

RFP NUMBER

1030 98830

DESCRIPTION

REQUEST FOR PROPOSAL

**THE PROVISION OF OCCUPATIONAL SAFETY, HEALTH AND
HYGIENE RELATED TRAINING WITHIN TRANSNET FREIGHT
RAIL NATIONALLY.**

ISSUE DATE : 11 November 2008

CLOSING DATE : 09 December 2008

OPTION DATE : 28 February 2009

Briefing Session :

Venue : Room 914
30 Wolmarans Street
Umjantshi House

Date : 25 November 2008

Time : 10H00 to 12H00

PART 1

TERMS OF TENDER

1 CONTACT DETAILS

This tender form was issued on the 11th of November 2008, by the office of Supply Chain Services, General Services Department, Transnet Freight Rail, 33rd Floor, Carlton Centre, 150 Commissioner Street, Johannesburg, (Telephone (011) 308-1957 Mrs. Tarryn Foster where any additional information may be obtained.

2 COMPLETION OF TENDER

- 2.1 Transnet Freight Rail will not be liable for any costs incurred in the preparation of the tenderers tender.
- 2.2 All copies of the tender must be initialled on each page and signed by the duly authorised representative of the tenderer.

3 SUBMISSION OF TENDER

- 3.1 **Late tenders will not be considered** and tenders delivered to any address or deposited in any box other than that stipulated herein will be regarded as late tenders and will consequently be returned to tenderers.
- 3.2 **Tenders (In triplicate) must be enclosed** in sealed envelopes, which are to be endorsed as shown below;

TENDER NO.: 1030 98830-
DESCRIPTION: THE PROVISION OF OCUPATIONAL SAFETY, HEALTH AND HYGIENE
RELATED TRAINING WITHIN TRANSNET FREIGHT RAIL NATIONALLY.
CLOSING DATE: 09th December 2008

- 3.3 Tenders must reach The Chairman, Transnet Tenders, before the closing time. An envelope must NOT contain documents relating to any tender other than that shown on the envelope.
- 3.4 If posted, the envelope must be addressed to The Chairperson, Transnet Freight Rail Acquisition Council, P.O. Box 4244, Johannesburg, 2000 and must be dispatched in time for sorting by the Post Office into P O Box 4244, before the closing time. If a tender is received late, the Tenderers franking machine impression will not be accepted as proof that the tender was posted in time.
- 3.5 If delivered by hand, the envelope must be addressed to, The Chairperson, Transnet Freight Rail Acquisition Council, Ground Floor, Inyanda House, 21 Wellington Road, Parktown Johannesburg 2001.
- 3.6 and handed in at that address before the closing time.
- 3.7 **No e-mail or facsimile tenders** will be considered.
- 3.8 Tender no. **1030 98830** closes punctually at 10h00 on Tuesday 08TH December 2008.

3.9 NO LATE TENDERS WILL BE ACCEPTED.

Date: _____

Initial: _____

4 VALIDITY PERIOD

- 4.1 Transnet Freight Rail desires a validity period up to **28th February 2009** against this tender. It should be noted that Tenderers may offer an earlier validity period, but that their tenders may, in that event, be disregarded for this reason. Validity period: **28th February 2009.**

5 NEGOTIATION

- 5.1 Transnet reserves the right to negotiate prices and commercial aspects after the closing date of the tender.

6 ACTS TO BE COMPLIED WITH BY THE TENDERER

For the services to be provided as set out in PART 3, the Tenderer must observe and ensure compliance with all requirements and obligations as set out in the Labour Legislation of South Africa, *inter alia*, the following:

- 6.1 Skills Development Act, 97 of 1998 (“SDA”);
- 6.2 Employment Equity Act, 55 of 1998 (“EEA”);
- 6.3 Basic Conditions of Employment Act, 75 of 1997 (“BCEA”);
- 6.4 Labour Relations Act, 1995 (“LRA”);
- 6.5 Occupational Health and Safety Act, 85 of 1993 (“OHSA”); and
- 6.6 Compensation for Occupational Injuries and Diseases Act No 130 of 1993 (“COIDA”).

The tenderer must comply with all labor acts, especially Basic Conditions of Employment Act, 1997 (no working of double shifts etc.).

7 AWARDING OF TENDER

- 7.1 Transnet reserves the right to accept a complete tender even if it is not the lowest.
- 7.2 The acceptance of the tender will be made without obligation to acquire any of the services included in the tender, or to select any part of the Tenderers tender, or to discuss the reasons why a tender was accepted or rejected.
- 7.3 Incomplete tender documents may result in the Tenderers offer being overlooked.
- 7.4 Tenderers attention is also directed to form US7 (revised October 2007) General Conditions of SCS Tenders, Contracts and Orders.
- 7.5 Tenderers must familiarize themselves with the contents of THE TENDER PROCEDURES form CSS No.5 (revised February 2007) to ensure that tender documents are completed in all respects.

7.6 Transnet Ltd. has the right to award any or the full part of the business pertaining to this tender to any tenderer for whatever reason Transnet Ltd. seems deem to be fit.

Date: _____

Initial: _____

8 BLACK ECONOMIC EMPOWERMENT

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

Transnet will therefore prefer to do business with local business enterprises who share these same values. Transnet will endeavor to do business with local business enterprises that possess a BBBEE "recognition level" of **at least a level 5**. Transnet urges Tenderers (large enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies available, who do their BBBEE ratings in accordance **with the latest Codes (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies) – "List of Full Members" as displayed on the ABVA website (www.abva.co.za)**.

Although no agencies have, as yet, been accredited by SANAS (SA National Accreditation System), Transnet will, in the interim, accept rating certificates of tenderers who have been verified by any of the listed agencies.

Enterprises will be rated by such agency based on the following:-

1. Large Enterprises (i.e. annual turnover >R35million):

- Rating level based on all seven elements of the BBBEE scorecard.
- Kindly attached your BBBEE certificate and detailed scorecard

2. Qualifying Small Enterprises – (QSE) (i.e. annual turnover >R5million but <R35million):

- Rating based on any four of the elements of the BBBEE scorecard.
- Kindly attached your BBBEE certificate and detailed scorecard

3. Exempted Micro Enterprises – (EME) (i.e. annual turnover <R5m) are exempted from being rated/verified:

- Automatic rating of Level 4 BBBEE **irrespective of race of ownership**, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualifies as Level 3 BBBEE, 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% from the EME's Auditor/Accounting Officer.

In addition to the above, Tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their tenders the percentage, of the total contract value that will 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-contractor/s, as well as a breakdown of the distribution of the aforementioned percentage must also be furnished

In view of the high emphasis which Transnet places on Broad-based Black Economic Empowerment, **Transnet will allow certain preference points for BBBEE in the evaluation of all responses. Depending upon the value of the ensuing business award (i.e. below or in excess of R2m), the 80/20 or 90/10 point preference systems will be utilized where BBBEE will count out of 20 or 10 respectively in the evaluation process.**

EACH RESPONDENT IS REQUIRED TO FURNISH PROOF OF THE ABOVE TO TRANSNET. FAILURE TO DO SO WILL RESULT IN A SCORE OF ZERO BEING ALLOCATED FOR BBBEE.

Date: _____

Initial: _____

Turnover: Kindly indicate your company's annual turnover for the past year R_____

- If annual turnover <R5m, please attach confirmation from your Auditor/Accounting Officer
- If annual turnover >R5m please attach accreditation certificate and detailed scorecard by an ABVA accreditation agency (registered as a "Full Member")

9 BREACH OF CONTRACT

The successful tenderers contract will be terminated by giving 30 days notice should the services be found to be in error of the conditions/specifications or not performing their duties to satisfaction.

Date: _____

Initial: _____

10 INDEMNITY CLAUSE

Transnet will not be held responsible for any injuries incurred by the Tenderer while rendering the service.

11 DAMAGE TO TRANSNET LIMITED PROPERTY:

The successful tenderer shall be liable to make good any damage which may be caused to Transnet Limited Property by their servants or agents whilst upon Transnet Limited premises, whether or not such damage is due to negligence on the part of such servants or agents and the successful tenderer shall and hereby do further indemnify Transnet Limited against liability for any loss of or damage to property whether belonging to them, their servants or agents or any third party, or for the death of or injury to any person, which may either directly or indirectly be caused by or arise out of the removal and disposal of the hazardous waste.

12 SUPPLIER / SERVICE PROVIDER

The Tenderer must state hereunder the name and address of the Company / Contractor that will be rendering the said service.

NAME OF COMPANY

ADDRESS (PHYSICAL)

.....

.....

.....

.....

13 COMMENCEMENT PERIOD

Tenderers are to advise hereunder when they can commence with the contract after notification of award of business.

.....(Days/Weeks/Months)

14 PENALTY CLAUSE

The Client shall be entitled to levy a penalty of 0.5% on the total value of each invoice submitted for payment for its failure to complete the Project deliverables on time as per agreed delivery schedule, provided that the cumulative monetary value of all the amounts levied as penalty in terms hereof shall not exceed an amount representing 3% of the total contract value.

Date: _____ Initial: _____

15 TENDERER'S UNDERTAKING

I/We.....

of

offer to undertake in accordance with the schedule of requirements and any specification(s) annexed hereto or mentioned herein, at the price(s) quoted and in accordance with the delivery conditions and other terms set out herein.

15.1 agree to be bound by those conditions in Transnet's Limited

15.1.1 General conditions of Supply Chain Services tenders, contracts and orders, form No. US7 (revised October 2007)

15.1.2 tender procedures, form CSS No. 5 (revised February 2007)

15.1.3 any other standard or special conditions mentioned and / or embodied in the tender form and tender form and

15.2 agree that this tender (read with any accompanying correspondence) constitutes an offer of such nature that only acceptance thereof by Transnet Limited in writing (including by fax) will bring into existence a contract or order, the terms of which are as set out in this tender, such accompanying correspondence, the annexure's hereto, the general conditions of Supply Chain Services tenders, contracts and orders, form No. US7 (revised February 2007) and any other conditions mentioned or embodied in this tender form, relating to contracts and Contractors.

15.3 agree that if after notification of acceptance of this tender, I/We fail to enter into a contract when requested to do so, within the period stipulated in the conditions of this tender or within such extended period as Transnet Limited may allow, I/We will be held liable for any additional expense which Transnet Limited may incur in having to call for tenders afresh and/or accepting any less favorable tender to complete the whole or remaining portion of the contract.

16 TAX REGISTRATION NUMBER

The Tenderer must stated hereunder the tax registration number which is applicable to value added tax.

.....

17 TAX CLEARANCE CERTIFICATE

Tenderers are requested to forward a copy of their Company's Tax Clearance Certificate with their tender.

.....

Date: _____ Initial: _____

18 NAME (S) AND ADDRESS/ADDRESSES OF DIRECTOR (S)

The Tenderer must disclose hereunder the full name(s) and address(s) of the director(s) of the company on whose behalf the tender is submitted.

- (i) Registration number of company
- (ii) Registered name of company
- (iii) Full name(s) of director(s) Address/Addresses

PREVIEW COPY ONLY

19 REGISTRATION CERTIFICATE

Tenderers are requested to forward a copy of their Company's Registration Certificate with their tender.

20 SIGNING OF TENDER DOCUMENTS

By signing the tender documents, the Tenderer is deemed to acknowledge that he has made himself thoroughly familiar with all the conditions governing this tender, including those contained in any printed form stated to form part thereof and Transnet Limited will recognise no claim for relief based on an allegation that the Tenderer overlooked any such condition or failed properly to take it into account for the purpose of calculating his tender prices or otherwise.

SIGNATURE OF TENDERER(S).....

PRINT NAME OF CONTACT PERSON.....

ADDRESS.....

TELEPHONE NO.....

FAX NO.....

DATE.....

Date: _____

Initial: _____

21 CREDENTIALS

Tenderers are to submit written data on separate sheets as to their abilities and capabilities, track record etc. with regards to the safety video services proposed for.

22 ADDITIONAL INFORMATION

Tenderers requiring additional information and directions to the briefing session pertaining to this tender may approach the following contact person/s, Mr. Deon Mouton Tel nr (011) 011-773-7639 or Cell: 083-283-7006.

23 PRESENTATIONS

Tenderers may be required to do a presentation on their ability and capability to conduct such services accordingly, as called for from time to time. The presentation is for the allowance to detail any misconceptions with regards to the services to be supplied. The notice period to do presentations will be conveyed in time.

24 TRANSFER OF SKILLS

The Service Provider/s may during the duration of the contract expose designated employees of Freight Rail to in order to transfer such skills to the said employees of Freight Rail. Please indicate whether your company has any objection to the above mentioned:

Yes : _____

No : _____

25 CONTRACT PERIOD

Although the contract period is deemed to be Once-Off it will be required at a specific time, Transnet Ltd. shall have the right to terminate any resulting contract at any time due to operational changes within Transnet Ltd. or non-performance on the part of the contractor. The notice period will be informed at the appropriate time.

26 CONFIDENTIALITY

All information related to this tender document and its contents, both during and after completion, will be treated with the strictest confidence. Should the need however arise to divulge any information gleaned from the project which is either directly or indirectly related to Transnet Ltd. / Freight Rail, written approval to divulge such information will have to be obtained from Transnet Ltd./ Freight Rail.

27 DESTINATIONS / SITES

The services to be supplied will be required to be delivered at the specific site/ address as will be communicated to the successful bidder.

Date: _____

Initial: _____

NB. Tenderers are to be advised that adjudication criteria will be utilised to evaluate all Prospective bidders on their proposals etc. but will not be limited to the criteria.

28 CRITERIA:

Commercial

- Competitive Pricing
- Sustainable cost benefits and value add propositions
- Financial stability of the tenderer

Technical

- Number of years in business
- References
- Training equipment (dedicated sites/mobile)
- Representation (national footprint)
- Number of training personnel
- Administration support
- Reporting

Accreditation (affiliation to an accredited body

- Service level guarantees (quality/quantity etc.)

BBBEE

29 FRAUD HOTLINE

Transnet strives to be fair, equitable and just in all its dealings with tenderers. As such we encourage all tenderers to report any practice, activity or information that they are aware of or become aware of which may result in any perception of or actual fraud being committed against or in the name of Transnet.

The hotline details are:-

Hotline telephone: 0800 003 056
Email: transnet@tip-offs.com
Fax: 0800 007 788

All information received will be treated with the utmost confidentiality

TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS

CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the contractor is an “employer” in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Limited for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
 - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
 - 6.2 The safe working methods and procedures to be implemented to ensure work is performed in compliance to the Act.
 - 6.3 The safety equipment, devices and clothing to be made available by the contractor to his employees.
 - 6.4 The site access control measures pertaining to health and safety to be implemented.
 - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet Limited.
- 10) The contractor shall furnish the* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet Limited immediately with full particulars of any sub-contractor

which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.

- 11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) The Fall Protection Plan shall include:
 - 14.1 A risk assessment of all work carried out from an elevated position
 - 14.2 Procedures and methods to address all the identified risks per location
 - 14.3 Evaluation of employees physical and psychological fitness necessary to work at elevated position.
 - 14.4 The training of employees working from an elevated position.
 - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The contractor shall advise the * Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet Limited of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 16) Copies of all appointments required by the act must be given to * Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet Limited.
- 17) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his subcontractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the contractor and his subcontractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet Ltd premises.
- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.
- 20) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.

21) All clauses in the contract pertaining health and safety forms an integral part of the contract and if not complied with may be construed as breach of contract.

PART 2

TENDER BRIEFING SESSION:

A **COMPULSORY** tender site meeting will be held at the following venue:

Time : 10h00 to 12h00
 Date : 25th November 2008
 Venue : Room 914
 Umjantshi House
 30 Wolmarans Street
 Braamfontein
 Town/City : Johannesburg

The briefing session is compulsory and companies not attending **will be overlooked** during the tender process.

Contact person for briefing session attendance and directions:

Contact Persons: Mrs. Tarryn Foster (011) 308-1957/ Mr. Deon Mouton 011-773-7639/083-283-7006.

ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of

Has/have today attended the Tender briefing in respect of the proposed:

.....
 TRANSNET'S REPRESENTATIVE
 REPRESENTATIVE

.....
 TENDERER'S

DATE :.....

VERY IMPORTANT

ANY TENDERER NOT ATTENDING THE SITE MEETING WILL AUTOMATICALLY BE EXCLUDED FROM THE TENDER PROCESS

PART 3

SCOPE OF WORK

TENDER ENQUIRY

PROVISION OF OCCUPATIONAL SAFETY, HEALTH AND HYGIENE RELATED TRAINING WITHIN TRANSNET FREIGHT RAIL NATIONALLY

PROJECT SPECIFICATION

2. BACKGROUND

The Specialists Safety Professionals within Transnet Freight Rail were tasked to conduct the following occupational safety, health and hygiene related training on a national basis:

- Safety, Health and Environmental Representatives (SHE Reps);
- Hazard identification and risk assessments (HIRA);
- Safety, health and environmental introduction (SHE Induction);
- Written safe working procedures (WSWP's).

It is no longer possible to conduct the mentioned training courses internally as a result of the following reasons:

- Revision of outputs and tasks of the Specialist Safety Professionals;
- Additional outputs of personnel to not only provide occupational safety, health and hygiene support services but also operational safety related support;
- The subsequent increase in workload;
- The number of vacancies that exist and filling of positions with personnel that do not have the required qualifications to facilitate training;
- Inadequate internal NQF certification.

3. RESPONSIBILITIES OF TRANSNET FREIGHT RAIL:

- Appropriate induction and assistance to the contractor;
- Responsible for supplying all required and relevant information to the contractor;
- Provision of relevant policies procedures, standards and guidelines;
- Releasing of employees for training interventions in terms of internal needs analysis;

4. CONTRACT DETAILS:

Any contract that may result from this tender shall specify that the contractor is sole responsible for fulfilment of the contract with Transnet. Transnet will make payments to the contracted company only;

- Use of subcontractors must be clearly explained in the tender and all subcontractors must be identified by name as well as their BBBEE / HDI status. The contracted company shall be wholly responsible for the entire contract performance and risks;
- The contracted company shall agree to accept Transnet's interpretation of any specific requirement in this tender document. Should there be any difference in interpretation between any specific request in this document and any document

submitted by the contracted company, Transnet's interpretation shall prevail and shall be regarded as final;

- All personnel working on Transnet premises must complete the Transnet Confidentiality Agreement;
- Any security rules and regulations as applicable for different sites must be adhered to at all times;
- The contracted company must ensure that all staff members are fully briefed as to the Terms and Conditions of this contract;
- The contracted company must produce proof of the qualifications of their personnel to Transnet Freight Rail;
- Payment of services will be in terms of the agreed rates and within 30 days after submission of invoices. All invoices to be forwarded to and processed by Transnet Freight Rail Corporate Safety Office;
- The Occupational Safety, Health and Hygiene department within the Corporate Safety Office will manage the contract;
- The quality of services of contractors will be subject to Transnet Freight Rail's audit program.

It must be noted that mentioned specifications are the minimum standard that is required.

5. SCOPE OF WORK

- The following are the required training courses:
 - Safety, Health and Environmental Representatives (SHE Reps);
 - Hazard identification and risk assessments (HIRA);
 - Safety, health and environmental introduction (SHE Induction);
 - Written safe working procedures (WSWP's).

Interested parties shall provide the following detailed information in terms of each above mentioned training course:

- Course objective;
 - Learning outcomes in terms of:
 - legal requirements;
 - SHE requirements.
 - Core competence that will be obtained;
 - Recommended target groups;
 - Contents and language of learning material;
 - Certification of attendees;
 - Relevant SETA accreditation and description number;
 - NQF level and unit standards of courses;
 - Cost breakdown in terms of:
 - duration of courses;
 - maximum number of attendees;
 - cost per group and / or candidate;
 - Terms and conditions.
- Determine the training interventions, dates, venues and number employees per department;
 - Provide participants manuals for each employee and for each training intervention;
 - To compile and submit monthly reports on training conducted;
 - To submit invoices on agreed principles;
 - To liaise and meet with Transnet Freight Rail Corporate Safety Office on agreed principles and interventions;
 - To submit comprehensive BBBEE status in order to comply with Transnet Freight Rail requirements;
 - To provide income tax status;

- To provide required documentation in accordance with Transnet Freight Rail tender / vendor declaration form;
- To submit COID / Compensation Letter of Good Standing.

6. **DELIVERABLES**

Interested Tenderer(s) will:-

- **Submit a detailed plan with timelines to comply with and roll-out the scope of work.**
- **Proof of non-compliance by the contractor to deliver on SHE training services in accordance with the scope of work will result in penalties.**
- **Tenderers' shall supply as part of the quotation a method statement on the proposed manner in which the Tenderer proposes to address the project.**

7. **AVAILABLE INFORMATION**

The following will be made available to the Tenderers on the briefing session:

- The extent of the project on a national basis within Transnet Freight Rail.
- All available information as is known to Transnet Freight Rail, regarding this project.

8. **CONFIDENTIALITY**

The matter is regarded as strictly confidential between Transnet Freight Rail and the prospective Tenderers and must be treated as such. Any interaction with the media or other parties for the purpose of communication shall be permitted only via the Transnet Freight Rail Corporate Communications Office.

9. **QUALIFICATIONS AND EXPERIENCE OF THE SPECIALIST CONTRACTOR**

The contract envisaged under this tender will only be awarded to a contractor that can provide the required product and services.
Proof of all mentioned qualifications, etc. is required.

Tenderers' shall comply with all relevant legal requirements and confidentiality protocol.

Tenderers' shall attach full particulars and contact numbers of personnel that will be involved in the contract.

Given the responsible nature of the work envisaged under this contract, Transnet reserves the right to award the tender to a contractor of choice, with due regard for a favourable balance between the cost of services, resources available and experience in the relevant field.

The lowest tender may therefore not necessarily be accepted. Unsuccessful Tenderers may be advised on reasons for acceptance or non-acceptance of any tender, without disclosure of any tender prices being given.

11. **QUANTITIES AND CONTRACT VALUE**

The quantities as stated in the schedule of prices attached are entirely provisional and may be more or less than those stated.

The final contract value may therefore be more or less than the tendered value. In the event of the latter, Transnet will not be liable for any such difference between tendered and actual amounts.

Rates quoted for individual quantities shall remain fixed, irrespective of any upward or downward variation in such quantities and no escalation will be paid.

This contract makes no provision for establishment and disestablishment of the Contractor's site. All site establishment, accommodation, services and infrastructure that may be required by the Contractor shall be deemed to be included in the contract rates.

The Tenderer shall submit an itemized quotation clearly pricing measurable activities as itemized in the scope of work reflected in item 5 and approximately as below:

Item	Description	Unit	Budget Quantity	Tendered Quantity	Tendered Rate (R.c.) per unit	Amount (R.c)
1	Price per required training course in terms of cost breakdown reflected in item 5 above: 1. SHE Rep 2. SHE Induction 3. HIRA 4. WSWP's					

Unless stated to the contrary, prices are deemed to exclude VAT.

Scheduled items that are not priced must be clearly indicated as Nil.

Payment for work performed will be on an actual basis at the rate per activity as tendered. The estimated quantity tendered, (e.g. number of hours or kilometres), may only be exceeded with prior approval by Transnet Freight Rail.

12. TERMINATION OF CONTRACT

Transnet shall have the right to terminate the above contract on grounds of non-performance, or unsatisfactory performance on the part of the Contractor in the execution of the works.

Termination shall take place only after thorough consideration and due notification of grounds being provided by the Manager in writing, with a notice period of (5) five working days.

13. MEASUREMENT AND PAYMENT FOR SERVICES

13.1 MEASUREMENT

a) Traveling time (hour)

This item covers the costs associated with the time spent traveling to and from the site for the purpose of carrying out the duties of the Contractor.

Traveling time shall be measured on an actual basis, recorded separately from inspection time. Provision has been made for travel by road and no separate payment will be made for other modes of transport.

b) Travel costs (km)

This item covers all travel costs (excluding time) incurred by the contractor in traveling to, on and from the site. Travel costs shall be based on a distance not exceeding the distance between the Tenderer's office and the work site or actual distance, whichever distance is the lesser.

c) Professional Time (hour)

This item covers the costs for carrying out the duties as described in the scope of work and the method statement submitted and approved.

The item shall include all travelling time as well as travel cost.

d) Reporting (hour)

The cost for this item to be included in the duties as described in the scope of work and the method statement submitted and approved.

e) Disbursements (sum)

Provision is made in this item for reasonable disbursements incurred in the execution of the work by the contractor. Disbursements will be paid on an actual basis on production of the necessary supporting documentation.

Separate payment will not be made for cell or other phone calls, faxes etc, all of which are deemed included in the Tenderer's overall professional and traveling rates.

13.2 PAYMENT

All work and services rendered will be measured monthly on the 15th and payment will be made within thirty days thereafter. The Contractor shall submit an itemised invoice per the items in the Schedule of Prices, supported by a suitable timesheet. A timesheet template deemed suitable by Transnet Freight Rail is available, if required.

All abovementioned cost as well as the required training and distribution cost to be included in the pricing structures required in quantities and contract values in item 11 of this tender specification.

14. CLOSING DATE AND ENQUIRIES

The closing time and date for a response to this enquiry is 10H00 on Tuesday 09th December 2008.

A compulsory briefing session for interested Tenderers is scheduled for Tuesday 25th November 2008, commencing from 10:00. Details of the location and programme can be obtained from Mr. Deon Mouton, details as below.

The work described must commence and be completed in accordance with the submitted and detailed plan that include timelines.

The Tenderer is free to approach only the following designated persons for further information with regard to this enquiry:

Mr. Deon Mouton
Manager (Occupational Safety, Health and Hygiene)
Transnet Freight Rail
JOHANNESBURG

Tel: 011 773-7639
Fax: 011 773-2713
Cell: 083 283 7006
E-mail: Deon.Mouton@transnet.net

OR

Tarryn Foster
Senior Buyer
Strategic Sourcing
Supply Chain Services

Tel : (011) 308-1957
Fax : (011) 308-1103/4 or 1422
E-Mail : Tarryn.Foster@transnet.net

PART 4**TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS****CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT**

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the contractor is an “employer” in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a designated by Transnet Limited for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor must appoint a Health and Safety Coordinator to liaise with Transnet Limited on matters pertaining to occupational health and safety.
- 5) The appointed Safety Coordinator must liaise at least once a week with the* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet Limited.
- 6) The contractor shall furnish the* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet Limited immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 7) The contractor shall advise the * Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet Limited of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 8) Copies of all appointments required by the act must be given to * Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet Limited.
- 9) A letter of good standing terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 10) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.

*As applicable

COMPANY INFORMATION

STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:

Tenderers are to advise for which other companies have they successfully provided or are currently providing similar services.

Service Description (supplying materials/services)	For whom done	Period	Contact person and Tel or Cell number

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Note: Additional information may be attached on a separate sheet.

Date: _____ Initial: _____

1. Section 1

1.1 COMPANY INFORMATION

Name of company			
Company registration number			
Nature of core business			
Type of company			
VAT registration number			
Income Tax registration number			
Tax clearance certificate (the latest, please attach)		YES	NO
Tax Clearance certificate Expiry Date			
Physical address	Street		
	City		
	City postal code		
Postal address	PO Box / P Bag		
	Postal area		
	Postal City		
	Box postal code		
Telephone no. (e.g. 0113081693)			
Fax number (e.g. 0113071789)			
e-mail address			
Web address			
Contact person			
Contact person – cell number			
Contact person -Telephone no. (e.g. 0113081693)			

1.2 BANKING DETAILS

Supply an original cancelled cheque or an original letter from the bank verifying banking details (containing an official bank stamp)

Payment (EFT)	EFT PAYMENTS ONLY
Bank name	
Bank account holder	
Bank account number	
Branch name	
Branch code	
Country code (South Africa – ZA)	

Section 2

2.1 BBBEE INFORMATION

2.1.1	Has your Company been measured/assessed for its BBBEE compliance/status?
YES	
NO	

2.1.2	If YES by whom was it done?
	Rating Agency
	Self Assessment
	Consultant
	Auditor
	Other

2.1.3	% Of BEE Ownership	% Of Black Women Ownership	% Of Disabled Ownership
	A – 91-100%	A – 91-100%	A – 91-100%
	B – 81-90%	B – 81-90%	B – 81-90%
	C – 71-80%	C – 71-80%	C – 71-80%
	D – 61-70%	D – 61-70%	D – 61-70%
	E – 51-60%	E – 51-60%	E – 51-60%
	F – 41-50%	F – 41-50%	F – 41-50%
	G – 31-40%	G – 31-40%	G – 31-40%
	H – 21-30%	H – 21-30%	H – 21-30%
	I – 11-20%	I – 11-20%	I – 11-20%
	J – 1-10%	J – 1-10%	J – 1-10%
	K – 0%	K – 0%	K – 0%
	P – Parastatals		
	Z – Internal Vendors		

2.1.4	EME (T/O of <R5M)	QSE (T/O of > R5M but <R35M)	Large Enterprise (T/O of >R35M)
	Yes	Yes	Yes
	No	No	No

2.1.5	Majority Race Ownership							
	B – Black		W – White		C – Coloured		A – Indian	

2.1.6	BBBEE Contribution Level	BBBEE Score	BBBEE Recognition level	Mark with "X"
	1 – Level 1 Contribution	>100	135 % (e.g. R1 = R1.35)	
	2 – Level 2 Contribution	85 – 100	125 %	

3 – Level 3 Contribution	75 – 85	110 %	
4 – Level 4 Contribution	65 – 75	100 % (e.g. R1 = R1.00)	
5 – Level 5 Contribution	55 – 65	80 %	
6 – Level 6 Contribution	45 – 55	60 %	
7 – Level 7 Contribution	40 – 45	50 %	
8 – Level 8 Contribution	30 – 40	10 %	
9 – Level 9 Contribution	<30	0 % (e.g. R1 = R0.00)	
E – Exempt			
BBBEE Validity Expiry			

In terms of the above; kindly attach the BBBEE certificate and the detailed scorecard.

NB. If the BBBEE certificate and detailed scorecard from a full member of the Association of BEE Verification Agency (ABVA) is not provided, your company will be classified as a Level 9 (non compliant) BBBEE company.

Legend: EME – Exempted Micro Enterprise ;QSE - Qualifying Small Enterprises; T/O – Turn Over; BBBEE – Broad Base Black Economic Empowerment; BWBE – Black Women Business Enterprise; DPBE – Disabled Persons Business Enterprise; MR– Majority Race;

2.2 VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(* - Minimum requirements)

2.2.1 Type of Firm: *

Partnership	<input type="checkbox"/>	Sole Trader	<input type="checkbox"/>
Close Corporation	<input type="checkbox"/>	Company (Pty) Ltd	<input type="checkbox"/>
Other (specify)	<input type="checkbox"/>		<input type="checkbox"/>

2.2.2 Indicate the business sector in which your company is involved/operating:

*

Agriculture	<input type="checkbox"/>	Mining and Quarrying	<input type="checkbox"/>
Manufacturing	<input type="checkbox"/>	Construction	<input type="checkbox"/>
Electricity, Gas and Water	<input type="checkbox"/>	Finance and Business Services	<input type="checkbox"/>
Retail, Motor Trade and Repair Services	<input type="checkbox"/>	Wholesale Trade, Commercial Agents and Allied Services	<input type="checkbox"/>
Catering, accommodation and Other Trade	<input type="checkbox"/>	Transport, Storage and Communications	<input type="checkbox"/>
Community, Social and Personal Services	<input type="checkbox"/>	Other (Specify)	<input type="checkbox"/>
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

2.2.3 Credit Controller's Details

Credit Controller's Name	
Credit Controller's Contact Number	

2.2.4 How would you prefer to receive Remittance advices?

Fax	<input type="checkbox"/>	Email	<input type="checkbox"/>	Post	<input type="checkbox"/>
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2.2.5 What is your company's annual turnover (excluding VAT)? *									
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.2.6 Where are your operating/distribution centres situated *		

2. Section 3

3.1 VENDOR OWNERSHIP DETAIL

(Please tick as applicable) (* - Minimum requirements)

3.1.1 Did the firm previously operate under another name? *			
YES		NO	

3.1.2 If Yes state its previous name:*	
Registered Name	
Trading Name	

3.1.3 Who were its previous owners / partners / directors?*	
SURNAME & INITIALS	ID NUMBERS

3.1.4 List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *								
SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

3.1.5 List details of current directors, officers, chairman, secretary etc. of the fi						
SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE	CONTACT NUMBER

					FIRM	

3.1.6 List details of firms personnel who have an ownership interest in another

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

3.2 VENDOR OWNERSHIP DETAIL

(Please tick as applicable) (* - Minimum requirements)

3.2.1 How many personnel does the firm employ? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

3.2.2 In terms of above kindly provide numbers on women and disabled personnel? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

3.2.3 Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

3.2.4 Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

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

3.2.5 Is your company a recipient of Enterprise Development Contributions?*

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

3.2.6 May the above mentioned information be shared and included in Transnet Supplier Database for future reference? *

--	--

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

3.2.7 If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *

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

3.2.8 If yes (above) kindly provide the following information:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

3.2.9 In terms of above kindly provide numbers on woman and disabled personnel:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

3.2.10 Are any of your members/shareholders/directors ex employees of Transnet?

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

3.3 REQUIRED VENDOR FORMS

KINDLY ENSURE THAT THE FOLLOWING DOCUMENTATION IS ATTACHED: -		YES	NO
*	Cancelled Cheque or an original letter from the bank verifying banking details (containing an official bank stamp)		
*	Certified Copy of Identity Documents of Members / Shareholders / Directors (where applicable)		
*	Certified Copy of Share Certificates / CK1 & CK2		
*	Certified Copy of Certificate of Incorporation and CM29/ CM9 (Name Changes)		
*	Certified Copy of SARS VAT Registration Certificate		
*	A Current and Original Tax clearance certificate from the South African Revenue Services must be attached		
	Certified Copy of Equity Plan / Training Plan		
	Memorandum of Agreements / Member / Partnership Agreements (where applicable)		
*	Certified Copy of Financial Statements (For the past three years) including Balance Sheets		
*	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy		
*	Certifications e.g. CIDB (Construction), BBBEE (From an Accredited Rating (Agency)		
*	Application must be signed by a Commissioner Of Oaths		
	Other Relevant Documentation		

I / we hereby guarantee that the above information given by me/us to you in respect of the details of my/our bank account are correct and I / we hereby indemnify Transnet from any loss and / or damages howsoever caused that I / we or any other party may suffer as a result of the said information being incorrect.

Changes to our bank account will be given to Transnet in writing, together with a confirmation letter from our bankers.

I, the undersigned warrant that I am duly authorised to complete and sign these documents on behalf of the firm/ organisation and that the information furnished is true and correct.

I further warrant that the members / shareholders are not nominee members / shareholders and the stated members / shareholders are the beneficial members / shareholders.

I also agree that, in the event of false, incorrect or misleading information being provided in this declaration, Transnet shall have the right to: -

- o Repudiate any contract that may have been awarded; and / or
- o Recover any losses or damages sustained by Transnet as a result of the award of any contract; and / or
- o Restrict the tenderer from further business with Transnet for a period between one year to five years depending on Transnet's view on the seriousness of the misconduct and the degree of prejudice suffered by Transnet.

DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF FIRM / ORGANISATION

Name: _____

Signature: _____

Date: _____

Telephone No: _____

Address: _____

COMMISSIONER OF OATH:

Name: _____

Signature: _____

Date: _____

Telephone No: _____

Address: _____

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TRANSNET DEPARTMENTAL QUESTIONNAIRE for SDF

All document to be completed in English

Note: This document is for internal use and is to be used in conjunction with the SDF

1.1 CREATE / UPDATE VENDOR DETAILS

Please mark with an "X" to indicate if this is a vendor update/creation

Create **Update**

SAP Reference number(s)
(Please supply with your Operating Division's SAP No. / Ref #)

Transnet Corporate Number:

CO / Code **Purchase Org.**

Operating Division (mark with an x)	Freight Rail	National Ports Authority	Port Terminals	Pipelines	Rail Engineering

Originator:
(initials & surname)

Originating depot **TEL:**

1.2 TO BE COMPLETED BY LINE DEPARTMENT

Operating Division (mark with an x)

Freight Rail	National Ports Authority	Port Terminals	Pipelines	Rail Engineering

(a) What is being procured from this supplier?

(i) Products only	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
(ii) Services only	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
(iii) Labour only	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
(iv) Mix of Services & Products	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
(v) Mix of Services & Labour	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

(b) If your answer is YES to any one of the questions (ii) to (v), please indicate whether the relevant documentation such as the Tax Declaration form/Questionnaires have been submitted to the appropriate Cross Functional Sourcing Team for a decision regarding tax withholding from payments to this supplier.

YES NO

(c) If your reply to (b) is "NO", please furnish reasons: _____

(d) Motivate/Confirm Technical compliance/acceptability: _____

Name : _____ Grade: _____

Signature: _____ Date: _____

1.3 TO BE COMPLETED BY SOURCING DEPARTMENT Questionnaire A of B

Purchasing Group	_____
Cost Centre	_____
Telephone number	_____

(a) Motivate/Confirm process/procedure and DPP compliance/acceptability: _____

Name : _____ Grade: _____

Signature: _____ Date: _____

1.4 TO BE COMPLETED BY THE BEE DEPARTMENT

(a) Confirm BEE status:

Narrow Based (NB)

BEE O/S	BWBE	DPBE	MR

Broad based (BBBEE)

CONTB. LEVEL	EME. <R5m	QSE >R5m <R35m	LARGE >R35m	VALIDITY DATE

Name : _____ Grade: _____

Signature: _____ Date: _____

1.5 TO BE COMPLETED BY SUPPLIER MANAGEMENT DEPARTMENT

I hereby approve / disapprove the application

Supplier number	
Date captured on SAP	
Recon Account	

Name : _____ Grade: _____

Signature: _____ Date: _____

Legend: **BWBE** – Black Women Business Enterprise
DPBE – Disabled Persons Business Enterprise
MR – Majority Race
EME - Exempted Micro Enterprise

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Questionnaire A of B