



TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP]

FOR THE SUPPLY AND DELIVERY OF MOBILE DRIVER TRAINING SIMULATORS FOR SCHOOL RAIL RUBBER WHEELS TRAINING DURBAN KZN ON A ONCE-OFF BASIS

RFP NUMBER CRAC_DNR_20105
ISSUE DATE: 03 DECEMBER 2015
CLOSING DATE: 07 JANUARY 2016
CLOSING TIME: 10:00
BID VALIDITY PERIOD: 90 Business Days from Closing Date

"PREVIEW COPY ONLY"

SCHEDULE OF BID DOCUMENTS

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**RFP FOR THE SUPPLY AND DELIVERY
OF MOBILE DRIVER TRAINING SIMULATORS
FOR SCHOOL OF RAIL RUBBER WHEELS TRAINING
IN DURBAN KZN ON A ONCE-OFF BASIS**

Section 1: NOTICE TO BIDDERS

1 INVITATION TO BID

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

DESCRIPTION	SUPPLY AND DELIVERY OF MOBILE DRIVER TRAINING SIMULATORS FOR SCHOOL RAIL RUBBER WHEELS TRAINING DURBAN KZN ON A ONCE-OFF BASIS
BID FEE AND BANKING DETAILS	This RFP is issued free of charge.
INSPECT / COLLECT DOCUMENTS FROM	The office of the Secretariat, Reception Supply Chain Services D-Sections 100 Egl Road Bayhead Durban
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 09:00 and 15:00 from 03 December 2015 until 11 December 2015
COMPULSORY BRIEFING SESSION	Yes Refer to paragraph 2 for details.
CLOSING DATE	10:00 on Thursday 07 January 2016. Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	90 Business Days from Closing Date. Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.

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

2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at 100 Eel Road, Supply Chain Services Building, Bayhead, Durban on the **14 December 2015**, at **10h00** for a period of ± 2 (two) hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.
- 2.2 Respondents without a valid RFP document in their possession will not be allowed to attend the site meeting and/or RFP briefing.

3 PROPOSAL SUBMISSION

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

The Secretariat, Transnet Acquisition Council
 RFP No: CRAC_DNR_20105
 Description: SUPPLY AND DELIVERY OF MOBILE DRIVER TRAINING SIMULATORS FOR SCHOOL RAIL RUBBER WHEELS TRAINING DURBAN KZN ON A ONCE-OFF BASIS
 Closing date and time: 07 JANUARY 2016
 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

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.

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.

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.

6 COMMUNICATION

6.1 For specific queries relating to this RFP an RFP Clarification Request Form should be submitted to [boitumelo.manyakalle@transnet.net] before **12:00 on 22 December 2015**, substantially in the form set out in Section 6 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 may be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

7 CONFIDENTIALITY

7.1 All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Goods, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

8 INSTRUCTIONS FOR COMPLETING THE RFP

- 8.1 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 8.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Proposal.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFP albeit that it was included in the other.
- 8.4 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**
- 8.5 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.6 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

9 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Supplier**] shall be in full and complete compliance with any and all applicable laws and regulations.

10 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Transnet reserves the right to:

- 10.1 modify the RFP's Goods and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 not necessarily accept the lowest priced Proposal or an alternative bid;
- 10.5 reject all Proposals if it so decides;
- 10.6 withdraw the RFP on good cause shown;
- 10.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.8 award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFP;
- 10.9 split the award of the contract between more than one Supplier, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.10 make no award of a contract;
- 10.11 should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document. Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

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

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

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Section 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

The delivery of practical driver training skills is increasingly becoming a critical element in the eliminating of road vehicle incidents and accidents in Transnet Freight Rail. Currently the School of Rail, Rubber Wheels Driver Training Department only uses theoretical and practical on road driver training methods to train TFR road vehicle drivers. The acquired effort will improve the current training methodology and add relevant technology and equipment in line with global best practice in human capital development.

The review of School of Rail's training programs and the needs for internal customers indicate a need to continue with sound balance between the theoretical and practical on road components of training and the simulation aspect before the actual "on road" practical training is carried out. Whilst this is currently being done for some courses, it has become increasingly necessary to ensure that the simulator-based curriculum integration is achieved in order to produce well-rounded and qualified professionals who have been thoroughly exposed to all aspects of competency development.

Utilizing simulators is an integral part of training. It gives learners an opportunity to apply all the theoretical and practical aspects of driving (in context) before introduction to the more expensive operating equipment or before introduction to practical on road driving complex which are not necessarily conducive learning.

Specific skills development and training needs on aspects of road vehicle driving were identified as a key priority for the transport sector in South Africa. This need have been identified by various national stakeholders, including TETA and Centre for Scientific and Industrial Research (CSIR)

Competent employees in various Operating Divisions of Transnet are critical in order to drive future growth, enhanced accountability, governance and operational efficiency of the company's logistics chain.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its School of Rail Rubber Wheels Training in Durban KZN, it also seeks to improve its current processes for providing these Goods to its end user community throughout its locations.

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

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

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

3 SCOPE OF REQUIREMENTS

- 3.1 This simulator is regarded as a complex training tool designed as a modular structure with easy-to-add functionalities. The simulators can be used in the development of various scenarios that can be specifically focused to suit the requirements. The objective is to provide training in every aspect of vehicle driving activities. Training should improve the knowledge, skills and attitude of all TFR drivers.
- 3.2 Detailed Specifications are annexed as **Annexure B: 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 50 %.

*Respondents must complete and submit **Annexure A – Technical Submission which includes a technical questionnaire**.*

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

4 GREEN ECONOMY / CARBON FOOTPRINT

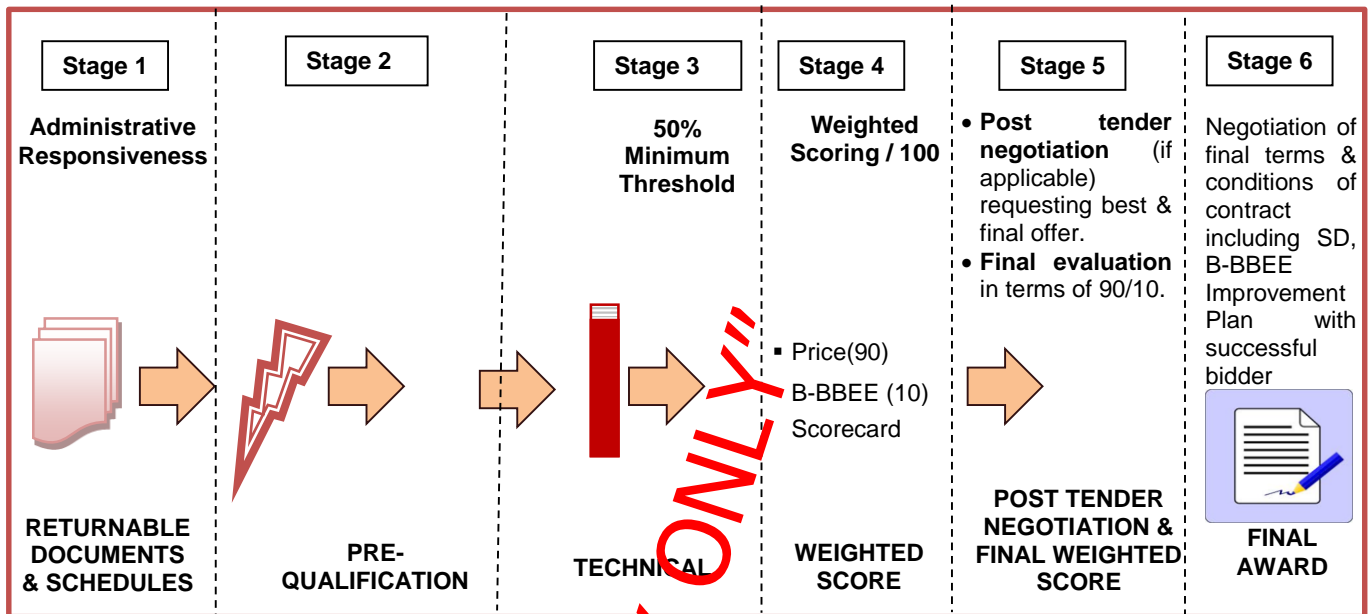
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. Please submit details of your entity's policies in this regard.

5 GENERAL SUPPLIER OBLIGATIONS

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

6 EVALUATION METHODOLOGY

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



. Step 2 pre-qualifications criteria and mandatory returnable documents

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 24 and 25</i>

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

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, 6.2 Section 4 – validity period</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 3</i>

Check for substantive responsiveness	RFP Reference
<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"> Clause by clause Compliance to Specifications and Scope of Work 	<i>Section 2 – Specifications/Scope of Work Annexure C</i>

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

6.3 STAGE THREE: Minimum Threshold of 50% for Technical Criteria and Functional Requirements

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

Technical Evaluation Criteria	% Weightings	RFP Reference
<ul style="list-style-type: none"> Delivery Programme 	100 %	<i>Section 2 paragraph 6.3 & Section 3</i>
Total Weighting:	100%	
Minimum qualifying score required:	50 %	

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

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

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

6.4 STAGE FOUR: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> Commercial offer 	<i>Section 3</i>
<ul style="list-style-type: none"> Total Cost of Ownership / Continuous Improvement 	<i>Section 2 paragraph 16</i>
<ul style="list-style-type: none"> Service and maintenance costs Commercial discounts² Price adjustment conditions / factors Exchange rate exposure 	<i>Section 3</i>

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.

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 Section 4.1 of the B-BBEE Preference Points Claim Form.

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

Threshold	Minimum Percentage [%]
Technical	50 %

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

6.6 **STAGE FIVE: Post Tender Negotiations (if applicable)**

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

6.7 **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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IN DURBAN KZN ON A ONCE-OFF BASIS
CLOSING VENUE: TRANSNET FREIGHT RAIL ACQUISITION COUNCIL,
INYANDA HOUSE 1, 21 WELLINGTON RD, PARKTOWN,
JOHANNESBURG, 2001
CLOSING DATE: 07 JANUARY 2016
CLOSING TIME: 10H00
VALIDITY PERIOD: 90 Business days**

Section 3: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

ITEM NO	DESCRIPTION OF ITEM	UNIT	QUANTITY	TOTAL PRICE OF ITEM [ZAR]
1	Mobile Driver Training Simulator		2	
TOTAL PRICE, exclusive of VAT:				

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) 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.
- c) Prices are to be quoted on a delivered basis to School of Rail Rubber Wheels Training Campus, 100 Eel Road, Bayhead, Durban.
- d) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) at the final evaluation stage if offered on an unconditional basis.
- e) Where a Respondent's price(s) includes imported content, the rate of exchange to be used must be the currency's rate published by the South African Reserve Bank 7 [seven] calendar days prior to the closing date of this RFP:
Currency rate of exchange utilised: _____
- f) Manufacturing and delivery lead time calculated from date of receipt of purchase order: _____ weeks.
- g) 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 period of 12 months), utilizing the following price index/indices/adjustment formula. [Not to be confused with bid validity period Section 1, clause 1]

Information Technology and Software related costs OR Market Indices

YES	
------------	--

Respondent's Signature

Date & Company Stamp

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 Supplier] will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Supplier's price(s) is/are found to be higher than the benchmarked price(s), then the Supplier shall match or better such price(s) within 30 [thirty] 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 MANUFACTURERS

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

3.1 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

3.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

4 INSPECTION DETAILS

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

4.1 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

4.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

5 IMPORTED CONTENT

The Respondents must state hereunder the value and percentage of the imported content as well as the country of origin in respect of each item tendered for:

RFP ITEM NO / DESCRIPTION.	VALUE	% COST	COUNTRY OF ORIGIN

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

6 EXCHANGE AND REMITTANCE

The attention of the Respondents is directed to clause 6.6 [Exchange and Remittance] of the General Bid Conditions. If Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or supplier, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

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

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

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

6.4 Beneficiary details:

Name [Account holder] _____
 Bank [Name and branch code] _____
 Swift code _____
 Country _____

6.5 _____ [Applicable base date of Exchange Rate used]

Respondents are advised that should a contract be awarded for deliveries on an "as and when required" basis, any future remittance(s) to overseas principals/suppliers, as instructed above, will be based on the currency rate of exchange related to the contractual price of the Goods at that time.

Respondents should note that Transnet would prefer to receive fixed price offers expressed in South African Rand [ZAR].

7 EXPORT CREDIT AGENCY SUPPORTED FINANCE

In order to finance its payment obligations under a future contract where foreign transactions are involved, Transnet may consider raising debt financing [an **ECA Facility**] from one or more banks or financial institutions, with the benefit of export credit agency [**ECA**] credit support to be provided by an ECA.

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide [and/or cause the Parent/OEM to provide, as applicable] to Transnet and the banks and financial institutions that may participate in the ECA Facility all such assistance as an importer of Goods and/or Services, which are eligible for ECA credit supported finance by an ECA, is generally required to provide for the purposes of obtaining ECA support;

- b) not to do or [as Supplier of the relevant eligible Goods or services] omit to do anything, which may adversely affect Transnet's prospects of qualifying for or, once obtained, maintaining ECA credit support by an ECA in respect of an ECA Facility.

All cost, expenses, charges and liabilities incurred by Transnet in establishing an ECA Facility with credit support from an Export Credit Agency, may be for the account of Transnet.

8 SERVICE LEVELS

- 8.1 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.
- 8.2 Transnet will have quarterly reviews with the Supplier's account representative on an on-going basis.
- 8.3 Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 8.4 The Supplier guarantees that it will achieve a 90% [ninety per cent] service level on the following measures:
 - a) On-time delivery
 - b) Compliance to Response times
 - c) Trouble Shooting Service and Remote Diagnostic
 - d) On-call/Site assistance
- 8.5 The Supplier must provide a telephone number for customer service calls.
- 8.6 Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Supplier of its intention to do so.

Acceptance of Service Levels:

YES	
------------	--

NO	
-----------	--

9 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

- 9.1 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 14.2 below.

9.2 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.

10 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Supplier, in relation to:

10.1 **Quality and specification of Goods delivered:**

10.2 **Continuity of supply:**

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

11 REFERENCES

Please indicate below a minimum of 3 company names and contact details of previous or existing customers whom Transnet may contact to seek third party evaluations of your service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

12 FINANCIAL STABILITY

Respondents are required to submit their latest audited financial statements for the past 2 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: _____

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

**RFP FOR THE SUPPLY AND DELIVERY
OF MOBILE DRIVER TRAINING SIMULATORS
FOR SCHOOL OF RAIL RUBBER WHEELS TRAINING
IN DURBAN KZN ON A ONCE-OFF BASIS**

Section 4: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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

_____ carrying on business trading/operating as _____

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with shortlisted bidder(s).

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

I/We hereby offer to supply the abovementioned Goods at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

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

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

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

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

Respondent's Signature

Date & Company Stamp

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Goods within 12 [twelve] 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 Once-Off only with a Maintenance Agreement for a period of 24 (twenty four) months.

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods due to non-performance by ourselves, failure to meet commitments. In addition, I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

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

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

Name of Entity:

Facsimile:

Address:

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

Transnet requires a validity period of 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. _____

Respondent's Signature

Date & Company Stamp

(ii) Registered name of company / C.C. _____

(iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

RETURABLE 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	
ANNEXURE C: Clause by clause compliance to Specifications and Scope of Work	

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 [paragraph 1]	
SECTION 4 : Proposal Form and List of Returnable documents	
- Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7. Note: failure to provide these required documents at the closing date and time of the RFP will result in an automatic score of zero being allocated for preference	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 8 : Certificate of attendance of compulsory RFP Briefing Session	

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

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 sTransnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

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

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

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

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

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

Transnet Operating Division	Unique Vendor Number	Yes / No
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 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

**RFP FOR THE SUPPLY AND DELIVERY
OF MOBILE DRIVER TRAINING SIMULATORS
FOR SCHOOL OF RAIL RUBBER WHEELS TRAINING
IN DURBAN KZN ON A ONCE-OFF BASIS**

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 5 and/or 6 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

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

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

**RFP FOR THE SUPPLY AND DELIVERY
OF MOBILE DRIVER TRAINING SIMULATORS
FOR SCHOOL OF RAIL RUBBER WHEELS TRAINING
IN DURBAN KZN ON A ONCE-OFF BASIS**

Section 6: RFP CLARIFICATION REQUEST FORM

RFP No: CRAC_DNR_20105

RFP deadline for questions / RFP Clarifications: Before 12:00 on 22 December 2015

TO: Transnet SOC Ltd
ATTENTION: Boitumelo Manyakalle
EMAIL [Boitumelo.manyakalle@transnet.net]
DATE: _____
FROM: _____

RFP Clarification No [to be inserted by Transnet]

REQUEST FOR RFP CLARIFICATION

Respondent's Signature

Date & Company Stamp

"PREVIEW COPY ONLY"

**RFP FOR THE SUPPLY AND DELIVERY
OF MOBILE DRIVER TRAINING SIMULATORS
FOR SCHOOL OF RAIL RUBBER WHEELS TRAINING
IN DURBAN KZN ON A ONCE-OFF BASIS**

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 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 Provider, 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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Section 8: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING SESSION

It is hereby certified that –

1. _____

2. _____

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

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

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

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ANNEXURE A: TECHNICAL SUBMISSION

Delivery Programme	Scoring Matrix	Minimum Threshold	Points Available
Delivery Programme	4 – 8 weeks for delivery = 100	75	100
	8 – 10 weeks for delivery = 75		
	10 - 12 weeks for delivery = 50		
	> 12 weeks for delivery = 25		

PROPOSED DELIVERY PROGRAMME	
------------------------------------	--

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ANNEXURE B: SPECIFICATIONS AND SCOPE OF WORK

1. BACKGROUND

The delivery of practical driver training skills is increasingly becoming a critical element in the eliminating of road vehicle incidents and accidents in Transnet Freight Rail. Currently the School of Rail, Rubber Wheels Driver Training Department only uses theoretical and practical on road driver training methods to train TFR road vehicle drivers. The acquired effort will improve the current training methodology and add relevant technology and equipment in line with global best practice in human capital development.

The review of School of Rail's training programs and the needs for internal customers indicate a need to continue with sound balance between the theoretical and practical on road components of training and the simulation aspect before the actual "on road" practical training is carried out. Whilst this is currently being done for some courses, it has become increasingly necessary to ensure that the simulator-based curriculum integration is achieved in order to produce well-rounded and qualified professionals who have been thoroughly exposed to all aspects of competency development.

Utilizing simulators is an integral part of training. It gives learners an opportunity to apply all the theoretical and practical aspects of driving (in context) before introduction to the more expensive operating equipment or before introduction to practical on road driving complex which are not necessarily conducive learning.

Specific skills development and training needs on aspects of road vehicle driving were identified as a key priority for the transport sector in South Africa. This need have been identified by various national stakeholders, including TETA and Centre for Scientific and Industrial Research (CSIR) Competent employees in various Operating Divisions of Transnet are critical in order to drive future growth, enhanced accountability, governance and operational efficiency of the company's logistics chain.

2. ROAD VEHICLE DRIVER TRAINING SIMULATORS & SCOPE

This simulator is regarded as a complex training tool designed as a modular structure with easy-to-add functionalities. The simulators can be used in the development of various scenarios that can be specifically focused to suit the requirements. The objective is to provide training in every aspect of vehicle driving activities. Training should improve the knowledge, skills and attitude of all TFR drivers.

3. CONCEPT/SPECIFICATIONS – MOBILE ROAD VEHICLE SIMULATORS

The simulators will be used to provide training for various role players, respectively, within the TFR operations environment, and therefore must provide for:

- Business Units:
 - Agriculture and Bulk Liquids
 - Container and Automotive
 - Iron Ore and Manganese
 - Mineral Mining and Chrome
 - Steel and Cement
- Target Group:

- Professional drivers
- All other employees who are utilising company vehicles for official duties
- Grades includes:
 - Service drivers
 - Truck drivers
 - Technicians
 - Yard officials
 - Track masters
 - Track workers
 - Security officials
 - Linesmen
 - Section managers
 - Infra workers

An advantage of the Mobile Driver Training Simulator is that it will also serve as a "mobile training centre" that can be transported to depots.

4. FACILITATORS TRAINING

Facilitators will be trained by the Service Provider to be able to utilise the simulators for the following functions:

- Train and assess drivers on road rules, regulations and signs
- Conduct Code B, EB and C1 practical driving base line assessments on learners
- Train the learners on K53, Code B, EB and C1 practical driving (South Africa Standard)
- Conduct Code B, EB and C1 practical driving formative assessments on learners
- Conduct Code B, EB and C1 practical driving summative assessments on learners

5. SIMULATOR FEATURES

The simulator features must therefore include the following, but not limited to:

5.1 Simulator layout (Hardware):

- 2 x Mobile trailers, each fitted with 2 x simulators (code B and C1)
- 2 x Simulators (code B and C1) fitted in 2 mobile trailers
- Driving station: car and truck on a motion platform system, with video and audio
- Steering wheel: force-feedback system
- Instructor station: to allow the trainer to remotely controlling the training
- Technical rack: computers, electrical and electronic equipment
- Printer
- Motion system: seat motion
- Field-of-view for the front: 180°

5.2 Trailer layout:

- Single axle, manufactured from lightweight metal
- 2 x Simulators fitted per trailer (1 x Code EB and 1 x Code C1)
- Single entry door (curb side rear)
- Air-conditioned
- 2 x Air vents
- 1 x Spare wheel (Tools)
- 1 x Fire extinguisher
- 3 x Electric power points
- 2 x internal lights
- Stand-alone instructor's operating station

- Mirrors view, LED monitors, 3-mirrors (Left, right and inside)
- Air-conditioning

5.3 Approximate dimensions of mobile trailers:

- Length: 6031mm
- Width: 2257mm
- Height: 2467mm

-The mobile trailers should preferably made of / manufactured with a Fibreglass body / shell

5.4 Simulator layout (software):

- Virtual training environment: city, countryside
- Road signs, markings and signals must be fully compliant with South-African rules of the road
- City: must include \pm 75 km of streets and roads, tunnels, intersections, traffic lights, intersections and traffic circles
- Country: must include \pm 75 km of main and secondary roads, bicycle lanes, slopes, gravel, trees on the side, speed bumps and isolated buildings, industrial area, rivers and lakes

5.5 (Graphics) Traffic:

- Taxis
- Cars
- Slow vehicles, tractors (agriculture) and garbage truck
- Police car with siren, emergency vehicles
- Two-wheeled: motorbike, scooter and bicycle
- Train
- Virtual pedestrians

5.6 Weather and time of the day (controlled by instructor):

- Night, dawn, twilight
- Fog, rain variable intensity, windscreen wipers are represented
- Wind effect on driving

6. KNOWLEDGE MIGRATION

The Service Providers will be expected to fulfil the following:

- Deliver the simulator, in full working order.
- Installation of the simulator hardware.
- Installation of the software, including databases which must include an agreement for software updates over a clearly specified period and any applicable proprietary software licensing policies.
- Provide train-the-trainer courses to MSoE Training personnel.
- Provide training for School of Rail Rubber Wheels Training Manager and Simulator Facilitators. Step by step training will be given in the use of the modules, back-up and restore procedures, start-up and stop procedures, basic data input, converting functional design into technical design, creating scenarios in the simulator, running scenarios and availability to provide technical assistance during training of the above.
- Provide for Maintenance and a Warrantee Programme (Post-commissioning and Delivery System Support) with maintenance schedules, for a specific period and timeframe.
- Provide Knowledge Migration in respect of the Operational Framework, Scenario Development, and Facilitator Guides for the Simulator.
- Propose how the overall engagement between the supplier and the client will be managed.
- Indicate how local capacity and/or local content will be incorporated into the delivery model of the supplier.
- Clearly indicate how knowledge migration will be tracked and monitored to ensure institutional capacity building of the client. Knowledge migration must ensure that training

facilitators/instructors:

- have knowledge on how to plan and implement training facilitation
- possess good training facilitation principles and methodologies
- are able to implement facilitation using various methods
- are skilled in managing groups
- possess good presentation skills
- are able to effectively transfer information
- have an understanding of the Driving Simulator programmes
- are able to brief students on simulator exercises
- are able to create simulator exercises in order to achieve predetermined training objectives
- are able to guide students through simulator exercises
- are able to debrief the students with the aid of the simulator to verify whether the students have reached the set training goals and objectives

7. KEY CONSIDERATIONS APPLICABLE TO POST COMMISSIONING AND DELIVERY OF THE SIMULATOR FOR THE PURPOSES OF A TRANSNET-SERVICE PROVIDER COOPERATION INCLUDE:

7.1 Service Provider Responsibility

Overall Responsibility and Service Warranty

7.1.1. The Service Provider shall have the overall responsibility for performing maintenance and support of the System covered by the Proposed Contract.

7.1.2. The Service Provider assumes all responsibility for any material damage on or to the System as a result of services carried out by the Service Provider's representatives. In case of such damage, the Service Provider shall ensure that the System is repaired and restored to normal operating condition, at no cost to Transnet.

8. SUPPORT ORGANISATION

The Service Provider shall provide a support organisation chart identifying Transnet and the Service Provider contact persons for contractual matters, operational/technical matters, telephone/telefax numbers, e-mail address, including normal working hours customer support telephone numbers.

9. MAINTENANCE LOGGING SYSTEM

The Service Provider shall provide a maintenance log dedicated to the System, to enable the Service Provider and Transnet to monitor, evaluate and analyse the System Support Program.

10. RESPONSE TIME

The Service Provider shall, upon receipt of a request for assistance, commence the trouble shooting and rectification work based on the following arrangements:

Notification of support	Commencement of rectification work
For trouble shooting:	Within the next Working Day.
For on-site service:	Service Provider system specialist shall depart within two (5) Working Days

11. ADEQUATE TECHNICAL SUPPORT

The Service Provider warrants maintaining adequate resources, expertise, and capacity to offer the total support required for the System in terms of technical assistance, documentation, System updating, and training of Transnet's instructors for the duration of the Proposed Contract.

12. OPERATIONAL LIFE

The Service Provider warrants that from the date the System is accepted under the Proposed Contract, the operational life of the System shall be extended for the duration of the Proposed Contract.

13. TROUBLE SHOOTING SERVICE AND REMOTE DIAGNOSTIC

The Service Provider shall provide phone-in assistance during normal working hours per day, and shall promptly respond by telephone, telex, telefax, or mail. The Service Provider warrants the availability of adequate technical support as long as the Proposed Contract is in effect, the cost for such services shall be the responsibility of the Service Provider.

Note: The Service Provider will comply with TFR confidentiality agreement regarding restriction from, obtaining by view, copy or transfer of Transnet Personnel information who will be trained on the Simulators.

14. ON-CALL ON/SITE ASSISTANCE

Site visits by the Service Provider representative are covered by the Proposed Contract as follows:

Scheduled visits up 2 (two) per year	Each up to 3 (three) working days duration, including cost of travelling, accommodation and living expenses
Scheduled on-call visits up to 6(six) per year	Excluding cost of travelling, accommodation and living expenses

15. SYSTEM UPDATES

The system will be updated every time when new proprietary software versions are released. System updates should be included in the maintenance agreement.

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**ANNEXURE C: CLAUSE BY CLAUSE COMPLIANCE TO SPECIFICATIONS AND SCOPE OF
WORK**

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 39		
2 page 39		
3 page 39		
4 page 40		
5 page 40		
6 page 41		
7 page 42		
8 page 42		
9 page 42		
10 page 42		
11 page 42		
12 page 43		
13 page 43		
14 page 43		
15 page 43		

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ANNEXURE D: 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

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