXTEND FOR A FURTHER 1 (ONE) YEAR**

Section 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

The delivery of maritime skills is increasingly becoming a critical element in supporting the industry both locally and internationally. The newly established Maritime School of Excellence (MSoE) came about as the result of the merging of two schools, namely, the Transnet School of Port Operations and Transnet National Ports Authority's School of Ports. The establishment of the MSoE is an effort to better position and improve the current training infrastructure and to add other relevant technology and equipment in line with global best practices in human capital development. The review of the MSoE's training programmes and the needs of MSoE's internal customers (TPT and TNPA) indicated an imperative to continue with a sound balance between the theoretical components of training and the simulation aspects of training before the actual practical exposure is carried out. Whilst this is currently being done for some courses, it has become increasingly necessary to ensure that the simulator-based curriculum integration is achieved in order to produce well-rounded and qualified professionals who have been thoroughly exposed to all aspects of competency development.

Utilising Simulators is an integral part of training. It gives learners an opportunity to apply all the theoretical aspects (in context) before introduction to the more expensive operating equipment or before introduction to more complex workplaces which are not necessarily conducive for learning. Specific skills development and training needs on aspects of logistics/transport and port operation (both terminal and marine services) chain management were identified as a key priority for the transport sector in South Africa. These needs have been identified by various national stakeholders, including the Transport and Education Training Authority (TETA) and the Centre for Scientific and Industrial Research (CSIR).

The containerized freight market in South Africa can be divided into three categories:

- Import traffic: the management of containers that enter through a South African port with a domestic or over border destination;
- Export traffic: the management of containers leaving South Africa through our ports; and
- Domestic traffic: the management of containers transported within and over our borders.

Competent employees in the various Operating Divisions of Transnet are critical in order to drive future growth, enhanced accountability, governance and operational efficiency of the company's logistics chain. The establishment by TNPA of the national Operation Centres is exemplary of the intent of Transnet's vision to meet customer demand for reliable freight transport and handling through:

- fully integrating and maximizing the use of its unique set of assets;
- continuously driving cost efficiency; and
- demonstrating a concern for sustainability in all we do.

The Operation Centres mentioned above, will provide an oversight capability of the whole port management system's supply chain in minute detail to ensure:

- Port value chain integration;
- Port performance visibility;

- Driving efficiencies;
- Accountability of the supply chain members to the total supply chain objectives;
- Improve and maintain good customer service through communication; and
- One point of call for business information.

TNPA Operation Centre personnel and stakeholders such as Planners, Monitors, Analysts, Customer Relationship Management (CRM) representatives as well as Safety, Security and Environment representatives will have to be competent with a sound understanding/awareness of port operation/marine operation logistic chain.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for the supply, delivery, installation, testing, commissioning and maintenance of a Transport/Logistics Chain Training Simulator, it also seeks to improve its current processes for providing this unique training offering to its end user community throughout its locations.

The selected Supplier(s) will share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

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

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

3 SCOPE OF REQUIREMENTS AND DELIVERABLES

When the project for establishing the MSoE commenced, one of the deliverables was to ensure that training programmes are responsive to the requirements of the business, and industry as a whole. Training programmes which can make use of simulation-training aides were identified in the respective operating divisions i.e. TNPA and TPT. Furthermore, it was also expected that all simulators needed are prioritized to support the training delivery required. An inventory of existing simulators was done in line with what is required by the School's demand for continuous training delivery to produce the requisite skills. The Transport/Logistics Chain Simulator is among various key training aids that has been identified by MSoE.

This simulator is regarded as a complex training tool designed as a modular structure with easy-to-add functionalities. The simulator can be used in the development of various scenarios that can be specifically focused to suit the requirements of training of the enabling components of logistics in the complete transport supply chain. The objective is to provide training in every aspect of the logistic/transport chain activities, as a complete chain, and not only as a part of the chain. Training should improve the knowledge of individual roles in the chain, respectively, as well as awareness and understanding of the roles of other "role-players" as they impact on every other role.

In order to teach learners about the transport and logistics sector and to give them a real work-like-experience in the transport value chain for functions such as forwarders, shipbrokers, warehouse managers, logistic service providers, third party logistic providers, logistic managers and other functions in the transport chain. The Transport/Logistics Chain Simulator is more than helpful for any training in this regard. This provides for competence-based training from basic administrative functions on vocational level up to and including professional, high level education and applied research on supply chain scenarios for data and report analysis.

Concept/Specifications - Transport/Logistics Chain Simulator

The simulator will be used to provide training for various role players, respectively, within the transport/logistics environment, and therefore must provide for:

- a) Role-players with Static resources, such as (examples):
 - Port Authority
 - Stevedore
 - Warehouses
 - Cargo Handlers
 - Vessel Traffic Services
 - Berth Planners
- b) Role-players with Dynamic resources, such as (examples):
 - Truckers
 - Shipping Companies
 - Railway Companies
 - Lease companies
 - Airlines
 - Pilotage/Tug & Marine Services
- c) Role-players with Administrative tasks, such as (examples):
 - Vessel agents
 - Terminal Operators
 - Forwarders
 - Brokers
 - State Agencies
 - Cargo Owners
 - Customs
 - Shipping / Airline agents
 - Banks
 - Sellers

- Buyers
- Insurance Company
- Quality Control

A very important training component of the Transport/Logistics Chain Simulator is exposure to how to competently handle the interaction between the different role-players within the applicable logistics chain and the exchange of reliable (and/or generated) information in a very efficient way. Therefore several meetings/stakeholder engagements would typically be incorporated into chosen scenarios and exercises. These meetings must be recorded for purposes of debriefing after exercises. A meeting table with cameras and microphones should be provided for within the Simulator/Simulation environment/room.

Operational Document Flow as well as ancillary and associated activities such as Financial and Governance procedures between all the role-players in the chain are essential as far as functionality of the simulator is concerned. Therefore, the capability to generate a variety of reports and to "call up" standard company formats and documents is an essential component for the achievement of standardisation, alignment and effectively therefore, the achievement of the desired learning objectives.

Functionality of the simulator must allow to model large areas while zooming in on all areas that require a finer level of detail. Combine an event-based model with a more detailed time-sliced simulation that offers a best-of-both-worlds scenario, blending superior computational efficiency with precise representation of transportation dynamics.

- a) The **simulator features** must therefore include the following, but not limited to:
 - Definition of areas for simulation within a simulated network
 - Unified statistics collection
 - Dynamic traffic assignment based on cargo route choices
 - Traffic management
- b) **Consolidation of traffic** modelling in one multi-purpose, multi-layer simulation-suite with clear benefits:
 - Enabling the choice of the right tool for the right project rather than creating projects to fit the tools
 - Build extendable simulation models on a larger and larger scale using a single all-in-one package
 - Eliminate cumbersome and error prone manual interfacing between different software packages
 - Reduce administrative and maintenance costs and expertise turnover
- c) **The user-friendliness** of the system encapsulates the following, but not limited to:
 - Modelling, simulation and output analysis in a single environment
 - Intuitive, highly visual and controls/mouse-driven user interface
 - Three dimensional (3D) views
 - Easy-to-visualize graphic outputs
 - Undo-Redo, copy and paste (back-end functionality)
 - Table views for quick object searches
 - Comparison of different scenarios
 - External datasets (field measurements or other scenarios)
 - Automated repetitive tasks
- d) **Speed** – the ability, but not limited to:

- Simulate larger areas without leaving out problem zones
 - Test a greater number of scenarios in the time available, allowing for broader 'what if' analysis for a variety of traffic/lifting equipment/terminal/commercial port policy conditions, etc.
 - Deal with time-critical situations
- e) **Traffic assignment framework** to model network operations that may have an impact on route choice:
- Parking schedules
 - Cleaning schedules
 - Turning closures during peak
 - Reversible lanes
 - Dynamically reserved lanes
- f) **Integration** - must allow for (input) man-made scenarios such as, but not limited to:
- congestion/choke points
 - the effects of construction phasing and lane closures (allowing for 'what-if' analysis for a variety of traffic/lifting equipment/terminal/commercial port policy conditions)

The infrastructure and "intelligence" of the Simulator/Simulation environment should include:

- a) Server Room, inclusive of a database server, mail server, switch/router, and VOIP solution.
- b) A Control Desk/Instructor Station that holistically comprises oversight and complete control of the environment, inclusive of a **Module Builder** (maintaining basic data and reference tables), **Control Client** (managing the information flow and the behaviour of simulated role-players), **Client** (used by the role-players to respond to messages, gather information and communicate with other role-players, both real and simulated), an **Exercise Builder** (creating, updating, deleting scenarios), **Viewer** (displaying 2D map for movement of resources, displaying movies and pictures resulting in an Instructor Station able to monitor all learner activities.
- c) At least 12 and up to 16 workstations, each accommodating 2 learners, equipped with two computers, one printer, and one additional central-console/easily-visible LCD screen.
- d) Standard Operating Software that is required must assume consideration and incorporation of all hardware dependencies, which will be in line with the Transnet Group ICT strategy and supply chain processes.
- e) Simulator software must enable the functionalities described, required and inferred in this scoping document.
- f) The system should have a Backup Unit. Licenses for Backup and Disaster recovery and licenses for operability and functionality such as, (and for instance), Open File Option, SQL Server and MS Exchange will be in line with the Transnet Group ICT strategy and supply chain or risk processes.
- g) Back-ups will be required after each training activity and each scenario implementation. Each scenario may have to be stored in a separate database.
- h) Additional backups must be made of the mailbox of each role-player for debriefing, after the training exercises. Both the database and the mailboxes can be part of the backup procedure and all text messages must be retrievable and stored in separately generated word documents.

Important to note is that the purchasing/acquisition of any necessary software and licenses where required as well as the subsequent installation thereof, shall be guided by the Transnet Group ICT strategy and supply chain or risk processes.

Knowledge Migration

The Service Providers will be expected to fulfill the following:

- a) Deliver the simulator, in full working order.
- b) Installation of the simulator hardware.
- c) Installation of the software, including databases which must include an agreement for software updates over a clearly specified period and any applicable proprietary software licensing policies.
- d) Provide train-the-trainer courses to MSoE Training personnel.
- e) Provide training for the MSoE Simulator Training Manager, Simulator Facilitators and the MSoE Maintenance Specialist for in-house Capacity Building Technical training will be done on site. Step by step training will be given in the use of the modules, back-up and restore procedures, start-up and stop procedures, basic data input, converting functional design into technical design, creating scenarios in the simulator, running scenarios and availability to provide technical assistance during training of the above.
- f) Provide for Maintenance and a Warrantee Programme (Post-commissioning and Delivery System Support) with maintenance schedules, for a specific period and timeframe.
- g) Provide Knowledge Migration in respect of the Operational Framework, Scenario Development and Facilitator Guides for the Simulator.
- h) Propose how the overall engagement between the supplier and the client will be managed.
- i) Propose how local capacity will be incorporated into the delivery model of the supplier.
- j) Clearly indicate how knowledge migration will be tracked and monitored to ensure institutional capacity building of the client.
- k) The knowledge migration training plan must cover the following aspects related to the training of facilitators/instructors:
 - knowledge on how to plan and implement training facilitation
 - training facilitation principles and methodologies
 - implement facilitation using various methods
 - group management
 - presentation skills
 - information transfer skills
 - understanding of the Transport/Logistics Chain Simulator programmes
 - student brief on simulator exercises
 - create simulator exercises in order to achieve predetermined training objectives
 - guiding students through simulator exercises
 - debriefing students with the aid of the simulator to verify whether training goals and objectives have been met.

It is expected that the Simulator Platform/Turnkey solutions are compatible with Transnet Technology Platforms and Enterprise Resource Planning (ERP). Transnet utilizes Windows, NAVIS Terminal Operating System (TOS), General Comprehensive Operating System (GCOS) and SAP applications. It is expected that the equipment is compatible with Transnet Technology Platforms and Applications. We expect that the Service Provider will make sound/contextual value add propositions in terms of information, pertaining to the latest industry innovations.

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

- Functionality is included as a threshold with a prescribed percentage threshold of 80%.

*Respondents must complete and submit **Annexure E – Technical Submission for Functionality evaluation purposes.***

4 GREEN ECONOMY / CARBON FOOTPRINT

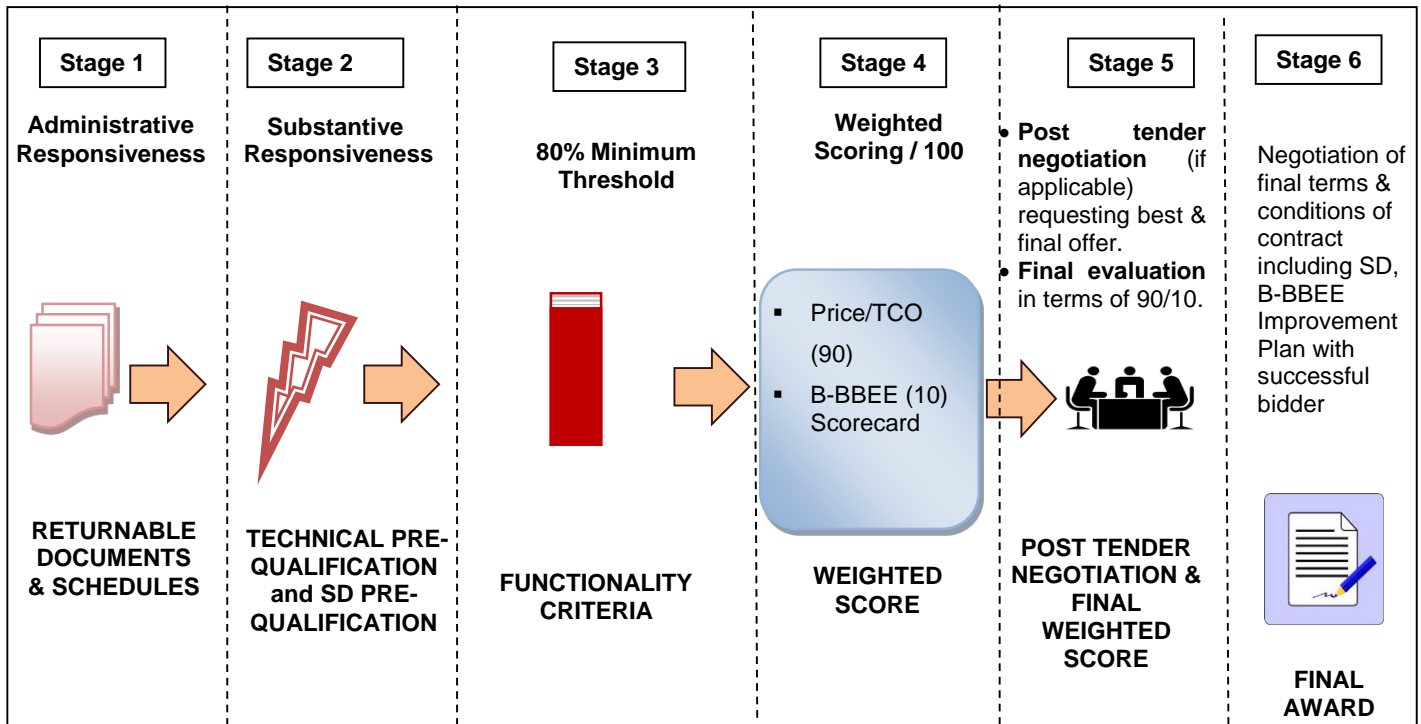
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

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 EVALUATION METHODOLOGY

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



6.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> 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</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

6.2 STAGE TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
1. Whether any general pre-qualification criteria set by Transnet, have been met	<i>Section 4 – validity period</i> <i>General Bid Conditions – RFP Appendix (ii)</i> <i>Sections 6</i>
2. Whether the Bid contains a priced offer	<i>Section 3</i>
3. Whether the Bid materially complies with the scope and/or specification given	<i>All Sections</i>
4. Whether the Bid contains a prequalification commitment that the monetary value of all SD initiatives to be undertaken by the Respondent will not be less than 15%(EME), 20%(QSE) or 30%(LE) of the contract value. Supplier Development initiatives identified for this procurement transaction are: a) Transfer of Technology & Intellectual Property Rights b) Skills development c) Job Creation d) Job Preservation e) Small business promotion	<i>Annexure B and Section 10</i>
5. Whether the Bid materially complies with the requirements of Annexure A (Technical prequalification criteria)	<i>Section 2 – Scope of Work and Annexure A</i>

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

6.3 STAGE THREE: Minimum Threshold of 80% for Technical Criteria and Functional Requirements

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

Technical Evaluation Criteria	% Weightings	Scoring Guideline
<p>1. Technical Capacity and Capability: Respondents must provide a detailed methodology and approach on how the required simulators will be provided to Transnet including the proposed maintenance and warranty programme. The methodology and approach must be aligned to the scope of requirements as detailed in "Section 2, paragraph 3".</p>	40%	<ol style="list-style-type: none"> 1. High level methodology and approach submitted with no detail provided. 2. Methodology and approach submitted with basic information provided for all the deliverables 3. Methodology and approach submitted with detailed information provided for all the deliverables 4. As per 3 above but in addition submitted a basic project plan with estimate timelines
<p>2. References – Company Track record: Respondents must provide their clients' signed and authenticated reference letters demonstrating relevant experience. The reference letter(s) should include the following details: a) Client name; b) Contact Number; c) Details of the project duration or number of years' experience in delivering similar services; and d) Description of work delivered as per the scope of contract.</p>	20%	<ol style="list-style-type: none"> 1. >2 years' experience in similar services demonstrated by client(s) signed and authenticated reference letter(s) 2. 3 to 5 years' experience in similar services demonstrated by client(s) signed and authenticated reference letter(s) 3. >5 to 7 years' experience in similar services demonstrated by client(s) signed and authenticated reference letter(s) 4. >7 years' experience in similar services demonstrated by client(s) signed and authenticated reference letter(s)
<p>3. Training and Knowledge Migration: Respondents must demonstrate how training and knowledge migration will be provided to internal stakeholders on the Transport/Logistics Chain Simulator usage. The knowledge migration training plan requirements are detailed in "Section 2, paragraph 3, Knowledge Migration k)"</p>	40%	<ol style="list-style-type: none"> 1. High level training and knowledge migration plan submitted with no detail provided 2. Proposed training and knowledge migration plan including project duration, with deliverables 3. Proposed training and knowledge migration plan including project duration with deliverables and milestones. 4. Proposed training and knowledge migration plan including project duration with deliverables and milestones (clear roadmap, clear phases and detailed deliverables per phase)
Total Weighting:	100%	
Minimum qualifying score required:	80%	

Transnet reserves the right to lower the threshold for Technical from 80% [eighty percent] to 70% [seventy percent] should no bidder pass the predetermined minimum threshold in respect of Technical.

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

STAGE FOUR: Evaluation and Final Weighted Scoringa) **Price and TCO Criteria** [Weighted score 90 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 3</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
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 8: B-BBEE Preference Points Claim Form.

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

Threshold	Minimum Percentage [%]
Technical / functionality	80

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	90
B-BBEE - Scorecard	10
TOTAL SCORE:	100

6.5 STAGE FIVE: Post Tender Negotiations (if applicable)

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

Negotiation sessions will be held after Stage 4, to extract the lowest price and highest SD commitment.

6.6 STAGE SIX: Final Contract Award

Transnet will negotiate the final terms and condition of the contract with the successful Respondent(s). This may include aspects such as Supplier Development, the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

IMPORTANT NOTICE TO RESPONDENTS

Transnet has appointed a Procurement Ombudsman to investigate any **material complaint** in respect of RFPs exceeding R5million [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.

RFP FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSION AND MAINTENANCE OF A TRANSPORT/LOGISTICS CHAIN TRAINING SIMULATOR FOR THE MARITIME SCHOOL OF EXCELLENCE (MSOE)

FOR A PERIOD OF 3 (THREE) YEARS WITH THE OPTION TO EXTEND FOR A FURTHER 1 (ONE) YEAR

CLOSING VENUE: Tender Box, Office Block Foyer or 48th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg

CLOSING DATE: 22 September 2015

CLOSING TIME: 12:00 pm

VALIDITY PERIOD: 120 business days from closing date (22 September 2015)

Section 3 : PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

Table 1: PRICING SCHEDULE FOR THE PURCHASE, DELIVERY AND INSTALLATION OF TRANSPORT/LOGISTICS CHAIN SIMULATOR

Item No	Simulator Description	Quantity	Price (Including delivery)	Price – Installation of Hardware	Price – Installation of Software	Total Cost
Sub Total (excluding VAT)						
Discount(s)						
Total Cost (excluding VAT)						

Table 2: PRICING SCHEDULE FOR TRAINING AND KNOWLEDGE MIGRATION

Item No	Simulator Description	Quantity of trainees	Price -Train the Trainer (per individual)	Total Cost
		6		
Sub Total (excluding VAT)				
Discount(s)				
Total Cost (excluding VAT)				

Respondent's Signature

Date & Company Stamp

Table 3: PRICING SCHEDULE FOR MAINTENANCE/WARRANTY OF TRANSPORT/LOGISTICS CHAIN SIMULATOR

Item No	Simulator Type	Months	Monthly Maintenance / Warranty Cost	Total Cost
		36		
Sub Total (excluding VAT)				
Discount(s)				
Total Cost (excluding VAT)				

Table 4: TOTAL COST OF OWNERSHIP (TCO) OF TRANSPORT/LOGISTICS CHAIN SIMULATOR

Total Cost – Table 1	R
Total Cost – Table 2	R
Total Cost – Table 3	R
Grand Total over 36 months (A+B+C) (excl. VAT)	R

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) Bidders are requested to complete all the pricing tables as illustrated above.
- 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) Prices are to be quoted on a delivered basis to Durban, KwaZulu-Natal, South Africa.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- f) Prices quoted must be held valid for a period of 120 business days from closing date of this RFP.
- g) Where a Respondent's price(s) includes imported content, the rate of exchange to be used must be the currency's rate published by the South African Reserve Bank 7 [seven] calendar days prior to the closing date of this RFP:

Currency rate of exchange utilised: _____

- h) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing the relevant price index/indices/adjustment formula. [Not to be confused with bid validity period Section 1,
- i) clause 1]

YES	
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NO	
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1 DISCLOSURE OF PRICES TENDERED

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

YES	
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NO	
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2 MANUFACTURERS

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

- 2.1 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

- 2.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

3 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.

4 EXCHANGE AND REMITTANCE

The attention of the Respondents is directed to clause 16 [*Exchange and Remittance*] of the General Bid Conditions. 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:

Respondent's Signature

Date & Company Stamp

- 4.1 ZAR 1.00 [South African currency] being equal to _____ [foreign currency]
- 4.2 _____ % in relation to tendered price(s) to be remitted overseas by Transnet
- 4.3 _____ [Name of country to which payment is to be made]
- 4.4 Beneficiary details:
- Name [Account holder] _____
- Bank [Name and branch code] _____
- Swift code _____
- Country _____
- 4.5 _____ [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].

5 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.

6 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 G 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	
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NO	
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7 SERVICE LEVELS

- 7.1 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.
- 7.2 Transnet will have quarterly reviews with the Supplier’s account representative on an on-going basis.
- 7.3 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.
- 7.4 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

- 7.5 The Supplier must provide a telephone number for customer service calls.
- 7.6 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] calendar 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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8 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

- 8.1 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 14.2 below.

- 8.2 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.

9 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:

9.1 Quality and specification of Goods delivered:

9.2 Continuity of supply:

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

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

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: _____

RFP FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSION AND MAINTENANCE OF A TRANSPORT/LOGISTICS CHAIN TRAINING SIMULATOR FOR THE MARITIME SCHOOL OF EXCELLENCE (MSOE) FOR A PERIOD OF 3 (THREE) YEARS WITH THE OPTION TO EXTEND FOR A FURTHER 1 (ONE) YEAR

Section 4 : PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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, dated _____ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with shortlisted bidder(s).

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

I/We 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.

Respondent's Signature

Date & Company Stamp

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 3 (three) years only with the option to extend for a further 1 (one) year.

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

ADDRESS FOR NOTICES

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

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

Name of Entity:

Facsimile:

Address:

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

Transnet requires a validity period 120 Business Days [from closing date – 22 September 2015] against this RFP.

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

Respondent's Signature

Date & Company Stamp

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)

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 3 : Pricing and Delivery Schedule	
SECTION 9 : Certificate of attendance at compulsory site meeting / RFP briefing session	
SECTION 11 : Declaration of Supplier Development Commitments	
ANNEXURE A : Technical Prequalification	
ANNEXURE B : Supplier Development Prequalification	
ANNEXURE E : Technical Submission/Questionnaire	
Authenticated reference letter(s) signed by client(s) demonstrating relevant experience	
Detailed methodology and approach on how the required Transport/Logistics Chain Training Simulator will be provided to Transnet including a proposed maintenance and warranty programme	
Training and knowledge migration plan demonstrating how training will be provided to internal stakeholders on the Transport/Logistics Chain Simulator usage	

Respondent's Signature

Date & Company Stamp

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 [Yes or No]
SECTION 2 : Background, Overview And Scope of Requirements	
SECTION 4 : Proposal Form and List of Returnable documents	
- Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7.	
- Note: failure to provide these required documents 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	
- Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
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	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 6 : RFP Declaration and Breach of Law Form	
SECTION 8 : B-BBEE Preference Claim Form	
ANNEXURE C : Supplier Development Value Summary	
ANNEXURE D : B-BBEE Improvement Plan	

 Respondent's Signature

 Date & Company Stamp

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 this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below 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.

Bidders furthermore agree that Transnet SOC Ltd shall recognise no claim from them for relief based on an allegation that they have overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating their offered prices or otherwise.

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

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

- 1 General Bid Conditions*
- 2 Terms and Conditions of Contract for the supply of Services to Transnet*
- 3 Supplier Integrity Pact*
- 4 Non-disclosure Agreement*
- 5 Specifications and drawings included in this RFP
- 6 Supplier Development initiatives included in this RFP
- 7 Vendor Application Form* and all supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s).

*(available on Transnet’s website or upon request)

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: _____

Respondent’s Signature

Date & Company Stamp

**RFP FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSION AND MAINTENANCE OF A
TRANSPORT/LOGISTICS CHAIN TRAINING SIMULATOR FOR THE MARITIME SCHOOL OF EXCELLENCE
(MSOE)**

FOR A PERIOD OF 3 (THREE) YEARS WITH THE OPTION TO EXTEND FOR A FURTHER 1 (ONE) YEAR

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						
Entity's website address						
Bank name				Branch & Branch code		
Account holder				Bank account number		
Postal address						

Respondent's Signature

Date & Company Stamp

		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	

**RFP FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSION AND MAINTENANCE OF
A TRANSPORT/LOGISTICS CHAIN TRAINING SIMULATOR FOR THE MARITIME SCHOOL OF
EXCELLENCE (MSOE)
FOR A PERIOD OF 3 (THREE) YEARS WITH THE OPTION TO EXTEND FOR A FURTHER 1 (ONE) YEAR**

Section 6 : RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
10. 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.
11. 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.

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20__

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

**RFP FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSION AND MAINTENANCE OF
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Section 8 : 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 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 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 transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 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 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned 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.

- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 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.
- 4.12 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.
- 4.13 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:.....

SPECIMEN

**RFP FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSION AND MAINTENANCE OF
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EXCELLENCE (MSOE)
FOR A PERIOD OF 3 (THREE) YEARS WITH THE OPTION TO EXTEND FOR A FURTHER 1 (ONE) YEAR**

Respondent's Signature

Date & Company Stamp

**Section 9 : CERTIFICATE OF ATTENDANCE AT COMPULSORY SITE MEETING / RFP BRIEFING
SESSION**

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*
attended the site meeting / 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 _____

**RFP FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSION AND MAINTENANCE OF
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Section 10 : 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 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

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

considers according to the IC³ Matrix. This RFP has been identified as strategic, involving high commercial leverage and high value.

As a prequalification criterion to participate in this bid, Respondents are required to provide a commitment that the monetary value of all SD initiatives to be undertaken by them will not be less than the percentages expressed below of the total contract value. The classifications are as follows:

Company B-BBEE Classification	Minimum SD commitment
Exempted Micro Enterprise (EME)	15% (fifteen percent)
Qualifying Small Enterprise (QSE)	20% (twenty percent)
Large Enterprise (LE)	30% (thirty percent)

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 (i). 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
Transfer of Technology and Intellectual Property Rights [IPR]	Transfer technology, IPR and methodology to small businesses
New Skills development	Skills transfer & skills education which will occur as a result of the award of contract
Job Creation/Preservation	Number of jobs created or preserved resulting from the award of contract
Enterprise and Supplier Development	Encouragement for growth and the expansion of emerging local firms, through procurement and support mechanisms

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 C 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 C 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] calendar 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] calendar days after signature of a Letter of Intent [**LOI**], where after both parties must reach an agreement [signed by both parties] within 20 [twenty] calendar 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 11 [mandatory]**
- **SD Value Summary – Annexure C [essential]**

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.

**RFP FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSION AND MAINTENANCE OF
A TRANSPORT/LOGISTICS CHAIN TRAINING SIMULATOR FOR THE MARITIME SCHOOL OF
EXCELLENCE (MSOE)
FOR A PERIOD OF 3 (THREE) YEARS WITH THE OPTION TO EXTEND FOR A FURTHER 1 (ONE) YEAR**

Section 11 : DECLARATION OF SUPPLIER DEVELOPMENT COMMITMENTS

I/We _____

hereby **agree** to commit that not less than 15%, 20% or 30% (circle the applicable percentage in line with your selection in Section 1, paragraph 5.4) of the contract value will be spent cumulatively on Supplier Development Initiatives. This pre-qualification criterion must be discharged against the following Supplier Development categories as outlined in the Supplier Development Value Summary [Annexure C]:

- Technology transfer and sustainability
- Skills development
- Job creation
- Job preservation
- Enterprise and Supplier Development

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

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Section 12 : B-BBEE IMPROVEMENT PLAN

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

Additional contractual requirements

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

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

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