



**TRANSNET FREIGHT RAIL  
DIVISION of  
TRANSNET SOC LIMITED  
(Registration No. 1990/000900/06)**

**REQUEST FOR PROPOSAL**

**RFP NUMBER: RFP EWS 733**

**MAINTENANCE OF NATIONALLY LOCATED TRAIN DRIVER TRAINING  
SIMULATORS  
(TDTS) FOR A 2 YEAR PERIOD**

**ISSUE DATE : 23<sup>rd</sup> April 2012**  
**COMPULSORY SESSION : 2<sup>nd</sup> May 2012**  
**CLOSING DATE & TIME : 29<sup>th</sup> May 2012 (10h00)**  
**VALIDITY PERIOD : 31<sup>st</sup> August 2012**

**Please note that late responses and those delivered or posted  
to the incorrect address will be disqualified.**



**RFP NUMBER: RFP EWS 733**

**MAINTENANCE OF NATIONALLY LOCATED TRAIN DRIVER TRAINING  
SIMULATORS  
(TDTS) FOR A 2 YEAR PERIOD**

**SCHEDULE OF DOCUMENTS**

**Section**

- 1. Notice to Bidders**
- 2. Background, Overview and Scope of Requirements**
- 3. RFP Conditions**
- 4. Pricing and Delivery Schedule**
- 5. Specification**
- 6. Supplier Code of Conduct**
- 7. Standard terms and conditions of contract (US7)**
- 8. General tender conditions (CSS5)**
- 9. Supplier / Vendor Declaration Form**
- 10. Non-Disclosure Agreement**
- 11. Briefing and Site Visit Attendance Certificate**
- 12. List of accompanying documents**



## SECTION 1

**RFP NUMBER: RFP EWS 733**

### **MAINTENANCE OF NATIONALLY LOCATED TRAIN DRIVER TRAINING SIMULATORS**

**(TDTS) FOR A 2 YEAR PERIOD**

#### **NOTICE TO BIDDERS**

1. Proposals are requested from interested persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the above-mentioned requirement to Transnet.
2. On or after 23<sup>rd</sup> April 2012 documents may be inspected at, and are obtainable from the Tender Advice Centre, **Inyanda 1, Ground Floor, 21 Wellington Road, Parktown.**

For specific queries before the closing of the RFP, the following Transnet employee(s) may be contacted

For commercial queries: Evan Scannell : 011 584 0619 / 083 366 5292  
: [evan.scannell@transnet.net](mailto:evan.scannell@transnet.net)

In the interest of fairness and transparency the said information will then be made available to the other Respondents who have collected RFP documents.

3. Proposals **IN TRIPLICATE** must reach the Secretary, Transnet Freight Rail Acquisition Council before the closing hour on the date shown below, and be enclosed in a sealed envelope which must have inscribed on the outside:

<b>RFP #</b>	<b>:</b>	<b>RFP EWS 733</b>
<b>Description</b>	<b>:</b>	<b>MAINTENANCE OF NATIONALLY LOCATED TRAIN DRIVER TRAINING SIMULATORS (TDTS)</b>
<b>Closing date</b>	<b>:</b>	<b>Tuesday ~ 29<sup>th</sup> May 2012</b>
<b>Closing time</b>	<b>:</b>	<b>10h00</b>
<b>Closing Address</b>	<b>:</b>	<b>As detailed in paragraph 4 below</b>

#### **3.1 COMPULSORY TENDER BRIEFING SESSION AND SITE MEETING.**

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

3

\_\_\_\_\_  
Date and Company Stamp



**A compulsory boardroom briefing session will be held followed by compulsory site visits to be undertaken at two (2) sites where the TDTS are housed, on 2<sup>nd</sup> May 2012. Attendance at all 3 sessions is compulsory and failure to attend any session will disqualify submissions from evaluation.**

Details of the compulsory briefing session location:

Date: 2<sup>nd</sup> May 2012  
Venue: Transnet Freight Rail  
School of Rail  
Esselenpark  
Train Driver Training Simulator Building  
Boardroom  
Time: 09h00 – 13h00

Immediately after the boardroom briefing session, the group will proceed to the on-site Simulators and view the 2 fixed type simulators and then all are to regroup in the boardroom to recap and de-brief.

Thereafter the group will proceed to a containerized simulator stationed at the Transnet Freight Rail depot at **Sentrarand**. Details and directions will be provided at the above boardroom session.

**The above-mentioned sessions are to be used as an opportunity to familiarise themselves with the scope of the requirements and furthermore for bidders to pose and for TFR to respond in terms of "questions and answers". It is hence required that prospective bidders are fully familiar with the entire tender pack prior to attending these sessions. Furthermore, the site visits are to allow prospective bidders to familiarize themselves with the TDTS's that are to be maintained ~ both from technical and operational perspectives.**

**All interested parties are to provide own transport to and from the above sessions. Such transport is to be provided at the own cost to the tenderer(s). Transnet will not provide transport in any form.**

#### **4. DELIVERY INSTRUCTIONS FOR THIS RFP**

- 4.1 **If posted**, the envelope must be addressed to the Secretary, Transnet Freight Rail Acquisition Council, P.O. Box 4244; Johannesburg; 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFP. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in the TRANSNET Freight Rail Acquisition Council tender box which is located at the foyer on the ground floor, Inyanda House 1 , 21 Wellington Road, Parktown; Johannesburg, and should be addressed as follows:



**The Chairperson  
Transnet Freight Rail Acquisition Council  
Inyanda House 1  
21 Wellington Road  
Parktown  
Johannesburg  
2001**

4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Secretary, Transnet Freight Rail Acquisition Council and a signature obtained from that Office.

4.4

**The Chairperson  
Transnet Freight Rail Acquisition Council  
Inyanda House 1  
21 Wellington Road  
Parktown  
Johannesburg  
2001**

5. Please note that this RFP closes punctually at **10:00 on Tuesday 29<sup>th</sup> May 2012**
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
7. **NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.**
8. The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFP other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.



**11.** No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the US7 General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

**12. CLAUSE-BY-CLAUSE COMPLIANCE TO USER REQUIREMENT SPECIFICATION (URS)**

Included in the tender pack is a Clause-by Clause Compliance Schedule (to the URS) which must be completed and included with the submission. A specific instruction regarding terminology that is to be used on the schedule is contained at the top of the schedule.

**13. BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R30000 will as far as possible be earmarked for EME's.

TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies approved by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32094, Notice No. 354 dated 23 March 2009, as from 1 August 2009, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

However accreditation certificates issued before 23 March 2009 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest codes (i.e. those promulgated on 9 February 2007)**.

BBBEE Accreditation Certificates issued after the published date i.e. 23 March 2009, by a Verification Agency not approved by SANAS, will **NOT** be acceptable as from 23 March 2009.

Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
  - Rating level based on all 7 (seven) elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
  - Rating based on any 4 (four) of the elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**



- Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
- EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Quotations the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

**Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.**

<p><b>Turnover:</b> Indicate your company's most recent annual turnover:</p> <p>R.....</p>
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- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

<p><b>DTI BBBEE UNIQUE PROFILE NUMBER:</b></p> <p>.....</p>
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Failure to submit your BBBEE information in terms of 12 (above) will result in a score of zero being allocated for BBBEE evaluation.

Suppliers and Tenderers are requested to duly complete the Supplier Declaration Form (SDF) and provide all the relevant supporting attachments as requested. Failure to provide the following may disqualify your tender submission:-

1. Duly completed SDF
2. Current tax clearance certificate
3. All other documentation requested as returnable documents on the SDF

The Supplier and Tenderer shall furnish proof of the above to Transnet.

Transnet at its sole discretion may decide to allow certain price preferences in order to uplift the historically disadvantaged in terms of the PPPFA (Act 5 of 2000).

Transnet insists on honesty and integrity beyond reproach at all times and will not tolerate any form of improper influencing, bribery, corruption, fraud, or any other unethical conduct on the part of bidders/Transnet employees. If, in the opinion of Transnet's Chief Operating Officer, a tenderer/contractor/ supplier has or has caused to be promised, offered or given to any Transnet employee, any bribe, commission, gift, loan, advantage or other consideration, Transnet shall be entitled to revoke the tender / contract by following its internal policies that govern the Exclusion process. In such an event Transnet will be entitled to place any Tenderer/Contractor/Supplier who has contravened the provisions of Transnet's business ethics on its List of Excluded Tenderers. This List will also be distributed to all other State Owned Enterprises and Government Departments.

Transnet invites its valued suppliers to report any allegations of fraud, corruption or other unethical activities to Transnet Tip-offs Anonymous, at any of the following addresses/contract numbers :-

- **Toll free anonymous hotline – 0800 003 056**
- **Email – Transnet@tip-offs.com**
- **Fax number – 0800 007 788**
- **Freepost DN 298, Umhlanga Rocks, 4320**

**Confidentiality is guaranteed.**

#### **14. COMMUNICATION**

Respondents are warned that a response will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFP to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFP, communicate with the Secretary of the Transnet Freight Rail Acquisition Council, at telephone number 011 544 9486 or fax no 011-774-9760 on any matter relating to its RFP response.





## 15. RFP SCHEDULE

Respondents will be contacted as soon as practicable after the closing date with a status update. At this time short-listed Respondents may be asked to meet with Transnet representatives at a location to be agreed.

## 16. INSTRUCTIONS FOR COMPLETING THE RFP

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. An additional 2 duplicate sets of documents are required. These sets must be identical copies of the original signed Proposal.
- (ii) All three sets of documents are to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
  - Respondent's valid BBBEE certificate;
  - Respondent's valid Tax Clearance Certificate
  - Duly completed Supplier Declaration Form
  - All documents requested to accompany the SDF
  - Copy of the company registration document.

## 17. COMPLIANCE

The successful Respondent (hereinafter referred to as the "**Supplier**") shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

The contents of all specifications and reference documents are to be complied with when responding to this RFP. Respondents must indicate their compliance with the requirements contained in this RFP as read with all specifications and reference documents included, attached to or referred to herein (including, without limitation, the User Requirements Specification attached as Section 5 (Specification)).

If a Respondent cannot comply (or partially complies) with any of the requirements, the Respondent must, in a separate schedule to its response, (i) provide a list of the requirements with which it cannot comply (or with which it partially agrees to) in question and the reason(s) for the Respondent's non-compliance/partial compliance with such requirements and (ii) describe, in detail, exactly how the Respondent proposes to carry out the activities to achieve the outcomes identified in the terms of reference.

Where a Respondent fails to comply with this process, such Respondent will be deemed to have agreed to (and to undertake to comply with) the requirements not addressed.

**By signing the RFP and submitting a bid, it is hereby confirmed that the bid is in full compliance to all documents, addendums, specification, terms and conditions referred to, annexed or quoted in this RFP.**



## 18. ADDITIONAL NOTES:

- All returnable documents as indicated in the RFP Conditions (Section 3) must be returned with the response
- Respondent are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may you receive precedence over price which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (refer clause 20 below). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of manufacture (works) during this process.

**NB: Unless otherwise expressly stated, all Quotations furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. Transnet reserves the right to reject any or all offers.**

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS  
MAY RESULT IN A QUOTATION BEING REJECTED**

## 19. 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 a Quotation in response to it. In particular, please note that Transnet reserves the right to:

- modify the RFP's Goods List and request Respondents to re-bid on any changes
- reject any Quotation which does not conform to instructions and specifications which are detailed herein
- disqualify Quotations submitted after the stated submission deadline
- disqualify any bids that do not meet the minimum specification
- not necessarily accept the lowest priced Quotation
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFP's closing date
- award only a portion of the proposed Goods which are reflected in the scope of this RFP
- split the award of the contract between more than one Supplier
- make no award of a contract

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



**20. PAYMENT TERMS**

Bidders are to take note that Transnet **will not consider** quotations that require a down - payment together with the award of the contract. Material, service(s) and components may only be invoiced after such material, component(s) / service(s) has been delivered and receipted by the Transnet official receiving the goods / service(s). Payment for goods on hand will not be considered unless the goods have been received by the Transnet official.

**21. LEGAL REVIEW**

Any Quotation submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet’s Legal Counsel.

Respondents to complete this section:

NAME OF RESPONDENT .....
PHYSICAL ADDRESS .....
.....
.....

Details of mandated person with who Transnet may communicate and negotiate:

Respondent’s contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....



## SECTION 2

**RFP NUMBER: RFP EWS 733**

### **MAINTENANCE OF NATIONALLY LOCATED TRAIN DRIVER TRAINING SIMULATORS**

**(TDTS) FOR A 2 YEAR PERIOD**

#### **BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**

##### **1. BACKGROUND**

- a) Transnet Freight Rail (TFR) is a business division of Transnet SOC Limited, and it has a broad range of service departments.
- b) The scope of this requirement is for a full maintenance contract to maintain, repair and service TDST stationed nationally.
- c) The scope of this requirement has an impact on the safe operations of trains by TFR. The level of workmanship, the quality and durability of the goods, and adherence to safety rules and regulations is of the utmost importance.
- d) The scope of the requirement is detailed in the User requirement Specification (URS) attached.
- e) Transnet is dependent on the operational condition of these TDTS on a continual basis and pro-active as well as re-active delivery timelines is paramount.

##### **2. EXECUTIVE OVERVIEW**

Transnet SOC Limited Operating Divisions procure their requirements through a number of service providers. Focusing on open, fair, ethical, cost effective, transparent and competitive bidding is paramount and the award of business to the most competent and appropriate supplier is foremost in the procurement process. Furthermore, supporting, embedding and attaining the objectives of the National Growth Plan (NGP) are of prime focus.



In this spirit of partnership, Transnet and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

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

- Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).
- Transnet must receive proactive improvements from the Supplier with respect to supply of Goods and related processes.
- Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- Transnet end users must be able to rely on the chosen Supplier's personnel to maintain the TDTS in accordance with high standards and processes for continued operational application.
- Transnet must reduce costs by streamlining its acquisition of Goods, including managed service processes on a national basis.

In 2006 an open tender was issued to source a simulator supplier to provide 19 TDTS units. In November 2007 Transnet awarded a contract to replace the 3 existing TDTS and expanded its fleet of TDTS to a total of 19 units. 3 units are housed in the TDTS building in Esselenpark with 16 units being deployed into operational depots. The decentralized units are housed in TEU's.

### 3. SCOPE OF REQUIREMENTS

- a) This scope requires the full maintenance and service of the 19 TDTS from software and a hardware perspective. All components servicing the system are to be inclusively maintained.
- b) The scope of the maintenance is to include both pro-active and re-active maintenance activities as well as repairs due to faults / failures.
- c) Where a brand or part number has been furnished, it by no means is restrictive nor eliminates other brands or part numbers, it is merely to indicate a standard of quality that is required. Where such a brand / part number is quoted, the phrase: "or equal" is to be read in conjunction with the brand / part number. Any equal and equivalent product, that meets the specification in quality and performance, will be considered.
- d) The objective is to source all activities through a Preferred Supplier(s) capable to preventatively and reactively maintain the TDTS.



- e) This being providing a pro-active maintenance service and attending to failures and faults re-actively in order to ensure TDTS availability.

#### 4. SERVICE LEVELS

- a) Transnet currently utilises these units in a 5 day working week principle.
- b) Transnet requires a high level of TDTS availability. Ideally the availability of these units is to be 90% (calculated monthly), based on the above operating environment principle. The Supplier's maintenance plan must be designed to accommodate and guarantee this level of availability. **Note:**  
This clause is to be read in conjunction with clause 8 of the URS with these parameters and requirements taking precedence. The measurement / logbook referred to in clause 9.2 of the URS will be finalised with the successful bidder.
- c) In addition, the Supplier must propose guaranteed response and repair times for corrective maintenance. The method of determining guaranteed response and repair times must be clearly explained and may take TDTS locations into consideration.
- d) The Supplier recognises that its failure to meet the above service levels (and any additional service levels as may be agreed and recorded in the maintenance contract to be concluded with the Supplier) may have a material adverse impact on the business and operations of Transnet and that the damage from the Supplier's failure to meet any such service level is not capable of precise determination. Accordingly, in the event that the Supplier fails to meet a service level, then, in addition to any other remedies as may be available to Transnet in terms of the maintenance contract or in law, Transnet shall recover monetary compensation calculated as follows:
  - (i) In the event that the Supplier fails to maintain the required level of TDTS availability, the Supplier shall be liable to pay Transnet a penalty of 1% of the total monthly fees payable for the simulator in respect of which the contractor is in default under the maintenance contract for every working day (or part thereof) for which the TDTS unit is unavailable beyond the 90% availability standard in respect of each such unit in each 30 (thirty) day cycle, excluding factors caused by Transnet, by events of *force majeure* or by other factors beyond the reasonable control of the Supplier.
  - (ii) Should any TDTS unit be unavailable for more than 14 (fourteen) working days in any 30 (thirty) day cycle, then Transnet shall have the right (but not the obligation) forthwith to terminate the maintenance contract on written notice to the Supplier without prejudice to its further remedies under the maintenance contract or in law, including the right to claim damages.



- (iii) For the avoidance of doubt, if unavailability is through no fault of the Supplier, including by reason of the occurrence of an event of *force majeure*, and the Supplier takes all reasonable steps to discharge its obligations under the maintenance contract, the Supplier will not be liable for any penalties.
  - (iv) In addition, as regards corrective maintenance, the parties shall agree on an incident classification system comprising pre-defined categories based on the degree of criticality of an incident or fault requiring corrective maintenance and/or the importance of the TDTs unit(s) affected by such incident or fault and shall assign each such category an appropriate maximum response and repair time allowable as well a weighting commensurate with the severity of breaching such agreed response and repair times.
  - (v) The Parties shall stipulate a monetary value which the Supplier places at risk with respect to service level defaults occurring in any given month in respect of the above response and repair times. In each calendar month, the Supplier shall be liable to pay Transnet a service credit equal to the sum of the weighting factors of all service level defaults occurring therein multiplied by the amount at risk.
  - (vi) Should the Supplier incur service credits to the full value of the amount at risk for 3 (three) or more months during any 12 (twelve) month cycle, then Transnet shall have the right (but not the obligation) to terminate the maintenance contract on written notice to the Supplier without liability and without prejudice to any other rights or remedies which Transnet may have under the maintenance contract or in law.
- e) Notwithstanding the foregoing, the Supplier shall be granted an initial ramp-up period of 3 (three) months from the commencement date of the maintenance contract in which to tune the maintenance plan to meet the availability guarantee and the guaranteed response and repair times for corrective maintenance. During such ramp-up period, the Supplier will use its best commercial endeavours to meet the agreed service levels but shall not be liable for any penalties or service credits for any service level defaults which may occur, provided that the Supplier takes active steps to improve its service and to prevent the recurrence of such service level defaults and submits documentary proof thereof to Transnet at the monthly review meeting.

## 5. GENERAL INFORMATION

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

The Supplier(s) must provide the identified information requested and comply with the requirements stated in the RFP.



**6. PRICING**

Pricing is to be on a fixed basis and price escalation will not apply.

Pricing is to include all costs associated with delivering the required goods/service to the point of delivery.

Prices are to be inserted in the pricing Matrix in Section 4 of this document.

Where prices are subject to foreign exchange currency variation, the successful bidder/s will be required to purchase Forward Exchange Cover after the award, to fix the pricing in ZAR.

**7. DELIVERY POINT / DESTINATION**

The maintenance service is to be provided at the site of each individual TDTS, where located. (refer to Appendix F for actual site locations)

**8. DELIVERY**

A full project maintenance plan is to accompany your submission detailing the frequency and intervals at which services will be scheduled. Furthermore the plan is to include response timelines to address failures to both software and hardware components.

**9. EXCHANGE AND REMITTANCE**

The attention of the Respondents is specially directed to clause 7 (*Exchange and Remittance*) of the General Tender Conditions Form CSS5. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder only if Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal/supplier.

- (a) ZAR..... (South African currency) being equal to ..... 1.00(specify foreign currency). .....% in relation to tendered price(s) (.....) to be remitted overseas by Transnet.
- (b) ..... (Name of country to which payment is to be made)
- (c) Beneficiary details :  
Name (Account holder) .....  
Bank (Name and branch code).....  
Swift code .....





Country .....
(d) ..... (Applicable date of Exchange Rate used)

**10. OBTAINING OF INTELLECTUAL PROPERTY RIGHTS FOR SOFTWARE MAINTENANCE**

Respondents (bidders) must take notice that, for the software and some hardware maintenance components of this tender, the intellectual property rights in the simulator software belong to a company called Corys T.E.S.S (the "IP owner") [Contact details given below], and the bidder shall be required to furnish documentary proof to Transnet that it has obtained the relevant licence(s) from the IP owner in order to fulfill its software maintenance obligations in terms of the maintenance contract.

As a minimum, Transnet requires a letter or a contract signed by the IP owner confirming that the IP owner has granted a license in the software/hardware to the bidder, and the extent and duration of the license. The license will have to confirm that the bidder has been granted access to the source code of the software and hardware in order to enable it to perform the required software and hardware maintenance.

In the event of the bidder having entered into any other arrangement with the IP owner, in addition to obtaining the license mentioned above, then the bidder is required to disclose the nature of such relationship (such as a joint venture) to Transnet, and Transnet shall have the right to request any further details regarding such relationship that it requires.

In the event of the bidder having entered into any other arrangement with the IP owner that does not require it to obtain the license mentioned above, then the bidder is required to disclose the nature of such relationship (such as a joint venture with the IP owner, or the IP owner being the subcontractor) to Transnet, and Transnet shall have the right to request any further details regarding such relationship that it requires. In this case, Transnet has the sole discretion as to whether to



dispense with the requirement of obtaining a license from the IP owner, based on its assessment of the structuring of the relationship between the IP owner and the bidder.

**Contact details of IP owner:**

Corys T.E.S.S.  
44 rue des Berges  
38024  
Grenoble Cedex 01  
France  
Tel: +33 (0)4 76 28 82 00  
Fax: +33 (0)4 76 28 82 11  
e-mail: [coryscom@corys.fr](mailto:coryscom@corys.fr)  
Jacques Moncorge  
Direct e-mail: [jmoncorge@corys.fr](mailto:jmoncorge@corys.fr)

**11. EVALUATION CRITERIA**

The evaluation will have a 2 phased approach. Phase 1 will be a disqualifying phase and those that comply, will progress to be competitively evaluated in phase 2. Minimum criteria for progressing from phase 1 to phase 2 is detailed below: (Transnet will apply the following criteria; not necessarily in this order, in phase 1 of the evaluation.)

**Phase 1.**

- Proof that the appropriate license / license agreement has been concluded with the IP owner
- Failure to comply with the conditions for the obtaining of intellectual property rights (clause 10 above) will result in the bid for the software maintenance being disqualified.
- Experience in the maintenance of simulators (references and contact details to be provided)

Further criteria that will be considered during the evaluation which is critical to the success of this requirement:

- Maintenance project plan (pro-active scheduled)
- Maintenance project plan (re-active, unscheduled)



- Full compliance to technical requirement
- Technical capacity and resources (supporting documentation)
- Risk and Safety plan
- Response time

**Phase 2.**

Commercial:

Sub-Criteria

- Competitive pricing
- Total cost of ownership (TCO)
- Financial capacity

BBBEE

Sub-Criteria

- BBBEE Certificate & Detailed Scorecard

Supplier Development (SD) ~ Further recognition Criteria (FRC)

Sub-Criteria

- Black ownership (target = greater than 50%)
- Black women ownership (target = greater than 30%)
- Black persons with disability
- Skills development plan



## SECTION 3

**RFP NUMBER: RFP EWS 733**

### **MAINTENANCE OF NATIONALLY LOCATED TRAIN DRIVER TRAINING SIMULATORS**

**(TDTS) FOR A 2 YEAR PERIOD**

#### **RFP CONDITIONS**

##### **NOTIFICATION OF AWARD OF RFP**

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

##### **VALIDITY PERIOD**

Transnet desires a validity period of 3 (three) months (from closing date) against this RFP. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFP is valid until \_\_\_\_\_ (State alternative validity period/date).

##### **TAX (VAT) REGISTRATION NUMBER**

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

\_\_\_\_\_

##### **TAX CLEARANCE CERTIFICATE**

Respondents are required to include a certified / original **valid** copy of their company's Tax Clearance Certificate with their submission.

Indicate expiry date of submitted tax clearance certificate: \_\_\_\_\_



**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.

(iii) 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

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

**REGISTRATION CERTIFICATE**

Respondents must submit a certified copy of their company’s Registration Certificate with their submission.

**CONFIDENTIALITY**

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Goods, which is either directly or indirectly related to Transnet’s business, written approval to divulge such information will have to be obtained from Transnet.

**DISCLOSURE OF PRICES TENDERED**

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

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

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



**DECLARATION**

Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the Transnet Group:

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

If YES, please indicate below:

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

ADDRESS

---



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Indicate nature of relationship (if any):

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

**RETURNABLE DOCUMENTS (NON-EXHAUSTIVE LIST)**

Respondents are required to submit all the following returnable documents with their responses:

<b>All sections of the RFP issued in the pack (sections 1 to 12)</b>	
<b>All documents issued in the tender pack</b>	
<b>All documents requested in the contents of the RFP document and annexures</b>	
<b>Supplier declaration form and <u>all supporting documentation</u></b>	
<b>Valid Tax Clearance Certificate</b>	
<b>Valid BBBEE Accreditation Certificate and accompanying score card</b>	
<b>Clause-by-clause compliance schedule</b>	
<b>Maintenance project plan (scheduled activities)</b>	
<b>Maintenance project plan (un-scheduled activities)</b>	
<b>Comprehensive Spares list</b>	
<b>Activities per class of service (Type A &amp; type B)</b>	
<b>License agreement from IP owner</b>	
<b>Weighting factors in relation to penalties</b>	



<b>Risk and Safety plan</b>	
<b>Technical resources and capacity</b>	

**NOTE: All sections must be signed and dated as indicated in the footer of each page.**

**By signing the RFP documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof and Transnet SOC Limited will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take into account for the purpose of calculating tendered prices or otherwise. Bidders are to familiarize themselves with Transnet forms CSS5 ~ General Tender Conditions and US7 ~ Standard Terms and Conditions of Contract, which both form an integral part of this RFP and apply to the RFP. (Copies available on request).**

**By the signature and return of this RFP document, it is accepted that the Respondent is fully conversant, understands and accepts and will abide by the contents of the Transnet documents CSS5 and US7, referred to above.**

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## SECTION 4

**RFP NUMBER: RFP EWS 733**

### **MAINTENANCE OF NATIONALLY LOCATED TRAIN DRIVER TRAINING SIMULATORS**

**(TDTS) FOR A 2 YEAR PERIOD**

#### **PRICING & DELIVERY SCHEDULE (SCHEDULED ACTIVITIES)**

1. All prices are to be in South African Rands (ZAR)
2. Prices are to exclude VAT
3. The prices quoted for scheduled services are to include all costs associated with the servicing of the simulators, travel, accommodation, materials and all equipment / parts / components / products and cleaning materials necessary to perform the service.
4. All international travel costs and expenses will be for the sole account of the contractor.
5. Internal / Local travel costs are to be included in any resultant contract for scheduled activities.
6. Internal / Local flights, if applicable will not include Business class but must be restricted to Economy class seating.
7. Claims for flights as a result of faults / failures / repairs (un-scheduled activities) may be claimed and on consensus, may be paid at actual cost, on submission of proof of costs.
8. Pre-approval by TFR will be necessary where it is envisaged that more than 1 person is expected to fly.
9. Return flights are to be undertaken as soon as is reasonably possible after the repair has been completed.
10. Guaranteed response times to reach site after reporting of a failure are to be proposed.
11. Guaranteed repair / re-commissioning time after reporting of failure to be proposed.
12. Costs associated with repairs / breakdowns to be proposed.
13. Costs to attend to failures include travel, accommodation and any associated costs.
14. All costs are to exclude VAT.
15. In the instances of repairs / failures, materials will be paid at cost plus 10% administration / handling costs. Proof of actual material / component costs will need to accompany any claims for material costs.
16. Transnet reserves the right to benchmark material costs in order to regulate actual costs incurred and to manage the life cycle costing of the simulators.
17. Transnet reserves the right to negotiate "go, no go" value parameter for works performed as a result of repairs / failures, whereby the successful bidder would be permitted to perform the repairs / re-commission the simulators without prior approval from Transnet.
18. The below schedules provide for low intensity and high intensity scheduled services, classified as "A Type" and "B Type" services. Bidders wishing to submit proposals taking





advantage of this option are to clearly detail the differences in the activities for each service intervention.

- 19. It is to be noted that as some of the simulators are still under warranty, all simulators will not immediately be included in the service / maintenance contract, but will be treated on a ramp-up approach as the simulator warranties expire. (refer to Appendix B)
- 20. Where remote service is proposed for repairs / failures, suppliers are to clearly indicate how Transnet would be able to reconcile actual time worked versus invoiced times.

**PRICING SCHEDULE FOR "A TYPE" SERVICE**

(Details of inclusive service activities is to be provided)

<b>Simulator #</b>	<b>Location</b>	<b>Price per Service</b>	<b>Frequency of Service</b>	<b>Duration of Service</b>
CS01	Esselen Park	R		
CS02	Esselen Park	R		
CS03	Esselen Park	R		
DS01	Sentrarand I	R		
DS02	Richards Bay	R		
DS05	Bellville	R		
DS06	Germiston	R		
DS07	Koedoespoort	R		
DS10	Wentworth	R		
DS11	Sentrarand II	R		
DS13	Danskraal	R		
DS15	Bloemfontein	R		
TBT	Esselen Park	R		
SPS	Esselen Park	R		



**PRICING SCHEDULE FOR "B TYPE" SERVICE**

(Details of inclusive service activities is to be provided)

<b>Simulator #</b>	<b>Location</b>	<b>Price per Service</b>	<b>Frequency of Service</b>	<b>Duration of Service</b>
CS01	Esselen Park	R		
CS02	Esselen Park	R		
CS03	Esselen Park	R		
DS01	Sentrarand I	R		
DS02	Richards Bay	R		
DS05	Bellville	R		
DS06	Germiston	R		
DS07	Koedoespoort	R		
DS10	Wentworth	R		
DS11	Sentrarand II	R		
DS13	Danskraal	R		
DS15	Bloemfontein	R		
TBT	Esselen Park	R		
SPS	Esselen Park	R		

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

\_\_\_\_\_  
 Date and Company Stamp



**REPAIRS OF FAILURES AND FAULTS PRICING / DELIVERY SCHEDULE**

(failures / faults are where the simulator is not fully / not functional)

1<sup>st</sup> Line maintenance and diagnostics will as far as possible be performed by Transnet personnel, prior to informing the contractor of the necessity of them to report to site to attend to a fault / failure.

Simulator #	Location	Response time	Repair / re-commissioning time
CS01	Esselen Park		
CS02	Esselen Park		
CS03	Esselen Park		
DS01	Sentrarand I		
DS02	Richards Bay		
DS05	Bellville		
DS06	Germiston		
DS07	Koedoespoort		
DS10	Wentworth		
DS11	Sentrarand II		
DS13	Danskraal		
DS15	Bloemfontein		
TBT	Esselen Park		
SPS	Esselen Park		

**Labour Rates:**

Suppliers are to insert the hourly rates for un-scheduled maintenance / repairs (on-site service)

Qualification	Cost per hour
Skilled	R
Semi-skilled	R
Unskilled	R

Suppliers are to insert the hourly rates for un-scheduled maintenance / repairs (remote service)

Qualification	Cost per hour
Skilled	R
Semi-skilled	R



**Travel and Accommodation Costs.**

Accommodation costs are to be limited to a 3 star rated facility albeit be hotel, lodge or B&B. It is expected that travel will be restricted to essential service agents and where applicable, at the lowest airfare available at the times of travel.

<b>Travel &amp; Accommodation</b>	<b>Cost</b>
Travel rate per km	R
Overnight rates (meals, accommodation, car hire etc)	R

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## **SECTION 5**

**RFP NUMBER: RFP EWS 733**

**MAINTENANCE OF NATIONALLY LOCATED TRAIN DRIVER TRAINING  
SIMULATORS**

**(TDTS) FOR A 2 YEAR PERIOD**

**SPECIFICATIONS**

**REFER TO SPECIFICATION:**

Document Name: Signed URS Mar 2012.pdf



## **SECTION 6**

**RFP NUMBER: RFP EWS 733**

**MAINTENANCE OF NATIONALLY LOCATED TRAIN DRIVER TRAINING  
SIMULATORS**

**(TDTS) FOR A 2 YEAR PERIOD**

**SUPPLIERS CODE OF CONDUCT**

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## SECTION 7

**RFP NUMBER: RFP EWS 733**

**MAINTENANCE OF NATIONALLY LOCATED TRAIN DRIVER TRAINING  
SIMULATORS  
(TDTS) FOR A 2 YEAR PERIOD**

**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**FOR THE SUPPLY OF GOODS TO TRANSNET**

**Refer Form US7 attached hereto.**

**Respondents should note the obligations as set out in  
Clause 19 of the General Tender Conditions which reads as follows:**

*"The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 – Services, a copy of which is attached hereto.*

*Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents, except penalties for late deliveries, the exclusion of which may disqualify the RFP, save where indicated otherwise by Transnet."*



## **SECTION 8**

**RFP NUMBER: RFP EWS 733**

**MAINTENANCE OF NATIONALLY LOCATED TRAIN DRIVER TRAINING  
SIMULATORS  
(TDTS) FOR A 2 YEAR PERIOD**

**GENERAL TENDER CONDITIONS**

Refer Form CSS5 attached hereto.





**SECTION 9**

**RFP NUMBER: RFP EWS 733**

**MAINTENANCE OF NATIONALLY LOCATED TRAIN DRIVER TRAINING  
SIMULATORS**

**(TDTS) FOR A 2 YEAR PERIOD**

**SUPPLIER / VENDOR DECLARATION FORM**

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**SECTION: 10**

**RFP NUMBER RFP EWS 733**

**MAINTENANCE OF NATIONALLY LOCATED TRAIN DRIVER TRAINING  
SIMULATORS**

**(TDTS) FOR A 2 YEAR PERIOD**

**NON-DISCLOSURE AGREEMENT**

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Respondent's Signature

---

Date and Company Stamp



## SECTION 11

**RFP NUMBER: RFP EWS 733**

### **MAINTENANCE OF NATIONALLY LOCATED TRAIN DRIVER TRAINING SIMULATORS**

**(TDTS) FOR A 2 YEAR PERIOD**

#### **CONFIRMATION OF ATTENDANCE AT BOTH THE BRIEFING SESSION AND SITE VISITS.**

(page 1 of 2)

The signature of the Transnet representative below, confirms that the below mentioned individual attended the compulsory tender briefing session, the site visit and is eligible to participate in the RFP.

I, \_\_\_\_\_ (name), a duly authorised representative of  
\_\_\_\_\_  
(company name),

hereby note and agree to the following conditions regarding the use of electronic copies of this tender document.

- Under no circumstances will the layout nor format be altered in any way.
- Under no circumstances will any information in the tender document, nor any accompanying specifications and / or annexures be altered in any way.
- No changes will be made to any detail nor requirements, in the accompanying tender documentation.

Furthermore I, the undersigned, UNDERSTAND AND ACCEPT, that should it at any stage be discovered, that the original electronic versions of the tender documentation, specification/s and / or annexures were changed, it will lead to the immediate disqualification of the tender offer submitted. The disqualification will be enforced at any stage of the tender process, even if the changes are discovered after the business has been awarded. Transnet will not be held liable and is indemnified against any and all claims, for any costs incurred by such defaulting supplier.

It is furthermore certified that the above named person, representing the above named company, has today:

- Attended the information session and the sites as detailed below
- Is conversant with the requirements of the tender
- Have received a complete set of the tender documents

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative



**CONFIRMATION OF ATTENDANCE AT BOTH THE BRIEFING SESSION AND SITE VISITS.**

(page 2 of 2)

Activity	Transnet Representative Signature
Attended the briefing session at Esselenpark	
Attended the site visit at Esselenpark	
Attended the site visit at Sentrand	

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## **SECTION 12**

**RFP NUMBER: RFP EWS 733**

### **MAINTENANCE OF NATIONALLY LOCATED TRAIN DRIVER TRAINING SIMULATORS**

**(TDTS) FOR A 2 YEAR PERIOD**

#### **LIST OF ACCOMPANYING DOCUMENTS.**

RFP EWS 733 Tender document

Supplier / Vendor Declaration Form (SDF)

Clause-by-Clause Compliance Schedule

Supplier Code of Conduct

Non-disclosure Agreement

CSS5 General Tender Conditions

US7 Standard terms and Conditions of Contract

Signed URS Mar 2012

Appendix A: Simulator Inventory list

Appendix B: Warrantee Dates

Appendix C: Scheduled Maintenance Plan Templates

Appendix D: Maintenance Exclusions

Appendix E: Spare parts List included in Contract

Appendix F: Simulator Addresses (site locations)