

## ANNEXURE B – TENDER ADVERT

**Bid Number: ERACSG517-18839**

**Bid Description: The Provision of Maintenance Service to Transnet freight Rail Infrastructure Telecommunication System to provide backup support on software for the train communication system on the Coal Line for a period of two years**

**Name of Institution: Transnet Freight Rail**

**Place where goods, works or services are required: Witbank to Richards Bay and all associated CTC buildings, mines and shunting yards**

**Date Published: 12<sup>th</sup> November 2015**

**Closing Date / Time: 01<sup>st</sup> December 2015**

**Enquiries:**

- **Contact Person: Sophie Goldstone**
- **Email: Sophie.goldstone@transnet.net**
- **Telephone number: 0359067345**
- **Fax Number: 0865159978**

**Where bid documents can be obtained:**

The RFP may be collected free of charge between 09:00 and 15:00 from 16<sup>th</sup> November 2015 until 30<sup>th</sup> November 2015. RFP documents may be viewed and downloaded (preview copies only) from the website.

This RFP may be picked up from the following address: Reception Area, Tender Office, Ground Floor, Malahle House, No. 4 Kiewiet Street, Empangeni.

Where bids should be delivered: The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001

**Briefing Session: NO COMPULSORY BRIEFING SESSION**

**Special Conditions:**

For enquiries regarding collection of documents, contact Yogeshnie Gengan; telephone No. 035 906 7345 or Futhi Sefhle at telephone No. 035 9067195

**TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP] [SERVICES]**

**FOR THE PROVISION OF MAINTENANCE SERVICE TO TRANSNET FREIGHT RAIL  
INFRASTRUCTURE TELECOMMUNICATION SYSTEM TO PROVIDE A BACKUP SUPPORT  
ON SOFTWARE FOR THE TRAIN COMMUNICATION SYSTEM ON THE COALLINE  
FOR A PERIOD OF 2 YEARS**

<b>RFP NUMBER</b>	<b>ERACSG517-18839</b>
<b>ISSUE DATE:</b>	<b>16 NOVEMBER 2015</b>
<b>CLOSING DATE:</b>	<b>01 DECEMBER 2015</b>
<b>CLOSING TIME:</b>	<b>10:00</b>
<b>BID VALIDITY PERIOD:</b>	<b>90 days Business Days from Closing Date</b>

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**"PREVIEW COPY ONLY"**

**RFP FOR THE PROVISION OF  
MAINTENANCE SERVICE TO TRANSNET FREIGHT RAIL INFRASTRUCTURE TELECOMMUNICATION  
SYSTEM TO PROVIDE A BACKUP SUPPORT ON SOFTWARE FOR THE TRAIN COMMUNICATION SYSTEM  
ON THE COALLINE  
FOR A PERIOD OF 2 YEARS**

**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**].

<b>DESCRIPTION</b>	Maintenance service to Transnet Freight Rail Infrastructure Telecommunication System to provide a backup support on software for the train communication system on the coalline [the services]
<b>BID FEE AND BANKING DETAILS</b>	This RFP is issued free of charge.
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	Transnet Freight Rail Reception Area Tender Office Ground Floor Malahle House No. 4 Kiewiet street Empangeni
<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	Between 09:00 and 15:00 from 16 November 2015 until 30 November 2015.
<b>NO COMPULSORY BRIEFING SESSION</b>	No briefing session required Refer to paragraph 2 for details.
<b>CLOSING DATE</b>	<b>10:00 on Tuesday 01 December 2015</b> Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
<b>VALIDITY PERIOD</b>	<b>90 Business Days from Closing Date</b> 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 formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 6 [Communication] below:

### 3 PROPOSAL SUBMISSION

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

The Secretariat, Transnet Acquisition Council

RFP No: ERACSG517-18839

Description: PROVISION OF MAINTENANCE SERVICE TO TRANSNET FREIGHT RAIL INFRASTRUCTURE TELECOMMUNICATIONS SYSTEM TO PROVIDE A BACKUP SUPPORT ON SOFTWARE FOR THE TRAIN COMMUNICATION SYSTEM ON THE COALLINE FOR PERIOD OF 2 YEARS

Closing date and time: **10:00 on the 01 December 2015**

Closing address: *[Refer to options in paragraph 4 below]*

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

### 4 DELIVERY INSTRUCTIONS FOR RFP

#### 4.1 Delivery by hand

If delivered by hand, the envelope is must be deposited in the Transnet tender box which is located at Office Block, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown, and must be addressed as follows:

THE SECRETARIAT  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
GROUND FLOOR  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001

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

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

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

THE SECRETARIAT  
 TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
 GROUND FLOOR  
 INYANDA HOUSE 1  
 21 WELLINGTON ROAD  
 PARKTOWN  
 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 BBBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPFA), 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 7 [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 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

## 5.2 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 Facilitator<sup>1</sup>.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five 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 7 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 Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

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



Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of **Annexure G** appended hereto. [Refer to Section 8 and Annexure G for further instructions]

## 6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to Sophie Goldstone [Sophie.Goldstone@transnet.net] before **12:00 on 23 November 2015**, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 6.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet freight Rail Acquisition Council, at telephone number 011 544 9486, email Prudence.Nkabinde@transnet.net or facsimile number 011 771 9700 on any matter relating to its RFP Proposal.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date. Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

## 7 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 Services, 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. A duplicate set of documents is required. 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 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**
- 8.5 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.6 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

## 9 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] 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 Services 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 Services which are reflected in the scope of this RFP;
- 10.9 split the award of the contract between more than one Service Provider, 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.

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**

**"PREVIEW COPY ONLY"**

**RFP FOR THE PROVISION OF  
MAINTENANCE SERVICE TO TRANSNET FREIGHT RAIL INFRASTRUCTURE TELECOMMUNICATION  
SYSTEM TO PROVIDE A BACKUP SUPPORT ON SOFTWARE FOR THE TRAIN COMMUNICATION SYSTEM  
ON THE COALLINE**

**FOR A PERIOD OF 2 YEARS**

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

**1. DEFINITIONS OF TERMINOLOGY & ABBREVIATIONS**

For the purpose of this technical specification the following definitions shall apply:

<b>Ad-hoc</b>	Work that is performed for a particular purpose, as and when necessary
<b>APN</b>	<b><i>Access Point Name</i></b> The name of a gateway between a GPRS, 3G or 4G mobile network and another computer network. A mobile device making a data connection must be configured with an APN to present to the carrier.
<b>BOF</b>	<b><i>Back Office</i></b> Main system support component of the Train Cab System (TCS) which includes the server located in Richards Bay and all related software essential to the operation, management and performance of the TCS
<b>Cab</b>	Driver compartment at front of locomotive in which all driver equipment and system interfaces are housed
<b>Coal Line</b>	±600 km long bulk Coal Export railway line between Witbank & Richards Bay Harbour, including all relevant shunting yards and branch lines
<b>Contractor</b>	Provider of services outlined in this specification
<b>CTC</b>	<b><i>Central Train Control</i></b> Central points from which all operational controls and train movements are coordinated, of which the Coal Line has four (4) to accommodate TCOs and support staff
<b>CTC Servers</b>	Software and hardware systems at each CTC viz. Ogies, Ermelo and Vryheid, which function as data store and message handling facilities.
<b>ESME</b>	<b><i>External Short Message Entity</i></b> An external application that connects to a Short Message Service Centre (SMSC) to engage in the sending and/or receiving of SMS messages
<b>ISO</b>	<b><i>International Organization for Standardization</i></b>
<b>GPS</b>	<b><i>Global Positioning System</i></b>
<b>GSM</b>	<b><i>Global Systems for Mobile</i></b> A cellular communication standard operating in the 900 MHz GSM frequency band, as defined in the European Technical Standards Institute Structure of Specifications
<b>PDT</b>	<b><i>Phone Dispatcher Terminal</i></b>

	The fixed dispatcher component of the TCS located at the CTCs, which enables communication between the trains and TCOs
<b>SABS</b>	<b><i>South African Bureau of Standards</i></b>
<b>TCO</b>	<b><i>Train Control Officer</i></b> Person responsible for all train movements within the section allocated to him as defined by his particular control desk
<b>TCS</b>	<b><i>Train Communication System</i></b> GSM (2G) based communication system which comprises all components required to facilitate secure voice and data communication between the train, TCO and Back Office
<b>TCC</b>	<b><i>Technical Command Centre</i></b> Transnet's internal technical command and control centre which acts as an interface between system users and technical staff in the event of a system failure. Also responsible for fault tracking and allocation
<b>TFR</b>	<b><i>Transnet Freight Rail</i></b> The rail transport division of Transnet Limited

## 2. BACKGROUND

The Train Cab System (TCS) is a specialised GSM train communication system developed between TFR and an external provider, for use on the TFR Coal Line. The system facilitates secure and reliable communication between the Train Control Officer (TCO) and train driver, while also providing a number of other essential functions and features, such as remote real-time speed and position monitoring of trains and trip log records.

The main modules of the system include:

- Cab units and associated peripherals fitted into every Coal Line locomotive (TCS Units)
- Phone dispatcher terminals and train control communication equipment (PDTs)
- Back office server equipment, databases and software which supports system function (BOF)

Although all system related equipment, software and Intellectual Property belongs to TFR, the highly technical and specialised nature of the TCS necessitates the establishment of a comprehensive technical support and maintenance contract, to ensure that the system performs at its optimum at all times.

## 3. DOCUMENT OBJECTIVE

This specification document outlines the nature of the maintenance and support services which are required in order to sustain consistent and reliable TCS operation. The technical criteria contained herein will form the benchmark against which the contractor's abilities to render the required services will be evaluated.

## 4. SUFFICIENCY OF TENDER

In addition to compliance with the criteria specified in this document, tenderers will be expected to:

- 4.1. Furnish proof of having undertaken projects of a similar nature by completing and returning the Contractor Experience Record as detailed in Annexure D
- 4.2. Be capable of providing 24-hour system support in the event of a critical system failure

## 5. COMPLIANCE STANDARDS

- 5.1. The contractor must provide proof that their Quality Management system is ISO 9001 compliant
- 5.2. The contractor must be SABS approved

## 6. CONTRACT DURATION

The TCS Maintenance and Support Contract will be for a period of 24 months.

## 7. SCOPE OF WORK

- 7.1. This contract covers the provision of comprehensive TCS maintenance and support services on the TFR Coal Line, which includes:
  - Preventative maintenance
  - Scheduled maintenance
  - Remedial/Demand maintenance and repairs
  - Software support (including upgrades, repairs and modifications)
  - System performance monitoring
- 7.2. These services will be rendered for the entire TCS system and all related system components/sub-systems, i.e.:
  - Back Office, CTC Servers and Databases
  - Phone Dispatcher Terminal
  - Train Cab System Units \*

**\*Note:** Although this contract specifically caters for the maintenance and support of TCS related software and support systems only, the contractor must also be capable of upgrading and repairing TCS hardware. These upgrades and repairs will be quoted and invoiced separately and paid for independently of this contract.

## 8. DETAILS OF SERVICES TO BE PROVIDED

The contractor will be required to render the following services to the TFR Coal Line Telecommunication Technical staff in order to ensure that the TCS system is operational at all times:

**8.1. Remedial Maintenance:**

- Defined as any and all corrective/repair/improvement work that is deemed necessary to maintain system operation at an acceptable level
- Also refers to repairs or adjustments deemed necessary to restore system functionality after a fault or breakdown
- Includes correction of system and software errors that have arisen as a result of flaws in modifications/upgrades designed and provided by the contractor

**8.2. Ad-hoc/Project Work:**

- Defined as any new work or system upgrade to be performed on the TCS hardware/software which does not conform to the definitions stipulated under Remedial Maintenance, for which a separate quotation must be prepared and provided by the contractor

**8.3. General Support Requirements:**

- On-site system support over entire Coal Line as and when necessary
- Provision of an emergency contact/call centre for 24-hour telephonic system support
- Attendance of monthly meeting held at Vryheid Telecommunications depot
- Provision of a monthly report detailing all maintenance, support and repair services performed on the system during the course of the month

**8.4. Maintenance and Support of Train Cab Units:**

- Registration of new TCS units on the Back Office
- Provision of TCS software upgrade solutions as per TFR request (Ad-hoc, quoted and invoiced separately)
- Installation and testing of new TCS software as per TFR request
- Hardware upgrades to TCS units as per TFR request (Ad-hoc, quoted and invoiced separately)

**8.5. Maintenance and Support of Back Office Servers and Databases:**

- Monitoring and repair of database replication jobs when failures occur
- Monitoring of database usage and period removal of old data records
- Monitoring of applications on the Back Office Application server
- Installation and testing of new back office application versions as per TFR request

**8.6. Maintenance and Support of Phone Dispatcher Terminals:**

- Provision of TCS software upgrade solutions as per TFR request (Ad-hoc, quoted and invoiced separately)
- Installation and testing of new PDT software as per TFR request

**9. PERFORMANCE CRITERIA**

9.1. The contractor is to ensure that the system is 100% functional at all times

9.2. In the event of a system/software breakdown/malfunction, the contractor is to comply with the fault reporting process detailed in Section 12

9.3. The contractor is to respond to and resolve all system breakdowns within reasonable time limits as defined in Section 13

## 10. REQUIREMENTS OF CONTRACTOR

The contractor will be expected to fulfil the following requirements throughout the duration of the contract:

10.1. Ensure continued professional and comprehensive support for the TCS system throughout the entire Coal Line (Witbank to Richards Bay and all associated CTC buildings, mines and shunting yards)

10.2. Ensure that adequate spares are available to keep the system operational and reduce lead times

10.3. In order to successfully render the required TCS maintenance and support services, the contractor must demonstrate proficiency and skill in the following systems and technologies (Contractor to complete The Technical Skills Checklist in Annexure A):

- Operating Systems:
  - Windows Server 2003/8
  - Windows 7
  - Windows XP Embedded
- Database Design Concepts:
  - Oracle 9/11 (DBA knowledge)
  - Database replication including ability to move database links between networks
  - SQL
- Programming Languages:
  - Visual Basic.net
  - C++
  - PIC CCS C Compiler
- Support Tools, Technologies & Communication Protocols:
  - Greenleaf Comm++ 3.0 communication libraries
  - Asyn Professional components for Delphi
  - AT Command set (Modem control)
  - Winsock 2
  - HDLC
  - TCP/IP
  - LAN/WAN
  - ESME
  - Panasonic PABX and interface software (switch)
  - Least Cost Routers/Premicell Rack
  - GPS (NMEA)
  - GSM voice & data calls and SMS
  - GIS systems (MapX)
  - Microsoft Framework 3.5
- Other software/technology:
  - PIC microcontrollers & programmers
  - Compact Flash Disk programmers
- Advanced PC skills:
  - Installation of PC interface cards



- PC BIOS configuration
- General PC maintenance
- Remote desktop
- VNC (WinVNC & VNC viewer)

10.4. The contractor will be required to prove that they have in their employ various skilled personnel, who are capable of adequately rendering support to the TCS system. This will involve the submission of the Curriculum Vitae of in-house support personnel or subcontractors in their employ, who possess the following relevant qualifications and experience (Contractor to complete the Experience and Qualification Matrix in Annexure B):

- At least 1 Software Engineer/Developer with a minimum of 5 years' experience working with the TCS or similar system and a BSc Eng/BEng or similar qualification in Electronic Engineering, with strong focus on software development
- At least 2 Electronic Technicians with a minimum of 5 years' experience working with the TCS or similar system and a National Diploma in Electronic engineering, with a strong focus on fault finding processes
- At least 1 Quality Assurance officer with a minimum of 3 years' experience with the TCS or similar system
- At least 1 Project Manager with a minimum of 3 years' experience with the TCS or similar system

10.5. The contractor must possess an in-house workshop equipped with the spares, tools and apparatus necessary to maintain/upgrade TCS units and related hardware. (Contractor to complete the Workshop Tools & Equipment Checklist Annexure C. Necessary equipment includes:

- Multimeters
- 110V Power supplies
- Basic electronic tools and test equipment
- Oscilloscopes
- Test cables
- Termination test set
- HDLC test facility
- Compact flash disk programmers
- PIC microcontroller programmers
- BIOS program tools
- PC 104 extraction tools
- GPS & GSM antennas (TRD 150/450)
- Suitable work/test benches
- TCS handset and cradle interface
- Suitable laptops/PCs to interface to TCS and test equipment

10.6. In order to access the TFR network remotely via the Transnet APN, the contractor will be required to obtain a suitable cellular modem and apply for an APN registered SIM card and access rights and privileges on the TFR network

- 10.7. In order to provide full-time assistance and emergency system support, the contractor must have a 24-hour emergency call centre, which will be responsible for:
- Recording/logging all faults reported into a suitable fault reporting system
  - Provide TFR a contractor reference number for each fault
  - Escalating/assigning the fault to the appropriate person/department

## 11. STANDARD OF WORKMANSHIP & SERVICES PROVIDED

- 11.1. All work must be performed in accordance with the latest TCS technical specification and standards
- 11.2. All equipment offered must be adequately protected against lightning and power surges in accordance with Transnet Freight Rail specifications and standards
- 11.3. All work performed by the contractor will be guaranteed for a period of one (1) year.
- 11.4. All tools and equipment used to work on and repair the TCS, must be in serviceable condition and properly configured and calibrated

## 12. FAULT REPORTING PROCESS

- 12.1. The TFR Technical Command Centre (TCC) will be responsible for booking each TCS fault against a unique TFR reference number, which will be used for recording and tracking purposes and should be quoted on all correspondence with regards to that particular fault
- 12.2. The TCC will contact the relevant telecommunications technician to assign the fault with its reference number
- 12.3. In the event of a system fault or failure, the technician will contact the contractor's call centre with information regarding the failure and provide the TFR fault reference number
- 12.4. The contractor's call centre will be expected to record the TFR reference number and provide their own Contractor reference number as proof that the call was received by them
- 12.5. The contractor will respond to and resolve all systems faults within the time frames detailed in Section 15
- 12.6. It will be the responsibility of the technician to liaise with the contractor and provide the TCC with regular progress updates, until such time as the fault is resolved and the system is restored to complete working order
- 12.7. Once the system is restored to complete working order, the TCC will allocate a fault clearance reference number which the contractor is to note for record purposes

## 13. RESPONSE TIMES

The contractor will be expected to adhere to the following response times when faults are encountered on the TCS:

- 13.1. **Normal/Non-critical Faults (System capable of running in fall-back mode):**

- The contractor must have engineering services available within three (3) hours from the time a fault is reported to them by TFR
- The fault must be repaired within 6 (six) hours from the time the fault was accepted by the contractor
- If it is not possible to clear the fault in the specified period, authorisation must be obtained from TFR Telecommunications for a site visit at additional cost and the clearance time of 6 (six) hours will be determined from the time the contractor arrives on site

**13.2. Serious/Critical Faults (System is unavailable to users, one or more TCO positions affected):**

- The contractor must have engineering services available within one (1) hour from the time a fault is reported to them by TFR
- The fault must be repaired within three (3) hours from the time the fault was accepted, and if it was not possible to clear the fault in the specified period, authorisation must be obtained from TFR Telecommunications for a site visit at additional costs and the clearance times three (3) hours will be determined from the time "the Contractor" arrives on site

**14. FAULT HANDLING PROCEDURE, ESCALATION & CONTINGENCY PLAN**

- 14.1. In so far as possible, to reduce downtime and excessive expenditure, the contractor is to attempt to repair system faults remotely first, i.e. via the Transnet APN using a suitable cellular modem, APN activated SIM card and remote access software
- 14.2. Only once all options of remote repair have been explored and exhausted may the contractor opt for a site visit at additional cost as discussed in section 13.1 & 13.2
- 14.3. The contractor will be required to submit a contingency plan, which outlines the internal fault handling process and escalation procedure to be implemented in the event of system faults
- 14.4. The plan is to be in the format of a flowchart which details reporting levels, time frames and contact information of relevant personnel/departments involved at each stage
- 14.5. The plan must include a strategy to mobilise relevant support personnel in the event of a site visit being deemed necessary
- 14.6. The plan must start from the time a fault is reported to the contractor by the TFR technician (as in section 12.3) till the fault is resolved and the system restored to full working order (as described in section 12.7)
- 14.7. It may be necessary for the contractor to prepare a separate plan for Non-critical and Critical System faults due to the difference in response times and urgency of each fault type

**15. CALCULATION OF PENALTIES**

Failure to resolve faults within the time specified will result in penalties being imposed on the contractor as follows:

- 15.1. In the event of the contractor's maintenance personnel not being available within the time frames specified in section 13, the contractor will incur a penalty payable to TFR or a reduction in the Total

Monthly Maintenance Charges. Reduction/penalty will be calculated at comma five percent (0.5 %) per hour, for every hour of delay or part of an hour for each fault (See example provided)

- 15.2. In the event of the contractor's maintenance personnel not restoring the system to normal operation within the time frames specified in section 13, the contractor will incur a penalty payable to TFR or a reduction in the Total Monthly Maintenance Charges. Reduction/penalty will be calculated at comma five percent (0.5 %) per hour, for every hour of delay or part of an hour for each fault (**This penalty shall only apply in the case of legitimate call outs**) (See example provided)

15.3. **Time to Respond:**

- Defined as the time taken for the contractor's engineering support services to respond to a fault once it has been reported.
- Calculated as the time lapse from when a fault is reported to the contractor's call out service, until the contractor contacts the TFR telecommunications technician to confirm their support and begin repairs

15.4. **Time to Restore Equipment/System:**

- Defined as the time taken by the contractor to restore full system operation
- Calculated as the time from which the contractor's engineering support services respond to the fault, to the time the TFR telecommunications technician confirms that the system has been restored and a fault clearance reference is received from the TFR TCC

15.5. **Example of Penalty Calculation:**

EXAMPLE	9 (nine) hour restore, 3 (three) hour penalty
Time reported to Contractor	10:00
Time responded	11:00
Time cleared	20:00
Repair time (11:00 - 20:00)	9 hours
Penalty time	9 - 6 = 3 hours

**Formula for Calculation of Penalty:**

**Penalty = No. of faults x Penalty time x 0.5 % x Total Monthly Maintenance Charge**

assuming 1 fault (affecting single/multiple unit/s)

Total monthly maintenance charge: R50 000

Penalty Charge = 1 fault x 3 hour penalty time x 0.5 % x R 50 000  
= R 750 penalty

**16. PROGRAMME OF WORK**

- 16.1. The contractor must be capable of providing the necessary maintenance and support services immediately upon award of contract, i.e. no lapse time can be tolerated in order for contractor to become accustomed to the TCS system operation
- 16.2. In order for TFR to assess the tenderer's capability to commence with service and support immediately, the tenderer is to complete the relevant section in Annexure E regarding system specific experience and training
- 16.3. All remedial maintenance services/repairs as defined in section 8.1 will be addressed by the contractor immediately upon discovery of a system flaw, with the approval of the project manager
- 16.4. Under written request from the project manager, the contractor will prepare a Statement of Work and a separate quotation for new system upgrades as defined in section 8.2
- 16.5. All maintenance and support work as defined in section 8.3 to 8.6, will be performed by the contractor on a monthly basis from the 1<sup>st</sup> of November 2015 to the 31<sup>st</sup> of October 2017
- 16.6. The contractor will provide a monthly report to the TFR Telecommunications department, detailing all work performed for that month

**17. TESTING & COMMISSIONING PROCEDURE**

- 17.1. All testing and commissioning to be performed in accordance with TFR's standard specifications for the installation, testing and commissioning of Train Control Systems
- 17.2. The contractor is to obtain the approval of the project manager prior to any new software installation, testing and commissioning
- 17.3. The contractor will be responsible for all necessary software changes which should be downloaded to the BOF
- 17.4. A TFR telecommunications representative will be responsible for the activation of the software changes and for monitoring subsequent system performance to ensure that the modifications function as requested

**18. CONSTRAINTS ON THE CONTRACTOR**

- 18.1. All plans for new works and system modifications must be submitted to the TFR Technology Management department and TFR Telecommunications department for approval
- 18.2. No modification to the system hardware or equipment may commence without approved plans and circuit diagrams
- 18.3. No work is to commence on the system without the project manager's approval
- 18.4. The contractor is to consult with the project manager in advance with regards to the effect of specific maintenance/upgrades on normal system operation
- 18.5. Under no circumstance shall any of the maintenance services performed lead to disruption of normal system operation or train delays

## 19. PRICE SCHEDULE & ADJUSTMENTS

- 19.1. Tenderers shall quote a fixed total price per month for all maintenance/support services and remedial services
- 19.2. Tenderers shall quote on variable costs which may arise for approved site visits as may be required for on-site system maintenance/support
- 19.3. The contractor is to complete the pricing schedule to be included in tender submission (all prices to be quoted in ZAR ex vat):
- 19.4. To facilitate like-for-like comparison, bidders must quote strictly in accordance with this pricing schedule and not utilise a different format, as any deviation from this pricing schedule may result in a bid being declared non-responsive
- 19.5. Variable cost and project work is deemed ad-hoc work and the tenderer will therefore not be required to submit a quote for these services at this stage
- 19.6. Repairs/upgrades to TCS cab units do not form part of this contract, the tenderer will therefore not be required to submit a quote for these services at this stage
- 19.7. Tenderers will be required to indicate in their submission for the TCS Maintenance and Support contract shall not be subjected to price adjustments/escalation for the duration of the contract, i.e. fixed monthly rate for a period of 24 months
- 19.8. Should the tenderer offer a discounted price, TFR will only consider the discount in the final evaluation stage if offered unconditionally

## 20. PAYMENT METHODS

- 20.1. No advance payments will be made by TFR for materials, plant or equipment supplied by the contractor for the purpose of the work defined in this specification
- 20.2. The contractor will invoice TFR monthly in arrears for the maintenance and support services provided
- 20.3. The contractor will be expected to prepare a quote for repairs/upgrades to TCS cab units independently of this contract, as and when requested by TFR Telecommunications
- 20.4. Similarly, the contractor will be expected to provide a separate quote for all project/ad-hoc work as and when requested by TFR Telecommunications

## 21. TO BE PROVIDED BY TFR TELECOMMUNICATIONS

- 21.1. TFR Telecommunications will provide site support and access to the contractor on the Coal Line
- 21.2. TFR Telecommunications will provide the contractor with SIM cards registered on the TFR APN to allow remote access to the TFR network, provided that the contractor has made a successful application for TFR network access rights

## 22. INFORMATION TO BE SUBMITTED WITH TENDER

All prospective tenderers must supply the following information at when tendering for the TCS Maintenance & Support Services Contract:

- 22.1. Curriculum Vitae of technical and support personnel required as detailed in section 10.4

- 22.2. Details and evidence of a 24-hour emergency call centre or an emergency contact number
- 22.3. Fault Escalation Procedure and Contingency Plan Flowchart as detailed in section 14
- 22.4. Completed Technical Skills Checklist as detailed in Annexure A
- 22.5. Completed Personnel Experience Matrix as detailed in Annexure B
- 22.6. Completed Workshop Tools & Equipment Checklist as detailed in Annexure C
- 22.7. Completed Contractor Experience Record as detailed in Annexure D
- 22.8. Completed System Specific Experience & Training Record as detailed in Annexure E
- 22.9. Completed Price Schedule as detailed in section 19.3
- 22.10. Completed Technical Requirements
- 22.11. B-BBEE Certificate and Scorecard
- 22.12. All other relevant information, documentation or certification necessary to evaluate the tenderer against the technical requirements and criteria stipulated in this specification and in the Technical Requirements Scoring Matrix

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 **Annexures A, B, C, E, F – Technical Submission which includes a technical Questionnaire.***

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

## **1 GREEN ECONOMY / CARBON FOOTPRINT**

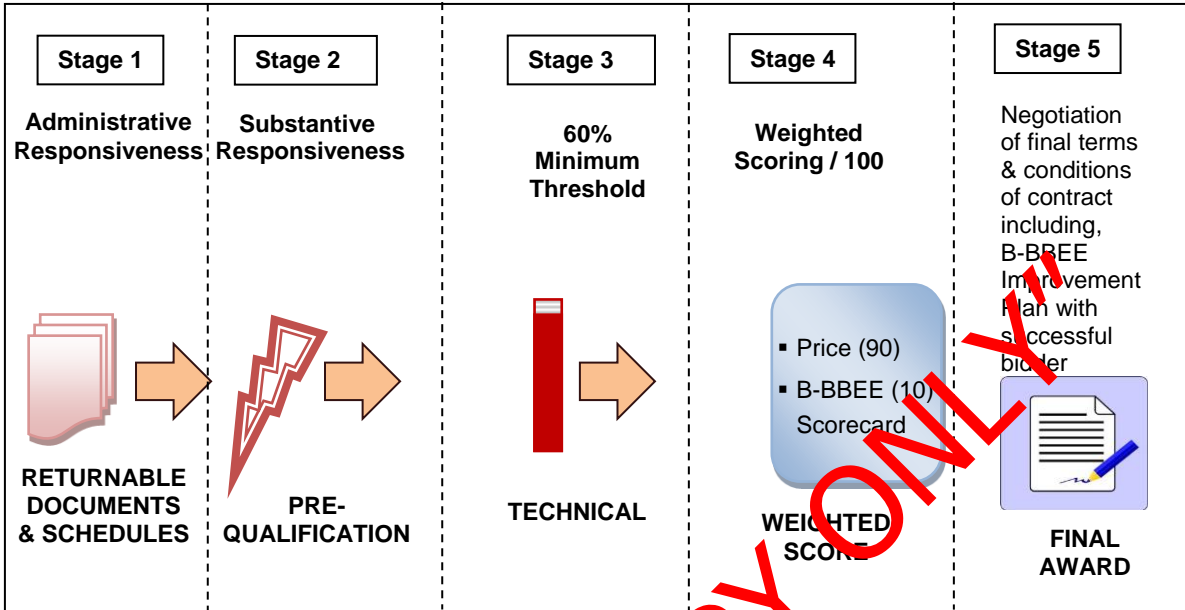
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

## **2 GENERAL SERVICE PROVIDER OBLIGATIONS**

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

**3 EVALUATION METHODOLOGY**

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



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must therefore not be interpreted to mean that bidders have necessarily passed any previous stage(s).

**3.1 STAGE ONE: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 4</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 4, page 24 and 25</i>

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



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

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> <li>Whether any general pre-qualification criteria set by Transnet, have been met</li> </ul>	<i>Section 1 paragraphs 2.2, 6, 10.3</i> <i>Section 4 – validity period</i> <i>General Bid Conditions - clause 19</i> <i>Sections 10, 11</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Whether any Technical pre-qualification set by Transnet have been met</li> </ul>	<i>Section 2 – Scope of Work</i>

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

***The STAGE THREE: Minimum Threshold 80% for Technical Criteria***

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

Technical Criteria	% Weightings	RFP Reference
Prior Experience	10%	<i>Section 2</i>
Compliance to Standards	5%	<i>Section 2</i>
Technical Capacity and Resources	40%	<i>Section 2</i>
Guaranteed full time technical support	20%	<i>Section 2</i>
Feasible Response & Restoration Times	10%	<i>Section 2</i>
Programme of Work	15%	<i>Section 2</i>
<b>Total Weighting:</b>	<b>100%</b>	
<b>Minimum qualifying score required:</b>	<b>80%</b>	

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

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

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

### 3.3 STAGE FOUR: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFP Reference
• Commercial offer	Section 3

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

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

Where:

$P_s$  = Score for the Bid under consideration

$P_t$  = Price of Bid under consideration

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

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 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 4.1 of the B-BBEE Preference Points Claim Form.

### 3.4 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Percentage [%]
Technical / functionality	80

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

**STAGE FIVE: Final Contract Award**

Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as, 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](http://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 [procurementombud@transnet.net](mailto:procurementombud@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.

"PREVIEW COPY ONLY"

**RFP FOR THE PROVISION OF  
MAINTENANCE SERVICE TO TRANSNET FREIGHT RAIL INFRASTRUCTURE TELECOMMUNICATION  
SYSTEM TO PROVIDE A BACKUP SUPPORT ON SOFTWARE FOR THE TRAIN COMMUNICATION  
SYSTEM ON THE COALLINE**

**FOR A PERIOD OF 2 YEARS**

**CLOSING VENUE:** The Secretariat, Transnet Freight Rail Acquisition Council, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, 2001

**CLOSING DATE:** **01 DECEMBER 2015**

**CLOSING TIME:** **10:00**

**VALIDITY PERIOD:** **90 days**

**Section 3: PRICING AND DELIVERY SCHEDULE**

DESCRIPTION	COMMENTS	COST (EX VAT)
<b>Fixed Cost (per month for 24 months)</b>	With reference to all maintenance and support requirements as outlined in sections 8.1 and 8.3 to 8.6, including attendance of monthly meetings	R
<b>Variable Cost</b>	With reference to approved site visits in the event of system failures which cannot be resolved remotely as outlined in section 13.1 & 13.2	Ad-hoc (No quote needed)
	Hourly rate per person	
	Travelling by road (per kilometre)	
	<b>OR</b> By air per person (air ticket and car hire)	
	Expenses per person per night	
<b>Project Work</b>	Ad-hoc work as outlined in section 8.2. Contractor to quote when requested	Ad-hoc (No quote needed)
<b>TOTAL PRICE, exclusive of VAT:</b>		R

**Notes to Pricing:**

- Prices must be quoted in South African Rand, exclusive of VAT
- 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.
- Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Respondent's Signature

Date & Company Stamp

- d) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 1, clause 1]

YES	
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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		NO	
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**2 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 Service provider, in relation to:

- 2.1 **Quality and specification of Services delivered:**

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- 2.2 **Continuity of supply:**

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

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

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**3 REFERENCES**

Please indicate below a minimum of 4 company names and contact details of previous and/or existing customers whom Transnet may contact to seek third party evaluations of your service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

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

2 \_\_\_\_\_  
Name \_\_\_\_\_

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**"PREVIEW COPY ONLY"**

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**RFP FOR THE PROVISION OF  
MAINTENANCE SERVICE TO TRANSNET FREIGHT RAIL INFRASTRUCTURE TELECOMMUNICATION  
SYSTEM TO PROVIDE A BACKUP SUPPORT ON SOFTWARE FOR THE TRAIN COMMUNICATION  
SYSTEM ON THE COALLINE**

**FOR A PERIOD OF 2 YEARS**

**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 Services 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 - Services
- (ii) General Bid Conditions – Services ; 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.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services 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 24 months only.

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

**ADDRESS FOR NOTICES**

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

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

Name of Entity:

\_\_\_\_\_

Fax/Email:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**NOTIFICATION OF AWARD OF RFP**

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

**VALIDITY PERIOD**

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

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

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the RFP is submitted.

- (i) Registration number of company / C.C. \_\_\_\_\_
- (ii) Registered name of company / C.C. \_\_\_\_\_
- (iii) Full name(s) of director/member(s)                      Address/Addresses                      ID Number(s)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**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:

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
SECTION 3 : Pricing and Delivery Schedule	
ANNEXURE A    TECHNICAL SKILLS CHECKLIST	
ANNEXURE B    EXPERIENCE AND QUALIFICATIONS MATRIX	
ANNEXURE C    WORKSHOP TOOLS & EQUIPMENT CHECKLIST	
ANNEXURE D    CONTRACTOR EXPERIENCE RECORD	
ANNEXURE E    SYSTEM SPECIFIC EXPERIENCE/TRAINING RECORD	
ANNEXURE F    TECHNICAL REQUIREMENTS	

\_\_\_\_\_  
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 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	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 5 : RFP Declaration and Breach of Law Form	
SECTION 7 : B-BBEE Preference Claim Form	

c) **Additional Documents**

In addition to the requirements of paragraphs (a) and (b) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below. Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
ANNEXURE 5 : B-BBEE Improvement Plan	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

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 Respondent's Signature

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 Date & Company Stamp

**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 included in this RFP
- 6 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
TFR		

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 \_\_\_\_\_

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

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date & Company Stamp

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**"PREVIEW COPY ONLY"**

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**RFP FOR THE PROVISION OF  
MAINTENANCE SERVICE TO TRANSNET FREIGHT RAIL INFRASTRUCTURE TELECOMMUNICATION  
SYSTEM TO PROVIDE A BACKUP SUPPORT ON SOFTWARE FOR THE TRAIN COMMUNICATION  
SYSTEM ON THE COALLINE**

**FOR A PERIOD OF 2 YEARS**

**Section 5: 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

furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.

7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

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

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Indicate nature of relationship with Transnet:

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*[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 or 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:

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

**"PREVIEW COPY ONLY"**

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**RFP FOR THE PROVISION OF MAINTENANCE SERVICE TO TRANSNET FREIGHT RAIL  
INFRASTRUCTURE TELECOMMUNICATION SYSTEM TO PROVIDE A BACKUP SUPPORT ON  
SOFTWARE FOR THE TRAIN COMMUNICATION SYSTEM ON THE COALLINE**

**FOR A PERIOD OF 2 YEARS**

**Section 6: RFP CLARIFICATION REQUEST FORM**

RFP No: ERACSG517-18839

RFP deadline for questions / RFP Clarifications: Before 12:00 on 23 November 2015

TO: Transnet SOC Ltd  
ATTENTION: Sophie Goldstone  
EMAIL: Sophie.Goldstone@transnet.net  
DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_

RFP Clarification No: ERACSG517-18839

**REQUEST FOR RFP CLARIFICATION**

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Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



**RFP FOR THE SUPPLY OF  
MAINTENANCE SERVICE TO TRANSNET FREIGHT RAIL INFRASTRUCTURE TELECOMMUNICATION  
SYSTEM TO PROVIDE A BACKUP SUPPORT ON SOFTWARE FOR THE TRAIN COMMUNICATION  
SYSTEM ON THE COALLINE**

**FOR A PERIOD OF 2 YEARS**

**Section 7: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**1. INTRODUCTION**

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

**2. GENERAL DEFINITIONS**

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

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

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest

number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.

3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

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

4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.

4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.

4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.5 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.....

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**BID DECLARATION**

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
  - (a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
- (e) forward the matter for criminal prosecution.

**WITNESSES:**

1. ....

2. ....

SIGNATURE OF BIDDER
---------------------

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

**"PREVIEW COPY ONLY"**

**RFP FOR THE SUPPLY OF  
MAINTENANCE SERVICE TO TRANSNET FREIGHT RAIL INFRASTRUCTURE TELECOMMUNICATION SYSTEM TO  
PROVIDE A BACKUP SUPPORT ON SOFTWARE FOR THE TRAIN COMMUNICATION SYSTEM ON THE COALLINE  
FOR A PERIOD OF 2 YEARS**

**Section 8: 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 G appended hereto. [Refer Annexure G for further instructions]

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**ANNEXURE A TECHNICAL SKILLS CHECKLIST**

In accordance with section 10.3, tenderers are expected to complete and return the Technical Skills Checklist below with the tender submission.

SYSTEM/TECHNOLOGY	COMPETENT? Y/N*	EVIDENCE**
<b>OPERATING SYSTEMS</b>		
• Windows Server 2003/8		
• Windows 7		
• Windows XP Embedded		
<b>DATABASE DESIGN CONCEPTS</b>		
• Oracle 9/11 (DBA level)		
• Database Replication including ability to move database links between networks		
• SQL		
<b>PROGRAMMING LANGUAGES</b>		
• Visual Basic.net		
• C++		
• PIC CCS C Compiler		
<b>SUPPORT TOOLS, TECHNOLOGIES &amp; COMMUNICATION PROTOCOLS</b>		
• Greenleaf Com++ 4.0 communication libraries		
• Async Professional components for Delphi		
• AT Command set (Modem control)		
• Winsock 2		
• IDLE		
• TCP/IP		
• LAN/WAN		
• ESME		
• Panasonic PABX and interface software (switch)		
• Least Cost Routers/Premicell Rack		
• GPS (NMEA)		
• GSM voice & data calls and SMS		
• GIS systems (MapX)		
• Microsoft Framework 3.5		

"PREVIEW COPY ONLY"

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



<b>OTHER TECHNOLOGY/SOFTWARE</b>		
• PIC microcontrollers & programmers		
• Compact Flash Disk programmers		
<b>ADVANCED PC SKILLS</b>		
• Installation of PC interface cards		
• PC BIOS configuration		
• General PC maintenance		
• Remote desktop		
• VNC (WinVNC & VNC viewer)		

\* If competent, indicate with "Y", if not indicate with "N". If competent, tenderer must supply adequate supporting evidence as stated below

\*\* List qualifications, training certification or projects where exposure to technology/skill was gained and provide sufficient supporting evidence to this effect (certificates, qualifications, project details, etc.).

**NOTE: Failure to supply adequate supporting evidence will negate tenderer's competency for that particular skill set.**

"PREVIEW COPY ONLY"

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**ANNEXURE B EXPERIENCE AND QUALIFICATIONS MATRIX**

In accordance with section 10.4, tenderers are expected to complete and return the Experience and Qualification Matrix below with the tender submission. Tenderers to indicate number of years’ experience working with similar systems, relevant qualifications and whether the employee is in-house or subcontracting.

EMPLOYEE NAME	NO. YEARS EXPERIENCE	RELEVANT QUALIFICATIONS	IN-HOUSE/ CONTRACTOR?	CV ATTACHED Y/N?
<b>SOFTWARE ENGINEER/DEVELOPER – Technical Role (minimum 1)</b>				
<b>ELECTRONIC TECHNICIANS – Technical Role (minimum 2)</b>				
<b>QUALITY ASSURANCE OFFICER – Support/Admin Role (minimum 1)</b>				
<b>PROJECT MANAGER – Support/Admin Role (minimum 1)</b>				

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\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date & Company Stamp

**ANNEXURE C WORKSHOP TOOLS & EQUIPMENT CHECKLIST**

In accordance with section 10.5, tenderers are expected to complete and return the Workshop Tools & Equipment Checklist below with the tender submission. Tenderers to indicate whether or not they have the equipment/tool listed and the quantity and condition thereof.

TOOL/EQUIPMENT	CHECK	QUANTITY	SERVICABLE? (Y/N)*
Multimeters			
110V Power supplies			
Basic electronic tools and test equipment			
Oscilloscopes			
Test cables			
Telemeter test set			
HDLC test facility			
Compact flash disk programmers			
PIC microcontroller programmers			
BIOS program tools			
PC 104 extraction tools			
GPS & GSM antennas (TKR-150/450)			
Suitable work/test benches			
TCS handset and cradle interface			
Suitable laptops/PCs to interface to TCS and test equipment			

\*As indicated in section 11.4, all tools and equipment must be serviceable and properly configured and calibrated

**ANNEXURE D CONTRACTOR EXPERIENCE RECORD**

In accordance with section 4.1, tenderers are expected to complete and return the Contractor Experience Record below with the tender submission. Tenderers to list relevant project names and types (service/maintenance/construction/supply, etc.) and indicate the duration of the project and for whom (company) the project was undertaken. Include the project scope and a brief overview of the work undertaken by the contractor and, where possible, a reference person and their contact information.

PROJECT NAME	PROJECT TYPE	PROJECT DURATION	COMPANY	PROJECT SCOPE	BRIEF OVERVIEW OF WORK UNDERTAKEN	REFERENCE & CONTACT INFO

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**NOTE: Only include details of projects similar to the TCS Maintenance & Support Services Contract**

**ANNEXURE E SYSTEM SPECIFIC EXPERIENCE/TRAINING RECORD**

In accordance with section 16.1 & 16.2, the tenderer is required to complete and return the System Specific Experience & Training Record below with the tender submission. This will allow TFR to determine the readiness and capability of the contractor to commence with provision of TCS maintenance & support services immediately. If the event that the tenderer has limited or no prior experience with the TCS specifically, section **Error! Reference source not found.** is to be completed and returned. In the event that the tenderer has xtensive experience with the TCS, section is to be completed and returned.

**E 1. Limited/No Prior Experience/Training on the TCS System**

SYSTEM COMPONENT	SKILLS/KNOWLEDGE LACKING	PROPOSED SOLUTION*	START & END DATES	ESTIMATED TIMEFRAME REQUIRED TO RESOLVE
TCS CAB UNIT				
BOF, SERVERS & APPLICATIONS				
PDT INTERFACE				
			<b>TOTAL TIME REQUIRED:</b>	

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\* Proposed solution may include Formal Training Courses, Practical Exposure or any other relevant intervention that can be suggested to adequately address the skills gap identified. If Formal Course, provide course name and provider/presenter. If Practical Exposure, include details of where and how this is to transpire.

**E 2. Extensive/Expert Experience/Training on the TCS System**

SYSTEM COMPONENT	COURSES/TRAINING UNDERTAKEN*	TYPE OF TRAINING (FORMAL/ INFORMAL)	COMPETENCIES ACHIEVED & SKILLS OBTAINED	NO. YEARS OF PRACTICAL EXPOSURE TO SYSTEM COMPONENT	NO. OF COMPETENT PERSONNEL
TCS CAB UNIT					
BOF, SERVERS & APPLICATIONS					
PDT INTERFACE					

\* Please include training schedule or details of courses/training completed (dates, attendance registers, etc.)

**ANNEXURE F TECHNICAL REQUIREMENTS**

*Respondents are to complete this Annexure, giving sufficient detail to permit an accurate assessment of your/your company's technical abilities.*

Please note that applicable clauses refers to numbered sections in the Technical Specification document (BBG 5878) and that all the requirements as listed is in the specification are compulsory

Inability to provide these essential requirements will preclude your company's eligibility at Stage One of the evaluation process

**Technical Requirements**

**Only respondents who achieve 80% or more in this technical criteria assessment phase will proceed to the next evaluation phase**

Ref	Criteria	Requirements	Type of proof to be submitted	Applicable Clauses	YES	NO	DETAILS OF PROOF TO BE ATTACHED AND INDICATE PAGE NUMBER
1	<b>Prior Experience</b>	Furnish proof of having prior experience with systems and projects of a similar nature	Completed Contractor Experience Record (Annexure D)	4.1			
2	<b>Compliance to Standards</b>	Must be ISO 9001 compliant and SABS approved	Compliance certification	5.1 5.2			
3	<b>Technical Capacity &amp; Resources</b>	Demonstrate proficiency and skill in all TCS related systems and technologies	Completed Technical Skills Checklist (Annexure A) and supporting evidence	10.3			
		Availability of various skilled personnel, capable of rendering adequate maintenance and support to the TCS	Completed Experience and Qualifications Matrix (Annexure B) and supporting CVs	10.4			

		In-house workshop equipped with necessary spares, tools, and apparatus to perform TCS hardware maintenance	Completed Workshop Tools & Equipment Checklist (Annexure C)	10.5				
4	<b>Guaranteed Full-Time Technical Support</b>	Capable of accessing system remotely to provide back-up and support services	Technical Skills Checklist must indicate remote access software skills Workshop Tools & Equipment checklist must indicate access to suitable PC/laptop for remote access	10.6 14.1-14.2				
		Capable of providing full-time emergency system back-up and support services through a 24-hour technical emergency support call centre	Details and contact information of technical support call centre or direct contact person	4.2 8.3 10.7 12.3-12.4				
		Able to perform site visits in the event of system failures which cannot be resolved remotely	Indicated in the Escalation Procedure and Contingency Plan Flowchart for non-critical and critical system faults (Section 14)	13.1-13.2 14.2 14.5				
5	<b>Feasible Response &amp; Restoration Times</b>	Capable of responding to faults within times specified in Technical Specification	Indicated by time frames outlined in the Escalation Procedure and Contingency Plan Flowcharts for non-critical and critical system faults (Section 14)	13.1-13.2 14.4				
		Capable of restoring the system to full working order within times specified in Technical Specification	Indicated by time frames outlined in the Escalation Procedure and Contingency Plan Flowcharts for non-critical and critical system faults	13.1-13.2 14.1-14.7				
6	<b>Programme of Work</b>	Capable of providing service and support functions as detailed in technical specification to all TCS system components promptly and immediately i.e. no time lapse between awarding of contract and provision of service so that contractor can be adequately trained in system components (BOF, PDT & Cab Units)	<b>If inexperienced with regards to TCS:</b> Realistic training plan as per System Specific Experience & Training Record (Annexure E1) <b>If experienced with TCS:</b> Internal training records as per System Specific Experience & Training Record (Annexure E2)	7.1-7.2 8.1-8.6 9.1-9.3 16.1-16.2				



## ANNEXURE G: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers/Service Providers 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, 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 their ownership, management control, Supplier Development, Preferential Procurement and Enterprise Development will be maintained or improved over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

*Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.*

*Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.*

OWNERSHIP INDICATOR	Required Responses	Current Status (%)	Future Target (%)
1. The percentage of the business owned by Black <sup>2</sup> persons.	<i>Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
2. The percentage of your business owned by Black women.	<i>Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
3. The percentage of the business owned by Black youth <sup>3</sup>	<i>Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
4. The percentage of the business owned by Black persons living with disabilities	<i>Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		

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

3 "**Black youth**" means Black persons from the age of 16 to 35

MANAGEMENT CONTROL INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
5. The percentage of Black Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
6. The percentage of Black female Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
7. Black Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
8. Black female Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Other Executive Management	Required Response	Current Status (%)	Future Targets (%)
9. Black Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
10. Black Female Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Senior Management	Required Response	Current Status (%)	Future Targets (%)
11. Black employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day <b>senior management</b> of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of <b>overall strategy</b>, over the contract period.</i>		
12. Black female employees in Senior Management as a percentage of all senior	<i>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day <b>senior</b></i>		

management	<i><b>management</b> of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of <b>overall strategy</b>, over the contract period.</i>		
<b>Middle Management</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
13. Black employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the <b>middle management</b> cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the <b>day to day management</b> of the organisation, over the contract period.</i>		
14. Black female employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Black females that would be retained or appointed by the organisation in the <b>middle management</b> cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the <b>day to day management</b> of the organisation, over the contract period.</i>		
<b>Junior Management</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
15. Black employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
16. Black female employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers would be sustained or increased over the contract period.</i>		
<b>Employees with disabilities</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
17. Black employees with disabilities as a percentage of all employees	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>		

PREFERENTIAL PROCUREMENT INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
18. B-BBEE procurement spend from all Empowering Suppliers <sup>4</sup> based on the B-BBEE procurement recognition level as a percentage of total measured procurement spend	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</i>		
19. 20 B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i>		
20. B-BBEE procurement spend from Exempted Micro- Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i>		
21. B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black owned would be maintained or increased over the contract period.</i>		
22. B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i>		

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<sup>4</sup> **"Empowering Suppliers"** means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:

- (a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.
- (b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.
- (c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.
- (d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.

23. B-BBEE Procurement Spent from Designated Group <sup>5</sup> Suppliers that are at least 51% Black owned	<i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i>		
<b>SUPPLIER DEVELOPMENT INDICATOR</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Target (%)</b>
24. Annual value of all Supplier Development <sup>6</sup> Contributions made by the Measured entity as a percentage of the target	<i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</i>		
<b>ENTERPRISE DEVELOPMENT INDICATOR</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Target (%)</b>
25. The organisation's annual spend on Enterprise Development <sup>7</sup> as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives as a percentage of its Net Profit after Tax, over the contract period.</i>		

<sup>5</sup> "Designated Groups" means:

- a) unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
- b) black people who are youth as defined in the National Youth Commission Act of 1996;
- c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- d) black people living in rural and under developed areas; and
- e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

<sup>6</sup> "Supplier Development" means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

- (a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.

Supplier Development within the contest of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

<sup>7</sup> "Enterprise Development" means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

- (a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;