

**Transnet Corporate Centre**

a Specialist Unit of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP]**

**THE SUPPLY OF STATIONERY CONSUMABLES AND OFFICE SUPPLIES FOR A PERIOD OF THREE (3) YEARS.**

<b>RFP NUMBER</b>	<b>GSM 15/07/1291</b>
<b>ISSUE DATE:</b>	<b>5 November 2015</b>
<b>CLOSING DATE:</b>	<b>01 December 2015</b>
<b>CLOSING TIME:</b>	<b>12:00</b>
<b>BID VALIDITY PERIOD:</b>	<b>120 Business Days from Closing Date</b>

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Respondent's Signature

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Date & Company Stamp

## THE SUPPLY OF STATIONERY CONSUMABLES AND OFFICE SUPPLIES FOR A PERIOD OF THREE (3) YEARS.

### Section 1: NOTICE TO BIDDERS

#### 1 INVITATION TO BID

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

DESCRIPTION	FOR THE SUPPLY OF STATIONERY CONSUMABLES AND OFFICE SUPPLIES FOR A PERIOD OF THREE (3) YEARS.	
BID FEE	<p><b>This RFP will be issued free of charge.</b></p> <p>All bidders must submit their contact details to email: <a href="mailto:TAC.SECRETARIAT@transnet.net">TAC.SECRETARIAT@transnet.net</a> by <b>01 December 2015</b> should they intend to submit a bid response. These contact details will be used to inform bidders of any clarification and changes to the bid.</p>	
INSPECT / COLLECT DOCUMENTS FROM	<p><b>Collection:</b></p> <p>The office of the Secretariat, Room 4857 48 Floor Carlton Centre 150 Commissioner Street Johannesburg</p> <p style="text-align: center;">or</p>	<p><b>Download:</b></p> <p>National Treasury eTender Publication Portal <a href="http://www.etenders.gov.za">www.etenders.gov.za</a></p> <p><i>Click on "Tender Opportunities" and select "Advertised Tenders" to download the RFP.</i></p>
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 09:00 and 15:00 from <b>5 November 2015</b> until <b>01 December 2015</b> .	
BRIEFING SESSION	No briefing session will be held.	
CLOSING DATE	<p><b>12:00 on Tuesday 01 December 2015</b></p> <p>Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>	
VALIDITY PERIOD	<p><b>120 Business Days from Closing Date.</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>	

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

#### 2 BRIEFING SESSION

No briefing session will be held.

#### 3 PROPOSAL SUBMISSION

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

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

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

The Secretariat, Transnet Acquisition Council  
RFP No: GSM 15/07/1291  
Description SUPPLY OF STATIONERY CONSUMABLES AND OFFICE SUPPLIES  
Closing date and time: 01 December 2015 at 12h00 p.m.  
Closing address *[Refer to options in paragraph 4 below]*

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

#### **4 DELIVERY INSTRUCTIONS FOR RFP**

##### **4.1 Delivery by hand**

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at the main entrance of the 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

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

As described in more detail in the attached B-BBEE Claim Form (Section 7) 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 allocate "preference" points to companies who provide a valid B-BBEE Verification Certificate.

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

Respondents are required to complete Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

#### 5.1 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

#### 5.2 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, Exempted Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) including any companies designated as B-BBEE Facilitators<sup>1</sup>.

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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.

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

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

In terms of Section 7 of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

### 5.3 B-BBEE Improvement Plan

Transnet encourages its Suppliers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed on page 30 of this RFP, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an essential document with their Proposals by completion of **Annexure E** appended hereto. *[Refer to Section 11 and Annexure E for further instructions]*

### 5.4 Supplier Development Initiatives

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

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

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:

- 30% [thirty percent] of the contract value for Large Enterprises;
- 15 % [fifteen percent] of the contract value for Qualifying Small Enterprises (QSEs); and

- 0% [zero percent] of the contract value for Exempted Micro Enterprises (EMEs).

*Refer to Annexure C, D and H regarding Supplier Development*

*Refer to the definitions regarding Large Enterprises, QSE and EME in section 7 of the RFP.*

All Respondents must refer to Section 9 for instructions and complete **Annexure H [Supplier Development Pre-Qualification]** and **Annexure C [Supplier Development Value Summary]** as this is a mandatory returnable document. In addition, Respondents are required to submit a Supplier Development Plan **Annexure D** as this is required as essential returnable documents.

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

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

## 6 COMMUNICATION

For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to **Gregg Daniels** before **12:00 on 19 November 2015**, substantially in the form set out in **Section 6** hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

- 6.1 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 on any matter relating to its RFP Proposal.
- 6.2 Respondents are to note that changes to its submission will not be considered after the closing date.

Respondents are warned that a Proposal may be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

## 7 CONFIDENTIALITY

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



## 8 INSTRUCTIONS FOR COMPLETING THE RFP

- 8.1 Respondents must submit one [1] original hard copy of the bid proposal. Note that this proposal must be bound.
- 8.2 Sign the set of original documents [**sign, stamp and date** the bottom of each page]. This set will serve as the legal and binding copy.
- 8.3 Respondents are to complete and return the inventory pricing schedule on the compact disc [soft copy]. The completed inventory pricing schedule must also be printed [hard copy] and submitted along with the RFP document(s).
- 8.4 Respondents are required to only utilise the inventory pricing schedule provided by Transnet [Annexure B]. Only this pricing schedule should be used to communicate the price.
- 8.5 Both sets [original hard copy and CD], as mentioned in 8.3 above, are to be submitted to the address specified in paragraph 4 above.
- 8.6 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**
- 8.7 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.
- 8.8 Any additional conditions must be embodied in an accompanying letter.

## 9 COMPLIANCE

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

## 10 DISCLAIMERS

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

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

- 10.10 make no award of a contract;
- 10.11 To lower the threshold for Technical criteria by 10% [ten per cent] if no Bidders pass the predetermined minimum threshold of 70% in a particular Province tendered for;
- 10.12 To appoint the second ranked bidder as a backup supplier should the successful / appointed bidder fail to deliver on his contractual obligations;
- 10.13 should a contract be awarded on the strength of information furnished by the Respondent, which after the conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

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

Should the preferred bidder fail to sign or commence with the contract within four (4) weeks after being requested to do so, Transnet reserves the right to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

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

## **11 LEGAL REVIEW**

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

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS: 0800 003 056**

**FOR THE SUPPLY OF STATIONERY CONSUMABLES AND OFFICE SUPPLIES FOR A PERIOD OF  
THREE (3) YEARS.**

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

**1 EXECUTIVE OVERVIEW**

Transnet is seeking a partner(s) to provide solutions for its stationery consumables and office supplies nationally, it also seeks to improve its current processes for providing these Goods to its end-user community throughout its locations.

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

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

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

**2 OBJECTIVES**

- 2.1 To supply and deliver stationery consumables and office supplies for a period of three (3) years.
- 2.2 To ensure security of supply to all Transnet Operating Divisions and Specialist Unit departments;
- 2.3 To ensure that proper quality, price and delivery lead times are assured;
- 2.4 Reduce unnecessary costs associated with the supply and delivery of stationery consumables and office supplies;
- 2.5 Secure an effective and reliable supply of stationery and office consumables from reliable stationery suppliers in order to ensure business continuity; and
- 2.6 To provide quarterly reporting regarding stationery and office supply volume and value.

### 3 SCOPE OF REQUIREMENTS

Transnet SOC Ltd is South Africa's largest transportation company that specialises in logistics and the movement of freight. Transnet's has five (5) core Operating Divisions (ODs) such as Transnet Freight Rail (TFR), Transnet Engineering (TE), Transnet Port Terminals (TPT), Transnet National Ports Authority (TNPA) and, Transnet Pipelines (TPL). These ODs are supported by three (3) Specialist Units such as Transnet Corporate Centre (TCC), Transnet Capital Projects (TCP) and Transnet Property (TP). These Operating Divisions and Specialist Units operate within the nine (9) South African provinces and make use of stationery consumables and office supplies for their operational office requirements.

**Transnet intends to appoint a service provider(s) per province for the supply of stationery consumables and office supplies for a period of three (3) years.**

**In order for Transnet to adhere to security of supply and supplier development objectives, the intention is to split the award of business to ensure an equitable spread of business within all provinces for the supply of stationery and office consumables.**

Respondents must select the relevant province(s) in which they currently have operating branches.

Proof of these branch offices must be supplied along with the returnable RFP documents. Branch office(s) should be fully functional and operational.

#### Service Providers branch office(s) location

South African provinces Please tick the appropriate box <input checked="" type="checkbox"/>					
Gauteng		KwaZulu Natal		North West	
Western Cape		Northern Cape		Mpumalanga	
Eastern Cape		Free State		Limpopo	

*A Branch office is an office that serves a certain geographic or demographic area to expand the access of customer services and other services available. It also allows the company to have presence in more provinces than just the one office it is located within.*

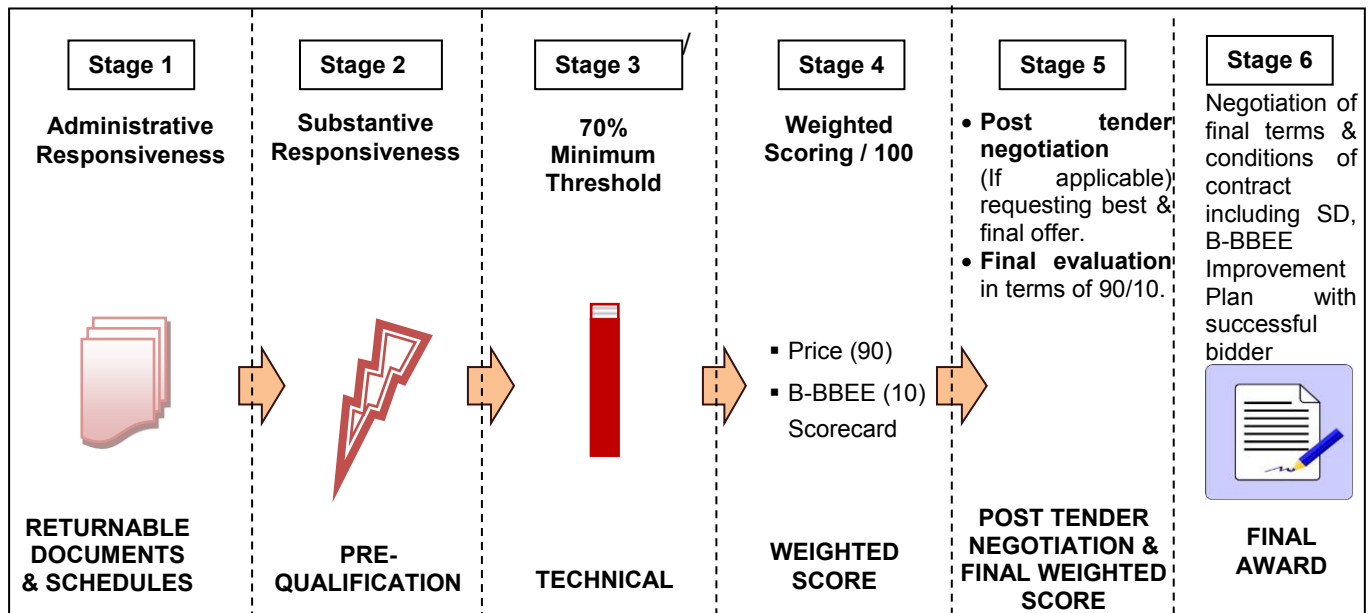
**Annexure G** must be completed in order for Transnet to verify a Respondent's Provincial and/or national footprint. Note that Transnet will be conducting a due diligence / confirmation exercise on short-listed Service Provider(s) office locations.

### 4 GENERAL SUPPLIER OBLIGATIONS

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

## 5 EVALUATION METHODOLOGY

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



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

### 5.1 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</i>

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

Respondent's Signature

Date & Company Stamp

## 5.2 **STAGE TWO: Test for Substantive Responsiveness to RFP**

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

<b>Check for substantive responsiveness</b>	<b>RFP Reference</b>
<ul style="list-style-type: none"> <li>Whether the Bid contains all prices for all inventory line items for all provinces tendered for.</li> </ul>	<p><i>Section 3</i> <i>Annexure B</i></p>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<p><i>All Sections</i></p>
<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: <ul style="list-style-type: none"> <li>➤ 30% [thirty percent] of the contract value for Large Enterprises</li> <li>➤ 15% [fifteen percent] of the contract value for Qualifying Small Enterprises (QSEs)</li> <li>➤ 0% [zero percent] of the contract value for Exempted Micro Enterprises (EMEs)</li> </ul> </li> </ul>	<p><i>Annexure H</i></p>
<ul style="list-style-type: none"> <li>Whether the Bid contains a branch address for each province tendered for.</li> </ul>	<p><i>Annexure G</i></p>
<ul style="list-style-type: none"> <li>Whether the Company has a minimum of 1 years' experience in the supply of stationery and office consumables.</li> </ul> <p><b>a)</b> Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements. These statements must be for financial year 2014/2015.</p> <p style="text-align: center;"><b>Or</b></p> <p><b>b)</b> i) Purchase Orders from September 2014 to date and ii) A letter from your previous/current customers indicating that your company have been supplying stationery and office consumables from at least September 2014 to date.</p> <p><i>Should a JV or Consortium respond to this tender, point (a) or (b) must be of one of the partners.</i></p> <p><b>Note that (a) or (b) needs to be submitted.</b></p>	<p><i>None</i></p>

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

Respondent's Signature

Date & Company Stamp

### 5.3 STAGE THREE: Minimum Threshold of 70% for Technical Criteria and Functional Requirements

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

Technical Evaluation Criteria	% Weightings	RFP Reference
1. Company infrastructure	10	Annexure A
2. Capability and Reference	30	
3. Experience	30	
4. Delivery	10	
5. Catalogue	6	
6. Reporting	5	
7. Return Policy	4	
8. Value added services	5	
Total Weighting:		100
Minimum qualifying score required:		70

Transnet deserves the right to lower the threshold for Technical criteria by 10% [ten per cent] if no Bidders pass the predetermined minimum threshold of 70% in a particular Province tendered for.

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

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

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

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

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

Where:

$Ps$  = Score for the Bid under consideration

$Pt$  = Price of Bid under consideration

$Pmin$  = Price of lowest acceptable Bid

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

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form

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

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

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

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

Transnet reserves the right to conduct Post Tender Negotiations with one or 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 principle and the contract will be negotiated and awarded to the successful Respondent(s).

5.7 **STAGE SIX: Final Contract Award**

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

**IMPORTANT NOTICE TO RESPONDENTS**

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

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

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

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



**FOR THE SUPPLY OF STATIONERY CONSUMABLES AND OFFICE SUPPLIES FOR A PERIOD OF  
THREE (3) YEARS.**

**Section 3: PRICING**

*Respondents are required to complete the inventory pricing schedule in Annexure B:*

**Notes to Pricing:**

- a) **Respondents need to supply the completed pricing schedule on CD [soft copy] as well as printed [hard copy] along with the RFP document.**
- b) **All inventory line items must be quoted for. Failure to quote on all inventory line items will result in a Bidder being disqualified.**
- c) Should there be a difference in pricing on the soft and hard copy, the pricing supplied on the hard copy will overrule the pricing supplied on the soft copy.
- d) **Should Respondents tender for multiple provinces with different pricing for each Province, separate pricing schedules for each province must be completed and submitted along with the RFP.**
- e) **Should Respondents tender for multiple provinces and prices are identical for all provinces, one pricing schedule may be submitted along with the RFP.**
- f) All Prices must be quoted in South African Rand, exclusive of VAT
- g) To facilitate like-for-like comparison, bidders must submit pricing strictly in accordance with the Unit of Measure (UOM) as set out in the inventory pricing schedule (Annexure B) and not utilise a different format. Deviation from this inventory pricing schedule could result in a bid being declared non responsive.
- h) 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.
- i) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months).

**3.1 DISCLOSURE OF PRICES TENDERED**

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

<b>YES</b>	
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<b>NO</b>	
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**3.2 PRICE REVIEW**

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

### 3.2 "AS AND WHEN REQUIRED" CONTRACTS

- 3.2.1 Purchase orders will be placed from time to time "as and when" Goods are required.
- 3.2.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 3.2.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 3.2.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.
- 3.2.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 3 [Pricing]
- 3.2.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered.
- 3.2.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which would ordinarily occur within the stated delivery lead time(s):

## 4 EXCHANGE AND REMITTANCE

The attention of the Respondents is directed to clause 16 [Exchange and Remittance] of the General Bid Conditions. If Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or supplier, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

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

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

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

4.4 Beneficiary details:

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

4.5 \_\_\_\_\_ [Applicable base date of Exchange Rate used]

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

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

## 5 SERVICE LEVELS

- 5.1 An experienced account representative(s) is required to work with various Transnet's Operating Divisions' (ODs) and Specialist Units' (SUs) procurement department. Additionally, there shall be an optimum number of people, fully informed and accountable for this agreement, ensuring that Transnet receives an effective and reliable supply of stationery and office consumables from reliable stationery suppliers in order to ensure business continuity.
- 5.2 To provide quarterly reporting regarding stationery consumables and office supplies bought by Transnet Operating Divisions (ODs) and Specialist Units (SUs).
- 5.3 Transnet will have quarterly reviews with the Supplier's account representative on an "on-going" basis.
- 5.4 Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 5.5 The Supplier guarantees that it will achieve a 95% [ninety five per cent] service level on the following measures:
- Random checks on compliance with proper quality and quantity;
  - On-time delivery; and
  - Accurate invoicing.
- 5.6 The Supplier must provide a telephone number for customer service calls.
- 5.7 Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet; giving 30 [thirty] calendar days' notice to the Supplier of its intention to do so.

### Acceptance of Service Levels:

<b>YES</b>	
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<b>NO</b>	
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## 6 RISK

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

### 6.1 Quality and specification of Goods delivered:

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### 6.2 Continuity of supply:

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

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**FOR THE SUPPLY OF STATIONERY CONSUMABLES AND OFFICE SUPPLIES FOR A PERIOD OF  
THREE (3) YEARS.**

**Section 4: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS**

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

\_\_\_\_\_

carrying on business trading/operating as

\_\_\_\_\_

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

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

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

I/We hereby offer to supply the abovementioned 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:

- Terms and Conditions of Contract – Goods;
- General Bid Conditions – Goods; and
- 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

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

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

correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Goods within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of three (3) years only.

#### 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:

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Facsimile:

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Address:

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#### NOTIFICATION OF AWARD OF RFP

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

#### VALIDITY PERIOD

Transnet requires a validity period of 120 [one hundred and twenty] Business Days [from closing date] against this RFP.

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

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

(i) Registration number of company / C.C. \_\_\_\_\_

(ii) Registered name of company / C.C. \_\_\_\_\_

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

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Date & Company Stamp

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## RETURABLE DOCUMENTS

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent.

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

### a) Mandatory Returnable Documents

***Failure to provide all mandatory Returnable Documents at the closing date and time of this tender will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.***

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Response to the Technical Questionnaire supplied on Annexure A <i>Note that the Response to the Technical Questionnaire should be bound separately to the RFP and should be named "<b>Response to the Technical Questionnaire</b>".</i>	
Annexure B: Inventory Pricing Schedule	
Annexure C: Supplier Development Value Summary	
Annexure G: Branch Location Confirmation	
Annexure H: Supplier Development Pre-Qualification	
Confirmation of a minimum of one (1) year experience in the supply of stationery and office consumables. <b>c)</b> Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements. These statements must be for financial year 2014/2015.  Or <b>d)</b> i) Purchase Orders from September 2014 to date and ii) A letter from your previous/current customers indicating that your company have been supplying stationery and office consumables from atleast September 2014 to date.  <i>Should a JV or Consortium respond to this tender, point (a) or (b) must be of one of the partners.</i>	

### 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.

Respondent's Signature

Date & Company Stamp

***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:

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
Section 1: Notice to Bidders	
Section 2: Overview and Scope of Requirements	
Section 3: Pricing	
Section 4 : Proposal Form and List of Returnable Documents	
- Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7. <b><i>Note: failure to provide this B-BBEE certificate on the closing date and time of the RFP will result in an automatic score of zero being allocated for preference</i></b>	
- 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 with the % split and responsibilities.	
Section 5 : RFP Declaration and Breach of Law Form	
Section 7: B-BBEE Preference Points Claim Form	
Section 8: Supplier Development Initiatives	
Section 9: B-BBEE Improvement Plan	
Annexure D: Supplier Development Plan	
Annexure E : B-BBEE Improvement Plan	
Annexure F: Supplier Development Guideline Document	
Annexure I: B-BBEE and SD penalties	

#### **CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

**By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an**

Respondent's Signature

Date & Company Stamp

**allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.**

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

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

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

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

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

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Corporate Centre (TCC)		
Transnet Freight Rail (TFR)		
Transnet Engineering (TE)		
Transnet Pipelines (TPL)		
Transnet Port Terminals (TPT)		
Transnet National Port Authority (TNPA)		
Transnet Capital Projects (TCP)		
Transnet Property (TP)		
Transnet Foundation (TF)		

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

\*(available on Transnet's website or upon request)



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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

**FOR THE SUPPLY OF STATIONERY CONSUMABLES AND OFFICE SUPPLIES FOR A PERIOD OF  
THREE (3) YEARS.**

**Section 5: RFP DECLARATION AND BREACH OF LAW FORM**

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

We \_\_\_\_\_ do hereby certify that:

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

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

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

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

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

#### BREACH OF LAW

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

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

NATURE OF BREACH:

\_\_\_\_\_

\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

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

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

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

**FOR THE SUPPLY OF STATIONERY CONSUMABLES AND OFFICE SUPPLIES FOR A PERIOD OF THREE (3) YEARS.**

## Section 6: RFP CLARIFICATION REQUEST FORM

RFP No: **GSM 15/07/1291**

RFP deadline for questions / RFP Clarifications: Before 12:00 on **19 November 2015**

TO: Transnet SOC Ltd

ATTENTION:	Gregg Daniels
EMAIL	<a href="mailto:Gregg.daniels@transnet.net">Gregg.daniels@transnet.net</a>
TELEPHONE:	011 308 1994

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

## REQUEST FOR RFP CLARIFICATION

This image shows a single page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Respondent's Signature

Date & Company Stamp

**FOR THE SUPPLY OF STATIONERY CONSUMABLES AND OFFICE SUPPLIES FOR A PERIOD OF  
THREE (3) YEARS.**

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

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

**1. INTRODUCTION**

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

**2. GENERAL DEFINITIONS**

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"Business days"** means any day in which normal business is conducted such as Monday through Friday from 8am to 5pm local time, and excludes weekends and public holidays;
- 2.7 **"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;
- 2.8 **"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;
- 2.9 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.10 **"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;

- 2.11 **"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;
- 2.12 **"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;
- 2.13 **"Large Enterprise"** means any enterprise with an annual total revenue in excess of 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 in excess of 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 **"non-firm prices"** means all prices other than "firm" prices;
- 2.15 **"person"** includes reference to a juristic person;
- 2.16 **"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
- 2.17 **"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;
- 2.18 **"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;
- 2.19 **"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;
- 2.20 **"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
- 2.21 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

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

- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

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

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes

provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty five percent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

## 5. B-BBEE STATUS AND SUBCONTRACTING

### 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 10 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

### 5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

(i) What percentage of the contract will be subcontracted? .....%



- (ii) The name of the subcontractor .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
  - ☐ Partnership/Joint Venture/Consortium
  - ☐ One person business/sole propriety
  - ☐ Close Corporations
  - ☐ Company (Pty) Ltd
- (v) Describe Principal Business Activities  
.....  
.....  
.
- (vi) Company Classification [TICK APPLICABLE BOX]
  - ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional Service Provider
  - ☐ Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....

**BID DECLARATION**

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or

(e) forward the matter for criminal prosecution.

**WITNESSES:**

1. ....
2. ....

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

DATE:

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

ADDRESS: \_\_\_\_\_

## **FOR THE SUPPLY OF STATIONERY CONSUMABLES AND OFFICE SUPPLIES FOR A PERIOD OF THREE (3) YEARS.**

### **Section 8: 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 build local suppliers who are competitive through building capability and capacity. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity Supplier Development

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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

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:

- 30% [thirty percent] of the contract value for Large Enterprises;
- 15% [fifteen percent] of the contract value for Qualifying Small Enterprises (QSEs)
- 0% [zero percent] of the contract value for Exempted Micro Enterprises (EMEs)

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 Annexure F. 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
Small Business Promotion	Encouraging the growth and expansion of EMEs, QSEs and start-ups through procurement.
Job Creation/Preservation	Number of jobs created or preserved resulting from the award of contract.
Rural Integration and Regional Development	Incorporation of the use of rural labour and regional businesses which will contribute to NGP objectives.

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

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

Notes for completion of the SD Plan:

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

### 1.3 Additional contractual requirements

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

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

#### 1.4 **Supplier Development Returnable Documents**

Attached herewith is the following documentation:

- **SD Pre-Qualification – Annexure H [mandatory]**
- **SD Plan – Annexure D [essential]**
- **SD Value Summary – Annexure C [mandatory]**

***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.***

**FOR THE SUPPLY OF STATIONERY CONSUMABLES AND OFFICE SUPPLIES FOR A PERIOD OF  
THREE (3) YEARS.**

**Section 9: B-BBEE IMPROVEMENT PLAN**

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

**Additional contractual requirements**

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

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

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