



TRANSNET FREIGHT RAIL
a Division of
TRANSNET SOC LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR PROPOSAL ("RFP")

RFP NUMBER: HOAC-ESS-8240

PROVISION OF SERVICE PROVIDER TO BE ACCREDITED FOR THE SPECIFIC EDUCATION TRAINING AND DEVELOPMENT PROGRAMMES REQUIRED AND ALL THE RELATED UNIT STANDARDS AND SKILLS PROGRAMMES REQUIRED AT SCHOOL OF RAIL ESSELENPARK FOR A TWO YEAR PERIOD

ISSUE DATE : 13 MARCH 2012
CLOSING DATE : 27 MARCH 2012
CLOSING TIME : 10H00
BRIEFING SESSION : 23 MARCH 2012 (10H00)
OPTION DATE : 29 JUNE 2012
VENUE : JUNCTION ROOM 723, ROAD P91/1 OFF THE R25, ESSELENPARK, SCHOOL OF RAIL.

TENDER BOX ALLOCATED AT THE CHAIRPERSON TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG.

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

Respondent's signature

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Date and company stamp



RFP NUMBER: HOAC-ESS-8240

PROVISION OF SERVICE PROVIDER TO BE ACCREDITED FOR THE SPECIFIC EDUCATION TRAINING AND DEVELOPMENT PROGRAMMES REQUIRED AND ALL THE RELATED UNIT STANDARDS AND SKILLS PRORAMMES REQUIRED AT SCHOOL OF RAIL ESSELENPARK FOR A TWO YEAR PERIOD

SCHEDULE OF DOCUMENTS

Section

- 1. Notice to Bidders**
- 2. Background, Overview and Scope of Requirements**
- 3. Proposal Form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFP Documents**
- 6. Pricing**
- 7. General Tender Conditions (CSS5 – Goods)**
- 8. Standard Terms and Conditions of Contract (US7)**
- 9. Non-Disclosure Agreement**
- 10. Supplier Declaration Form**
- 11. Health and Safety Questionnaire**
- 12. Suppliers Code of Conduct**
- 13. Certificate of attendance to Briefing Session**

Respondent's signature

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Date and company stamp



SECTION 1

RFP NUMBER: HOAC-ESS-8240

PROVISION OF SERVICE PROVIDER TO BE ACCREDITED FOR THE SPECIFIC EDUCATION TRAINING AND DEVELOPMENT PROGRAMMES REQUIRED AND ALL THE RELATED UNIT STANDARDS AND SKILLS PROGRAMMES REQUIRED AT SCHOOL OF RAIL ESSELENPARK FOR A TWO YEAR PERIOD

NOTICE TO BIDDERS

1. Proposals are requested from interested Respondents to supply the above-mentioned service to TRANSNET.

On or after **Tuesday, 13 March 2012** the RFP documents may be inspected at, and are obtainable from the Reception, Ground Floor, Transnet Freight Rail, Tender Advice Centre, 21 Wellington Road, Inyanda House 1, Parktown, Johannesburg during office hours 08h00 to 15h00.

A non-refundable tender fee of R750.00 (inclusive of Vat) is applicable per tender.

Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect tender number **RFP NUMBER: HOAC-ESS-8240** and the Company Name.

Receipts to be presented prior to collection of the RFP.

NOTE 1.1 This amount is not refundable. RFP documents will only be available until **15h00 on Thursday, 22 March 2012.**

2. A formal briefing session will be held (see date, time and venue on the cover page).
3. For specific queries before the closing of the RFP, the following Transnet employee(s) may be contacted by email only:

NAME : Lindi Makhubo
Tel : (011) 584-0634
Email : Lindi.Makhubo@transnet.net

or

Respondent's signature

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Date and company stamp



Name : Mashako Mathebula
Tel : (011) 929-1302/ 011 544 9441
Email : Mashako.Mathebula@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. For this purpose all Respondents need to indicate their intention to respond by informing the above-mentioned TRANSNET employee (per email only) of their contact numbers as soon as possible but before 16 March 2012.

4. Proposals in duplicate must reach the Secretary, TRANSNET Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:
- (a) **Tender No. RFP: HOAC-ESS-8240.**
 - (b) **Description: PROVISION OF SERVICE PROVIDER TO BE ACCREDITED FOR THE SPECIFIC EDUCATION TRAINING AND DEVELOPMENT PROGRAMMES REQUIRED AND ALL THE RELATED UNIT STANDARDS AND SKILLS PROGRAMMES REQUIRED AT SCHOOL OF RAIL ESSELENPARK FOR A TWO YEAR PERIOD.**
 - (c) **Closing date and time : 27 March 2012 at 10h00.**
 - (d) **Closing address (refer options paragraph 4, 5 and 6 below).**

5. **DELIVERY INSTRUCTIONS FOR THIS RFP:**

- 4.1 **If posted**, the envelope must be addressed to the Chairman, 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 Proposal, 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 tender box which is located at the main entrance, Inyanda House, Parktown and should be addressed as follows:

**THE Secretary
Transnet Freight Rail Acquisition Council
Ground Floor, Inyanda House 1
21 Wellington Road
Parktown
JOHANNESBURG
2001**

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

Respondent's signature

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Date and company stamp



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

**THE SECRETARY
TRANSNET FREIGHT ACQUISITION COUNCIL
21 WELLINGTON ROAD
INYANDA HOUSE 1
PARKTOWN
JOHANNESBURG**

6. Please note that this RFP closes punctually at **10:00 on Tuesday 27 March 2012**.
7. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
8. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED
9. The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
10. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
11. Envelopes must not contain documents relating to any RFP other than that shown on the envelope.
12. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
13. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

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 therefore prefers to do business with local business enterprises who share these same values.

To this end, TRANSNET will seriously reconsider continued business relationships with such local business enterprises that do not possess a BBBEE "recognition level" of at least a Level 5. TRANSNET consequently urges Respondents (large enterprises and QSE's – see 14.1 below) to have themselves accredited by any one of the various Accreditation Agencies available, who establish 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 from Respondents who have been verified by any of the listed Agencies.

Respondent's signature

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Date and company stamp



12.1 Enterprises will be rated by such 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
- (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
- (c) **Emerging Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
 - Automatic BBBEE Level 4 rating, irrespective of race of ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% and/or Black Women ownership >30% automatically qualifies for a BBBEE Level 3 rating, i.e. 110% BBBEE recognition
 - EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%

12.2 In addition to the above, Respondents who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their Proposals 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-contractor(s), as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished.

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

<p>Turnover: 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.

12.4 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:

Respondent's signature

Date and company stamp



- 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.

- 12.5 The respondent will provide Transnet with its DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBBEE UNIQUE PROFILE NUMBER:

.....

- 13 Failure to submit your BBBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBBEE evaluation.

SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS

14. Foreign Respondents' socio-economic obligations under this procurement programme will fall under the associated Government initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises, details of which are appended hereto at Annexure A

15. **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 an 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 (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 no. 011 544 9486 or fax no. 011 774 9760 on any matter relating to its RFP response.

16. **RFP SCHEDULE**

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with TRANSNET representatives. Respondents are to provide a list of persons who are mandated to negotiate on behalf of their company, together with their contact details.

17. **INSTRUCTIONS FOR COMPLETING THE RFP**

Respondent's signature

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Date and company stamp



- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Proposals:
 - the Respondent's latest audited financial statements;
 - the Respondent's valid Tax Clearance Certificate.

18. **COMPLIANCE**

The Respondent shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

19. **ADDITIONAL NOTES:**

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response.
- Respondents are to note that Proposals in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices 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 Proposal must be legally authorized by the Respondent to do so (Refer Section 4). A list of those person(s) authorized to negotiate on your behalf must be submitted along with the Proposal
- All prices must be quoted in South African Rands
- TRANSNET reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents

NB: Unless otherwise expressly stated, all Proposals 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 ABOVE-MENTIONED REQUIREMENTS
MAY RESULT IN THE PROPOSAL BEING REJECTED.**

20. **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 Proposal in response to it. In particular, please note that TRANSNET reserves the right to:

Respondent's signature

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Date and company stamp



SECTION 2

RFP NUMBER: HOAC-ESS-8240

PROVISION OF SERVICE PROVIDER TO BE ACCREDITED FOR THE SPECIFIC EDUCATION TRAINING AND DEVELOPMENT PROGRAMMES REQUIRED AND ALL THE RELATED UNIT STANDARDS AND SKILLS PROGRAMMES REQUIRED AT SCHOOL OF RAIL ESSELENPARK FOR A TWO YEAR PERIOD

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

SoR: Education, Training and Development (ETD) Project

Specification & Scope of Work for the possible Service Provider to conduct ETD training

<p>Accreditation</p>	<p>Possible Service Provider to be accredited for the specific ETD programmes required and all the related Unit Standards and Skills Programmes as mentioned below:</p> <p>1. A 5 day Train The Trainer Programme at NQF Level 4 (10 credits) to cover the following elements Total of 60 delegates.</p> <ul style="list-style-type: none"> ▪ Distinguish facilitation from presentation ▪ Understand the tasks of a facilitator ▪ Understand the roles of a facilitator ▪ Know the competencies of a facilitator ▪ Identify strengths and weaknesses as a facilitator ▪ Understand learning styles ▪ Use various facilitation tools and techniques ▪ Coaching of learners ▪ Induction of learners <p>2. ETDP Certificate at NQF level 4 (120 credits) inclusive of the</p>
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following soft skills: Total of 60 delegates.

- Conducting Needs Analysis
- Design and Develop Training Material
- Facilitation and Assessments
- Evaluation of Training
- Soft Skills (communication, conflict management, problem solving,

report writing and Emotional Intelligence (EQ)

- An RPL need to be done for the Unit Standards already attained
- Coaching of learners
- Induction of learners

3. Higher Certificate in OD-ETDP NQF level 5 (120 credits) inclusive of the following soft skills: Total of 17 delegates.

- Conducting Needs Analysis
- Design and Develop Training Material and assessment tools
- Facilitation and Assessments
- Evaluation of Training
- Soft Skills (researching skills, negotiation skills, basic project skills/principles and Emotional Intelligence (EQ)
- An RPL need to be done for the Unit Standards already attained

The abovementioned qualification need to cater for the Specialists who specialise in various streams e.g. Facilitation, Material design and development, Assessment, etc.

4. Diploma in OD-ETDP NQF level 5 (240 credits) inclusive of the following soft skills: Total of 17 delegates

- Finance Productivity and Learner Management System
- Management of training
- Skills Development
- Moderator



	<ul style="list-style-type: none"> ▪ Soft Skills (project management, problem solving, effective management, team management, business communication, Emotional Intelligence (EQ) ▪ An RPL need to be done for the Unit Standards already attained <p>The abovementioned qualification need to cater for the Training Managers who specialise in various streams e.g. Moderation, Material design and development, Assessment, etc.</p>
National Footprint	Due to operational constraints the SoR needs a Service Provider that will be able to provide in house training at any of its training campuses nationally. This will assist in terms of releasing delegates for attendance and cost effective in terms of travel and accommodation.
Scheduling of Study Schools in line with the business requirements	<p>1. Train the Trainer Programme NQF Level 4 (10 Credits): Total of 60 delegates:</p> <ul style="list-style-type: none"> ▪ A minimum of 16 - 20 delegates per class need to enrol at three different semesters. <p>2. ETDP Certificate at NQF level 4 (120 credits) inclusive of the required soft skills: Total of 60 delegates.</p> <ul style="list-style-type: none"> ▪ A minimum of 16 - 20 delegates per class need to enrol at three different semesters. <p>3. Higher Certificate in OD-ETDP NQF level 5 (120 credits) inclusive of the required soft skills: Total of 17 delegates.</p> <ul style="list-style-type: none"> ▪ A minimum of 16 - 20 delegates per class need to enrol. <p>4. Diploma in OD-ETDP NQF level 5 (240 credits) inclusive of the required soft skills: Total of 17 delegates</p> <ul style="list-style-type: none"> ▪ A minimum of 16 - 20 delegates per class need to enrol.
Curriculum Vitae of ETDPs from the Service Provider	<p>Certified copies of the necessary ETD qualifications and CV for the ETDPs who will be involved in the development of the SoR's ETDPs need to be submitted. The roles include the following:</p> <ul style="list-style-type: none"> ▪ Facilitators ▪ Assessors ▪ Moderators <p>Their official registration status also to be submitted in this regard.</p>
Service Provider	The Service Provider Conditions and Criteria to be stipulated in



Conditions and Criteria	terms of the following: <ul style="list-style-type: none"> ▪ Costing – (All the elements covered e.g. Facilitation, Assessment, Moderation, Certification, Travel, Accommodation, Courier services, etc) ▪ Process of PoE submission, second attempts, extension of submission, costs, etc. ▪ Cancellation of training, cancellation costs, notice period, rescheduling of training, etc
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PRICING MODEL

The pricing model will be determined by the following:

- Total number of delegates to be trained, which is 154
- Trainer learner ratio of 1:15
- Economies of Scale Method, that is for group whereby the more the number the lesser the amount.

4.1. EVALUATION CRITERIA

4.1.1 TECHNICAL DESCRIPTION (BY EXAMPLE)	
CATEGORY:	TECHNICAL/PRACTICAL (SCORING MATRIX)
<ul style="list-style-type: none"> • Proof of Accreditation Certificate or letter of Accreditation from the ETDP SETA or Programme Approval to provide the below mentioned programmes: Train the Trainer Programme NQF Level 4 (10 Credits), ETDP Certificate at NQF level 4 (120 credits), Higher Certificate in OD-ETDP NQF level 5 (120 credits) and Diploma in OD-ETDP NQF level 5 (240 credits) 	<ul style="list-style-type: none"> • Proven track record by means of references in the previous 2 years for presenting the ETD training in the four qualifications such as Train the Trainer Programme NQF Level 4 (10 Credits), ETDP Certificate at NQF level 4 (120 credits), Higher Certificate in OD-ETDP NQF level 5 (120 credits) and Diploma in OD-ETDP NQF level 5 (240 credits)
<ul style="list-style-type: none"> • The possible service provider should comply 	



with the BBBEE rating
<ul style="list-style-type: none"> • Proven track record by means of references on how they evaluate the programme (ROI) through Kirk Patrick's model • PRICING MODEL <p>The pricing model will be determined by the following:</p> <ul style="list-style-type: none"> ❖ Total number of delegates to be trained, which is 154 ❖ Trainer learner ratio of 1:15 ❖ Economies of Scale Method, reductions in unit costs as the size of the usage levels of other inputs increase
4.1.3 COMMERCIAL DESCRIPTION (BY EXAMPLE)
CATEGORY: COMMERCIAL (SCORING MATRIX)
<ul style="list-style-type: none"> • Competitive Pricing • Financial Capacity • References / Previous Performance Record
TOTAL
4.1.4 BBBEE DESCRIPTION
CATEGORY: B-BBEE (SCORING MATRIX)
<ul style="list-style-type: none"> • B-BBEE Certificate and Scorecard
TOTAL

GENERAL INFORMATION

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

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

EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 of the General Tender Conditions Form CSS5 (revised July 2008). 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

AS AND WHEN CONTRACTS

Respondent's signature

Date and company stamp



Purchase orders will be placed on the successful Respondents from time to time as and when supplies are required.

TRANSNET reserves the right to place purchase orders until the last day of the contract for deliveries to be effected within the delivery period/lead time specified beyond the expiry date of the contract under the same terms and conditions as agreed upon.

The Respondents must indicate hereunder the combined manufacturing and delivery lead time for delivery of the Goods /products/material to end destination in the Republic of South Africa, calculated as from the seventh day after the date of the relevant purchase order:

RFP ITEM NO.

1. (weeks/months)

(If there is insufficient space above to accommodate all the items concerned, a separate statement containing the details must be submitted).

The Respondents must state hereunder the annual holiday closedown period and also if this period has been included in the delivery period offered

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The Respondent is to furnish the following information:

What action does the Respondent propose to take to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which would ordinarily occur within the stated delivery period:

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RESPONDENT'S SAMPLES

Only in cases when the Respondent submits a sample(s) of the Goods/products/material tendered for by it, the sample(s) must be forwarded on or before the deadline date to the addressee hereunder:

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

Respondent's signature

Date and company stamp



The sample(s) must be clearly marked with the reference number of this RFP and the names and addresses of both the Respondent and the manufacturer.

FAILURE TO SUBMIT THE SAMPLE(S) IN DUE TIME MAY RESULT IN A PROPOSAL BEING REJECTED. PROPOSALS MUST UNDER NO CIRCUMSTANCES BE INCLUDED IN THE PACKAGE CONTAINING A SAMPLE(S).

The Respondents must state the following:

- (i) Has/have a sample(s) been submitted?

.....

- (ii) How and to whom forwarded?

.....

- (ii) Date of dispatch

.....

RE-PRODUCTION SAMPLES/PROTOTYPES

Only in cases when a pre-production sample(s) / prototype(s) is/are called for, the Respondent should state here the date required to deliver the necessary pre-production samples(s)/prototype(s) calculated as from the date of notification of acceptance of the Proposal

.....

NB : Purchase orders will be placed on the successful Respondent(s) only after the date of approval of the pre-production sample(s).

The date on which delivery will commence after the pre-production sample(s)/prototype(s)/ has/have been approved, calculated as from the date of such approval

MANUFACTURERS

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

- (i) LOCAL :

TENDER ITEM NO. NAME ADDRESS (IN FULL)

.....



.....

(ii) OVERSEAS :

TENDER ITEM NO.	NAME	ADDRESS (IN FULL)
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CONTRACTORS

The Respondents must state the actual name(s) and address/addresses of the Contractors of the Goods for inspection purposes only:

(i) LOCAL :

TENDER ITEM NO.	NAME	ADDRESS (IN FULL)
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.....

(ii) OVERSEAS :

TENDER ITEM NO.	NAME	ADDRESS (IN FULL)
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.....

IMPORTED CONTENT

The Respondents must state hereunder the value of the imported content as well as the country of origin in respect of each item tendered for:

TENDER ITEM NO.	PORTION OF THE PRICE	COUNTRY REPRESENTING THE IMPORTED CONTENT
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Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

SERVICE LEVELS

Respondent's signature

Date and company stamp



- Experienced national account representative/s to work with Transnet's sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Contractor's account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Contractor's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet
- Contractor guarantees that it will achieve a 95% service level on the following measures. If the Contractor does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly sales payable in the next quarter:
 - Pick perfect rate/quantity/specifications
 - On-time delivery
- Contractor must provide a toll-free number or alternative number for customer service calls.
- Contractor will pay all costs for returns (shipping, restocking, etc.) as long as materials are in resalable condition. Time limitation on returns will be 14 working days from date of delivery unless the product needs to be shipped back to original manufacturer either for repair or replacement, and then another future reasonable date shall be determined.
- Failure of the Contractor to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 days notice to Contractor.

Accepted YES NO

CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

Respondents shall indicate whether they are committed to participate in the continuous improvement initiatives of TRANSNET to reduce the cost of transportation within South Africa during the duration of the contract.

Accepted YES NO

If "yes", please specify.

Respondents must briefly describe their commitment to the continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be made. Specific areas and proposed possible savings percentages should be included. Additional information can be appended to the Respondent's Proposal if there is insufficient space available.

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.....

.....

RISK

Respondent's signature

Date and company stamp



Respondents must elaborate on the control measures put in place by their company, which mitigate the risk to TRANSNET, pertaining to potential non-performance by a Contractor in relation to -

(i) quality and specification of Goods delivered:

.....
.....

(ii) continuity of supply:

.....
.....

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993

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

REFERENCES

Please indicate below the company names and contact details of existing customers whom TRANSNET may contact to seek third party evaluations of your current service levels:

Name of Company	Contact Person	Telephone number

Respondent's signature

Date and company stamp



SECTION 3

RFP NUMBER: HOAC-ESS-8240

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PROPOSAL FORM

I/We _____
(name of company, close corporation or partnership)

_____ of (full address)

carrying on business under style or title of _____

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of tender documents.

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

Respondent's signature

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Date and company stamp



- (i) Conditions of Contract, Form No. US7 (revised June 2008);
- (ii) General Tender Conditions, Form CSS5 (revised July 2008); and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Proposal form; and;-

I/We accept that unless TRANSNET should otherwise decide and so inform me/us in the facsimile or letter of acceptance, this Proposal (and, if any, its covering letter and any subsequent exchange of correspondence), together with TRANSNET's acceptance thereof shall constitute a binding contract between TRANSNET and me/us.

Should TRANSNET decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Proposal (and, if any, its covering letter and any subsequent exchange of correspondence) together with TRANSNET's letter of acceptance, shall constitute a binding contract between TRANSNET and me/us until the formal contract is signed.

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

I/We accept that any contract resulting from this offer will be for a period of 1 year only; and agree to a penalty clause to be negotiated with TRANSNET, which will allow TRANSNET to invoke a penalty (details to be negotiated) against us should the delivery of the service be delayed due to non-performance by us.

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract/s, the successful Respondent will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful



Supplier and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, BBBEE or 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 Proposals 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 tender 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 forward a valid copy of their company's Tax Clearance Certificate with their Proposal.

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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 tender is submitted.

- (i) Registration number of company / C.C.
- (ii) Registered name of company / C.C.

Respondent's signature

Date and company stamp



If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

(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)

PRICE REVIEW

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

RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses (see tick):

Notice to Bidders – Section 1	√
Background overview – Section 2	√
Proposal Form – Section 3	√
Resolution of Board of Directors (Respondent's Representative) - Section 4	√
Certificate of Acquaintance with RFP Documents – Section 5	√
Pricing & Delivery Schedule - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Audited Financials for previous year	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate	√
Specifications and Drawings – Section 10	√
Non-Disclosure Agreement – Section 11	√

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 13 as indicated in the footer of each page, must be signed and dated by the Respondent.

Respondent's signature

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Date and company stamp



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 Limited will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at _____ this _____ day of _____ 2011.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

Respondent's signature

Date and company stamp



SECTION 4

RFP NUMBER: HOAC-ESS-8240

PROVISION OF SERVICE PROVIDER TO BE ACCREDITED FOR THE SPECIFIC EDUCATION TRAINING AND DEVELOPMENT PROGRAMMES REQUIRED AND ALL THE RELATED UNIT STANDARDS AND SKILLS PRORAMMES REQUIRED AT SCHOOL OF RAIL ESSELENPARK FOR A TWO YEAR PERIOD

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

Name of Company_____

It was resolved at a meeting of the Board of Directors held on_____ that

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

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to Tenders, Proposals and/or Contracts for the supply of Goods and Services.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY



SECTION 5

RFP NUMBER: HOAC-ESS-8240

PROVISION OF SERVICE PROVIDER TO BE ACCREDITED FOR THE SPECIFIC EDUCATION TRAINING AND DEVELOPMENT PROGRAMMES REQUIRED AND ALL THE RELATED UNIT STANDARDS AND SKILLS PROGRAMMES REQUIRED AT SCHOOL OF RAIL ESSELENPARK FOR A TWO YEAR PERIOD

CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

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

I/We furthermore agree that Transnet Limited shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at _____ on this ____ day of _____ 2011.

WITNESS : _____

SIGNATURE OF RESPONDENT



SECTION 6

RFP NUMBER: HOAC-ESS-8240

PROVISION OF SERVICE PROVIDER TO BE ACCREDITED FOR THE SPECIFIC EDUCATION TRAINING AND DEVELOPMENT PROGRAMMES REQUIRED AND ALL THE RELATED UNIT STANDARDS AND SKILLS PROGRAMMES REQUIRED AT SCHOOL OF RAIL ESSELENPARK FOR A TWO YEAR PERIOD

PRICING & DELIVERY SCHEDULE

The pricing model will be determined by the following:

- ❖ Total number of delegates to be trained, which is 154
- ❖ Trainer learner ratio of 1:15
- ❖ Economies of Scale Method, reductions in unit costs as the size of the usage levels of other inputs increase

The below table stipulates the responsibilities between the Service and the SoR with regard pricing requirements:

SoR's responsibilities	Service Provider's responsibilities
Arrangements of the training venue, break away rooms, proxima and refreshments	National footprint to allow training to take place at any recommended venue by the Client
Travel and accommodation requirements for TFR delegates and the Facilitator from the Service Provider	
Scheduling of Study Schools	Provision of learning materials and printing of any required copies to support training
Courier services for the submission of delegates' PoE's to the Service Provider	Courier services for the delivery of learning materials and sending back the PoE's for delegates
Provide Attendance registers and we'll provide the Service Provider with the copy	Costing to cover the elements such as Facilitation, Assessment, Moderation and issue of Certificate

Respondent's signature

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Date and company stamp



	Provide the Client with the Statement of Results for all delegates
	Upload the results of learners on the ETD database
	Provide the Client with a copy of Attendance register and Evaluation feedback sheets
	Process of PoE submission to be explained, second attempts submission of PoE's and extension of submission of PoE's costs to be explained
	Follow up on PoE's submission to the delegates and provide feedback on the PoE status of competence. With the above, the Client need to be made aware of the all the correspondence in this regard through the email.
	Cancellation costs of training, notice period and rescheduling of training to be explained

"Preview Copy Only"

Respondent's signature

Date and company stamp



DELIVERY SCHEDULE

DESCRIPTION	PROGRAM	REGISTRATION DATE
<p>DELIVERY SCHEDULE: Dates applicable for registration of various learning programmes.</p> <p>Confirmed dates for Study Schools to be mutually discussed and agreed on with the Possible Service Provider</p>	Train the Trainer Programme NQF Level 4 (10 Credits): Total of 15 delegates – Group 1	16 April 2012
	ETDP Certificate at NQF level 4 (120 credits) inclusive of the required soft skills: Total of 15 delegates – Group 1	23 April 2012
	Train the Trainer Programme NQF Level 4 (10 Credits): Total of 15 delegates – Group 2	30 April 2012
	ETDP Certificate at NQF level 4 (120 credits) inclusive of the required soft skills: Total of 15 delegates – Group 2	07 May 2012

Respondent's signature

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Date and company stamp



DESCRIPTION	PROGRAM	REGISTRATION DATE
<p>DELIVERY SCHEDULE: Dates applicable for registration of various learning programmes.</p> <p>Confirmed dates for Study Schools to be mutually discussed and agreed on with the Possible Service Provider</p>	Train the Trainer Programme NQF Level 4 (10 Credits): Total of 15 delegates – Group 3	14 May 2012
	ETDP Certificate at NQF level 4 (120 credits) inclusive of the required soft skills: Total of 15 delegates – Group 3	21 May 2012
	Train the Trainer Programme NQF Level 4 (10 Credits): Total of 15 delegates – Group 4	28 May 2011
	ETDP Certificate at NQF level 4 (120 credits) inclusive of the required soft skills: Total of 15 delegates – Group 4	04 June 2011
	Higher Certificate in OD-ETDP NQF level 5 (120 credits) inclusive of the required soft skills Total of 17 delegates	11 June 2012
	Diploma in OD-ETDP NQF level 5 (240 credits) inclusive of the required soft skills Total of 17 delegates	18 June 2012

Respondent's signature

Date and company stamp



SECTION 7

RFP NUMBER: HOAC-ESS-8240

PROVISION OF SERVICE PROVIDER TO BE ACCREDITED FOR THE SPECIFIC EDUCATION TRAINING AND DEVELOPMENT PROGRAMMES REQUIRED AND ALL THE RELATED UNIT STANDARDS AND SKILLS PROGRAMMES REQUIRED AT SCHOOL OF RAIL ESSELENPARK FOR A TWO YEAR PERIOD

GENERAL TERMS AND CONDITIONS OF CONTRACT (CSS5)

Respondent's signature

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Date and company stamp



SECTION 8

RFP NUMBER: HOAC-ESS-8240

PROVISION OF SERVICE PROVIDER TO BE ACCREDITED FOR THE SPECIFIC EDUCATION TRAINING AND DEVELOPMENT PROGRAMMES REQUIRED AND ALL THE RELATED UNIT STANDARDS AND SKILLS PROGRAMMES REQUIRED AT SCHOOL OF RAIL ESSELENPARK FOR A TWO YEAR PERIOD

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE PROVISION OF SERVICES TO TRANSNET

(Revised October 2007)

Refer Form US7 attached hereto.

Respondent's signature

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Date and company stamp



SECTION 09

RFP NUMBER: HOAC-ESS-8240

PROVISION OF SERVICE PROVIDER TO BE ACCREDITED FOR THE SPECIFIC EDUCATION TRAINING AND DEVELOPMENT PROGRAMMES REQUIRED AND ALL THE RELATED UNIT STANDARDS AND SKILLS PROGRAMMES REQUIRED AT SCHOOL OF RAIL ESSELENPARK FOR A TWO YEAR PERIOD

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the day of 2011

BETWEEN:

- (1) **Transnet Limited** ("Transnet") (Registration Number 1990/000900/06) whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001, and
- (2) [.....] ("the Company") (Registration Number) whose registered office is at [.....]

Transnet and the Company wish to exchange Information (as defined below) and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Proposal.

IT IS HEREBY AGREED

1. Interpretation

1.1 In this Agreement:-

"Agents" means directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

Respondent's signature

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Date and company stamp



“Confidential Information” means Information relating to one party (the “Disclosing Party”) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Proposal to the other party (the “Receiving Party”) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:-

- (i) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this letter); or
- (ii) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
- (iii) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

“Group” means any subsidiary, any holding company and any subsidiary of any holding company of either party;

“Information” means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium;

“Proposal” means the aggregation of Transnet’s Request for Information (RFI) and Request for Proposal (RFP).

2. Confidential Information

2.1 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party’s written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.

2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:

- (i) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or



(ii) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 (ii) above, it shall promptly notify the Disclosing Party and co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights, over the Confidential Information whatsoever beyond those contained in this Agreement.

3. Records and return of Information

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:

- (i) Return all written Confidential Information (including all copies); and
- (ii) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.3(i) above).

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (ii) above.

3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (ii) above.

Respondent's signature

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Date and company stamp



4. Announcements

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. Duration

The obligations of each party and its Agents under this Agreement shall [be continuing and shall survive the termination of any discussions or negotiations between the parties regarding the Proposal continue for a period of 3 (three) years.

6. Principal

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Proposal and in complying with the terms of this Agreement.

7. Representations

- 7.1 Each party agrees that any Information made available to the Receiving Party or its Agents for the purpose of negotiations or discussions in relation to the Proposal will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party.
- 7.2 Except in the case of fraudulent misrepresentation, the Disclosing Party accepts no responsibility for nor makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Information made available to the Receiving Party or its Agents.

8. Adequacy of damages

- 8.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.
- 8.2 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by it, either at law or in equity, for any such threatened or actual breach of this Agreement including specific performance, recovery of damages or otherwise.

9. Data Protection



The Receiving Party warrants that it and its Agents have the appropriate technical and organizational measures in place against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by them.

10. General

- 10.1 Neither party may assign the benefit of this Agreement or any interest hereunder except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 10.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 10.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 10.4 This Agreement may only be modified by a written agreement duly signed by persons authorized on behalf of each party.
- 10.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 10.6 This Agreement will be governed by, and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

TRANSNET LIMITED:

By:
(Signature)

Print name: _____

Title: _____

Date: _____

Respondent's signature

Date and company stamp



[Insert company name]:

By:
(Signature)

Print name: _____

Title: _____

Date: _____

"Preview Copy Only"

Respondent's signature

Date and company stamp



SECTION 10

RFP NUMBER: HOAC-ESS-8240

PROVISION OF SERVICE PROVIDER TO BE ACCREDITED FOR THE SPECIFIC EDUCATION TRAINING AND DEVELOPMENT PROGRAMMES REQUIRED AND ALL THE RELATED UNIT STANDARDS AND SKILLS PROGRAMMES REQUIRED AT SCHOOL OF RAIL ESSELENPARK FOR A TWO YEAR PERIOD

Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB:

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed

Respondent's signature

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Date and company stamp



scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.

- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,
 Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*

Supplier Declaration Form

Company Trading Name						
Company Registered Name						
Company Registration Number Or ID Number If A Sole Proprietor						
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number (if registered)						
Company Telephone Number						
Company Fax Number						
Company E-Mail Address						
Company Website Address						
Bank Name			Bank Account Number			
Postal Address					Code	
Physical Address					Code	

Respondent's signature

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Date and company stamp



Contact Person						
Designation						
Telephone						
Email						
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide	Products		Services		Both	
Area Of Delivery	National		Provincial		Local	
Is Your Company A Public Or Private Entity	Public			Private		
Does Your Company Have A Tax Directive Or IRP30 Certificate	Yes			No		
Main Product Or Service Supplied (E.G.: Stationery/Consulting)						

BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate			Yes	No	
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ		Permanent		Part time	

Transnet Contact Person					
Contact number					
Transnet operating division					

Duly Authorised To Sign For And On Behalf Of Firm / Organisation				
Name			Designation	
Signature			Date	

Stamp And Signature Of Commissioner Of Oath				
Name			Date	
Signature			Telephone No.	

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

Internal Transnet Departmental Questionnaire (for office use only)

Section 1: To be completed by the Transnet Requesting / Sourcing Department											
TFR		TRE		TPT		TPL		TNPA		TRN	
Creat		Amen		Block		Unblock		Once-Off / Emergency			
Extend		Delet		Undel							
Supplier's trading name											

Respondent's signature

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Date and company stamp



Supplier's registered				
Please indicate if the Supplier has a contract with sourcing Transnet OD	Yes		No	
If yes please submit a copy of the letter of award				

a) What is being procured from the supplier?				
i. Products only	Yes		No	
ii. Services only	Yes		No	
iii. Labour only	Yes		No	
iv. Mix of services and	Yes		No	
v. Mix of services and labour	Yes		No	

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
-----	--	----	--

c) If your reply to (b) is "NO", please furnish	
---	--

d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :
--

*I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS **IN ALL RESPECTS** BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER*

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	

Tel No:		Fax	
---------	--	-----	--

Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of

NARROW BASED (NB)				BROADBASED (BBBEE)						
BEE O/S	BWBE	DPBE	MR	CONTR. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE		
Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	
		Y	Y	Y	Y	M	M	D	D	

Respondent's signature

Date and company stamp



SECTION 11

RFP NUMBER: HOAC-ESS-8240

PROVISION OF SERVICE PROVIDER TO BE ACCREDITED FOR THE SPECIFIC EDUCATION TRAINING AND DEVELOPMENT PROGRAMMES REQUIRED AND ALL THE RELATED UNIT STANDARDS AND SKILLS PROGRAMMES REQUIRED AT SCHOOL OF RAIL ESSELENPARK FOR A TWO YEAR PERIOD

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) Contractor to ensure its employees undergo medical surveillance as required by legislation
- 21) Contractor will be required to provide monthly safety performance reports and statistics
- 22) 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.
- 23) 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.

*As applicable

Tenderer OH & S Management System Questionnaire

This questionnaire forms part of TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's OH&S management system. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. **TFR will verify accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.
Company Name: _____

Respondent's signature

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Date and company stamp



Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer OH&S Management System Questionnaire	Yes	No
1. OH&S Policy and Management		
- Is there a written company health and safety policy? - If yes provide a copy of the policy		
- Does the company have an OH&S Management system e.g NOSA, OHSAS, IRCA System etc - If yes provide details		
- Is there a company OH&S Management System, procedures manual or plan? - If yes provide a copy of the content page(s)		
- Are health and safety responsibilities clearly identified for all levels of Management and employees? - If yes provide details		
2. Safe Work Practices and Procedures		
- Are safe operating procedures or specific safety instructions relevant to its operations available? - If yes provide a summary listing of procedures or instructions		
- Is there a register of injury document? If yes provide a copy		
- Are Risk Assessments conducted and appropriate		

Respondent's signature

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Date and company stamp



techniques used? - If yes provide details		
3. OH&S Training		
Describe briefly how health and safety training is conducted in your company: 		
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records		
4. Health and Safety Workplace Inspection		
- Are regular health and safety inspections at worksites undertaken? -If yes provide details		
- Is there a procedure by which employees can report hazards at workplaces? - If yes provide details		
5. Health and Safety Consultation		
- Is there a workplace health and safety committee?		
- Are employees involved in decision making over OH&S matters? - If yes provide details		
- Are there employee elected health and safety		

Respondent's signature

Date and company stamp



representatives? - Comments		
6. OH&S Performance Monitoring		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details		
- Are employees regularly provided with information on company health and safety performance? - If yes provide details		
Is company registered with workmen's compensation and up to date? - If yes provide proof of letter of good standing		
- Has the company ever been convicted of an occupational health and safety offence? - If yes provide details		

Safety Performance Report

Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			

Respondent's signature

Date and company stamp



Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period

=====
Signed
(Tenderer)

"Preview Copy Only"

Respondent's signature

Date and company stamp



SECTION 12

RFP NUMBER: HOAC-ESS-8240

PROVISION OF SERVICE PROVIDER TO BE ACCREDITED FOR THE SPECIFIC EDUCATION TRAINING AND DEVELOPMENT PROGRAMMES REQUIRED AND ALL THE RELATED UNIT STANDARDS AND SKILLS PROGRAMMES REQUIRED AT SCHOOL OF RAIL ESSELENPARK FOR A TWO YEAR PERIOD

SUPPLIER CODE OF CONDUCT

Respondent's signature

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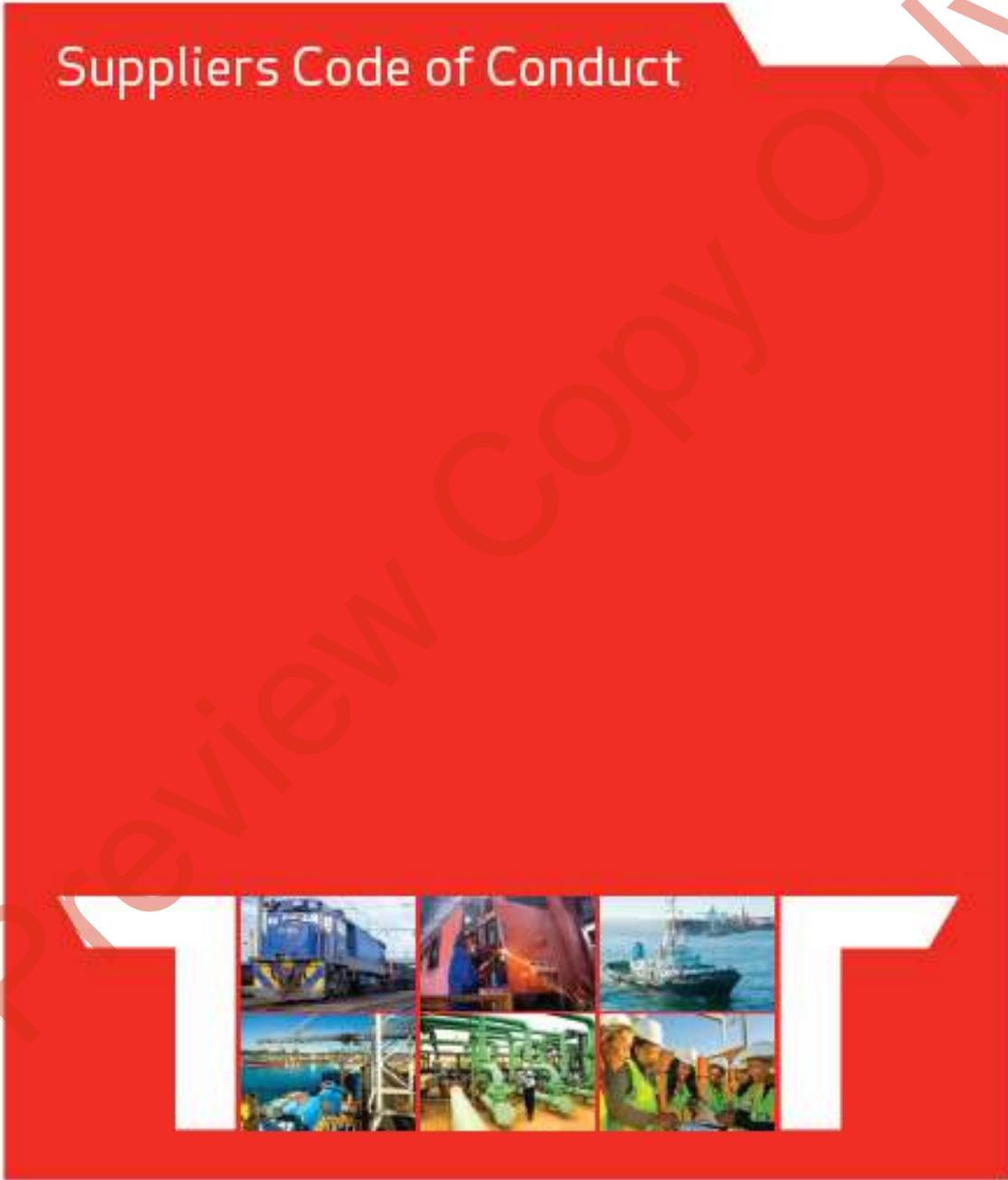
Date and company stamp

TRANSNET



delivering on our commitment to you

Suppliers Code of Conduct



Respondent's signature

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Date and company stamp



Suppliers Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This, however, must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support.

These are:

- >> Transnet Procurement Policy - A guide for tenderers;
- >> Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- >> The Public Finance Management Act (PFMA);
- >> The Broad Based Black Economic Empowerment Act (BBBEE); and
- >> The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

Transnet will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- >> Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.





- » Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.

- » There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

Transnet is firmly committed to free and competitive enterprise.

- » Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- » Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.

- » Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.





These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.
- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- >> Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

- >> Doing business with family members.
- >> Having a financial interest in another company in our industry.

Show that you support good business practice by logging onto www.transnet-suppliers.net and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

TIP-OFFS ANONYMOUS HOTLINE
0800 003 056



SECTION 13

RFP NUMBER: HOAC-ESS-8240

PROVISION OF SERVICE PROVIDER TO BE ACCREDITED FOR THE SPECIFIC EDUCATION TRAINING AND DEVELOPMENT PROGRAMMES REQUIRED AND ALL THE RELATED UNIT STANDARDS AND SKILLS PROGRAMMES REQUIRED AT SCHOOL OF RAIL ESSELENPARK FOR A TWO YEAR PERIOD

CERTIFICATE OF ATTENDANCE

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

BRIEFING SESSION DATE : 23 March 2012

TIME : 10H00
VENUE : JUNCTION ROOM 723, ROAD P91/1 OFF THE R25, ESSELENPARK, SCHOOL OF RAIL.

The site meeting is compulsory and companies not attending will be overlooked during the tender awarding process.

Contact people on site: Lindi Makhubo, Tel: (011) 584-0634 & Mashako Mathebula, Tel: (011) 929-1302.

8.1. 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

TENDERER'S REPRESENTATIVE

DATE :.....