



**TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP]**

**FOR THE PROVISION OF MOBILE VOICE AND DATA SOLUTION**

<b>RFP NUMBER</b>	<b>GSM/15/09/1319</b>
<b>ISSUE DATE:</b>	<b>09 DECEMBER 2015</b>
<b>CLOSING DATE:</b>	<b>26 JANUARY 2016</b>
<b>CLOSING TIME:</b>	<b>12:00</b>
<b>BID VALIDITY PERIOD:</b>	<b>120 Business Days from Closing Date</b>

## SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1 : NOTICE TO BIDDERS .....	4
1 INVITATION TO BID .....	4
2 FORMAL BRIEFING.....	4
3 PROPOSAL SUBMISSION .....	5
4 DELIVERY INSTRUCTIONS FOR RFP .....	5
5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS .....	6
6 COMMUNICATION.....	8
7 CONFIDENTIALITY.....	8
8 INSTRUCTIONS FOR COMPLETING THE RFP .....	8
9 COMPLIANCE.....	9
10 DISCLAIMERS.....	9
11 LEGAL REVIEW .....	10
SECTION 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS .....	11
1 BACKGROUND .....	11
2 EXECUTIVE OVERVIEW .....	11
3 SCOPE OF REQUIREMENTS.....	12
4 GREEN ECONOMY / CARBON FOOTPRINT .....	15
5 GENERAL SERVICE PROVIDER OBLIGATIONS.....	15
6 SERVICE LEVELS.....	15
7 RISK.....	16
8 EVALUATION METHODOLOGY.....	17
SECTION 3A : PRICING SCHEDULE (3 YEARS PROPOSITION).....	21
SECTION 3B : PRICING SCHEDULE (3 YEARS PROPOSITION).....	25
SECTION 3C : PRICING SCHEDULE (5 YEARS PROPOSITION).....	29
SECTION 3D : PRICING SCHEDULE (5 YEARS PROPOSITION).....	33
3 REFERENCES.....	37
4 FINANCIAL STABILITY.....	37
SECTION 4 : PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS .....	38
SECTION 5 : RFP DECLARATION AND BREACH OF LAW FORM.....	44
SECTION 6 : RFP CLARIFICATION REQUEST FORM.....	46
SECTION 7 : B-BBEE PREFERENCE POINTS CLAIM FORM .....	47
SECTION 8 : CERTIFICATE OF ATTENDANCE OF RFP COMPULSORY BRIEFING SESSION .....	53
SECTION 9 : SUPPLIER DEVELOPMENT INITIATIVES .....	54
SECTION 10 : DECLARATION OF SUPPLIER DEVELOPMENT COMMITMENTS.....	58
SECTION 11 : B-BBEE IMPROVEMENT PLAN.....	59
<b>RFP ANNEXURES:</b>	
ANNEXURE A	TECHNICAL QUESTIONNAIRE
ANNEXURE B	SUPPLIER DEVELOPMENT VALUE SUMMARY
ANNEXURE C	SUPPLIER DEVELOPMENT PLAN
ANNEXURE D	B-BBEE IMPROVEMENT PLAN
ANNEXURE E	SERVICE LEVEL AGREEMENT
ANNEXURE F	NATIONAL NETWORK COVERAGE

ANNEXURE G B-BBEE AND SD PENALTIES

## RFP FOR THE PROVISION OF MOBILE VOICE AND DATA SOLUTION

### 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>	Provision of Mobile Voice and Data Solution for a period of 3 years with an option to extend for a further two (2) years.	
<b>BID FEE</b>	This RFP will be issued free of charge. All bidders must submit their contact details to email: <a href="mailto:TAC.SECRETARIAT@transnet.net">TAC.SECRETARIAT@transnet.net</a> by <b>18 January 2016</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.	
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	<b>Collection:</b> The office of the Secretariat, Room 4857 48 <sup>th</sup> Floor Carlton Centre 150 Commissioner Street JHB	<b>Download:</b> National Treasury eTender Publication Portal <a href="http://www.etenders.gov.za">www.etenders.gov.za</a>  <i>Click on "Tender Opportunities" and select "Advertised Tenders" to download the RFP.</i>
<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	Between 09:00 and 15:00 from 09 December 2015 until 18 January 2016.	
<b>COMPULSORY BRIEFING SESSION</b>	Yes, on <b>20 January 2016</b> from <b>14h00 to 16h00</b> Refer to paragraph 2 for details.	
<b>CLOSING DATE</b>	<b>12:00 on Tuesday 26 January 2016</b> Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.	
<b>VALIDITY PERIOD</b>	<b>120 Business Days from Closing Date</b> Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.	

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

#### 2 FORMAL BRIEFING

A **compulsory** pre-proposal RFP briefing will be conducted at **Carlton Centre, 150 Commissioner Street, JHB, 19<sup>th</sup> Floor** on the **20 January 2016**, at 14h00pm for a period of ± 2 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 8 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFP briefing.*

2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.

### 3 PROPOSAL SUBMISSION

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

The Secretariat, Transnet Acquisition Council	
RFP No:	GSM/15/09/1319
Description	PROVISION OF MOBILE VOICE AND DATA SOLUTION FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS
Closing date and time:	<b>12:00 on Tuesday 26 January 2016</b>
Closing address	<i>[Refer to options in paragraph 4 below]</i>

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 B-BBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

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

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

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

### 5.1 B-BBEE Joint Ventures or Consortiums

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

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

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

### 5.2 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE 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 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same

---

<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.

points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

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

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

### 5.3 **B-BBEE Improvement Plan**

Transnet encourages its Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in Section 7, 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.

If the Service Provider fails, at any agreed milestone, to achieve its commitments under and in accordance with the B-BBEE Improvement Plan ("**Non-Compliance**"), the Service Provider shall pay a Non-Compliance penalty ("Non-Compliance Penalty") to Transnet in respect of such Non-Compliance. The penalties shall be imposed per milestone measurement or for non-delivery of committed values.

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

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

As a prequalification criterion to participate in this bid, Respondents are required to provide a commitment that the monetary value of all SD initiatives to be undertaken by them will not be less than **30%** of the contract value.

*All Respondents must refer to Section 9 for instructions and complete Section\_10 [**Declaration of Supplier Development Commitments**] as this is a mandatory returnable document. In addition, Respondents are required to submit the SD Value Summary and the Supplier Development Plan, ***Annexures B and C (essential)*** returnable documents.*

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

If the Service Provider fails, at any agreed milestone, to achieve its commitments as defined in the SD Value Summary and the SD Implementation Plan, the Service Provider shall pay a Non-Compliance penalty ("**Non-Compliance Penalty**") to Transnet in respect of such Non-Compliance. The penalties shall be imposed per milestone measurement or for non-delivery of committed values.

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

## 6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to [Secretariat of the Transnet Acquisition Council] before **12:00 on 21 January 2016**, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 6.2 **After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 011 308 3528/3522, email TAC.SECRETARIAT@transnet.net or facsimile number 011 308 3967 on any matter relating to its RFP Proposal.**
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date. Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

## 7 CONFIDENTIALITY

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

## 8 INSTRUCTIONS FOR COMPLETING THE RFP

- 8.1 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 8.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Proposal.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFP albeit that it was included in the other.



- 8.4 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, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.10 make no award of a contract;
- 10.11 should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.
- 10.12 verify any information supplied by a Respondent by requesting supporting evidence, if necessary.

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. This objective criteria includes but is not limited to Supplier Development and technical/functional requirements.

Transnet reserves the right to perform a Due Diligence exercise on financial stability as well as technical capability (in line with the response provided) of the selected Respondents or any number of short-listed Respondents.

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

Transnet reserves the right to lower the threshold for Technical from 70% to 60% if no Bidders pass the predetermined minimum threshold in respect of Technical.

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 PROVISION OF MOBILE VOICE AND DATA SOLUTION

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

#### 1 BACKGROUND

Transnet is fully owned by the South African government but operates as a corporate entity aimed at both supporting and contributing to the country's freight logistics network. Transnet operates as an integrated freight transport company, formed around a core of five operating divisions that complement each other.

Transnet is a focused freight transport and logistics company comprising its ports, rail and pipeline assets. This focus is designed to ensure that the company delivers a reliable, consistent, safe and integrated freight service to all its customers; an acceptable rate of return to its shareholder; and is a choice and sustainable employer.

The new Transnet is made up of the following core Operating Divisions (OD):

- 1.1 Transnet Freight Rail
- 1.2 Transnet National Ports Authority
- 1.3 Transnet Port Terminals
- 1.4 Transnet Pipelines
- 1.5 Transnet Engineering

The 5 core ODs are supported by the following Specialist Units:

- 1.6 Transnet Capital Projects
- 1.7 Transnet Property
- 1.8 Transnet Foundation
- 1.9 Transnet Corporate Centre

These divisions are nation-wide and have operations in most major cities. Therefore the scope of this RFP covers Transnet on a National scale.

#### 2 EXECUTIVE OVERVIEW

Transnet is seeking a partner(s) to provide solutions for its Mobile Voice and Data nationally for a period of three (3) years with an option to extend for a further two (2) years. It also seeks to improve its current processes for providing these Services to its end user community throughout its locations.

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

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

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider's economies of scale and streamlined service processes.

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

### 3 SCOPE OF REQUIREMENTS

Provision of Mobile Voice and Data Solution to Transnet nationally for a period of three (3) years with an option to extend for a further two (2) years. The Respondent(s) are required to provide their proposals with regard to the following Services and facilities.

#### 3.1 VOICE:

- 3.1.1 Voice and Data ( $\pm$  12 517 Lines).
- 3.1.2 The duration of the warranty for instruments to be the same as the individual contract duration.
- 3.1.3 Free SIM cards.
- 3.1.4 Free initial connection to network.
- 3.1.5 Free itemized billing per user per SIM card.
- 3.1.6 1st downward package migration free.
- 3.1.7 Calling Line identity at no charge.
- 3.1.8 Provide all four (4) pricing options as stipulated in Section 3, one inclusive of the settlement/buy-out value and the other exclusive of the settlement/buy-out value of current subscription agreements. Refer to Section 3
- 3.1.9 Split billing to be provided.
- 3.1.10 Provision of Bulk SMS service at no cost to Transnet.
- 3.1.11 Faulty handsets to be collected and a loan handset provided where applicable - same day collection of faulty handset.
- 3.1.12 Provide package optimisation (migration) according to the user behaviour on a quarterly basis at no cost to Transnet.
- 3.1.13 Provide a proposal/strategy on how existing subscription agreements will be ported in the event that you are successful.
- 3.1.14 Provide a project plan for porting of the existing numbers. This must clearly indicate activities to be undertaken and the period of each activity until completion.
- 3.1.15 Comment on blocking of WASP services without blocking cell phone banking usage.

- 3.1.16 Service levels must not be linked to stock availability.
- 3.1.17 Randomly generated SIM Pins must be added and printed onto the plastic template with the PUK.
- 3.1.18 Provide proposal on a "Close User Group" implementation in Transnet taking into account the hierarchy of Operating Divisions and invoicing to take place at OD level. Please provide two options, one without subscription fee and one with a subscription fee per employee. Refer to the Pricing Schedule in Section 3.

3.2 DATA:

- 3.2.1 APN ( $\pm$  13 680 lines) + Dongles Data ( $\pm$  3 292 lines) that will be migrated to the APN.
- 3.2.2 Proposal on how to structure data usage within Transnet taking the following into account:
  - Video conferencing
  - Tablets
  - Laptops (on board modems)
  - Internet
- 3.2.3 Provision and Management of APN's:
  - 3.2.3.1 Service Providers may be required to take on current APN's from current Service Provider and ensure the continuity of services.
  - 3.2.3.2 Service Providers will be required to provide authentication services for all hosted APN on the Transnet network. NO APN WILL BE ALLOWED ON THE TRANSNET NETWORK WITHOUT AUTHENTICATION SERVICES.
  - 3.2.3.3 Service Providers will have to adhere to a formal process of creating, modifying and terminated users (MSISDN) on the hosted APN's and Authentication Server. This process must be compliant with Transnet's minimum control framework, user management standard as well as follow industry accepted standards such as ITIL, COBIT or ISO 27001/2.
  - 3.2.3.4 Service Providers will be required to monitor the usage on the APN's and alert Transnet to any suspicious activity. Additionally, service provided will be required to provide Transnet with logs on APN activity real-time. Information containing the following should be available on the logs, but not limited to:
    - o Date & Time
    - o Calling Station MSISDN
    - o Calling Station User Name
    - o Calling station IP address
    - o Success or Failure
    - o If Failure, descriptive reason of why
    - o APN Name
    - o APN IP

o APN Port

- 3.2.3.5 Service Provider will be required to perform quarterly reviews on the hosted APNs for Transnet with the aim of identifying dormant or inactive users, duplicate accounts, incomplete accounts, etc. A formal report should be issued to Transnet on a quarterly basis detailing the results of the reviews performed. The basis of the results will determine the actions required.
- 3.2.3.6 Utilise one data bundle for that can be sub-divided as per Transnet requirements.
- 3.2.3.7 Information should be made available to Transnet within 24 hours of requesting additional information.
- 3.2.3.8 Provisioning reports should be readily accessible to provide information on all users on the Transnet account, which APN's they are provisioned against, last login date for each APN, data usage etc.
- 3.2.3.9 Specific SLA's to be negotiated for Sim cards used in field devices and locomotives that connect via Technical APN's to our network for data purposes only. We need support and high uptimes on these devices as they are being used for safety purposes and with guaranteed network service.

3.3 REPORTING:

- 3.3.1 Provision of Transnet Portal with live on-line solution, which must be capable (among other functions) of the following:
  - 3.3.1.1 Billing (including itemised).
  - 3.3.1.2 Searchable on cellular number (MSIDN).
  - 3.3.1.3 Service Levels and Service Credits reporting (per OD).
  - 3.3.1.4 Reporting.
  - 3.3.1.5 Usage trend analysis.
  - 3.3.1.6 Service / Support (Upgrades, internal transfers between OD's, change user information etc.).
  - 3.3.1.7 Network Outage notifications.
  - 3.3.1.8 Any other suggestions.
- 3.3.3 Provision of dropped calls report on a monthly basis.

3.4 GENERAL:

- 3.4.1 Provision of handsets to Transnet at cost price. Refer to Section 3.
- 3.4.2 Free delivery of new handsets, SIM cards and accessories within 24 hours.
- 3.4.3 Access to a specialized 24/7 customer service VIP department which will escalate process time of all orders of SIM swaps, replacements, upgrades and new contracts.
- 3.4.4 Stock of replacement SIM cards to be held by TRANSNET for activation as and when required (Swaps and replacements).

- 3.4.5 Provide national footprint indicating presence in each province. Refer to Annexure F.
- 3.4.6 Capability of user notification of services.
- 3.4.7 Pre planned network site approval along significant customer business focus areas.
- 3.4.8 Give detail of existing service desk used and ease of interfacing with other systems.
- 3.4.9 Provision of Cellular services to employees of Transnet at same discount structure.
- 3.4.10 Provision of VIP programme (+/- 350 employees) which should as a minimum:
  - 3.4.10.1 provide upgrades every 12 months at no additional charge.
  - 3.4.10.2 be available to a minimum of 350 Transnet employees.
- 3.4.11 Provide research and development capability proposition and how this will be continuously applied to ensure that Transnet receives optimum solution.
- 3.4.12 Special "points of presence" in major centres including Carlton Centre that will be able to do Technical support on hardware and software, with on-site support where needed.
- 3.4.13 Transnet will have the right to regularly audit services provided through their internal auditors or a mutually agreed third party.
- 3.4.14 Provide a proposal for old device/handsets buy-back.
- 3.4.15 Any additional value add proposition.
- 3.4.16 Provision of African footprint and proposition of how this can be integrated as an extension of the offering in the future.

*Respondents must complete and submit **Annexure A – Technical Submission which includes a technical Questionnaire**. A Respondent's compliance with the minimum technical threshold will be measured inter alia by their responses to Annexure A.*

#### **4 GREEN ECONOMY / CARBON FOOTPRINT**

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

#### **5 GENERAL SERVICE PROVIDER OBLIGATIONS**

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

#### **6 SERVICE LEVELS**

- 6.1 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.
- 6.2 The Service Provider will have monthly account meetings with each OD with escalations managed at the monthly Steerco at Corporate level, and quarterly executive meetings between Transnet and Service Provider will be held.

- 6.3 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.
- 6.4 The Service Provider guarantees that it will achieve the minimum service levels and the SLA targets provided in *Annexure E*.
- 6.5 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

**Acceptance of Service Levels:**

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

**7 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:

**7.1 Quality and specification of Services delivered:**

---

---

---

---

---

---

---

---

---

---

**7.2 Continuity of supply:**

---

---

---

---

---

---

---

---

---

---

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

---

---

---

---

---

---

---

---

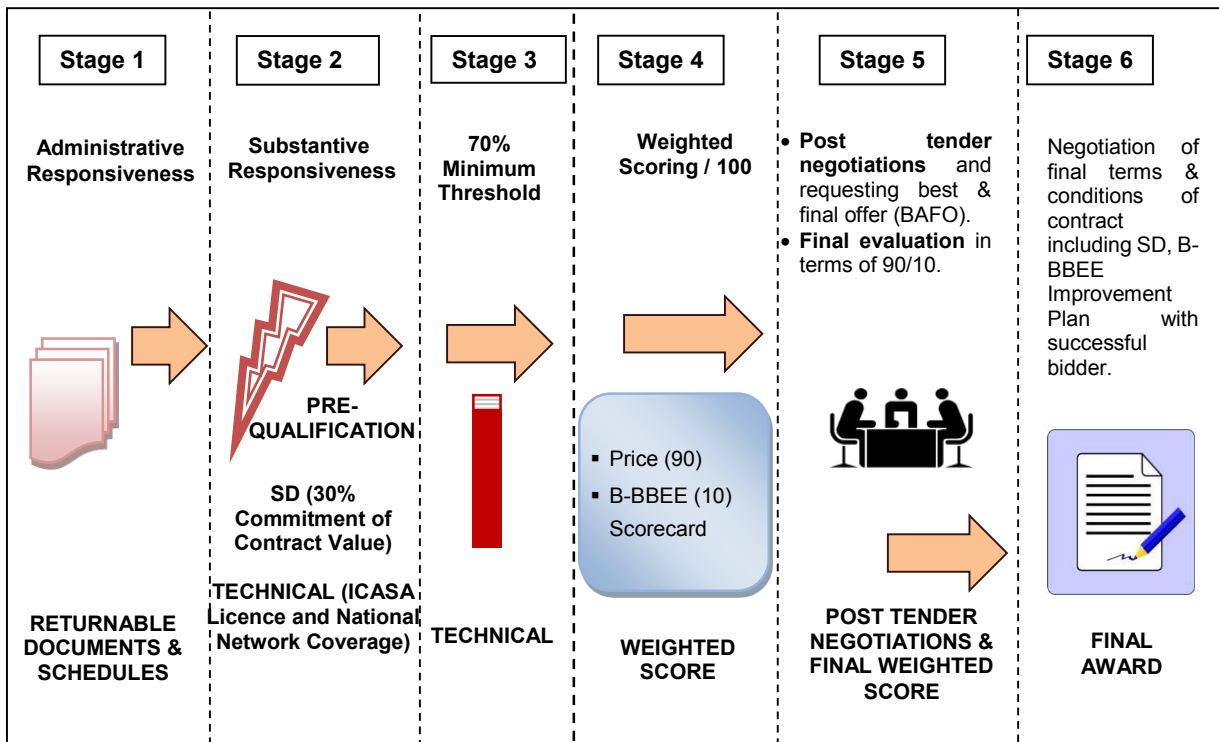
---

---



## 8 EVALUATION METHODOLOGY

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



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

### 8.1 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>Validate whether the bid documentation has been duly signed by the respondent</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 4, page 25 and 26</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***

8.2 **STAGE TWO: Test for Substantive Responsiveness to RFP**

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> <li>Whether any general pre-qualification criteria set by Transnet, have been met</li> </ul>	<i>Section 1 paragraphs 8, 10.3 Section 4 – validity period Sections 10, 11</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer (completed pricing schedule with the settlement and without the settlement)</li> </ul>	<i>Section 3, page 19 to 22</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>Section 2 – Scope of Work</i>
<ul style="list-style-type: none"> <li>Whether any SD pre-qualification set by Transnet has been met as follows:                             <ul style="list-style-type: none"> <li>- A commitment that the monetary value of all SD initiatives to be undertaken by the Respondent will not be less than <b>30%</b> of the contract value.</li> </ul> </li> </ul>	<i>Section 10</i>
<ul style="list-style-type: none"> <li>Certificate of attendance of compulsory RFP briefing or signing of the attendance register</li> </ul>	<i>Section 8</i>

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

8.3 **STAGE THREE: Minimum Threshold 70% for Technical Criteria**

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

Technical Criteria	% Weightings	RFP Reference
Technical Questionnaire Responses	50%	<i>Annexure A</i>
Acceptance of SLA targets	50%	<i>Annexure E</i>
<b>Total Weighting:</b>	<b>100%</b>	
<b>Minimum qualifying score required:</b>	<b>70%</b>	

***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***

Transnet reserves the right to lower the threshold for Technical from 70% to 60% if no Bidders pass the predetermined minimum threshold in respect of Technical.

8.4 **STAGE FOUR: Evaluation and Final Weighted Scoring**

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

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> <li>Commercial Offer</li> </ul>	<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:

*Ps* = Score for the Bid under consideration

*Pt* = Price of Bid under consideration

*Pmin* = Price of lowest acceptable Bid

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

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

8.5 **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>

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

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

8.7 **STAGE SIX: Final Contract Award**

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

**RFP FOR THE PROVISION OF MOBILE VOICE AND DATA SOLUTION**

**CLOSING VENUE: Office Block, Carlton Centre, 150 Commissioner Street, Johannesburg**

**CLOSING DATE: 26 January 2016**

**CLOSING TIME: 12h00**

**VALIDITY PERIOD: 120 Business Days**

**Section 3A : PRICING SCHEDULE (3 YEARS PROPOSITION)**

**Exclusive of the Settlement/Buy-out**

**Notes to Pricing:**

- a) Prices must be quoted in South African Rand (exclusive of VAT).
- b) Prices to be submitted using the two (2) options i.e. exclusive of the settlement/buy-out and inclusive of the settlement/buy-out. Failure to provide both options will result in disqualification. **The settlement/buy-out value will be provided to the Respondents at the briefing session.**
- 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.
- e) Respondents are required to complete all the **green blocks** in the pricing schedule below. Failure to do so will result in disqualification.
- f) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 1, clause 1]. Respondents are required to also take note of clause 2 (Price Review) stated below.

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

*Respondents are required to complete the pricing schedule below:*

No.	VOICE	Flat Call rate (R/min)	Closed user group Rate (R/min)	Flat On Network (R/min)	Flat Off network (R/min)
1	Flat on/off network Rates				
2	Flat rate irrespective of Network				
3	Monthly Subscription Cost (if applicable) (R/month)				

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

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

No.	DATA Packages	Monthly / Once off / Both	Monthly Subscription Cost (R/month)	Out-of-bundle rate (R/mb)	Roll Over Period
1	APN SETUP AND RENTAL	Monthly			
	- APN Data bundle 50gb				12 months
	- APN Data bundle 100gb				12 months
	- APN Data bundle 200gb				12 months
	- APN Data bundle 350gb				12 months
	- APN Data bundle 500gb				12 months
2	Low User (500mb)	Monthly			12 months
3	Medium User (1gb)	Monthly			12 months
4	High User (2gb)	Monthly			12 months
5	Unlimited data Package	Monthly			

No.	SMS	Monthly Subscription Cost	SMS Incl	Flat rate (R/sms)	Out-of- bundle rate	Roll Over Period
1	Flat rate (Charge Per Use)					
2	Low User		30			12 months
3	Medium User		50			12 months
4	High User		100			12 months
5	Super User		200			12 months

No.	Description	Price (R)	Free
1	Provide SIM cards, initial connection to network, itemised billing, Calling Line identity		
2	Provide Bulk SMS service		
3	Provide 1 <sup>st</sup> downward package migration		
4	Provide Transnet Portal with live on-line solution		

Respondent's Signature

Date & Company Stamp

5	Provide a solution where poor network reception is experienced at Transnet sites		
6	Provide package optimisation (migration) according to the user behaviour on a quarterly basis		
7	Blocking of WASP services without blocking cellphone banking usage		
8	Randomly generated SIM Pins must be added and printed onto the plastic template with the PUK		

Legend	
Supplier input	
Not applicable	

*Respondents are required to provide prices (at cost) for each of these handsets and add any other handsets that are not listed below which can be provided as well.*

No.	Model and Name	Cost Price
1	Nokia Lumia 520	
2	Nokia Lumia 625	
3	Nokia Lumia 930	
4	Nokia Lumia 1020	
5	Titan (Ruggedized)	
6	Galaxy S4 32GB	
7	Galaxy S5	
8	Blackberry Z3/Z30 LTE	
9	Apple i-phone 6 16GB	
10	Apple i-phone 6 64GB	
11	Apple i-phone 6 128GB	
12	Apple i-phone 6 PLUS 16GB	
13	Apple i-phone 6 PLUS 64GB	
14	Apple i-phone 6 PLUS 128GB	
15	Apple i-phone 6S	
16	Apple i-phone 6S PLUS	
17	Samsung Core 2 (G355)	
18	Samsung Note 4	
19	Samsung S5 Mini	
20	IPhone 5 16GB	

Respondent's Signature

Date & Company Stamp

21	BLACKBERRY Q10	
22	Sony Xperia M2	
23	Sony Z1 compact	
24	Sony Z3	
25	SAMSUNG A1	
26	SAMSUNG GT-I9190 (S4 Mini)	
27	SAMSUNG A5	
28	Samsung X Cover 2 (S7710) Ruggedized	
29	SAMSUNG S6	
30	SAMSUNG S6 EDGE	
31	SAMSUNG S6 EDGE PLUS	
32		
33		
34		
35		
36		
37		
38		
39		
40		

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

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



**RFP FOR THE PROVISION OF MOBILE VOICE AND DATA SOLUTION**

**CLOSING VENUE: Office Block, Carlton Centre, 150 Commissioner Street, Johannesburg**

**CLOSING DATE: 26 January 2016**

**CLOSING TIME: 12h00**

**VALIDITY PERIOD: 120 Business Days**

**Section 3B : PRICING SCHEDULE (3 YEARS PROPOSITION)**

**Inclusive of the Settlement/Buy-out**

**Notes to Pricing:**

- a) Prices must be quoted in South African Rand (exclusive of VAT).
- b) Prices to be submitted using the two (2) options i.e. exclusive of the settlement/buy-out and inclusive of the settlement/buy-out. Failure to provide both options will result in disqualification. **The settlement/buy-out value will be provided to the Respondents at the briefing session.**
- 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.
- e) Respondents are required to complete all the **green blocks** in the pricing schedule below. Failure to do so will result in disqualification.
- f) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 1, clause 1]. Respondents are required to also take note of clause 2 (Price Review) stated below.

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

*Respondents are required to complete the pricing schedule below:*

No.	VOICE	Flat Call rate (R/min)	Closed user group Rate (R/min)	Flat On Network (R/min)	Flat Off network (R/min)
1	Flat on/off network Rates				
2	Flat rate irrespective of Network				
3	Monthly Subscription Cost (if applicable) (R/month)				

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

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

No.	DATA Packages	Monthly / Once off / Both	Monthly Subscription Cost (R/month)	Out-of-bundle rate (R/mb)	Roll Over Period
1	APN SETUP AND RENTAL	Monthly			
	- APN Data bundle 50gb				12 months
	- APN Data bundle 100gb				12 months
	- APN Data bundle 200gb				12 months
	- APN Data bundle 350gb				12 months
	- APN Data bundle 500gb				12 months
2	Low User (500mb)	Monthly			12 months
3	Medium User (1gb)	Monthly			12 months
4	High User (2gb)	Monthly			12 months
5	Unlimited data Package	Monthly			

No.	SMS	Monthly Subscription Cost	SMS Incl	Flat rate (R/sms)	Out-of- bundle rate	Roll Over Period
1	Flat rate (Charge Per Use)					
2	Low User		30			12 months
3	Medium User		50			12 months
4	High User		100			12 months
5	Super User		200			12 months

No.	Description	Price (R)	Free
1	Provide SIM cards, initial connection to network, itemised billing, Calling Line identity		
2	Provide Bulk SMS service		
3	Provide 1 <sup>st</sup> downward package migration		

Respondent's Signature

Date & Company Stamp

4	Provide Transnet Portal with live on-line solution		
5	Provide a solution where poor network reception is experienced at Transnet sites		
6	Provide package optimisation (migration) according to the user behaviour on a quarterly basis		
7	Blocking of WASP services without blocking cellphone banking usage		
8	Randomly generated SIM Pins must be added and printed onto the plastic template with the PUK		

Legend	
Supplier input	
Not applicable	

*Respondents are required to provide prices (at cost) for each of these handsets and add any other handsets that are not listed below which can be provided as well.*

No.	Model and Name	Cost Price
1	Nokia Lumia 520	
2	Nokia Lumia 625	
3	Nokia Lumia 930	
4	Nokia Lumia 1020	
5	Titan (Ruggedized)	
6	Galaxy S4 32GB	
7	Galaxy S5	
8	Blackberry Z3/Z30 LTE	
9	Apple i-phone 6 16GB	
10	Apple i-phone 6 64GB	
11	Apple i-phone 6 128GB	
12	Apple i-phone 6 PLUS 16GB	
13	Apple i-phone 6 PLUS 64GB	
14	Apple i-phone 6 PLUS 128GB	
15	Apple i-phone 6S	
16	Apple i-phone 6S PLUS	
17	Samsung Core 2 (G355)	
18	Samsung Note 4	
19	Samsung S5 Mini	

Respondent's Signature

Date & Company Stamp

20	IPhone 5 16GB	
21	BLACKBERRY Q10	
22	Sony Xperia M2	
23	Sony Z1 compact	
24	Sony Z3	
25	SAMSUNG A1	
26	SAMSUNG GT-I9190 (S4 Mini)	
27	SAMSUNG A5	
28	Samsung X Cover 2 (S7710) Ruggedized	
29	SAMSUNG S6	
30	SAMSUNG S6 EDGE	
31	SAMSUNG S6 EDGE PLUS	
32		
33		
34		
35		
36		
37		
38		
39		
40		

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

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

**RFP FOR THE PROVISION OF MOBILE VOICE AND DATA SOLUTION**

**CLOSING VENUE: Office Block, Carlton Centre, 150 Commissioner Street, Johannesburg**

**CLOSING DATE: 26 January 2016**

**CLOSING TIME: 12h00**

**VALIDITY PERIOD: 120 Business Days**

**Section 3C : PRICING SCHEDULE (5 YEARS PROPOSITION)**

**Exclusive of the Settlement/Buy-out**

**Notes to Pricing:**

- a) Prices must be quoted in South African Rand (exclusive of VAT).
- b) Prices to be submitted using the two (2) options i.e. exclusive of the settlement/buy-out and inclusive of the settlement/buy-out. Failure to provide both options will result in disqualification. **The settlement/buy-out value will be provided to the Respondents at the briefing session.**
- 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.
- e) Respondents are required to complete all the **green blocks** in the pricing schedule below. Failure to do so will result in disqualification.
- f) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 1, clause 1]. Respondents are required to also take note of clause 2 (Price Review) stated below.

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

*Respondents are required to complete the pricing schedule below:*

No.	VOICE	Flat Call rate (R/min)	Closed user group Rate (R/min)	Flat On Network (R/min)	Flat Off network (R/min)
1	Flat on/off network Rates				
2	Flat rate irrespective of Network				
3	Monthly Subscription Cost (if applicable) (R/month)				

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

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

No.	DATA Packages	Monthly / Once off / Both	Monthly Subscription Cost (R/month)	Out-of-bundle rate (R/mb)	Roll Over Period
1	APN SETUP AND RENTAL	Monthly			
	- APN Data bundle 50gb				12 months
	- APN Data bundle 100gb				12 months
	- APN Data bundle 200gb				12 months
	- APN Data bundle 350gb				12 months
	- APN Data bundle 500gb				12 months
2	Low User (500mb)	Monthly			12 months
3	Medium User (1gb)	Monthly			12 months
4	High User (2gb)	Monthly			12 months
5	Unlimited data Package	Monthly			

No.	SMS	Monthly Subscription Cost	SMS Incl	Flat rate (R/sms)	Out-of- bundle rate	Roll Over Period
1	Flat rate (Charge Per Use)					
2	Low User		30			12 months
3	Medium User		50			12 months
4	High User		100			12 months
5	Super User		200			12 months

No.	Description	Price (R)	Free
1	Provide SIM cards, initial connection to network, itemised billing, Calling Line identity		
2	Provide Bulk SMS service		
3	Provide 1 <sup>st</sup> downward package migration		
4	Provide Transnet Portal with live on-line solution		

Respondent's Signature

Date & Company Stamp

5	Provide a solution where poor network reception is experienced at Transnet sites		
6	Provide package optimisation (migration) according to the user behaviour on a quarterly basis		
7	Blocking of WASP services without blocking cellphone banking usage		
8	Randomly generated SIM Pins must be added and printed onto the plastic template with the PUK		

Legend	
Supplier input	
Not applicable	

*Respondents are required to provide prices (at cost) for each of these handsets and add any other handsets that are not listed below which can be provided as well.*

No.	Model and Name	Cost Price
1	Nokia Lumia 520	
2	Nokia Lumia 625	
3	Nokia Lumia 930	
4	Nokia Lumia 1020	
5	Titan (Ruggedized)	
6	Galaxy S4 32GB	
7	Galaxy S5	
8	Blackberry Z3/Z30 LTE	
9	Apple i-phone 6 16GB	
10	Apple i-phone 6 64GB	
11	Apple i-phone 6 128GB	
12	Apple i-phone 6 PLUS 16GB	
13	Apple i-phone 6 PLUS 64GB	
14	Apple i-phone 6 PLUS 128GB	
15	Apple i-phone 6S	
16	Apple i-phone 6S PLUS	
17	Samsung Core 2 (G355)	
18	Samsung Note 4	
19	Samsung S5 Mini	
20	IPhone 5 16GB	

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

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

21	BLACKBERRY Q10	
22	Sony Xperia M2	
23	Sony Z1 compact	
24	Sony Z3	
25	SAMSUNG A1	
26	SAMSUNG GT-I9190 (S4 Mini)	
27	SAMSUNG A5	
28	Samsung X Cover 2 (S7710) Ruggedized	
29	SAMSUNG S6	
30	SAMSUNG S6 EDGE	
31	SAMSUNG S6 EDGE PLUS	
32		
33		
34		
35		
36		
37		
38		
39		
40		

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

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



**RFP FOR THE PROVISION OF MOBILE VOICE AND DATA SOLUTION**

**CLOSING VENUE: Office Block, Carlton Centre, 150 Commissioner Street, Johannesburg**

**CLOSING DATE: 26 January 2016**

**CLOSING TIME: 12h00**

**VALIDITY PERIOD: 120 Business Days**

**Section 3D : PRICING SCHEDULE (5 YEARS PROPOSITION)**

**Inclusive of the Settlement/Buy-out**

**Notes to Pricing:**

- a) Prices must be quoted in South African Rand (exclusive of VAT).
- b) Prices to be submitted using the two (2) options i.e. exclusive of the settlement/buy-out and inclusive of the settlement/buy-out. Failure to provide both options will result in disqualification. **The settlement/buy-out value will be provided to the Respondents at the briefing session.**
- 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.
- e) Respondents are required to complete all the **green blocks** in the pricing schedule below. Failure to do so will result in disqualification.
- f) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 1, clause 1]. Respondents are required to also take note of clause 2 (Price Review) stated below.

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

*Respondents are required to complete the pricing schedule below:*

No.	VOICE	Flat Call rate (R/min)	Closed user group Rate (R/min)	Flat On Network (R/min)	Flat Off network (R/min)
1	Flat on/off network Rates				
2	Flat rate irrespective of Network				
3	Monthly Subscription Cost (if applicable) (R/month)				

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

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

No.	DATA Packages	Monthly / Once off / Both	Monthly Subscription Cost (R/month)	Out-of-bundle rate (R/mb)	Roll Over Period
1	APN SETUP AND RENTAL	Monthly			
	- APN Data bundle 50gb				12 months
	- APN Data bundle 100gb				12 months
	- APN Data bundle 200gb				12 months
	- APN Data bundle 350gb				12 months
	- APN Data bundle 500gb				12 months
2	Low User (500mb)	Monthly			12 months
3	Medium User (1gb)	Monthly			12 months
4	High User (2gb)	Monthly			12 months
5	Unlimited data Package	Monthly			

No.	SMS	Monthly Subscription Cost	SMS Incl	Flat rate (R/sms)	Out-of- bundle rate	Roll Over Period
1	Flat rate (Charge Per Use)					
2	Low User		30			12 months
3	Medium User		50			12 months
4	High User		100			12 months
5	Super User		200			12 months

No.	Description	Price (R)	Free
1	Provide SIM cards, initial connection to network, itemised billing, Calling Line identity		
2	Provide Bulk SMS service		
3	Provide 1 <sup>st</sup> downward package migration		

Respondent's Signature

Date & Company Stamp

4	Provide Transnet Portal with live on-line solution		
5	Provide a solution where poor network reception is experienced at Transnet sites		
6	Provide package optimisation (migration) according to the user behaviour on a quarterly basis		
7	Blocking of WASP services without blocking cellphone banking usage		
8	Randomly generated SIM Pins must be added and printed onto the plastic template with the PUK		

Legend	
Supplier input	
Not applicable	

*Respondents are required to provide prices (at cost) for each of these handsets and add any other handsets that are not listed below which can be provided as well.*

No.	Model and Name	Cost Price
1	Nokia Lumia 520	
2	Nokia Lumia 625	
3	Nokia Lumia 930	
4	Nokia Lumia 1020	
5	Titan (Ruggedized)	
6	Galaxy S4 32GB	
7	Galaxy S5	
8	Blackberry Z3/Z30 LTE	
9	Apple i-phone 6 16GB	
10	Apple i-phone 6 64GB	
11	Apple i-phone 6 128GB	
12	Apple i-phone 6 PLUS 16GB	
13	Apple i-phone 6 PLUS 64GB	
14	Apple i-phone 6 PLUS 128GB	
15	Apple i-phone 6S	
16	Apple i-phone 6S PLUS	
17	Samsung Core 2 (G355)	
18	Samsung Note 4	
19	Samsung S5 Mini	

Respondent's Signature

Date & Company Stamp

20	IPhone 5 16GB	
21	BLACKBERRY Q10	
22	Sony Xperia M2	
23	Sony Z1 compact	
24	Sony Z3	
25	SAMSUNG A1	
26	SAMSUNG GT-I9190 (S4 Mini)	
27	SAMSUNG A5	
28	Samsung X Cover 2 (S7710) Ruggedized	
29	SAMSUNG S6	
30	SAMSUNG S6 EDGE	
31	SAMSUNG S6 EDGE PLUS	
32		
33		
34		
35		
36		
37		
38		
39		
40		

**1 DISCLOSURE OF PRICES TENDERED**

Respondents are to note that, on award of business, Transnet will publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

**2 PRICE REVIEW**

Notwithstanding pricing notes above (bullet point "f"), Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Service provider's price(s) is/are found to be higher than the benchmarked price(s), then the Service provider shall match or better such price(s) within 30 [thirty] calendar days, failing which the contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

**3 REFERENCES**

Please indicate below a minimum of three (3) company names and contact details of previous and/or existing customers whom Transnet may contact to seek third party evaluations of your service levels. Each referee listed in the table below must be accompanied by a formal, signed reference letter from the respective company indicating a performance rating (Excellent or Good or Poor) which Transnet reserves the right to verify with the respective company.

NAME OF COMPANY	CONTACT PERSON	TELEPHONE and E-MAIL ADDRESS	TOTAL CONTRACT VALUE (R)	CONTRACT START DATE and END DATE

**4 FINANCIAL STABILITY**

Respondents are required to submit their audited financial statements for the last three (3) years with their Proposal in order to enable Transnet to establish financial stability.

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

**RFP FOR THE PROVISION OF MOBILE VOICE AND DATA SOLUTION**

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

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

*[name of entity, company, close corporation or partnership] of [full address]*

\_\_\_\_\_

\_\_\_\_\_

carrying on business trading/operating as

\_\_\_\_\_

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

in my capacity as

\_\_\_\_\_

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

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

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

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

- (i) Standard terms and conditions of contract services;
- (ii) General Bid Conditions – Services

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 supply of Services within 4 [four] weeks

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

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

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.

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

### ADDRESS FOR NOTICES

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

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

Name of Entity:

---

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 120 [one hundred and twenty] Business Days from closing date against this RFP.

---

Respondent's Signature

---

Date & Company Stamp

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

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

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

**RETURNABLE DOCUMENTS**

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. **Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

a) **Mandatory Returnable Documents**

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

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

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
Section 2 : Background, Executive Overview and Scope of Requirements	
SECTION 3A : Pricing Schedule for the 3 years contract proposition, exclusive of the settlement/buy-out value	
SECTION 3B : Pricing Schedule for the 3 years contract proposition, inclusive of the settlement/buy-out value	
SECTION 3C : Pricing Schedule for the 5 years contract proposition, exclusive of the settlement/buy-out value	
SECTION 3D : Pricing Schedule for the 5 years contract proposition, inclusive of the settlement/buy-out value	
ANNEXURE A : Technical Questionnaire	
ANNEXURE E : Service Level Agreement	
ANNEXURE F : National Network Coverage	
SECTION 10 : Declaration of Supplier Development Commitments	
ICASA Licence (IECS/IECNS)	
A minimum of three (3) signed reference letters with company rating	
Porting Project Plan for porting of the existing numbers	
Portal System with live on-line solution	



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:

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
Receipt for payment of RFP documents [paragraph 1 on page 3]	
SECTION 4 : Proposal Form and List of Returnable documents	
- Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7. <b>Note: failure to provide these required documents at the closing date and time of the RFP will result in an automatic score of zero being allocated for preference.</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	
- Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements for the last three (3) years	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 5 : RFP Declaration and Breach of Law Form	
SECTION 7 : B-BBEE Preference Claim Form	
SECTION 8 : Certificate of attendance of compulsory RFP Briefing or signing of the attendance register	
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.

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

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

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

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

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

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

- 1 General Bid Conditions\*
- 2 Terms and Conditions of Contract for the supply of Services to Transnet\*
- 3 Supplier Integrity Pact\*
- 4 Non-disclosure Agreement\*
- 5 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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

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

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

Name \_\_\_\_\_

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

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

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

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

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

**RFP FOR THE PROVISION OF MOBILE VOICE AND DATA SOLUTION**

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

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

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

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

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

\_\_\_\_\_

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

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

**BREACH OF LAW**

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

NATURE OF BREACH:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**RFP FOR THE PROVISION OF MOBILE VOICE AND DATA SOLUTION**

**Section 6 : RFP CLARIFICATION REQUEST FORM**

RFP No: GSM/15/09/1319

RFP deadline for questions / RFP Clarifications: **Before 12:00 on 21 January 2016**

TO: Transnet SOC Ltd  
ATTENTION: The Secretariat  
EMAIL [TAC.SECRETARIAT@transnet.net]  
DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_  
\_\_\_\_\_

RFP Clarification No [to be inserted by Transnet]

**REQUEST FOR RFP CLARIFICATION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

## RFP FOR THE SUPPLY OF MOBILE VOICE AND DATA SOLUTION

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

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

#### 1. INTRODUCTION

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

#### 2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

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

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.



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

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

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

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

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

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

4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.

Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

**5. B-BBEE STATUS AND SUBCONTRACTING**

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

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

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

**5.2 Subcontracting:**

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

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? .....
- (ii) The name of the subcontractor .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporations
- Company (Pty) Ltd

- (v) Describe Principal Business Activities

.....  
.....  
.

- (vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider
- Other Service 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:.....

**RFP FOR THE PROVISION OF MOBILE VOICE AND DATA SOLUTION**

**Section 8 : CERTIFICATE OF ATTENDANCE OF RFP COMPULSORY BRIEFING SESSION**

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 PROVISION OF MOBILE VOICE AND DATA SOLUTION

### Section 9 : SUPPLIER DEVELOPMENT INITIATIVES

#### 1.1 Aim and Objectives

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

The key focuses of the NGP include:

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

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

---

<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%** 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 Section 10. 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
Transfer of Technology and Intellectual Property Rights [ <b>IPR</b> ]	Transfer technology, IPR and methodology to small businesses
Skills development	Skills transfer & skills education which will occur as a result of the award of contract
Job Creation	Number of jobs created resulting from the award of contract
Job Preservation	Number of jobs 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

*Green economy / carbon footprint: The potential reduction of the economy's carbon intensity [i.e. creation of a greener economy] should be regarded as a key priority within all the above SD Categories and for all proposed SD initiatives*

- 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.
- (iii) Respondents are required to provide an electronic copy [CD] of the completed **Annexure B** as 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 Supplier**] will be contractually committed, *inter alia*, to the following conditions:

- a) The Supplier will be required to submit a **Supplier Development Implementation Plan** within 45 [forty-five] calendar days from the signature date of a Letter of Intent [**LOI**]. This Implementation Plan represents additional detail in relation to the SD Plan providing an explicit breakdown of the nature, extent, timelines and monetary value of the SD commitments which the Supplier proposes to undertake and deliver during the term of the contract. Specific milestones, timelines and targets will be recorded to ensure that the Implementation Plan is in line with Transnet's SD objectives and that implementation thereof is completed within the term of the contract.
- b) The Implementation Plan may require certain additions or updates to the initial SD Plan in order to ensure that Transnet is satisfied that development objectives will be met.
- c) The Supplier will need to ensure that the relevant mechanisms and procedures are in place to allow for access to information to measure and verify the Supplier's compliance with its stated SD commitments.
- d) The Supplier will be required to provide:
  - (i) monthly status updates to Transnet for each SD initiative. [Detailed requirements will be provided by Transnet];
  - (ii) quarterly status reports for Transnet and the DPE. [Detailed reporting requirements will be provided by Transnet]; and
  - (iii) a final Supplier Development report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all SD components plus auditable confirmation of the Rand value contribution associated with each such SD commitment.
- e) All information provided by the Supplier in order to measure its progress against its stated targets will be auditable.
- f) The Supplier will be required to submit this Implementation Plan to Transnet in writing, within 45 [forty-five] calendar days after signature of a Letter of Intent [**LOI**], where after both parties must reach an agreement [signed by both parties] within 20 [twenty] calendar days. Transnet will reserve the right to reduce or increase the number of days in which the Supplier must submit its Implementation Plan if it is deemed reasonable, based on the degree of complexity of the SD initiative.



- g) The contract will be conditional on agreement being reached by the parties on the Implementation Plan submitted by the Supplier. Therefore failure to submit or thereafter to agree to the Implementation Plan within the stipulated timelines will result in the non-award of such a contract or termination thereof.
- h) Failure to adhere to the milestones and targets defined in an Implementation Plan may result in the invocation of financial penalties, to be determined at Transnet's discretion, as well as providing Transnet cause to terminate the contract in certain cases where material milestones are not being achieved.

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

Attached herewith is the following documentation:

- **Declaration of Supplier Development Commitments – Section 10 [Mandatory]**
- **SD Plan – Annexure C [Essential]**
- **SD Value Summary – Annexure B [Essential]**

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

**RFP FOR THE PROVISION OF MOBILE VOICE AND DATA SOLUTION**

**Section 10 : DECLARATION OF SUPPLIER DEVELOPMENT COMMITMENTS**

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

hereby **agree/do not agree** to commit that not less than **30%** 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]:

- Transfer of Technology and Intellectual Property Rights
- Skills development
- Job creation
- Job preservation
- Enterprise and Supplier Development

Respondents are required to address and commit to all the Supplier Development Initiatives listed above. Respondents are required to provide business technology incubation facilities to the Voice and Data industries. Voice and Data clusters and franchisers will be at the following Provinces: Northern Cape, Eastern Cape Limpopo, Free State and Mpumalanga. Respondents will be required to apply the Supplier Development Initiatives for the Incubation of the Designated Group companies and/or Individuals namely: Black Owned, Black Women Owned, Black Youth Owned and Black Owned persons with Disabilities.

Respondents will be required to form Voice and Data Franchiser for businesses with 51% Black Ownership. Respondents will be required to create Voice and Data Clusters for the Graduates emanating out from the Incubations. Development of the Incubations and Voice and Data Clusters will take up to 30% representing the SD Initiatives.

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

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

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

## RFP FOR THE PROVISION OF MOBILE VOICE AND DATA SOLUTION

### Section 11 : 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 **essential document** with their Proposals by completion of **Annexure D** appended hereto. *[Refer Section 11 for further instructions]*