

**TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP]**

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE  
PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN  
OPTION TO EXTEND FOR (1) ONE YEAR - GSM/15/01/1214**

**RFP NUMBER** GSM/15/01/1214  
**ISSUE DATE:** 10 JANUARY 2015  
**CLOSING DATE:** 03 MARCH 2015  
**CLOSING TIME:** 12:00  
**BID VALIDITY PERIOD:** 90 days from Closing Date

**COMPULSORY BRIEFING SESSION:** 19 FEBRUARY 2015  
**VENUE:** JOHANNESBURG, 150 COMMISSIONER STREET  
CARLTON CENTRE, 18<sup>TH</sup> FLOOR, IKAGENG  
TRAINING ROOM  
**STARTING TIME:** 10:00

## SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1: NOTICE TO BIDDERS .....	5
1 INVITATION TO BID.....	5
2 FORMAL BRIEFING .....	6
3 PROPOSAL SUBMISSION .....	6
4 DELIVERY INSTRUCTIONS FOR RFP.....	7
5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS.....	8
6 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS.....	9
7 COMMUNICATION .....	11
8 INSTRUCTIONS FOR COMPLETING THE RFP.....	12
9 COMPLIANCE .....	12
10 DISCLAIMERS .....	12
11 LEGAL REVIEW .....	13
SECTION 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS.....	14
1. PURPOSE.....	14
2. BACKGROUND.....	14
3. OBJECTIVE .....	15
4. SCOPE, PROJECT DELIVERABLES AND REPORTING.....	15
5. DESIGN CRITERIA.....	17
6. DELIVERABLES.....	18
7. PRICING.....	22
8. APPLICABLE STANDARDS.....	23
9. THE PROJECT MANAGEMENT CONTROLS WILL BE AS PER THE PROJECT LIFECYCLE PROCESS (PLP) PROCESS. GREEN ECONOMY / CARBON FOOTPRINT.....	23
10. GENERAL SERVICE PROVIDER OBLIGATIONS.....	23
11. EXCHANGE AND REMITTANCE .....	23
12 SERVICE LEVELS .....	24
13 RISK .....	24
14 EVALUATION METHODOLOGY .....	26
SECTION 3: PRICING AND DELIVERY SCHEDULE .....	32
SECTION 4: PROPOSAL FORM .....	34
SECTION 5: VENDOR APPLICATION FORM .....	40

SECTION 6: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS .....	43
SECTION 7: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS .....	44
SECTION 8: CERTIFICATE OF ACQUAINTANCE WITH THE GENERAL BID CONDITIONS - SERVICES.....	46
SECTION 9: CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET .....	47
SECTION 10: RFP DECLARATION FORM .....	48
SECTION 11: BREACH OF LAW FORM .....	51
SECTION 12: RFP CLARIFICATION REQUEST FORM .....	52
SECTION 13: SUPPLIER INTEGRITY PACT .....	53
SECTION 14: CERTIFICATE OF ATTENDANCE OF RFP BRIEFING .....	54
SECTION 15: B-BBEE PREFERENCE POINTS CLAIM FORM.....	55
SECTION 16: CERTIFICATE OF ACQUAINTANCE WITH NON DISCLOSURE AGREEMENT .....	62
SECTION 17: SUPPLIER DEVELOPMENT INITIATIVES.....	63
SECTION 18: DECLARATION OF SUPPLIER DEVELOPMENT COMMITMENTS .....	67

**RFP ANNEXURES:**

ANNEXURE A: SD PRE-QUALIFICATION

ANNEXURE B: SUPPLIER DEVELOPMENT VALUE SUMMARY

ANNEXURE C: SUPPLIER DEVELOPMENT PLAN

ANNEXURE D: B-BBEE IMPROVEMENT PLAN

**RFP APPENDICES:**

APPENDIX (i) GENERAL BID CONDITIONS

APPENDIX (ii) TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET

APPENDIX (iii) SUPPLIER DEVELOPMENT GUIDELINE DOCUMENT

APPENDIX (iv) NON DISCLOSURE AGREEMENT

**RFP LIST OF ACRONYMS**

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
DAC	Divisional Acquisition Council
EME	Exempted Micro Enterprise
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
OD	Transnet Operating Division
PPPFA	Preferential Procurement Policy Framework Act
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SD	Supplier Development
SME	Small Medium Enterprise
SOC	State Owned Company
TAC	Transnet Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR**

**Section 1: NOTICE TO BIDDERS**

**1 INVITATION TO BID**

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

<b>DESCRIPTION</b>	<b>RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR - GSM/15/01/1214</b>
<b>BID FEE AND BANKING DETAILS</b>	<p>R100.00 [inclusive of VAT] per set. Payment is to be made as follows:</p> <p>Bank: Standard Bank</p> <p>Account Number: 00 237 3963</p> <p>Branch: Braamfontein</p> <p>Branch code: 004805</p> <p>Account Name: Transnet Limited Head Office</p> <p>Reference: GSM/15/01/1214</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>
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	<p>The Procurement Office,</p> <p>Room 801</p> <p>8<sup>th</sup> Floor</p> <p>Carlton Centre</p> <p>Commissioner Street</p> <p>Johannesburg</p>
<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	<p>Between 09:00 and 15:00 from 10 February 2015 until 17 February 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>

<b>CLOSING DATE</b>	<p><b>12:00 on Tuesday 03 March 2015</b></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>
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Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

## 2 FORMAL BRIEFING

A formal briefing session will be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 6 *[Communication]* below:

A compulsory briefing session will be conducted at 150 Commissioner Street, Johannesburg, Carlton Centre, on the 18<sup>th</sup> Floor, Ikageng Training Room on the **19 February 2015** at 10h00 for a period of  $\pm$  3 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 *A Certificate of Attendance in the form set out in Section 14 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** RFP briefing.*
- 2.2 *Transnet will not be held responsible if any Bidder who did not attend the compulsory session subsequently feels disadvantaged as a result thereof.*
- 2.3 *Respondents failing to attend the compulsory RFQ briefing will be disqualified.*
- 2.4 *Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.*
- 2.5 *The briefing session will start punctually at 10:00 and information will not be repeated for the benefit of Respondents arriving late.*

## 3 PROPOSAL SUBMISSION

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

The Secretariat, Transnet Acquisition Council

RFP No: GSM/15/01/1214

Description RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR - GSM/15/01/1214

Closing date and time: 03 March 2015 at 12:00

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

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

## **4 DELIVERY INSTRUCTIONS FOR RFP**

### **4.1 Delivery by hand**

If delivered by hand, the envelope is must be deposited in the Transnet tender box which is located at the main entrance of the Office Block, Carlton Centre, 150 Commissioner Street, Johannesburg, and must be addressed as follows:

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

- a) The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located at the street level outside the main entrance in Commissioner Street and is accessible to the public 24 hours a day, 7 days a week.

### **4.2 Dispatch by courier**

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

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

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 4.4 No email or faxed responses will be considered, unless otherwise stated herein.
- 4.5 The responses to this RFP will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of responses, disclose to any other company any confidential

details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

4.6 Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

## **5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS**

As described in more detail in the attached BBBEE 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 and sub-contracting**

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, or who wish to subcontract to B-BBEE entities, must acquaint themselves with the requirements as stipulated in the General Bid Conditions and must state their intention to do so in their RFP submission.

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 a certified copy of the B-BBEE Verification Certificate indicating the B-BBEE status of the JV and/or the sub-contractor/s.

### **5.2 Supplier Development Initiatives**

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

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

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 18 for instructions and complete Section 18 [Declaration of Supplier Development Commitments] as this is a mandatory returnable document. In addition, Respondents are required to submit a, Supplier Development Prequalification, Supplier Development Plan and SD Value Summary, **Annexure A, C and B** as these are required as essential returnable documents.*

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

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

## **6 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS**

Transnet fully endorses and supports the Government's objective of Broad-Based Black Economic Empowerment and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. All procurement transactions will be evaluated accordingly.

### **6.1 B-BBEE Scorecard and Rating**

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below R1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to be exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable. When Transnet invites prospective Service Providers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

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 starting 11 October 2013 and 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.

After the transitional period, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

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 01 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Section 15 [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.**

#### 6.2 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 15 [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.

#### 6.3 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 Facilitators<sup>1</sup>.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than

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

25% [twenty-five per cent] 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 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.

In terms of Section 15 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.

#### 6.4 B-BBEE Improvement Plan

Transnet encourages its Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of **Annexure D** appended hereto. *[Refer to Section 19 and Annexure D for further instructions]*

## 7 COMMUNICATION

- 7.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to [Mmusetsi Mohlomi] at [mmusetsi.mohlomi@transnet.net](mailto:mmusetsi.mohlomi@transnet.net) (011) 308 2364 before **12:00 on 23<sup>rd</sup> February 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.
- 7.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 011 308 3528/3522, email TAC.SECRETARIAT@transnet.net or facsimile number 011 308 3967 on any matter relating to its RFP Proposal.
- 7.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 7.4 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.

## **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.
- 8.4 A CD copy of the RFP Proposal must be submitted. Please provide files in MS Word / Excel format, not PDF versions, noting that the signed original set will be legally binding.
- 8.5 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**
- 8.6 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.7 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 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; or
- 10.10 make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been found guilty of a serious breach of law during the preceding 5 [five] years, including but not limited to

breaches of the Competition Act 89 of 1998. Respondents are required to declare such serious breach of law during the past 5 [five] years in Section 11 [*Breach of Law*].

Furthermore, Transnet reserves the right to visit the Respondent's place of manufacture and/or workshop and/or office premises during this RFP process.

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.

Transnet reserves the right to lower the thresholds for Technical by **10%** [**ten** percent] if no Bidders pass the predetermined minimum thresholds in respect of the Technical Evaluation.

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

## **11 LEGAL REVIEW**

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to  
TIP-OFFS ANONYMOUS : 0800 003 056**

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR**

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

**1. PURPOSE**

The purpose of this document is to provide the scope of work related to the printing requirements of Planning Integration for the Long-term Planning Framework (LTPF) and related documents. Printing of a diverse set of documents is required to support Transnet's infrastructure planning functions and the stakeholder engagement process of the Planning Integration team. Included in the set of documents are:

- An annual LTPF Executive Summary (2015 and 2016);
- Transnet Demand Book (Two for 2015 and one for 2016);
- LTPF System Framework reports between January 2015 and March 2017;
- Capital Book (Two for 2015 and one for 2016); and
- A number of LTPF Position Papers / SIP Books over the period.

This entails the designing, editing, compilation, typesetting and printing of the documents at various intervals over the two year period (to be interpreted as Transnet financial years). The scope also includes quality checking, proof reading and final delivery of the printed works. All documents created must be produced in accordance with Transnet standards and the Transnet corporate identity and style guides which will be provided.

**2. BACKGROUND**

Transnet's Long-term Planning Framework (LTPF) defines the organisation's long-term port, rail and pipeline infrastructure development needs based on a macroeconomic freight demand forecast. Other planning aspects such as sustainability, energy and capital planning are also covered in the LTPF. The LTPF has evolved over time and is now published as a "framework", to be used as a guide, by all the Operating Divisions in Transnet in developing their respective plans which forms an integral component of the 7-year Corporate Plan of Transnet. The LTPF is envisaged to evolve further over the next couple of years with LTPF position papers (or system reports), addressing specific Transnet "systems" such as the mining system, the coal system, etc., being published on a regular basis during a financial year with a full update of the LTPF Executive Summary printed every year. These documents are published and printed in book form with all the supporting PowerPoint slides of all the figures, maps, slides, etc. contained within the publication. It is envisaged that henceforth four such position papers will be published annually.

The next full LTPF Executive Summary will be published again in June 2015 and annually thereafter in June of every year. In addition to these publications as part of the annual planning cycle a Demand Book (unconstrained), for September of a year, as well as an Aligned Demand Book, for April of a year, is to be published for use at the planning workshops held in April and September respectively. At the same time a separate Capital Book will be published for these two planning workshops. In addition the Planning and Integration Group is endeavouring to build a much more detailed and comprehensive set of source documents or Body of Knowledge (BOK). This entails a much more comprehensive set of data, information and source documents of all the publications. The latter however does not form part of the printing set.

### **3. OBJECTIVE**

This scope of work is intended to provide the requirements for the printing of the various LTPF publications. Pricing is hereby sought to assist Transnet in establishing a publications budget over the said period as well as select a service provider to perform the listed works. The series of books to be printed in the defined period must be quoted for and a full suite of services are sought including project management, typesetting, design, DTP, print, quality checking, editing and proof reading as well as the supply of electronic versions on completion of the approved work.

It is envisaged that this SOW comes into effect in March 2015 and that it remains valid until either the budget or time expires. This process is managed by Group Planning responsibility of the Manager: LTPF Production and Policy Alignment.

### **4. SCOPE, PROJECT DELIVERABLES AND REPORTING**

The objective is therefore for the service provider to assume responsibility for the following:

- Design of a "look and feel" on an annual basis for the publications published in a calendar year (each financial year has a set of publications that must have the same look and feel);
- Layout, language editing of the copy of the different publications and adherence to the Transnet style guide and corporate identity for the production of documents. It must be noted that this is a continuation of publications that have already been printed and the formatting and design criteria is already established. Some of the books are developed by Transnet in-house and only require finalisation prior to printing;
- Quality checking and standards benchmarking. The quality of the documents published must be of the highest quality and be comparable with international publications of the same calibre. Transnet will not accept documents that fall short on quality standards. All publications must have an extended shelf life and be used continually as a reference source document; hence the longevity of the produced document is imperative.

- Production of all the PowerPoint slides of all the relevant material contained in the publications according to Transnet guidelines and in the same the "look and feel" as approved (this means production of a completed set of PowerPoint slides for each book produced – in addition to typesetting and printing);
- To support the project management printing of the publications together with the Manager: LTPF Production to ensure that publications are delivered in the correct formats and in accordance with agreed timelines. This includes attending planning meetings, hosted by the Manager: LTPF Production and allocating resources to complete the necessary works;
- The provision of a project schedule to meet the various printing deadlines of the given book sets;
- To proof read and quality check all documents. This includes the general alignment and look and feel of each book. All books to be standardised and a template for the annual set of books should be applied across all books;
- To manage documents related to the publication including document management and version control, which will also include minutes of meetings and consistent application of any 'agreements or decisions made' recorded in writing;
- Preparing the document in the relevant software for publishing purposes from the source files received from Transnet, which comes in various forms. It is the responsibility of the service provider to utilise the raw files as submitted in VARIOUS file formats (i.e. Word, Excel, PowerPoint and PDF) and covert these into workable documents for DTP (desk top publishing);
- Printing a set number copies of the book as well as supplying the full set of PowerPoint slides; print quantities of each book will be confirmed at each printing interval;
- To project manage the production of the publications in such a way that budget constraints are respected and that quoted prices are adhered to. Transnet's current cost containment drive must be acknowledged and supported by the service provider;
- Providing Transnet with 3 sets of proofs for each book. Each proof must be provided in print format and Transnet will thus be provided with 3 iterations of corrections to documents. The 3rd proof will be the proof that is signed off for final print. Any iterations after the 4th proof are acknowledged to be authors' corrections.
- To provide an electronic copy of each of the book sets, as created in the various chapters, in PDF, PowerPoint AND Word formats; and
- Transnet would also require a full set of all the soft copies of the final work in Word, PowerPoint AND PDF.

An understanding of the content and best possible means of reporting on the content data and graphics delivered by the content owners, etc. is required and a necessity. It is therefore imperative that the supplier takes the time to understand the Group Planning business in order to translate strategic



information into workable design documents. Transnet does not envisage a “cut and paste” service, but rather a service that is holistically value adding.

## **5. DESIGN CRITERIA**

- Each of the design criteria elements as well as the requirements of the detailed scope must be factored into the quoted price as these are expected deliverables on the part of the supplier. The design criteria include the following:
- The design of all the publications is to be done in accordance with Transnet’s document design standards and guidelines, which will be provided;
- All publications should assign a similar look and feel which is to be pre-approved by Transnet, creating an annual version for each series;
- Current best practice in producing corporate high level documents will be considered on advice of the service provider;
- Although Transnet will take every possible measure to provide graphics in hi-resolution, it may be required that the supplier re-draw certain graphics to accommodate quality requirements. The number of such instances cannot be foreseen and it is therefore assumed that the supplier will apply a 60/40 principle with 60% of the graphics being of sufficient quality the remainder having to be redrawn by the supplier;
- Books range between 50 and 450 printed pages, depending on the book type. The LTPF Executive summary currently being the largest at around 350 pages, with system reports averaging at 150 pages and smaller reports at 50 pages. It is however anticipated that systems reports may extend to 500 pages per book;
- All books are graphic intensive technical documents, there is an average of two graphics/image/tables per page; and
- The printed documents should have an extended shelf life, which can vary depending on the type of book printed.

## 6. DELIVERABLES

The scope of work below details the exact requirements for each book including the schedule of publications.

### 6.1. Schedule of Publications

The schedule below identifies the assumed printing dates for each of the publications:

<b>Q 1: April - June</b>	Capital Book 1 Demand Book 1
<b>Q 2: July - September</b>	LTPF Executive Summary Position Papers 1
<b>Q3: October - December</b>	System Reports 1 Position Papers 2 Demand Book 2 Capital Book 2
<b>Q4: January - March</b>	Position Papers 3 System Reports 2

Transnet reserves the right to adjust the delivery of the publications should the business need arise and it is anticipated that the service provider will adjust project schedules accordingly. This could entail, for example, printing Position Paper 4 in July and moving position paper 5 to December, or swapping the release dates of system books. Transnet will provide due time and consideration for such changes.

The Demand and Capital Books are updated every 6 months and these intervals only require data in the book to be updated. It is therefore not necessary to produce these two books 'from scratch', at each print.

### 6.2. Printing and Typesetting Requirements

In order for Transnet to manage a budget that will include the said printing requirements, it is necessary to receive a 'per page' and 'per slide' printing and typesetting quotation. At this time Group Planning cannot confirm the exact number of print pages per publication required as it is not yet defined and will only be confirmed once the documents have been compiled, some of which will be put together for the first time in the coming months.

### **6.2.1 PowerPoint Composition Pricing**

A price per slide is required, whereby DTP (desk top publishing) is required to produce PowerPoint slides using information from existing PowerPoint slides, Word documents and Excel spread sheets. The purpose of which is for Transnet to have standard look and feel slides that are professionally compiled and of a high quality to use in strategic meetings and discussions with important stakeholders.

Service provider to provide a price per slide as the number of total slides cannot be determined. The slides must be created in such a way that it will be easy for Transnet to adapt any of the slides or make internal changes where necessary.

### **6.2.2 Printing Cost Per Page**

Again as it is not possible to provide the number of pages or final size for each publication as these are all currently estimated, it is necessary for Transnet to work on a per page print cost. However, the per page print cost must include the identified scope and specific design deliverables and be confirmed as a TOTAL cost.

The following items must be included in the per page print cost:

a. Design of the book look and feel:

To design, annually, a common look and feel that can be applied throughout the books based on the Transnet Corporate Identity and style guides. These are applicable for each set of books printed in a financial year.

b. Typesetting / DTP:

Transnet will provide source data in various file formats including Word, Excel, PowerPoint and PDF which must be formatted and typeset in accordance with the pre-agreed look and feel. The book is divided into chapters and therefore chapters must also be designed including standard practice of chapter format. The typesetting must include ALL listed aspects of the scope and the design criteria.

c. Cover:

To design, annually, a common look and feel for a design cover that can be applied throughout the Transnet Books. This must include an electronic cover (adapted for electronic version) and CD cover. The total per page cost must include the cost of printing a cover whether it is a hidden ring bound spine or self-cover saddle stitch.

d. Print Costs:

To provide for the print ready file and to physically print the designed document and must include a CD copy at back of book. The cost of formatting the disc and saving the final work onto the disc must be included.

e. Proofs and Corrections:

Supply of proofs (0, 1, 2, 3) and include author's corrections.

Quality checking and proof reading.

f. Electronic Document:

Conversion of final approved document into a Microsoft word format, Microsoft Power Point and PDF. M Note: the purpose of supplying electronic documents is two-fold: firstly it is necessary to distribute these books electronically and secondly, the books are working documents that are updated continuously as new information emerges. It is therefore important that the editable documents are easy to use and edit by the content owners.

g. Supply and Delivery:

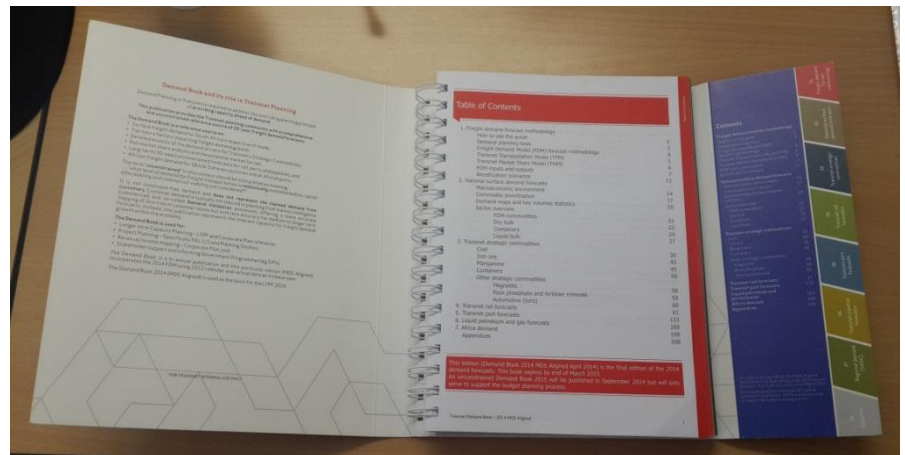
Supply and delivery of final document, including physical books and electronic copies of all files.

h. Project Management:

All administrative costs and management fees must also be included in the per page price cost.

The presented costs must itemise the list above so that Transnet is certain all the required costs are included in the quotation. Over the contract period, a Works Order will be issued for each publication confirming requirements at the required printing interval.

- CMYK print – both sides;
  - White Wiro bound, concealed wiro with wiro showing through the back cover;
  - Stock (for inner leaves): Camelot offset Cartridge, White, 105gms;
  - 6 page cover, CMYK both sides, 350gms / 450gms Performa Alto, White;
  - Size: standard A4 – inner leaves (except smaller books which are jumbo A5 prints);
  - Cover Size: Adjusted to fit A4 with concealed wirobound and
  - A5 (**Jumbo print**) option for Demand and some position papers, 240mm x 170mm.



## 6.3. Book Descriptions

### 6.3.1 LTPF Executive Summary

This is an extensive document which provides the long-term capacity planning requirements for Transnet. This document is around 350 pages and is required to be ring-bound with a hidden ring in the spine of the document. A minimum of 450gms for the cover of this document is required. This is an A4 document. The LTPF Executive summary is an extensive document, is detailed, is produced according to high standards and has an extended shelf life.

### 6.3.2 LTPF Systems Report

Although one standard design and look and feel is applicable as this will apply to all the systems reports there are six reports in total that will be issued over the schedule period. This document is estimated at between 350 and 500 pages and a minimum of 450gms for the cover is also required due to the size of the document (hidden ring bound). Two to three systems reports may be printed in a financial year. This is an A4 document. It is therefore only necessary to understand the composition of one report (as they will all be similar), however printed will equal 6 separate books over a period. The systems report is an extensive document, is detailed, is produced according to high standards and has an extended shelf life. Only two to three of the 6 books will be required for printing during the contract period. Proposed books include:

- Mn and Fe Ore system;
- Africa system;
- Durban – Gauteng system;
- Coal System;
- GFB system; and
- Liquid fuel system.

### 6.3.3 Demand Book

The demand book is printed twice a year, and is estimated at around 250 pages. This is a more compact document as it is printed in jumbo A5, but still requires at least a 350gms cover with a hidden-ring bound in the spine of the document. This is a *jumbo* A5 document. This book is intended for internal reference only and expires every six months.

### 6.3.4 Capital Book

The capital book is printed twice a year, and is printed as an A4 document. This document is around 200 pages in quantity and also requires a hidden ring-bind in the spine of the document. This book is intended for internal reference only and expires every six months.

### 6.3.5 Capital Planning Papers

Capital Planning papers will although requiring the same look and feel are slightly smaller requiring only require saddle stitching. These documents can be up to 100 to 150 pages.

## 7. PRICING

The following must therefore be estimated as the annual requirement.

Book	Size	Estimated No of Pages	Estimated PPT Slides	No of Books	Estimate No of Copies Per Book
LTPF Executive Summary	A4	350	600	1	150
Demand Book	A5 (Jumbo)	250	300	2	300
Capital Book	A4	200	100	2	100
Systems Report	A4	450	300	2	40
Position Papers/SIP Books	Either A4 or A5	100	80	3	300

It is important that the supplier adhere to the pricing schedule below:

No other pricing schedule will be accepted. Only 8 rates must be given in the table provided below.

As the total number of pages per publication document is currently unknown, Transnet requests a wholly inclusive per page rate which includes all the printing and typesetting costs. Refer to Section 2.6.2.2 from a) through to h)). The table below provides a description of what is meant by the pricing schedule.

No.	ITEM	Size	Unit
1.	Prepopulated PowerPoint Slide	PPT	Per slide
2.	Unpopulated PowerPoint Slide	PPT	Per Slide
3.	Unpopulated Page	A4	Per Page
4.	Populated Page	A4	Per Page
5.	Unpopulated Page	A5 (Jumbo)	Per Page
6.	Populated Page	A5 (Jumbo)	Per Page
7.	Additional authors corrections	A4	Per page
8.	Additional authors corrections	A5 (Jumbo)	Per page

## 8. APPLICABLE STANDARDS

All work done as part of this LTPF update must take cognisance of, and incorporate where relevant, all Transnet norms and standards as it relates to official publications. All confidentiality clauses must be adhered to. Transnet will not accept responsibility for inaccurate quoting and therefore assumes that the said scoping document is sufficient in detail. The budget and project timelines must be adhered to.

## 9. THE PROJECT MANAGEMENT CONTROLS WILL BE AS PER THE PROJECT LIFECYCLE PROCESS (PLP) PROCESS. 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, water management and energy efficiency. *Please submit details of your entity's policies in this regard*

## 10. GENERAL SERVICE PROVIDER OBLIGATIONS

**10.1** The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

**10.2** The Service Provider(s) must comply with the requirements stated in this RFP.

## 11. EXCHANGE AND REMITTANCE

The attention of the Respondents is directed to clause 16 [*Exchange and Remittance*] of the General Bid Conditions appended hereto. If Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or service provider, 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:

**11.1** ZAR 1.00 [South African currency] being equal to \_\_\_\_\_ [foreign currency]

**11.2** \_\_\_\_\_ % in relation to tendered price(s) to be remitted overseas by Transnet

**11.3** \_\_\_\_\_ [Name of country to which payment is to be made]

**11.4** Beneficiary details:

Name [Account holder] \_\_\_\_\_

Bank [Name and branch code] \_\_\_\_\_

Swift code \_\_\_\_\_

Country \_\_\_\_\_

**11.5** \_\_\_\_\_ [Applicable base date of Exchange Rate used]

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

## **12 SERVICE LEVELS**

**12.1** An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

**12.2** Transnet will have quarterly reviews with the Service Provider's account representative on an on-going basis.

**12.3** 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.

**12.4** 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 specifications
- b) On-time deliverables

**12.5** The Service Provider must provide a telephone number for customer service calls.

**12.6** 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] days' notice to the Service Provider of its intention to do so.

### **Acceptance of Service Levels:**

<b>YES</b>	
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<b>NO</b>	
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## **13 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:

### **13.1 Quality of Services delivered:**

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**13.2 Continuity of the provision of Services:**

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

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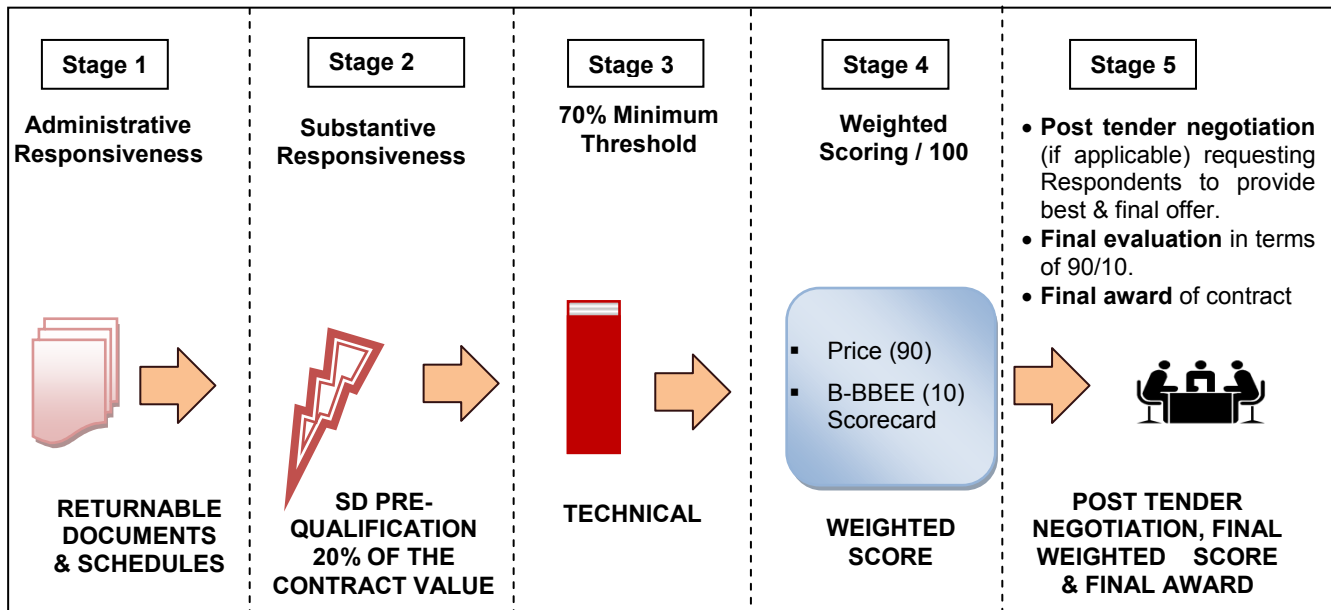
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SPECIMEN

## 14 EVALUATION METHODOLOGY

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



### 14.1 STAGE ONE: Test for Administrative Responsiveness

The test for Administrative Responsiveness will include the following:

Administrative Responsiveness Check	RFP Reference
<ul style="list-style-type: none"> <li>• Whether the Bid has been lodged on time</li> </ul>	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> <li>• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 4</i>
<ul style="list-style-type: none"> <li>• Verify the validity of all returnable documents</li> </ul>	<i>Section 4, page 36, 37, and 38</i>

***The test for Administrative Responsiveness [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for Substantive Responsiveness***

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

The test for Substantive Responsiveness to this RFP will include the following:

Substantive Responsiveness Check	RFP Reference
<ul style="list-style-type: none"> <li>Whether any general pre-qualification criteria set by Transnet, have been met.</li> </ul>	<i>Section 1 paragraphs 5, Section 4 – validity period Appendix (i), General Bid Conditions clause 19 Sections 10, 11 and 18</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer.</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given.</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Whether 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.</li> </ul>	<i>Section 18</i>
<ul style="list-style-type: none"> <li>Clients signed reference letters confirming corporate publications and/or annual reports delivery.</li> </ul>	
<ul style="list-style-type: none"> <li>Electronic evidence of capability in design and printing of corporate publications and/or annual reports in CD/DVD or Flash Stick Drive.</li> </ul>	
<ul style="list-style-type: none"> <li>Company profile showing previous experience in the field of printing, design and publishing.</li> </ul>	
<ul style="list-style-type: none"> <li>Resource's desktop design experience of corporate publications and/or annual reports. <i>CV's of key design resources assigned to the work showing corporate publications and/or annual reports desktop design projects experience</i></li> </ul>	
<ul style="list-style-type: none"> <li>Experience of project management resources in corporate publications and/or annual reports desktop design resources. <i>CV's of key project management resources assigned to the work showing project management experience in corporate publications and/or annual reports desktop design resources.</i></li> </ul>	
<ul style="list-style-type: none"> <li>Programme Schedule showing delivery of books.</li> </ul>	
<ul style="list-style-type: none"> <li>Project organogram showing project team allocated to the project.</li> </ul>	

***The test for Substantive Responsiveness [Stage Two] must be passed for a Respondent's Proposal to progress to Stage Three for Technical Evaluation***

### 14.3 STAGE THREE: Minimum Threshold 70% for Technical Criteria

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

Quality Criteria	Scoring Guideline	Weighting
<p>Company profile showing previous experience in the field of printing, design and publishing.</p> <p><i>Bidder to provide company profile showing previous experience in the field of printing, design and publishing.</i></p>	<ol style="list-style-type: none"> <li>0. Less than 1 year experience in the field of printing, design and publishing.</li> <li>1. 1 to 4 years of experience in the field of printing, design and publishing.</li> <li>2. &gt;4 to 6 years of experience in the field of printing, design and publishing.</li> <li>3. &gt;6 to 9 years of experience in the field of printing, design and publishing.</li> <li>4. More than 9 years of experience in the field of printing, design and publishing.</li> </ol>	10%
<p>Clients signed reference letters showing delivery of corporate publications and/or annual reports.</p> <p><i>Bidder to provide clients signed reference letters confirming corporate publications and/or annual reports capability.</i></p>	<ol style="list-style-type: none"> <li>0. Non responsive.</li> <li>1. 1 reference letter provided showing delivery of corporate publications and/or annual reports.</li> <li>2. 2 reference letters provided showing delivery of corporate publications and/or annual reports.</li> <li>3. 3 reference letters provided showing delivery of corporate publications and/or annual reports.</li> <li>4. More than 3 reference letters provided showing delivery of corporate publications and/or annual reports.</li> </ol>	30%
<p>Resource's desktop design experience of corporate publications and/or annual reports.</p> <p><i>Bidder to provide CV's of key design resources assigned to the work showing corporate publications and/or annual reports desktop design projects experience.</i></p>	<ol style="list-style-type: none"> <li>0. Non responsive.</li> <li>1. 1 to 2 years experience of resource's desktop design experience of corporate publications and/or annual reports.</li> <li>2. &gt;2 to 4 years experience of resource's desktop design experience of corporate publications and/or annual reports .</li> <li>3. &gt;4 to 6 years experience of resource's desktop design experience of corporate publications and/or annual reports .</li> <li>4. &gt;6 years experience of resource's desktop design experience of corporate publications and/or annual reports.</li> </ol>	10%

<p>Experience of project management resources in corporate publications and/or annual reports.</p> <p><i>Bidder to provide CV's of key project management resources assigned to the work showing project management experience in corporate publications and/or annual reports</i></p>	<ol style="list-style-type: none"> <li>0. Non responsive.</li> <li>1. 1 to 2 years experience in project management of corporate publications and/or annual reports resources.</li> <li>2. &gt;2 to 4 years experience in project management of corporate publications and/or annual reports resources.</li> <li>3. &gt;4 to 6 years experience in project management of corporate publications and/or annual reports resources.</li> <li>4. &gt;6 years experience in project management of corporate publications and/or annual reports resources.</li> </ol>	10%
<p>Programme Schedule showing delivery of books.</p> <p><i>Bidder to provide a programme schedule showing delivery of books over the period of 2 years.</i></p> <p><i>The books are:</i></p> <ul style="list-style-type: none"> <li>• Capital Book 1</li> <li>• Demand Book 1</li> <li>• LTPF Executive Summary</li> <li>• Position Papers 1</li> <li>• System Reports 1</li> <li>• Position Papers 2</li> <li>• Demand Book 2</li> <li>• Capital Book 2</li> <li>• Position Papers 3</li> <li>• System Reports 2</li> </ul>	<ol style="list-style-type: none"> <li>0. Non responsive.</li> <li>1. Programme schedule showing delivery of minimum of 3 to 5 books.</li> <li>2. Programme schedule showing delivery of minimum 6 to 7 books.</li> <li>3. Programme schedule showing delivery of minimum 8 to 9 books.</li> <li>4. Programme schedule showing delivery of all books.</li> </ol>	5%
<p>Organogram showing resources allocated to the project</p>	<ol style="list-style-type: none"> <li>0. Non responsive</li> <li>1. Designer allocated to the project</li> <li>2. 1 Designer and 1 Project Manager allocated to the project</li> <li>3. 1 Designer; 1 back-up Designer and 1 Project Manager allocated to the project</li> <li>4. 1 Designer, 1 back-up Designer; 1 Project Manager and 1 back-up Project Manager allocated to the project</li> </ol>	5%

Electronic evidence of capability in design and printing of corporate publications and/or annual reports.  <i>Bidder to provide evidence of previous work in design and printing of corporate publications and/or annual reports in electronic copies when submitting the bid.</i>	0. Non responsive. 1. 2 electronic examples of previous corporate publications and/or annual reports projects submitted. 2. >2 to 5 electronic examples of previous corporate publications and/or annual reports projects submitted. 3. >5 to 8 electronic examples of previous corporate publications and/or annual reports projects submitted. 4. >8 electronic examples of previous corporate publications and/or annual reports projects submitted.	10%
Capacity to carry out work  <i>(Evidence of in-house and outsourced resources to be specified)</i>  <i>Bidder to specify the split of work and the name of the preferred outsourced service provider.</i>	0. Non responsive. 1. All work outsourced. 2. Only design done in-house. 3. Only design and printing/publishing done in-house. 4. Design, printing and publishing done in-house.	20%
<b>Total Points</b>		<b>100%</b>

***The minimum threshold of 70% for technical [Stage Three] must be met or exceeded for a Respondent's Proposal to progress to Stage Four for weighted scoring on B-BBEE and Pricing evaluation***

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

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

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 3</i>

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

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

Where:

$P_s$  = Score for the Bid under consideration

$P_t$  = Price of Bid under consideration

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

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

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form [Section 15]

- 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 15, paragraph 4.1:

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

Thresholds	Minimum Percentage [%]
Technical	70%

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

**15 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).

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR**

**Section 3: PRICING AND DELIVERY SCHEDULE**

Respondents are required to complete the table below for the provision of a fixed rate per page. It is important that the supplier adhere to the pricing schedule below.

The table below is an illustration of the annual requirement for this transaction.

<b>Books</b>	<b>Size</b>	<b>Estimated No of Pages</b>	<b>Estimated PPT Slides</b>	<b>No of Publications (Per Year)</b>	<b>Estimated No of Copies Per Book</b>
LTPF Executive Summary	A4	350	600	1	150
Demand Book	A5 (Jumbo)	250	300	2	300
Capital Book	A4	200	100	2	100
Systems Report	A4	450	300	2	50
Position Papers/SIP Books	A4/A5 (Jumbo)	100	80	3	300

It is important that the supplier adhere to the pricing schedule below:

<b>No.</b>	<b>ITEM</b>	<b>Size</b>	<b>Unit</b>	<b>RATE</b>
<b>PowerPoint Cost</b>				
1.	Prepopulated PowerPoint Slide	PPT	Per slide	
2.	Unpopulated PowerPoint Slide	PPT	Per Slide	
<b>Printing Cost</b>				
3.	Unpopulated Page	A4	Per Page	
4.	Populated Page	A4	Per Page	
5.	Unpopulated Page	A5 (Jumbo)	Per Page	
6.	Populated Page	A5 (Jumbo)	Per Page	
7.	Additional authors corrections	A4	Per page	
8.	Additional authors corrections	A5 (Jumbo)	Per page	

**Disbursements must be based on actual disbursements but shall not exceed 10% of the total cost for services proposed. Payment of actual disbursements shall be subject to Transnet's internal policies and the National Treasury Instruction Note 01 of 2013/2014.**



**Notes to Pricing:**

- a) Prices must be quoted in South African Rand, exclusive of VAT
- b) Prices quoted must be held valid for a period of 90 days from closing date of this RFP
- c) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.
- d) 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.

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR**

**Section 4: PROPOSAL FORM**

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, as per Section 6 of this RFP (a certified copy of which is annexed hereto) 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 - 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.

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 provision of Services within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of two (2) years or three (3) 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 noncompliance with material terms of this RFP including the delayed delivery of the Goods 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 noncompliance 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] 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)

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

## CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to complete and return a signed copy of Certificate of Acquaintance with the Non-Disclosure Agreement [Appendix iv] appended hereto as **Section 16**. 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.

## DISCLOSURE OF PRICES TENDERED

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

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

## PRICE REVIEW

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] days, failing which the contract may be terminated at Transnet's discretion or the particular service(s) purchased outside the contract.

## 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 2 : Background, Overview and Scope of Requirements	
SECTION 3 : Pricing and Delivery Schedule	
SECTION 18 : Declaration of Supplier Development Commitments	
Clients signed reference letters confirming corporate publications and/or annual reports delivery	
Company profile showing experience in corporate publications and/or annual reports	

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
CV's of key resources: <ul style="list-style-type: none"> <li>CV's of key design resources assigned to the work showing corporate publications and/or annual reports desktop design projects experience.</li> <li>CV's of key project management resources assigned to the work showing project management experience in corporate publications and/or annual reports desktop design resources.</li> </ul>	
Project organogram showing project team allocated to the project.	
Programme Schedule showing delivery of books	
SECTION 18: Declaration of Supplier Development Commitments	
ANNEXURE A : Supplier Development Pre-Qualification	

b) **Essential Returnable Documents**

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** as detailed below.

***Failure to provide all essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.***

Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 1 : Notice to Bidders	
- Receipt for payment of RFP documents [paragraph 1]	
SECTION 4 : Proposal Form	
SECTION 5 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)	
- Certified copies of the company's shareholding/director's portfolio	
- Entity's letterhead	
- Certified copy of valid VAT Registration Certificate	

- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFP will result in an automatic score of zero for preference	
- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFP will result in an automatic score of zero 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	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFP Documents	
SECTION 8 : Certificate of Acquaintance with General Bid Conditions – Services	
SECTION 9 : Certificate of Acquaintance with Terms and Conditions of Contract	
SECTION 10 : RFP Declaration Form	
SECTION 11 : Breach of Law Form	
SECTION 13 : Supplier Integrity Pact	
SECTION 14 : Certificate Of Attendance Of RFP Briefing	
SECTION 15 : B-BBEE Preference Points Claim Form	
SECTION 16: Certificate of Acquaintance with Non-disclosure Agreement	
SECTION 17: Supplier Development Initiatives	
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	
ANNEXURE C : Supplier Development Plan	
ANNEXURE D: B-BBEE Improvement Plan	

#### CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

**By signing these RFP documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, and Transnet 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.**

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

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

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

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

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

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

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

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR**

**Section 5: VENDOR APPLICATION FORM**

*Respondents are to furnish the following documentation and complete the Vendor Application Form below:*

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp**]
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members [*where applicable*]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. **Original** letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice; **Certified copy** of valid Company Registration Certificate [*if applicable*]

**Note:** *No contract shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order.*

## Vendor Application Form

Entity's trading name						
Entity's registered name						
Entity's Registration Number or ID Number if a Sole Proprietor						
Form of entity [✓]	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
How many years has your entity been in business?						

Respondent's Signature

Date & Company Stamp



VAT number [if registered]						
Entity's telephone number						
Entity's fax number						
Entity's email address						
Entity's website address						
Bank name		Branch & Branch code				
Account holder		Bank account number				
Postal address						
		Code				
Physical address						
		Code				
Contact person						
Designation						
Telephone						
Email						
Annual turnover range [last financial year]	< R5 m		R5 - 35 m		> R35 m	
Does your entity provide	Products		Services		Both	
Area of delivery	National		Provincial		Local	
Is your entity a public or private entity	Public			Private		
Does your entity have a Tax Directive or IRP30 Certificate	Yes			No		
Main product or services [e.g. Stationery/Consulting]						

*Complete B-BBEE Ownership Details:*

% Black ownership		% Black women ownership		% Disabled Black ownership		% Youth ownership	
Does your entity have a B-BBEE certificate				Yes		No	
What is your B-BBEE status [Level 1 to 9 / Unknown]							

Respondent's Signature

Date & Company Stamp

How many personnel does the entity employ	Permanent	<input type="checkbox"/>	Part time	<input type="checkbox"/>
---	-----------	--------------------------	-----------	--------------------------

*If you are an existing Vendor with Transnet please complete the following:*

Transnet contact person	<input type="text"/>
Contact number	<input type="text"/>
Transnet Operating Division	<input type="text"/>

*Duly authorised to sign for and on behalf of Entity / Organisation:*

Name		Designation	
Signature		Date	

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

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

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR**

**Section 6: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS**

NAME OF ENTITY: \_\_\_\_\_

It was resolved at a meeting of the Board of Directors held on \_\_\_\_\_ that

FULL NAME(S)

CAPACITY

SIGNATURE

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to this Proposal and any subsequent Agreement for the provision of Services. A list of those person(s) authorised to negotiate on behalf of the abovementioned entity [if not the authorised signatories] is also submitted along with this Proposal together with their contact details.

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR**

**Section 7: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS**

NAME OF ENTITY:

---

1. I/We

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do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.

2. 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 RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/We accept that an obligation rests on me/us to clarify any uncertainties regarding this bid which I/we may have, before submitting the bid. I/We agree that I/we will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which I/we failed to obtain clarity.
4. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
5. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a) has been requested to submit a Bid in response to this Bid invitation;
  - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder
6. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where Services will be rendered [market allocation]

- c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Bid;
  - e) the submission of a Bid which does not meet the specifications and conditions of the RFP;  
or
  - f) bidding with the intention not winning the Bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
9. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
10. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR**

**Section 8: CERTIFICATE OF ACQUAINTANCE WITH THE GENERAL BID CONDITIONS - SERVICES**

*[appended hereto as Appendix (i)]*

NAME OF ENTITY:

\_\_\_\_\_

I/We

\_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the General Bid Conditions - Services as received on \_\_\_\_\_ *[insert date]* from Transnet SOC Ltd for the carrying out of the proposed Services 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 terms and conditions of the General Bid Conditions or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

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

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PRINTING OF THE PLANNING  
INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR  
(1) ONE YEAR**

**Section 9: CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF  
CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET**

*[appended hereto as Appendix (ii)]*

NAME OF ENTITY:

\_\_\_\_\_

I/We

\_\_\_\_\_ do  
hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Terms  
and Conditions of Contract as received on \_\_\_\_\_ *[insert date]* from Transnet SOC Ltd for  
the carrying out of the proposed Services 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 Terms and Conditions of Contract or failed to take it into account for  
the purpose of calculating my/our offered prices or otherwise.

I/We also note the obligations as set out in clause 19 [Terms and Conditions of Contract] of Transnet's  
General Bid Conditions [Appendix (i)] which reads as follows:

- 19.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid  
Documents, together with any schedule of "Special Conditions" or otherwise which form part  
of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions  
are unacceptable and offer alternatives by written submission on its company letterhead. Any  
such submission shall be subject to review by Transnet's Legal Counsel who shall determine  
whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the  
entire Terms and Conditions of Contract as confirmation in terms of the Returnable Schedule.

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR**

**Section 10: RFP DECLARATION 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. 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;
4. 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
5. 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.
6. 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.
7. 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:

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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]*

8. 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.
9. 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.
10. 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.

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

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

### IMPORTANT NOTICE TO RESPONDENTS

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

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

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

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

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

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PRINTING OF THE PLANNING  
INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR  
(1) ONE YEAR**

**Section 11: BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

I/We \_\_\_\_\_

do hereby certify that I/we **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.

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\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING  
INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR  
(1) ONE YEAR**

## Section 12: RFP CLARIFICATION REQUEST FORM

RFP No: GSM/15/01/1214

RFP deadline for questions / RFP Clarifications: Before 12:00 on 23<sup>rd</sup> February 2015

TO: Transnet SOC Ltd

ATTENTION: The Tender Administrator

EMAIL [Mmusetsi.Mohlomi@transnet.net]

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_

RFP Clarification No [to be inserted by Transnet] .....

## REQUEST FOR RFP CLARIFICATION

Blank lined paper with a large, faint, diagonal watermark reading "SAMPLE" across the top left corner.

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

Date & Company Stamp

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR**

**Section 13: SUPPLIER INTEGRITY PACT**

Transnet's Integrity Pact requires a commitment from Service Providers and Transnet that they will not engage in any:

- Corrupt and fraudulent practices;
- Anti-competitive practices; and
- Act in bad faith towards each other.

The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [[www.transnet.net/Tenders/Pages/default.aspx](http://www.transnet.net/Tenders/Pages/default.aspx)] or on request.

NAME OF ENTITY:

---

I/We

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do hereby certify that I/we have acquainted myself/ourselves with all the documentation comprising the Transnet Integrity Pact. I/We agree to fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact.

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 terms and conditions of the Integrity Pact or failed to take it into account for the purpose of submitting my/our offer.

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

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

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SIGNATURE OF WITNESS

---

SIGNATURE OF RESPONDENT

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING  
INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR  
(1) ONE YEAR**

**Section 14: 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 \_\_\_\_\_

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR**

**Section 15: 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.

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**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 **"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;
- 2.14 **"person"** includes reference to a juristic person;
- 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 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 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 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

☐ Partnership/Joint Venture/Consortium

☐ One person business/sole propriety

☐ Close Corporations

☐ Company (Pty) Ltd

[TICK APPLICABLE BOX]

(v) Describe Principal Business Activities

.....  
.....  
.....  
.....

(vi) Company Classification

☐ Manufacturer

☐ Supplier

☐ Professional Service Provider

☐ Other Service Providers, e.g Transporter, etc

[TICK APPLICABLE BOX]

(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:.....

.....

.....

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR**

**Section 16: CERTIFICATE OF ACQUAINTANCE WITH NON DISCLOSURE AGREEMENT**

I/We

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Non Disclosure Agreement [Appendix iv] 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 Non Disclosure Agreement 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 Non Disclosure Agreement as confirmation in terms of the Returnable Schedule.

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

\_\_\_\_\_

SIGNATURE OF WITNESS

\_\_\_\_\_

SIGNATURE OF RESPONDENT

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR**

**Section 17: 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 Black<sup>2</sup> 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

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

build local Service Providers who are competitive through building capability and capacity. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity Supplier Development Classification Matrix [**IC<sup>3</sup> Matrix**]. Currently there are four quadrants of SD initiatives which Transnet considers according to the IC<sup>3</sup> 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 IC<sup>3</sup> Matrix, the respective SD initiatives and their objectives, please refer to the "Supplier Development Guidelines" appended hereto as **Appendix (iv)**. 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
Skills development	Skills transfer & skills education which will occur as a result of the award of contract
Job Creation/Preservation	Number of jobs created or preserved resulting from the award of contract
Enterprise and Supplier Development	Encouragement for growth and the expansion of emerging local firms, through procurement and support mechanisms

- 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.*
- (iii) *Respondents are required to provide an electronic copy [CD] of the completed Annexure Bas part of the SD Plan submission.*

### 1.3 Additional contractual requirements

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

- a) The Service Provider will be required to submit a **Supplier Development Implementation Plan** within 45 [forty-five] 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 Service Provider 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 Service Provider will need to ensure that the relevant mechanisms and procedures are in place to allow for access to information to measure and verify the Service Provider's compliance with its stated SD commitments.
- d) The Service Provider 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 Service Provider in order to measure its progress against its stated targets will be auditable.
- f) The Service Provider will be required to submit this Implementation Plan to Transnet in writing, within 45 [forty-five] days after signature of a Letter of Intent [**LOI**], where after both parties must reach an agreement [signed by both parties] within 20 [twenty] days. Transnet will reserve the right to reduce or increase the number of days in which the Service Provider 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 Service Provider. 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 18 [Mandatory]**
- **SD Pre-Qualification – Annexure A [Mandatory]**
- **SD Value Summary – Annexure B [Essential]**
- **SD Plan – Annexure C [Essential]**

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

**RFP FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PRINTING OF THE PLANNING INTEGRATION PUBLICATIONS FOR A (2) TWO YEAR PERIOD WITH AN OPTION TO EXTEND FOR (1) ONE YEAR**

**Section 18: DECLARATION OF SUPPLIER DEVELOPMENT COMMITMENTS**

I/We \_\_\_\_\_

hereby **agree/do not 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
- Job Preservation
- Enterprise and Supplier Development

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

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

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

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT