



TENDER NOTICE REQUEST FOR PROPOSAL

TRANSNET FREIGHT RAIL, a Division of Transnet SOC Ltd. invites all interested parties to respond to requests for Proposal (RFP) as indicated below:

RFP documents may be obtained on and after **Wednesday, 21 October 2015** at the RECEPTION, TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG during office hours 08h00 to 15h00 and a non-refundable tender fee as indicated below is applicable per tender.

For enquiries regarding collection of documents, contact **Morris Mhlongo / Anton Erasmus**, telephone No. 011 584-9230/1.

NOTE:

1. Payment is to be made to:
Account Name : Transnet Freight Rail
Account : Standard Bank
Account number : 20-178598
Branch code : 007805
2. The deposit slips must reflect the RFP number and the Company Name.
3. Receipt/s to be submitted when collecting the RFP document.

RFP: HOAC_HO_19779. BRIEFING SESSION: A formal compulsory briefing session will be held on Wednesday 04 November 2015 at 09H0. Please note that the address of location of the Briefing session is specified in the RFP Document. Respondents failing to attend the compulsory clarification meeting will be disqualified. Respondents without a valid RFP document in their possession will not be allowed to attend the compulsory clarification meeting.

Tender documents will only be available from **Wednesday, 21 October 2015 and must be collected before 15h00 on Tuesday, 03 November 2015.** (NB: No tenders will be issued after this deadline).

This tender shall close punctually at the following address: The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001.

Transnet Freight Rail urges Clients & Suppliers to report fraud/corruption at Transnet to TIP OFFS ANONYMOUS: 0800 003 056.

RFP documents may be viewed and downloaded (preview copies only) from the website by clicking on the request for proposal number that is highlighted in red on the website: (<http://www.transnetfreightrail.co.za/Website/tenders.html>)

PREFERENCE WILL BE GIVEN TO BBBEE COMPANIES IN TERMS OF TRANSNET'S BBBEE POLICY.

Transnet Hotline: 0800 003 056

Email: Transnet@tip-off.com : Fax Number: 0800 007 788: Freepost DN 298, uMhlanga Rocks, 4320

NB: As of 31 March 2016, Transnet will be advertising its bids solely on National Treasury eTender Publication Portal: www.etenders.gov.za

RFP NUMBER	DESCRIPTION OF REQUIREMENTS	TENDER FEE	CLOSING DATE	CONTACT PERSON
HOAC_HO_19779	RFP for the Provision of Road Transportation And Tipping Service For Containerized Coal from Balfour North CAB Terminal to Grootvlei Power Station for a period of 1 (One) Year with an option to extend for an additional year	R 1 000.00	17 November 2015 (12h00)	Boitumelo Manyakalle E-mail: boitumelo.manyakalle@transnet.net Tel No: 031-361-4517 Sarah Assegaai Email: Sarah.Assegaai@transnet.net

"PREVIEW COPY ONLY"



TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [SERVICES]

**FOR THE PROVISION OF ROAD TRANSPORTATION AND TIPPING SERVICE FOR
CONTAINERSIZED COAL AT FROM BALFOUR NORTH CAB TERMINAL TO GROOTVLEI
POWER STATION**

**FOR A PERIOD OF 1(ONE) YEAR WITH AN OPTION TO EXTEND FOR AN ADDITIONAL 1
(ONE) YEAR**

RFP NUMBER

HOAC_HO_19779

ISSUE DATE:

21 OCTOBER 2015

CLOSING DATE:

17 NOVEMBER 2015

CLOSING TIME:

12:00

BID VALIDITY PERIOD:

90 (Ninety) Business Days from Closing Date

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**RFP FOR THE PROVISION OF
TRANSPORTATION AND SPECIALISED TIPPING SERVICE FOR
CONTAINERSIZED COAL AT FROM BALFOUR NORTH CAB TERMINAL
TO GROOTVLEI POWER STATION
FOR A PERIOD OF 2 (TWO) 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**].

DESCRIPTION	PROVISION OF ROAD TRANSPORTATION AND TIPPING SERVICE FOR CONTAINERSIZED COAL AT FROM BALFOUR NORTH CAB TERMINAL TO GROOTVLEI POWER STATION FOR A PERIOD OF 1 (ONE) YEAR WITH AN OPTION TO ENTEND FOR AN ADDITIONAL 1 (ONE) YEAR
BID FEE AND BANKING DETAILS	<p>R 1 000.00 [inclusive of VAT] per set. Payment is to be made as follows:</p> <p>Bank: Standard Bank Account Number: 00 237 3963 Branch: Braamfontein Branch code: 004805 Account Name: Transnet Limited Head Office Reference: HOAC HO 19779</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.</p>
INSPECT / COLLECT DOCUMENTS FROM	<p>The Reception Tender Advice Centre Inyanga House 1 Ground Floor 21 Wellington Road Parktown Johannesburg</p>
ISSUE DATE AND COLLECTION DATE DEADLINE	<p>Between 09:00 and 15:00 from 21 October 2015 until 03 November 2015.</p> <p>Note: If a bid fee is applicable, payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFP documents.</p>
COMPULSORY BRIEFING SESSION	<p>Yes</p> <p>Refer to paragraph 2 for details.</p>
CLOSING DATE	<p>12:00 on Tuesday 17 November 2015</p> <p>Bidders must ensure that bids are delivered timeously to the correct address.</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
VALIDITY PERIOD	<p>90 Business Days from Closing Date</p> <p>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.</p>

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

2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at **1 Houer Road, Terminal Building, City Deep, Johannesburg** on the **04 November 2015**, at **09h00** for a period of ± 2 (two) hours. Thereafter, all Respondents and Transnet Representatives will attend a **physical site inspection of the Balfour CAB Terminal**. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 *A Certificate of Attendance in the form set out in Section 8 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFP briefing.*
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.
- 2.3 Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.

3 PROPOSAL SUBMISSION

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

The Secretariat, Transnet Acquisition Council	
RFP No:	HOAC_HO_19779
Description	PROVISION OF ROAD TRANSPORTATION AND TIPPING SERVICES FOR BALFOUR CAB TERMINAL FOR A PERIOD OF 1 (ONE) YEAR WITH AN OPTION TO EXTEND FOR AN ADDITIONAL 1 (ONE) YEAR
Closing date and time:	17 November 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 must be deposited in the Transnet tender box which is located at the main entrance of the Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, and must be addressed as follows:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
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 Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 4.4 No email or faxed responses will be considered, unless otherwise stated herein.
- 4.5 The responses to this RFP will be opened as soon as possible after the closing date and time. 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 BBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

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

Respondents are required to complete Section 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 Facilitators¹.

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

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

In terms of Section 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 Supplier Development Initiatives

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

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

As a prequalification criterion to participate in this bid, Respondents are required to provide a commitment that the monetary value of all SD initiatives to be undertaken by them will not be less than 20 % [Twenty percent] of the contract value.

*All Respondents must refer to Section 9 for instructions and complete Section 10 [Declaration of Supplier Development Commitments] as this is a mandatory returnable document. In addition, Respondents are required to submit a Supplier Development Plan and SD Value Summary, **Annexure B** and **C** as these are required as essential returnable documents.*

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

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

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

6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to Boitumelo Manyakalle before **12:00 on 12 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 Acquisition Council, at telephone number 011 544 9486, **email prudence.nkabinde@transnet.net** or facsimile number 011 774 9760 on any matter relating to its RFP Proposal.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date. Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

7 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 2 copies]** 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. 2 (Two) further duplicate set of documents are required. This second and third set must be copies of the original signed Proposal.
- 8.3 All 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
ROAD TRANSPORTATION AND TIPPING SERVICE FOR
CONTAINERSIZED COAL AT FROM BALFOUR NORTH CAB TERMINAL
TO GROOTVLEI POWER STATION
FOR A PERIOD OF 1 (ONE) YEAR WITH AN OPTION TO
EXTEND FOR AN ADDITIONAL 1 (ONE) YEAR**

Section 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Eskom, the state-owned power utility, is the primary base load power producer and distributor in South Africa. This power is generated mainly from fossil fuels namely coal, totalling an annual 88m metric tonnes. Historically the power stations were constructed in close proximity to coal mines supplying coal to the power stations with overland conveyor systems being the primary method of transporting coal from the mine to the power station stockyards. Over recent years, the sources of coal supply to power stations changed, resulting in a modal shift of transportation of several power stations to predominantly road and rail. Although conveyors are still the major transporter, approximately 36Mtpa is currently transported by road and 13Mtpa by rail.

The Transnet Freight Rail, Container and Automotive Business (CAB) provides rail services for containers and automotive units and has matured nationally to a position where after 7 years, a growth of 45% has been achieved. CAB managed to generate significant rail volumes and revenues through its capability to create route-to-market for the customers to mass evacuate product from origin to destination in large volumes on domestic and international flows. The growth in rail volumes of CAB during the 2014/15 financial period was for the 3rd consecutive year pointed out as one of the top 10 highlights by the Transnet Group CE, despite the depressed economic conditions experienced over a period of two years. This is achieved through the introduction of supply chain solutions that create value to customers and give them competitive advantages.

An opportunity now exists to further grow the containerised business by increasing the transportation of Eskom's primary energy source, namely coal, in open-top bulk containers from coal mines to power stations in line with the MDS projections and commitments.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its TRANSPORTATION OF CONTAINERIZED COAL FROM BALFOUR NORTH CAB TERMINAL TO GROOTVLEI POWER STATION, it also seeks to improve its current processes for providing these Services to its end user community in this location.

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

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

- 2.1 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Service Provider(s).

- 2.2 Transnet must receive proactive improvements from the Service Provider with respect to provision of Services and related processes.
- 2.3 Transnet's overall competitive advantage must be strengthened by the chosen Service Provider's leading edge technology and service delivery systems.
- 2.4 Transnet end users must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations and substitutions.
- 2.5 Transnet must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

- 3.1 The scope covers the supply and or manufacturing of 30 ton capacity Vehicles for the conveyance of containerised coal from the Balfour North Container Terminal to the Grootvlei Power station Coal Stockyard. The one way distance from the Balfour North Terminal and the Grootvlei Power Station Stockyard is 29 kilometres. The Tipper Truck has to be subjected to the Roshcon Technical compliance assessment and will be vetted by qualified inspectors and an approval disk will be issued on compliance. No vehicles will be allowed to enter any of the Eskom facilities without this pre-requisite and the display of the disk indicating compliance. Tenderer to note that all drivers will have to undergo the Roshcon induction process, with the submission of valid Code 14 licenses, professional drivers permits (PrDP) and recent medical certificates (to include test results to be confirmed by Eskom medical nurse). The Supplier has to submit a safety file that complies with Roshcon standards and formats and to be confirmed by the Roshcon Safety Manager.
- 3.2 The Detailed Specifications is hereby attached as part of the RFP Document **Annexure E: Specifications and Scope of Work**.

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 60%.

*Respondents must submit and provide proof of evidence requested as part of **Annexure A – Technical Submission which should be provided together with their response to their Request For Proposal submission.***

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

4 GREEN ECONOMY / CARBON FOOTPRINT

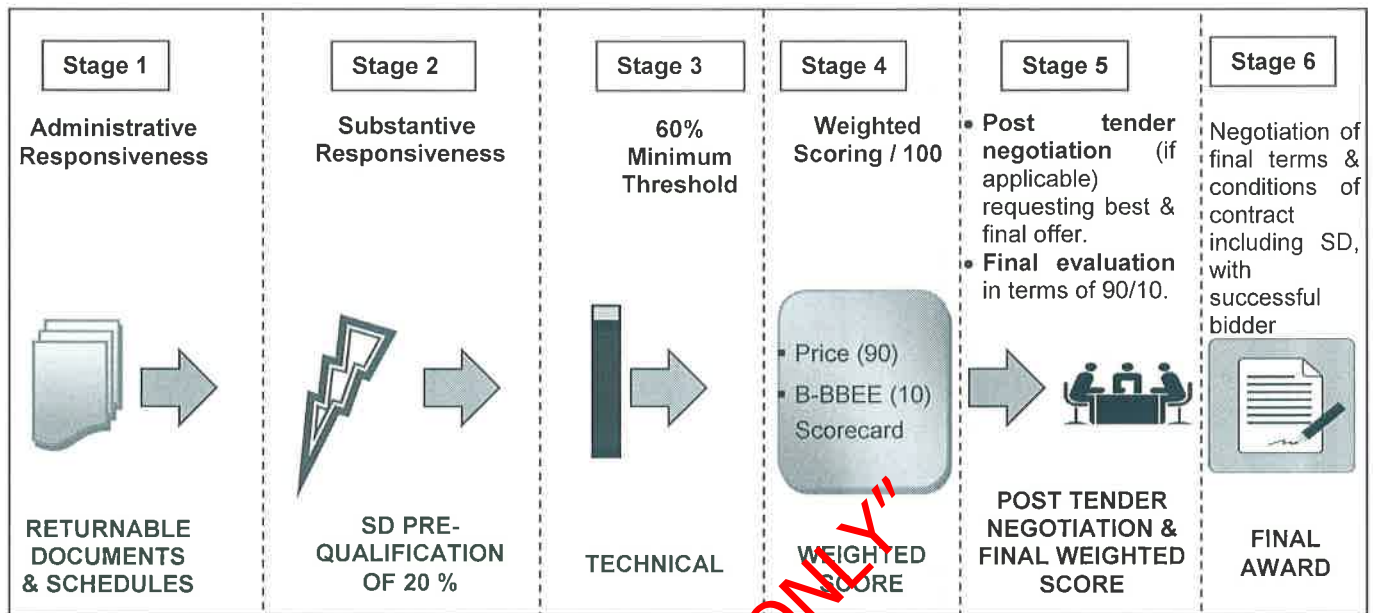
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling, oil and diesel spillage management plans and energy conservation. Please submit details of your entity's policies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

5 GENERAL SERVICE PROVIDER OBLIGATIONS

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

6 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred 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).

6.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 4</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 4, page 23 and 24</i>

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

6.2 STAGE TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met 	<i>Section 1 paragraphs 2.2, 6, 10.3</i> <i>Section 4 – validity period</i> <i>General Bid Conditions - clause 19</i> <i>Sections 10</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 3</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Whether any Technical pre-qualification set by Transnet have been met as follows: <ul style="list-style-type: none"> Clause by Clause Compliance to Specifications 	<i>Section 2 – Specifications</i> <i>Annexure E</i>
<ul style="list-style-type: none"> Whether the Bid contains a commitment that the monetary value of all SD initiatives to be undertaken by the Respondent will not be less than 20 % [Twenty percent] of the contract value. 	<i>Section 1 paragraph 5.3</i>
<ul style="list-style-type: none"> Entity's financial stability 	<i>Audited financial statements, Section 3 paragraph 7</i>

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

6.3 STAGE THREE: Minimum Threshold 60% for Technical Criteria

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

Technical Criteria	% Weightings	RFP Reference
1. Company Criteria	20	<i>Annexure A</i>
2. Functional and Maintenance Specifications	15	<i>Annexure A</i>
3. Supply Lead Times and Delivery Programme	10	<i>Annexure A</i>
4. Fleet Requirements	30	<i>Annexure A</i>
5. Risk Management Criteria	15	<i>Annexure A</i>
6. Safety Compliance Criteria	10	<i>Annexure A</i>
Total Weighting:	100%	
Minimum qualifying score required:	60 %	

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 [Stage Three] must be met or exceeded for a Respondent's Proposal to progress to Stage Four for final evaluation

6.4 STAGE FOUR: Evaluation and Final Weighted Scoring

a) Price Criteria [Weighted score 90 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	Section 3
• Commercial discounts ²	Section 3
• Price adjustment conditions / factors	
• Exchange rate exposure	

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

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

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

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

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

6.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Percentage [%]
Technical / functionality	60 %

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

7 STAGE FIVE: Post Tender Negotiations (if applicable)

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

8 STAGE SIX: Final Contract Award

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

IMPORTANT NOTICE TO RESPONDENTS

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net.

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

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TO GROOTVLEI POWER STATION
FOR A PERIOD OF 1 (ONE) YEAR WITH AN OPTION TO
EXTEND FOR AN ADDITIONAL 1 (ONE) YEAR**

**CLOSING VENUE: TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, INYANDA HOUSE 1, 21
WELLINGTON RD, PARKTOWN, JOHANNESBURG, 2001**

CLOSING DATE: 17 NOVEMBER 2015

CLOSING TIME: 12H00

VALIDITY PERIOD: 90 BUSINESS DAYS FROM CLOSING DATE

Section 3: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

Ref No	Description of Service Estimated Tonnage Transported and Tipped per month	Rate Per Ton (Excluding VAT)[ZAR]
1	20 000 – 30 000 tons of coal	
2	30 001 – 40 000 tons of coal	
3	40 001 – 50 000 tons of coal	
4	50 001 – 60 000 tons of coal	
5	60 001 – 70 000 tons of coal	
6	70 001 – 80 000 tons of coal	
7	80 001 – 90 000 tons of coal	
8	90 001 – 100 000 tons of coal	
9	100 001 – 110 000 tons of coal	
10	110 001 – 120 000 tons of coal	

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.
- Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 12 months, subject thereafter to adjustment (i.e. after the initial

Respondent's Signature

Date & Company Stamp

period of 12 months), utilizing the following price index/indices/adjustment formula. [Not to be confused with bid validity period Section 1, clause 1]:

Fuel Price Changes and Respective Market Indices

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

- e) Transnet Freight Rail requests all bidders to follow a Localisation of Staff/Drivers and utilisation of Fuel Refuelling facilities PRINCIPLE and Transnet Freight Rail will assist in this process. Bidders to indicate by YES or NO below:

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

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	
-----	--	----	--

2 PRICE REVIEW

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

3 SERVICE LEVELS

- 3.1 An experienced account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 3.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 3.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 3.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery

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

- 3.5 The Service provider must provide a telephone number for customer service calls.
- 3.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

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

4 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

- 4.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation services and related logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

Accepted:

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

If "yes", please specify details in paragraph 4.2 below.

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

5 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:

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

- 5.2 **Continuity of supply:**

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

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

6 REFERENCES

Please indicate below a minimum of **3 (three) company names and contact details of previous and/or existing customers** who ever used your Transportation and Tipping Service. Transnet will contact your references to seek third party evaluations of your equipment and your service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

7 FINANCIAL STABILITY

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

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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 8 [eight] 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 2 (two) years only.

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

ADDRESS FOR NOTICES

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

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

Name of Entity:

Facsimile:

Address:

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [the **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:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 3 : Pricing and Delivery Schedule	
ANNEXURE A : Technical Submission Evidence	
SECTION 10 : Declaration of Supplier Development Commitments	
ANNEXURE D: Paragraph 14: Structural Requirements Evidence Submissions	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	

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]
Receipt for payment of RFP documents/Or Copy [paragraph 1]	
SECTION 4 : Proposal Form and List of Returnable documents	
<ul style="list-style-type: none"> - Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7. Note: failure to provide these required documents at the closing date and time of the RFP will result in an automatic score of zero being allocated for preference - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement - Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years 	
SECTION 9 : Certificate of attendance of compulsory Site and RFP Briefing	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE B : Supplier Development Value Summary	
SECTION 5 : RFP Declaration and Breach of Law Form	
SECTION 7 : B-BBEE Preference Claim Form	
ANNEXURE C : Supplier Development Plan	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

By signing 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

Respondent's Signature

Date & Company Stamp

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. See attached **ANNEXURE F: Certificate of Acquaintance with RFP Documents**.

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

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

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

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 _____

Respondent's Signature

Date & Company Stamp

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

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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
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet;

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

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
10. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
11. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of _____	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"

Section 6: RFP CLARIFICATION REQUEST FORM

RFP deadline for questions / RFP Clarifications: Before 12:00 on 10 November 2015

TO: Transnet SOC Ltd
ATTENTION: The Tender Administrator
EMAIL: Boitumelo.manyakalle@transnet.net
DATE: _____
FROM: _____

RFP Clarification No [to be inserted by Transnet]

[illegible]

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

**RFP FOR THE SUPPLY OF
ROAD TRANSPORTATION AND TIPPING SERVICE FOR
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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.....

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:

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**RFP FOR THE PROVISION OF
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Section 8: CERTIFICATE OF ATTENDANCE OF RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

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

attended the RFP briefing in respect of the Proposed Services to be rendered in terms of this RFP on

_____ 20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

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Section 9: SUPPLIER DEVELOPMENT INITIATIVES

1.1 Aim and Objectives

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

The key focuses of the NGP include:

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

Transnet, as a State Owned Company [SOC], plays an important role to ensure these objectives are achieved. Therefore, the purchasing of goods and services needs to be aligned to Government's objectives for developing and transforming the local supply base. Transnet's mission is to transform its supplier base by engaging in targeted supplier development initiatives to support localisation and industrialisation whilst providing meaningful opportunities for Black³ South Africans with a particular emphasis on:

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

1.2 Supplier Development [SD]

To facilitate the implementation of Supplier Development initiatives, Transnet has adapted an existing framework from the Department of Public Enterprises [DPE]. This framework allows for a basic set of principles to be applied to appropriately targeted SD initiatives. Supplier development initiatives aim to build local suppliers who are competitive through building capability and capacity. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity Supplier Development Classification Matrix [IC³ Matrix]. Currently there are four quadrants of SD initiatives which Transnet

³ "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

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

As a prequalification criterion to participate in this bid, Respondents are required to provide a commitment that the monetary value of all SD initiatives to be undertaken by them will not be less than 20% [Twenty percent] of the contract value.

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

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

Category	Description
New Skills development	Skills transfer & skills education which will occur as a result of the award of contract
Job Creation	Number of jobs created resulting from the award of contract
Enterprise and Supplier Development	Encouragement for growth and the expansion of emerging local firms, through procurement and support mechanisms

- c) The **Supplier Development Plan** is to be submitted as a separate document, developed in line with the criteria set out in the **Supplier Development Value Summary**. The Supplier Development Plan is a detailed narrative document explaining the Respondent's Bid value as summarised in the Supplier Development Value Summary. The SD Plan should outline the type of activities you intend to embark upon should you be awarded the contract. This SD Plan should also provide an overview of what you intend to achieve, when, and the mechanisms whereby you will achieve those objectives. The SD Value Summary and SD Plan will represent a binding commitment on the part of the successful Respondent.

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

Notes for completion of the SD Plan:

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

1.3 Additional contractual requirements

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

- a) The Supplier will be required to submit a **Supplier Development Implementation Plan** within 45 [forty-five] calendar days from the signature date of a Letter of Intent [**LOI**]. This Implementation Plan represents additional detail in relation to the SD Plan providing an explicit breakdown of the nature, extent, timelines and monetary value of the SD commitments which the Supplier proposes to undertake and deliver during the term of the contract. Specific milestones, timelines and targets will be recorded to ensure that the Implementation Plan is in line with Transnet's SD objectives and that implementation thereof is completed within the term of the contract.
- b) The Implementation Plan may require certain additions or updates to the initial SD Plan in order to ensure that Transnet is satisfied that development objectives will be met.
- c) The Supplier will need to ensure that the relevant mechanisms and procedures are in place to allow for access to information to measure and verify the Supplier's compliance with its stated SD commitments.
- d) The Supplier will be required to provide:
 - (i) monthly status updates to Transnet for each SD initiative. [Detailed requirements will be provided by Transnet];
 - (ii) quarterly status reports for Transnet and the DPE. [Detailed reporting requirements will be provided by Transnet]; and
 - (iii) a final Supplier Development report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all SD components plus auditable confirmation of the Rand value contribution associated with each such SD commitment.
- e) All information provided by the Supplier in order to measure its progress against its stated targets will be auditable.
- f) The Supplier will be required to submit this Implementation Plan to Transnet in writing, within 45 [forty-five] calendar days after signature of a Letter of Intent [**LOI**], where after both parties must reach an agreement [signed by both parties] within 20 [twenty] calendar days. Transnet will reserve the right to reduce or increase the number of days in which the Supplier must submit its Implementation Plan if it is deemed reasonable, based on the degree of complexity of the SD initiative.
- g) The contract will be conditional on agreement being reached by the parties on the Implementation Plan submitted by the Supplier. Therefore failure to submit or thereafter to agree to the Implementation Plan within the stipulated timelines will result in the non-award of such a contract or termination thereof.
- h) Failure to adhere to the milestones and targets defined in an Implementation Plan may result in the invocation of financial penalties, to be determined at Transnet's discretion, as well as providing Transnet cause to terminate the contract in certain cases where material milestones are not being achieved.

1.4 Supplier Development Returnable Documents

Attached herewith is the following documentation:

- Declaration of Supplier Development Commitments – Section 10 [mandatory]
- SD Plan – Annexure C [essential]
- SD Value Summary – Annexure B [essential]

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

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Section 10: DECLARATION OF SUPPLIER DEVELOPMENT COMMITMENTS

I/We _____

hereby **agree** to commit that not less than 20% of the contract value will be spent cumulatively on Supplier Development Initiatives. This pre-qualification criterion must be discharged against the following Supplier Development categories as outlined in the Supplier Development Value Summary [Annexure B]:

- Skills development
- Job creation
- Enterprise and Supplier Development

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

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ANNEXURE A: TECHNICAL SUBMISSION/QUESTIONNAIRE			
Criteria	Requirements	Evidence Required	Scoring/Rating
1. Company Criteria			
1.1 Company Experience	Number of years' experience in the trucking industry or operating of specialised equipment or similar services.	Please supply experience in similar engineering designs and manufacturing with customer references and experience of hydraulic systems and related manufacturing	10 %
	Years of experience with Hydraulic systems (Design, Fitment, Repairs and Maintenance)	Please supply experience in similar operations and engineering designs and manufacturing with customer references and experience of hydraulic systems and related manufacturing	5 %
1.2 Company accreditations	Company to indicate affiliation and accreditation with Professional Engineering Design and Manufacturing bodies and authorities	Please provide details and evidence of Companies affiliation and accreditation with Engineering Design and manufacturing Bodies and Authorities	5 %
subtotal			20 %
2. Functional and Maintenance Specifications			
Replacement Spares	Supply spares list for all replacement parts that will be kept in stock for replacement on Tipper Trucks	Please supply spares list	5 %

Respondent's Signature

Date & Company Stamp

Maintenance footprint	Indicate capability to perform maintenance in Balfour area	Please provide company details to do so and lead times	5 %
Unscheduled Maintenance	Response time to Balfour North/Grootvlei site for repairs	Please provide details of recovery System , repairs and quality control report	5 %
subtotal			15 %
3. Supply Lead Times and Delivery Programme			
Lead Time	Provide a detailed delivery programme for manufacture and/or supply of vehicles	A weekly production capability and the lead time for ordering of material must be submitted	10 %
subtotal			10 %
4. Fleet Requirements			
Fleet size	Available fleet size to perform operations on a 24/6 basis	Please supply available fleet size	20 %
Fleet Age	Provide Fleet detail - Type, Registration Number & Year of manufacture	Please supply the Age of respective trucks and proof thereof	10 %
subtotal			30 %
5. Risk Management Criteria			
Risk	Risk Register addressing risks associated with scope of work with relevant risk mitigation measures	Please provide Risk register	15 %
	Environmental Management Plan with adequate mitigation measures	Please provide Environmental Management plan	
	Comprehensive Business Continuity Plan enabling	Please provide Continuity plan	

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Respondent's Signature

Date & Company Stamp

	business to continue with minimum interruption in event of disruption			
			subtotal	15 %
6. Safety Compliance Criteria				
Safety	SHE Management System Questionnaire	Refer to Appendix (iv) [SHE Management System Questionnaire] Bidders to note that a site visit will be conducted to inspect the shortlisted bidders' Operations to test compliance with SHEQ and Risk requirements.		10 %
			subtotal	10 %
			TOTAL	100 %
			MINIMUM THRESHOLD	60 %

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Respondent's Signature

Date & Company Stamp

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ANNEXURE D: SPECIFICATIONS AND SCOPE OF WORK

1. PURPOSE OF DOCUMENT

Transnet Freight Rail, Container and Automotive Business, a division of Transnet SOC Ltd, is seeking a 3PL service provider company that can both provide Container Transportation Vehicles and service needed to tip containerised coal at the Grootvlei Power Station, stockpile yard using Mining Tipping vehicles.

2. TRANSNET FREIGHT RAIL, CONTAINER AND AUTOMOTIVE BUSINESS

Transnet is a public entity, wholly owned by the Government of South Africa. As the owner and operator of South Africa's major transport infrastructure, Transnet is responsible for ensuring that the country's freight transportation system operates according to world-class standards and enabling economic growth as an integral part of the overall economy and meeting the Transnet Market Demand Strategy (MDS).

Transnet Freight Rail (TFR) is the largest division of the Transnet Group. It is a Heavy haul freight rail company that specialises in the transportation of bulk, containerised and automotive industry freight. The company maintains an extensive rail network across South Africa with its rail infrastructure representing about 80% of Africa's total. Transnet Freight Rail has positioned itself to become a profitable and sustainable freight railway business, assisting in driving the competitiveness of the South African economy.

The Container and Automotive business unit of TFR has adopted an aggressive market strategy by optimising flows on the Freight Rail's main corridors to achieve growth objectives in line with the Transnet, Market Demand Strategy (MDS). Transnet Freight Rail's core business lies in freight logistics solutions designed for customers in industry based business segments.

The purpose of this specification is to outline the services to be sourced and is to put together a sustainable solution for the Container and Automotive terminals to transport containerised coal from the Balfour North Container Terminal to the Grootvlei Power Station stock yard with an estimated round trip distance of 58 km with payloads of 30 Tons gross.

3. RESOURCE REQUIREMENTS

The resources required to deliver the required services are:

Specialised mining Tipper vehicles

- Supply of Rigid Tipper Trucks, inclusive of a 10% (Rounded up) technical allowance, for the duration of this agreement to cater for breakdowns and service replacement. Vehicles will operate on a 24/7 basis and will be designed to handle containers with a 30 Ton Payload. Units will be expected to handle an average of 2 train loads of 90 x 6m containers per 24 Hour period.
- The age of the individual trucks in the fleet supplied will also be use as part of the evaluation criteria.
- Sufficient qualified drivers to operate 3 x 8 Hr shifts per day, 7 days per week, in compliance with the Basic Conditions of Employment Act.
- Shift Supervisors to oversee operations on a real time basis.
- Same day mechanical assistance response and/or vehicle replacement

4. DAILY OPERATIONS

All vehicles will remain on site during operations. Twenty Foot Containers loaded with 30 Gross Tons of coal will be transferred from rail wagons by means of Reach Stackers to vehicles supplied. Each Container will be secured by means of 4 screw-down type of twist locks fitted to the Tipper container frame. The vehicles will be given a signal to proceed with the load to the offloading point at the stock yard.

The General workers on site will open the container door and signal to the driver to start the Tipping process. On completion of the Tipping of the container the driver will be signalled to proceed to the Terminal where the container doors will be closed and sealed, twist locks opened and the empty container transferred from Tipper Truck to an empty rail wagon. The truck driver will be given a signal to proceed to the next Reach Stacker that will repeat the cycle until the product on the train is offloaded.

Contractor to note that on-site maintenance shall be limited to minor repairs of the vehicles. All lubrication and preventative maintenance services have to be conducted off-site. The introduction of the permanent service will be from 1 January 2016 for the delivery of coal from the Balfour North Terminal/Grootvlei to the Grootvlei Power Station stockyard and continue for a period of 12 months with an option to extend for an additional 12 months. The intention is to sustain the running of 2 trains a day from January 2016 for the duration of the agreement. Each train will convey a maximum of 100 containers per trip. There will also be a -10% variance in these tonnages, depending on the dictates of the operational environment.

The Contractor will maintain a vehicle availability norm of 95% at all times. Allowance will be made for an additional 10% (rounded up) vehicle to ensure to cater for breakdowns and maintenance. These units will have to be kept on site and will be readily available for use in case of any breakdowns on the operating units. The Contractor shall deploy a full time Supervisor and maintenance technician per shift to manage, monitor and maintain the fleet on a full time basis to ensure they meet the prescribed targets. It should also be noted that this contract will include penalties for non-performance, and they

will be based on strict financial implications to suppliers that do not meeting agreed Key Performance Indicators (KPI's).

The initial planned annual throughput is One Million Tons (best case scenario), operating 24 Hours per day, 6 days per week, 312 days per annum. Eskom expects a continuous coal supply at a planned rate of 2 trains per day and with a planned availability of 312 working days per annum.

5. SCOPE

This detailed description defines the scope of work and/or scope of supply to be provided for and/or executed on the design, development, manufacture, supply, delivery, testing, commissioning, delivery and operation of Tipper trucks.

Where an activity is not specifically defined as to scope, e.g. inspect, check, etc. and cannot be priced until such inspection and/or check has been completed, the cost of any subsequent work is to be provided for in the Provisional Cost item for the discipline activities.

All equipment supplied under this contract shall be capable of performing effectively under the full range of conditions prevailing.

Pre-delivery acceptance tests shall be performed, witnessed and approved by the Project Manager or his authorized representative.

- a) This section sets out the broad scope of the tender;
- It covers the supply and manufacturing of 30 ton capacity Vehicles for the conveyance of containerised coal from the Balfour North Container Terminal to the Grootvlei Power station Coal Stockyard. The one way distance from the Balfour North Terminal and the Grootvlei Power Station Stockyard is 29 kilometres. The Tipper Truck has to be subjected to the Roshcon Technical compliance assessment and will be vetted by qualified inspectors and an approval disk will be issued on compliance. No vehicles will be allowed to enter any of the Eskom facilities without this pre-requisite and the display of the disk indicating compliance. Tenderer to note that all drivers will have to undergo the Roshcon induction process, with the submission of valid Code 14 licenses, professional drivers permits (PrDP) and recent medical certificates (to include test results to be confirmed by Eskom medical nurse). The Supplier has to submit a Safety file that complies with Roshcon standards and formats and to be confirmed by the Roshcon Safety Manager.

6. INSURANCE

The Contractor is required to provide Insurance cover on equipment when placed into operations.

7. CONDITIONS

Conditions in which the equipment must operate; the equipment will be operating between the Balfour North Terminal and the Grootvlei Power Station stockyard which is running on a 24/6 basis and completing 14 round trips per day, doing a total of 180 containers using Tipper trucks. The equipment will be subject to loading and offloading using Reach Stacker Container handling equipment and container loaded with coal can weigh up to 30 Tons Gross per unit.

8. PROJECTED ANNUAL VOLUMES OF COAL TONNAGES

Area of Operation	Number of Trips per Annum	Maximum Tonnage per Annum
Balfour North Terminal and Grootvlei Power Station	50 000	1 million tons

Please note that the above are the projected figures and Transnet Freight Rail will not be in a position to guarantee any volumes.

9. FUNCTIONAL REQUIREMENTS

The contractor will be required to provide a Site Supervisor and a Technician to be contactable at Operational Terminals on a 24/6 basis. The Tipper Trucks have to be fitted with satellite tracking to be monitored from a control room to manage fleet productivity, deviations from dedicated route, transit times and over speeding.

10. PERFORMANCE REQUIREMENTS

On successful completion of the supply and commissioning phases, the Contractor shall attend to any remaining defects and obtain a final handover certificate from the Project Manager.

The Contractor shall supply complete test certificates and all performance guarantees as appropriate and such prescribed statutory documents as required certifying that the equipment is legally compliant, in complete working order and that all working parts are effectively tested.

11. IMPLEMENTATION REQUIREMENTS

It should be noted that all equipment supplied to service this contract will be subjected to a technical inspection by a Team of Technical specialists representing Roshcon and Transnet Freight Rail and the final award will be made on the successful compliance with the technical specifications. Tenderers to note that a site inspection will be arranged at the bidders' operational premises to test compliance with Risk and safety standards that they have to comply with. This is a mandatory inspection and will be attended by the TFR Tender Adjudication Committee.

The successful supplier will be informed of their appointment and a TFR representative will liaise with supplier with respect to deployment dates of equipment in the respective area. The supplier will be involved in deployment planning meetings that will be held with Terminal Operations.

12. BASE LINE RISK ASSESSMENT AND ENVIRONMENTAL MANAGEMENT PLAN (EMP)

The successful candidate/supplier to do a base line Risk Assessment and EMP after being awarded the tender and it should be noted that this will form part of the conditions of the award.

13. HEALTH AND SAFETY

Compliance to the stipulations of the Occupational Health and Safety Act and Regulations, No 85 of 1993.

Compliance to the stipulations of the latest editions and/or amendments of the following Safety Regulations shall apply. In particular, Regulations relating to Construction of Works shall apply.

Any breach of any of these Safety Regulations shall constitute a breach of the Contract:

- Occupational health and safety (OHS) Act; No. 85 of 1993, as amended.
- The Employer's Safety Rules as applicable to the Site.

Any NOSA Safety Guidelines in force on the Site

All personnel to be issued and wear the appropriate/applicable PPE for the functions they perform on TFR premises.

Contractor has to submit a Safety file on or before the commencement of services and comply with Eskom's Safety requirements which will be made available on request. The safety file will be submitted to Eskom's Health and Safety practitioners for their scrutiny and approval. All Contractor staff to be deployed at the Balfour North Terminal has to submit doctors' certificates with certified results of test being performed by a registered medical practitioner. All staff to undergo the Eskom induction programme.

14. FLEET MANAGEMENT SYSTEM

Satellite tracking system installed in all vehicles with a control room manned on a 24/7 basis for the management of deviations from dedicated routes, excessive transit times and over speeding.	Please confirm availability of a tracking system and 24/7 monitoring.
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15. STRUCTURAL REQUIREMENTS OF THE VEHICLES

Criteria	Requirements	Evidence Required	Submitted
1. General assembly drawing	Provide a general assembly drawing of the Tipper Frame. The maximum allowable payload shall be indicated. Dimensions shall be indicated in metric units	Assembly drawing(s)	YES
2. Mechanisms drawings	Provides Tipping functionality mechanism drawings; including but not limited to: (a). Drawings showing the Tipper frame and hydraulic cylinder and its workings (uppermost limit safety position to be shown) (b). Detailed drawings showing ALL safety mechanisms/devices including the hydraulic systems.	Assembly drawings	YES
3. Centre of gravity	Determine the centre of gravity for the maximum payload scenarios, while discharging the product is in operation. It is required that operating mechanism can be stopped during tipping operation.	Centre of gravity calculation and confirmation that tipping process can be stopped and restarted by moving tipping operations mechanism.	YES
4. Structural integrity	The structural integrity of the Tipper Truck shall be analysed and a structural design report shall be provided to TFR for scrutiny. The structural design report shall include (but not limited to): (a) Material type and material properties used. (b) Static structural analysis of entire structure (including the main structure, sub-structure, platform whereby the container interface with the Tipping Frame and safety mechanisms/locking devices (c) All load cases indicating subsequent stress results. The load	Structural integrity	YES

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	cases are to be agreed upon between the manufacturer/designer and TFR (Technology Management, Mechanical Technology) Please note that it is essential that structural steel (Grade 350W or higher) be used in the critical/main areas of the structure. Bolts and nuts shall be of ISO metric dimensions Grade 8.8 to SANS 1700 and electro galvanised to BS 1706. Welding electrodes shall comply with SANS 455		
5. Structural design life	It is a mandatory requirement that the minimum design life of the entire Tipping Frame structure shall be 5 years without sustaining any permanent structural damage or deformation to the entire structure. A relevant fatigue analysis and weld calculations shall be provided in the structural design report.	Structural design report to be submitted	YES
6. Impact loads	The Tipping Frame shall be designed to sustain the reaction and inertia forces resulting from a single-ended impact that the Tipping Frame and truck will be subjected to without sustaining any permanent structural damage or deformation of any parts of the Tipping Truck especially when loaded and offloaded by means of Reach Stacker.	Calculations or physical tests.	YES
7. Structural tests	Note that the requirement for structural analysis requested in T4 above could be waived if the manufacturer can supply sufficient evidence of in-service proven history (as operated in a trucking environment) or if the structural design report is of such detail that is deemed unnecessary to conduct such structural tests	Structural tests	YES

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Date & Company Stamp

**RFP FOR
ROAD TRANSPORTATION AND TIPPING SERVICE FOR
CONTAINERSIZED COAL AT FROM BALFOUR NORTH CAB TERMINAL
TO GROOTVLEI POWER STATION
FOR A PERIOD OF 1 (ONE) YEAR WITH AN OPTION TO
EXTEND FOR AN ADDITIONAL 1 (ONE) YEAR**

ANNEXURE E: CLAUSE BY CLAUSE COMPLIANCE TO SPECIFICATIONS

The compliance response is to contain ONLY the following statements, "Comply", and "Do not comply".

Where "Do not comply" is applied, remarks as to the reason for the deviation from the requirement are required.

NB: This Annexure should be read and completed in conjunction with Annexure D: Specifications and Scope of Work of the RFP Document.

Clause	Compliance Response	Reason for Deviation
3.1 page 11		
1 page 47		
2 page 47		
3 page 47		
4 page 48		
5 page 49		
6 page 49		
7 page 49		
8 page 50		
9 page 50		
10 page 50		
11 page 50		
12 page 50		
13 page 51		
14 page 51		
15 page 52		

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ANNEXURE F: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

I/We _____

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the RFP Documents for the carrying out of the proposed supply for which I/we submitted my/our Proposal.

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

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

SIGNED at _____ on this _____ day of _____ 2015

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

SUPPLIER DEVELOPMENT VALUE SUMMARY					Annexure B		
INSTRUCTION AND NOTES FOR COMPLETION OF THE SD VALUE SUMMARY							
Respondents must complete this Annexure which summarises your Supplier Development [SD] Plan and related value commitments over the contract period.							
Do not populate the greyed out areas							
Populate the columns as requested in the SD MEASUREMENT column: NUMBER, PERCENTAGE, RAND VALUE excluding VAT, YES/NO and SD PLAN CROSS-REFERENCE							
Cross-reference the Value Indicators quoted under the column heading "SD PLAN CROSS-REFERENCE" with the corresponding section in your SD Plan.							
SD CATEGORY		SD MEASUREMENT	SD VALUE INDICATORS			SD BID DOCUMENT CROSS-REFERENCE	
			NUMBER	RAND VALUE excluding VAT	YES/NO		
1 Skills Development		New skills development initiatives indicate your company's commitment to skills education, and how this would match with targeted groups. Consideration needs to be directed towards the adequate quality and value of proposed skills development to allow for better evaluation in line with Government objectives					
1.1		Total Number and Rand value of people to be trained over the contract period					
1.1.1		Number and Rand value of Blacks* to be trained over the contract period as per point 1.1 above					
1.1.2		Number and Rand value of Black women to be trained over the contract period as per point 1.1 above					
1.2		Number and Rand value of Youth to be trained over the contract period [where "Youth" means individuals between the ages of 16 - 35 years]					
1.2.1		Number and Rand value of Blacks* Youth to be trained over the contract period as per point 1.2 above					
1.2.2		Number and Rand value of Black Youth (WOMEN) to be trained over the contract period as per point 1.2 above					
1.3		Number and Rand value of persons with disabilities to be trained over the contract period					
1.3.1		Number and Rand value of Blacks* Disabled to be trained over the contract period as per point 1.3 above					
1.3.2		Number and Rand value of Black Disabled Women to be trained over the contract period as per point 1.3 above					

SD CATEGORY	SD MEASUREMENT	SD VALUE INDICATORS			SD BID DOCUMENT CROSS-REFERENCE
		NUMBER	RAND VALUE excluding VAT	YES/NO	
1.4	Is the level of the training offered above in compliance with the National Qualification Framework guidelines [NQF] / South African Qualification Association (SAQA)? - Yes/No [Please indicate]				
1.5	Number and Rand value of higher education bursaries and/or scholarships to be offered by your company [provide details in your SD Bid Document]				
Job Creation	The potential for job creation directly due to the award of this business allows for assessment of your company's intentions in terms of the Government's objective to increase labour absorption focusing on unskilled workers and the youth				
2					
2.1	Total Number and Rand value of new skilled jobs to be created due to award of contract:				
2.1.1	Number and Rand Value of new skilled jobs to be created in rural areas as per point 2.1 above				
2.1.2	Number and Rand Value of new skilled jobs for "Black" individuals as per point 2.1 above				
2.1.3	Number and Rand Value of new skilled jobs for Black women as per point 2.1 above				
2.1.4	Number and Rand Value of new skilled jobs for Black Youth [where "Youth" means individuals between the ages of 16 - 35 years] as per point 2.1 above				

SD CATEGORY	SD MEASUREMENT	SD VALUE INDICATORS			
		NUMBER	RAND VALUE excluding VAT	YES/NO	SD BID DOCUMENT CROSS- REFERENCE
3	Enterprise and Supplier Development	These SD value measurements give an indication of your commitment to developing small businesses in line with the Government's New Growth Path (NGP) and B-BBEE requirements			
3.1	Rand Value of projected procurement spend from businesses with an annual turnover of less than R50 million [QSEs]				
3.1.1	Rand Value of projected procurement spend from Black Youth Owned companies as per point 3.1 above				
3.1.2	Rand Value of projected procurement spend from Black Women Owned companies as per point 3.1 above				
3.1.3	Rand Value of projected procurement spend from Black Owned companies as per point 3.1 above				
3.2	Rand Value of projected procurement spend from businesses with an annual turnover of less and equal to R10 million [EMEs]				
3.2.1	Rand Value of projected procurement spend from Black Youth Owned companies as per point 3.2 above				
3.2.2	Rand Value of projected procurement spend from Black Women Owned companies as per point 3.2 above				
3.2.3	Rand Value of projected procurement spend from Black Owned companies as per point 3.2 above				
ESTIMATED RAND VALUE TOTAL OF SUPPLIER DEVELOPMENT COMMITMENT, EXCLUDING VAT :			R 0.00		

ANNEXURE C: SUPPLIER DEVELOPMENT PLAN

Transnet requires that all Respondents submit a **Supplier Development Plan** demonstrating how they will discharge their commitments made in the Supplier Development Value Summary.

The Supplier Development Plan is a detailed narrative document explaining the Respondent's SD proposal as summarised in the Supplier Development Value Summary.

Respondents must compile the SD plan, with an understanding of Supplier Development as detailed and described in the SD Guideline Document and further guided by the specific requirements mentioned below.

Important Notes for completion of SD Plan:

- (i) Respondents are urged to pay careful attention to the compilation of the SD Plan since it, together with the SD Value Summary, represents a binding commitment on the part of the successful Respondent.
- (ii) Respondents are required to address each of the categories under the detailed SD Description as a minimum for submission. This is however not an exhaustive list and Respondents are not limited to these choices when compiling each section.
- (iii) Respondents must ensure that the SD Value Summary submission and the SD Plan submission are accurately cross-referenced with each other.

Minimum SD plan requirements

The SD Plan should outline the type of activities you intend to embark upon should you be awarded the contract. This SD Plan should also provide an overview of what you intend to achieve, by when, and the mechanisms to be used to achieve those objectives.

Category	Description
New Skills development	Skills transfer & skills education which will occur as a result of the award of contract
Job Creation	Number of jobs created resulting from the award of contract
Enterprise and Supplier Development	Encouragement for growth and the expansion of emerging local firms, through procurement and support mechanisms

SUPPLIER DEVELOPMENT PLAN

1. Supplier Development Executive Summary

.....

.....

.....

2. Supplier Development plan per category:

2.1. Skills development

2.2. Job creation

2.3. Enterprise and Supplier Development

Conclusion

.....

Respondent's Signature

Date & Company Stamp

Tenderer SHE Management System Questionnaire

This questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

TFR may verify the accuracy of this information (where necessary) during the physical visit as part of the tender evaluation.

The information provided in this questionnaire is an accurate summary of the company's SHE management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer SHE Management System Questionnaire	Yes	No
1. SHE Policy and Management		
- Is there a written company SHE policy?		
- If yes provide a copy of the policy (ANNEXURE #)		
- Does the company have an SHE Management system e.g NOSA, OHSAS, IRCA System etc		
- If yes provide details		
- Is there a company SHE Management System, procedures manual or plan?		
- If yes provide a copy of the content page(s)		
- Are the SHE responsibilities clearly identified for all levels of Management and employees?		
- If yes provide details		
2. Safe Work Practices and Procedures		
- Are safe operating procedures or specific safety instructions relevant to its operations available?		

- If yes provide a summary listing of procedures or instructions		
- Is there a SHE incident register? If yes provide a copy		
- Are Risk Assessments conducted and appropriate techniques used? - If yes provide details		
3. SHE Training		
Describe briefly how health and safety training is conducted in your company:		
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records		
4. SHE Workplace Inspection		
- Are regular health and safety inspections at worksites undertaken? -If yes provide details		
- Is there a procedure by which employees can report hazards at workplaces? - If yes provide details		
5. SHE Consultation		
- Is there a workplace SHE committee?		
- Are employees involved in decision making over SHE matters? - If yes provide details		
- Are there appointed SHE representatives? - Comments		
6. SHE Performance Monitoring		
- Is there a system for recording and analysing health and safety performance statistics including injuries and		

THIS SAFETY DOCUMENT IS RETURNABLE BY THE TENDERER

incidents? - If yes provide details		
- Are employees regularly provided with information on company health and safety performance? - If yes provide details		
Is company registered with workmen's compensation and up to date? - If yes provide proof of letter of good standing		
- Has the company been fined or convicted of an occupational health and safety offence? - If yes provide details		

Safety Performance Report

Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period

Signed
(Tenderer)