



## TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

## REQUEST FOR PROPOSAL [RFP] SERVICES

**FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY FOR TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS**

**RFP NUMBER: HOAC-HO-15584**  
**ISSUE DATE: 24 NOVEMBER 2014**  
**CLOSING DATE: 11 DECEMBER 2014**  
**BID VALIDITY PERIOD: 30 APRIL 2015**

**COMPULSORY BRIEFING SESSION: (refer to clause 2 page 5)**

A compulsory briefing session will be held at the following venue:

Time: 09:00

Date: 02 December 2014

Venue: Transnet Freight Rail, Inyanda House 2, 15 Girton Road,  
Umjantshi C Boardroom, Ground Floor, Parktown, Johannesburg

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



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APPENDIX (ii) TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET

APPENDIX (v) NON DISCLOSURE AGREEMENT

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**LIST OF ACRONYMS**

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
DAC	Divisional Acquisition Council
EME	Exempted Micro Enterprise
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
OD	Transnet Operating Division
PPPFA	Preferential Procurement Policy Framework Act
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SD	Supplier Development
SME	Small Medium Enterprise
SOC	State Owned Company
TAC	Transnet Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

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**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY FOR TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS**

**Section 1: NOTICE TO BIDDERS**

**1 INVITATION TO BID**

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

<b>DESCRIPTION</b>	<b>RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY FOR TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS</b>
<b>BID FEE AND BANKING DETAILS</b>	<p><b>R200.00 [inclusive of VAT] per set. Payment is to be made as follows:</b></p> <p>Bank: Standard Bank            Account Number: 00 203158598            Branch: Braamfontein            Branch code: 004805            Account Name: Transnet Freight Rail            Reference: HOAC-HO-15584</p> <p><b>NOTE</b> – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.</p>
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	<p>The office of the Secretariat,            Transnet Freight Rail Acquisition Council,            Ground Floor,            Inyanda House1,            21 Wellington Road,            Parktown</p>
<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	<p>Between 09:00 and 15:00 from <b>24 Nov 2014 until 01 Dec 2014</b>, Working days.</p> <p>Note: If a bid fee is applicable, payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFP documents.</p>
<b>CLOSING DATE</b>	<p><b>10:00 on Thursday 11 December 2014</b></p> <p>Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>

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



## 2. FORMAL BRIEFING

A formal briefing session **will be held** at *15 Girton Road, Inyanda House 2, Parktown* on the 02 December 2014, at 09h00 for a period of  $\pm 2$  (two) hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

## 3. PROPOSAL SUBMISSION

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

The Secretariat, Transnet Freight Acquisition Council

**RFP No:** **HOAC-HO-15584**

**Description:** Provision for the appointment of an approved Inspection Authority for Transnet freight Rail Nationally for a period of two (2) Years.

**Closing date and time:** **11 December 2014 at 10:00**

**Closing address:** *[Refer to options in paragraph 4 below]*

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

## 4. DELIVERY INSTRUCTIONS FOR RFP

### 4.1 DELIVERY BY HAND

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at the main entrance of the **Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown**, Johannesburg 2001, and must be addressed as follows:

THE SECRETARIAT  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
GROUND FLOOR  
INYANDA HOUSE 1  
21 Wellington Road,  
Parktown  
JOHANNESBURG  
2001

- a) The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located at the street level outside the main entrance in Inyanda House 1 and is accessible to the public 24 hours a day, 7 days a week.



#### 4.2 **Dispatch by courier**

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
GROUND FLOOR  
INYANDA HOUSE 1  
21 Wellington Road,  
Parktown  
JOHANNESBURG, 2001

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 4.4 No email or faxed responses will be considered, unless otherwise stated herein.
- 4.5 The responses to this RFP will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.6 Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

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

Transnet fully endorses and supports the Government's objective of Broad-Based Black Economic Empowerment 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 would therefore prefer to do business with enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. All procurement transactions will be evaluated accordingly.

#### 5.1 **B-BBEE Scorecard and Rating**

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below R1 000 000.00, the RFP must be cancelled.

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





When Transnet invites prospective Service Providers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Section 14 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

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

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

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 14 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

#### 5.3 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which





are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators<sup>1</sup>.

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

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

In terms of Section 14 of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

#### 5.4 **B-BBEE Improvement Plan**

Transnet encourages its Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of **Annexure A** appended hereto.

#### 5.5 **Supplier Development Initiatives**

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

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<sup>1</sup> The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.



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

## 6. COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to **Neo Matloa** before **12:00 on 01 December 2014**, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 6.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number **011-544-9486** email **prudence.nkabinde@transnet.net** on any matter relating to its RFP Proposal.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date. Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

## 7. INSTRUCTIONS FOR COMPLETING THE RFP

- 7.1 Proposals must be submitted in **duplicate hard copies [1 original and 1 copy]** and must be bound.
- 7.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A **duplicate** set of documents is required. This second set must be a copy of the original signed Proposal.
- 7.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above.
- 7.4 A CD copy of the RFP Proposal must be submitted. Please provide files in MS Word / Excel format, not PDF versions, noting that the signed original set will be legally binding.
- 7.5 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**
- 7.6 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 7.7 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.



## 8. COMPLIANCE

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

## 9. DISCLAIMERS

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

- 9.1 modify the RFP's Services and request Respondents to re-bid on any such changes;
- 9.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 9.3 disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 9.4 not necessarily accept the lowest priced Proposal or an alternative bid;
- 9.5 reject all Proposals, if it so decides;
- 9.6 withdraw the RFP on good cause shown;
- 9.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 9.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 9.9 split the award of the contract between more than one Service Provider; or
- 9.10 make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been found guilty of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to declare such serious breach of law during the past 5 [five] years in Section 11 [*Breach of Law*].

Furthermore, Transnet reserves the right to visit the Respondent's place of manufacture and/or workshop and/or office premises during this RFP process.

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document.

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

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



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

#### **10. LEGAL REVIEW**

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

**Transnet urges its clients, suppliers and the general public**

**to report any fraud or corruption to**

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

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**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY FOR TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS**

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

**1. BACKGROUND:**

In terms of the Occupational Health and Safety Act of 1993 and SANS 3000:4, employer must ensure a safe and healthy working environment. As a management tool, the employer is required by law to conduct various Occupational hygiene risk assessments and occupational hygiene surveys that will inform occupational medical surveillance programs in the work place to ensure that the workplace is safe and without risks. Should any deviations from the relevant Act and Regulations be identified, management need to implement control measures to mitigate the identified risk. Without the above-mentioned assessments, it becomes impossible to identify risks and management cannot intervene proactively. Without a proper occupational hygiene management system in place, health and safety programmes become reactive and therefore resulting in illnesses, high medical and compensation costs.

The onus is on employer to ensure that the working environment is safe and without risks to the health of their employees. In order to accomplish this, employer must through the services of a competent person assess the exposure of their employees to hazardous environmental conditions in the workplace. Where the assessment indicates an ongoing risk from exposure, employer must measure that exposure, compare the results with prescribed standards and implement the steps that are needed to comply with the provisions of the relevant regulations and the requirements of the SANS 3000:4. This process which is known as monitoring must be performed or verified by an Approved Inspection Authority.

The fundamental business requirement is therefore to appoint a service provider to render such services nationally to address conformance and compliance purpose. The solution will have the following impact on business:

- Maintain good health to TFR employees, communities and clients
- Ensures a healthy and productive workforce
- Indicate the advice to stakeholders on the inclusion or not of the identified environmental factors in the occupational hygiene-monitoring programme
- Cost saving on financial loss due to:
  - Ill-health and death
  - Inappropriate control procedures
  - Prevent or reduce the harmful effects of substances
  - Replacement of harmful substances with less harmful effects
  - Select and place employee appropriately
  - Provide appropriate occupational health education
  - Match health outcome to hazard exposure
  - Comply with national international requirements and internal standards i.e. OSH Act, SANS 3000:4, NOSA , COID Act, etc



## 2. SCOPE OF REQUIREMENT

### PURPOSE/OBJECTIVE:

Transnet Freight Rail (TFR) requires the services of an Approved Inspection Authority (AIA) with proven competence and experience to provide occupational hygiene service/s for the business in order to meet our obligation to comply with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations, as well as SANS 3000-4:2011 in accordance with the Railway Safety Act.

The project aims to procure an approved inspection authority services for Transnet Freight Rail as this capability currently does not exist in the organization.

The fundamental business requirement is therefore to appoint a service provider to render such services nationally to address conformance and compliance purpose. The solution will have the following impact on business:

- Maintain good health to TFR employees, communities and clients
- Ensures a healthy and productive workforce
- Indicate the advice to stakeholders on the inclusion or not of the identified environmental factors in the occupational hygiene-monitoring Programme
- Cost saving on financial loss due to:
  - Ill-health and death
  - Inappropriate control procedures
- Prevent or reduce the harmful effects of substances
- Replacement of harmful substances with less harmful effects
- Select and place employee appropriately
- Provide appropriate occupational health education
- Match health outcome to hazard exposure
- Comply with national international requirements and internal standards i.e. OSH Act, SANS 3000-4, NOSA , COID Act, etc.

## 3. THE TECHNICAL SPECIFICATION

### 3.1 INTRODUCTION

Transnet Freight Rail's core business lies in freight logistics solutions designed for customers in industry based business segments, mining, heavy and light manufacturing. Transnet Freight Rail excels in transporting of automotive products, containers, lime and cement, coal, grain, fuel, chemicals, fertilizer, chrome and manganese, granite and the consolidated sector.

It is in this regard that the business is divided into six (6) business units spread across the whole country and focuses on commodities where each depot belongs to a specific business unit. The business units are:

1. Agriculture and Bulk Liquids (ABL)
2. Coal Business



3. Mineral Mining and Chrome (MMC)
4. Container and Automotive Business (CAB)
5. Steel and Cement (SAC)
6. Iron Ore and Manganese (IOM)

The business unit is further subdivided into

- Operations, that focuses on day to day running of the trains,
- Rail Networks (Infrastructure) that focuses on maintenance of the rail tracks, signalling equipment and power supply
- In-Service Maintenance that focuses on maintaining mobile rail assets

It is through this business that Transnet Freight Rail employees are exposed on a daily basis to such hazards as noise, indoor air quality, various hazardous chemical substances, vibration, EMF, etc.

The services of an Occupational Hygiene Approved Inspection Authority are therefore required to monitor and manage these risks.

Transnet Freight Rail (TFR) requires the services of an Approved Inspection Authority (AIA) with proven competence and experience to provide occupational hygiene service/s for the following Business Units:

**3.1.1 Mineral Mining and Chrome (MMC)** which consists of the following major depots and sub-depots within:

- Nelspruit (includes Kaapmuiden, Waterval Boven, Phalaborwa, Hoedspruit, Hazyview and Komatipoort)
- Richards bay (Includes Skoonkaai, Empangeni, Insele, Bayview, Golela and Mandini) Witbank (Includes Belfast, Lydenburg, Middelburg, Steelpoort, Clewer, Bronkhorspruit and Oosbank)

**3.1.2 Coal Business** which consists of the following major depots and sub-depots within:

- Ogies
- Welgedag
- Ermelo
- Empangeni (Includes Ulundi)
- Vryheid (Includes Piet Retief)
- Majuba

**3.1.3 Container and Automotive Business (CAB)** which consists of the following major depots and sub-depots within:

- Kaserne (Includes Natalspruit, City Deep, Heidelberg, Volksrust, Union CTC and Jupiter CTC)
- Ladysmith (Includes New Castle, Standerton, Glencoe and Estcourt)
- Durban (Includes Kingsrest, Bayhead, Maydon Wharf, Masons Mill, Port Shepstone, Wentworth, Stanger and Umbilo)
- Container Terminals (Pretcon, Kazcon, Bloemcon, Belcon and Bayhead)

**3.1.4 Steel and Cement (SAC)** which consists of the following major depots and sub-depots within:

- Polokwane (Includes Tzaneen, Musina, Mokopane and Louis Trichardt)
- Pyramid South (Includes Rustenburg, Brits, Northan and Thabazimbi)





- Krugersdorp (Includes Langlaagte, Coligny, Lichtenburg, Mafikeng, Roodepoort, Waterval, Bloemhof, Schweizer Reneke, Vryburg, Christiana, Sanishof, Zeerust and Robinson)
- Vereeniging (Includes Meyerton, Viljoensdrift, Sasolburg, Klerksdorp, Fochville and Potchefstroom)

**3.1.5 Agriculture and Bulk Liquids (ABL)** which consists of the following major depots and sub-depots within:

- Pretoria (Includes Capital Park, Kodoespoort, Cordelfos, Pretoria West, Pretoria Station, Rosslyn and Watloo)
- Sentrtrand (Includes Springs and Trichardt)
- Isando (Includes Germiston, Delmas and India CTC)
- Kroonstad (Includes Bethlehem and Sandveld CTC)
- Bloemfontein (Includes Springsfontein and Welkom)
- Worcester (Includes Voorbaai and Beaufort West)
- Bellville (Includes Caledon, Daljosafat, Maitland, Malmesbury, Table Bay, George, Klauer, Oudshoorn, Laingsburg, Touwsriver, Riversdal and Paardieland)
- East London (Includes Queenstown, Cambridge and Burgersdorp)

**3.1.6 Iron Ore and Manganese (IOM)** which consists of the following major areas depots within, but not limited:

- Kimberley (De Aar, Upington and Postmasburg)
- Saldanha (Includes Sishen, Lamberts Bay, Vredendal, Kenhardt, Grobbelershoop and Halfweg)
- Port Elizabeth (Includes Coega, Algoa bay, New Brighton, Rossmead, Noupoort, cradock and Swartkop)

### 3.2 THE REQUIREMENTS

The intended supplier must meet the following minimum criteria to be considered for the project:

**Mandatory**

- Be SANS 17020 accredited and registered with the Department of Labour as an Approved Inspection Authority for monitoring of all environmental stressors including all Hazardous Chemical substances;
- Certificate of registration with the Southern African Institute of Occupational Hygienists (SAIOH) for the Occupational Hygienist Fill out all the prices on the cost element sheet
- Proof of three references from other companies where similar services were provided Contractual work and not ad hoc request
- Reference of report format and relevancy .( Reports adhere to prescribed occupational hygiene scientific report format)

### 3.3 TIMELINE/ TIMEFRAME FOR PROCUREMENT

The current contracts will be ending in November 2014 where it is expected that the new contract should commence immediately after (November 2014).

### 3.4 FUNCTIONAL REQUIREMENTS

The following occupational hygiene services, will be provided by the appointed Approved Inspection Authorities as per their appointed cluster/s on a "as and when" required basis as per TFR's business operational requirements, legislative requirements and will be charged according to the rates quoted on section 9 of this tender document:



- Assist in conducting and reviewing Occupational Hygiene Risk Assessments within all departments of Transnet Freight Rail;
- All risk assessments conducted within Transnet Freight Rail will be carried out in accordance with the Transnet Freight Rail's Risk Assessment procedure, model, technique and report writing format;
- Assist in the development, implementation and maintenance of the Occupational Hygiene Systems;
- Assist with the development, review and maintenance of an occupational hygiene survey sampling strategy;
- The mentioned sampling strategy will determine the type, frequency and number of occupational hygiene surveys to be conducted to meet legal compliance within Transnet Freight Rail;
- Assist in annual planning to conduct occupational hygiene surveys on all identified Occupational Hygiene stressors to ensure compliance and conforms within Transnet Freight Rail;
- The mentioned annual plan will determine the type, location and date of occupational hygiene surveys to be conducted to meet legal compliance within Transnet Freight Rail;
- Assist in the development and management of Occupational Hygiene related standards and policies for implementation at all TFR functional areas;
- Assist in the development and management of an Occupational Hygiene system that will integrate Occupational hygiene, Occupational medicine and Occupational Safety;
- Conduct occupational hygiene surveys in accordance with the mentioned strategy, international standards, and plan to determine the Occupational Exposure Limits (OEL's) or standards of identified Occupational Hygiene stressors within Transnet Freight Rail and where OEL's or standards are not available best practice will be applied;
- Provide scientific interpretation of Occupational Hygiene measurement results;
- Provide reports together with findings and recommendations of all occupational hygiene surveys conducted that will meet legal compliance, conformance and formulation of recommendations for mitigation of identified Occupational Hygiene stressors;
- Provide any assistance and guidance in terms of occupational hygiene that may be required; and
- At the end of the contract period a handover period will be accommodated if necessary.

In order to fulfil all the functional requirements above, the contracted AIA is expected to have the following:

- AIA registration and capacity to include all physical, chemical and biological stressors
- Have sufficient capacity to meet the deadlines and TFR business requirements as listed above
- Be in compliance with all current and future legislative requirements pertaining to AIA registration (i.e. SANS 17020) and maintain such compliance till the end of the contract
- Have sufficient knowledge and expertise on occupational hygiene assessment, monitoring and evaluation
- Have sufficient personnel to carry out such duties, with all consultants registered with SAIOH at least with 1 ROH, 1 ROHT and 1 ROHA (the onus is on the AIA to establish



additional man-power, considering the work load. TFR reserves the right to instruct the appointed AIA to employ additional staff).

- Have access and service level agreement with SANAS accredited laboratory for analysis of samples. This is to ensure that the appointed AIA can hold the laboratory accountable for delays in delivering sample results
- Be in possession to or have access to an occupational hygiene laboratory that complies with minimum requirements of SANS 17020
- Be in possession of or have access to all required occupational hygiene instrumentation that are regularly calibrated by a SANS accredited calibration services
- Be financially viable to sustain project demand (some months may have excess work load that would require the AIA to carry all the costs till the invoices are paid)
- Have all applicable policies and procedures to operate all occupational hygiene services

### 3.5 PERFORMANCE REQUIREMENTS

The following technical surveys will be required by the appointed AIA, as a bare minimum, pending the outcome of the health risk assessments that would have been conducted as part of the contract:

- Noise survey for purposes of hearing conservation purposes, speech and annoyance and safe railway operation (SANS 3000-4, SANS10083 and SANS 10103)
- Vibration Survey (Hand-Arm and Whole Body)
- Hazardous Chemical Substances survey (including DPM, Asbestos, Silica, PNOC and metal elements)
- Thermal stress survey (Indoor Air Quality, Heat Stress and Cold Stress)
- EMF survey
- Diesel Exhaust gases (NO<sub>x</sub>, SO<sub>x</sub>, CO, etc)
- Hazardous Biological Substances (as per request)

In addition, the following performance measures will be applicable to bidders:

- The awarded contractor will be held responsible for the correct operation and calibration of all equipment used, whether it belongs to them or not.
- An awarded contractor may make use of a person, or persons, to carry out certain functions. Such persons must be certified by SAIOH at least as an assistant occupational hygienist and provided further that the AIA will be able to verify in writing that these persons have performed the functions in accordance with acceptable standards.
- The awarded contractor will remain accountable for the entire process of monitoring i.e. from the planning stage to the reporting thereon. If, for example, the services of an external analytical laboratory (SANAS approved) are used for analysis of samples, the Awarded contractor will remain accountable for the results obtained.
- The onus is on the awarded contractor to ensure that appropriate analytical equipment and facilities are available for the tests required; to establish the competency of the laboratory personnel; and to agree on the quality assurance procedures to be employed before making use of such an approved laboratory. Quality assurance audit reports will be provided on quarterly basis to the Transnet Freight Rail Occupational Hygiene Manager in writing
- Transnet Freight Rail Occupational Hygiene Manager will be allowed by the tender(s) to evaluate/audit their Occupational Hygiene facilities and equipment if required to do so.
- Transnet Freight Rail Occupational Hygiene Manager will be allowed by the awarded contractor to evaluate their Occupational Hygiene facilities and equipment on quarterly basis or if required to do so at any time.



- The awarded contractor must instruct the laboratory on the specific method of analysis required and the laboratory must certify that the given method was in fact used for the analysis. Any deviation from the method must be recorded and the reason for such deviation must be motivated.
- The awarded contractor will notify the Transnet Freight Rail Occupational Hygiene Manager whenever there is significant change takes place within his/her Occupational Hygiene facilities and equipment.

#### **Desirables**

- Have offices across the country where services will be required
- Cost effective measures that guidelines the execution of the project to best meet the business requirements at the minimum cost, based on the business structure that will be provided with the tender information
- Sufficient experience in occupational hygiene monitoring and project management (at least four years)
- ISO 9001 certified company
- Reference of report format and relevancy Reports adhere to prescribed occupational hygiene scientific report format)

### **3.6 OTHER REQUIREMENTS**

#### **3.6.1 Empowerment of previously disadvantaged communities**

Tenderers' proposals shall indicate the organization's contribution to the above, the extent to which Black Economic Empowerment will be advanced within the context of this proposal and the composition of the company as per Transnet Freight Rail Procurement Policy and Procedures.

#### **3.6.2 Continuous Registration as an AIA with the Department of Labour**

The appointed AIA will be required to maintain the registration with the Department of Labour throughout the duration of the contract and comply with the requirements that maybe promulgated by the department from time to time.

Non-compliance to the above at any time will grant TFR the right to terminate the contract with the appointed AIA/s services within TFR.

#### **3.6.3 Contractual health and 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.

- That the contractor is an "employer" in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfil all his obligations as an employer in terms of the Act.
- The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Freight Rail for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 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, analyze and evaluate identified hazards.
- The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- The Health and Safety Plan shall include the following but not limited:



- The safety management structure to be instituted with all appointments in terms of the Act and Regulations.
- The health and safe working methods and procedures to be implemented to ensure work is performed in compliance to the Act.
- The Health and safety equipment, devices and clothing to be made available by the contractor to his/her employees.
- The site access control measures pertaining to health and safety to be implemented.
- Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 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.
- The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet Freight Rail on matters pertaining to occupational health and safety.
- The appointed Safety Co-ordinator must liaise at least once a week with the Occupational Hygiene Manager of Transnet Freight Rail.
- The contractor shall furnish the Occupational Hygiene Manager of Transnet Freight Rail 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.
- 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.
- The contractor shall ensure that all his/her employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 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.
- The contractor shall advise the Occupational Hygiene Manager of Transnet Freight Rail of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- Copies of all appointments required by the act must be given to \* Occupational Hygiene Manager of Transnet Freight Rail.
- 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/hers and his/her subcontractors Risk Assessment and Health and Safety Plan, proof of medical certificate of fitness, training copies.
- All incidents referred to in Section 24 of the Act involving the contractor and his/her subcontractor on Transnet Freight Rail premises, shall be reported as prescribed. Transnet Freight Rail 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 Freight Rail premises.
- No alcohol or any other intoxicating substance shall be allowed on Transnet Freight Rail premises. The contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Freight Rail premises.
- 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.
- Contractor shall ensure that any measurement programme of the concentration of airborne regulated asbestos fibres to which an employee is exposed, is carried out in accordance with the Asbestos Regulations and such measurements should be carried out by an approved asbestos inspection authority or a person whose ability to do the measurements is verified by an approved asbestos inspection authority.



- 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.

### 3.7 CURRENT CONSUMPTION PER ANNUM

This is ascertained and identified through the risk analysis done nationally and considering the hazards TFR employees are exposed to this requirement is compulsory as TFR, as a State Owned Company needs to comply with South African legislation.

"PREVIEW COPY ONLY"





**3.8 CLAUSE BY CLAUSE 100% COMPLIANCE SCHEDULE.**

**Inspection Authority**

The compliance response is to contain ONLY the following statements, "Comply", "Partial Compliance" or "Do not comply".

Comply is to be applied against statements and either of the other responses for all other clauses. Where either "Partial Compliance" is inserted, remarks as to the reason for the deviation from the requirement is required.

Clause	Compliance response	Reason
Purpose / Objective		
2		
Technical Specification		
3.1		
3.1.1		
3.1.2		
3.1.3		
3.1.4		
3.1.5		
3.1.6		
The Requirements		
3.2		
3.3		
3.4		
3.5		
Other requirements		
3.6.1		
3.6.2		
3.6.3		

"PREVIEW COPY ONLY"





#### 4. GREEN ECONOMY / CARBON FOOTPRINT

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

#### 5. GENERAL SERVICE PROVIDER OBLIGATIONS

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

#### 6. EXCHANGE AND REMITTANCE

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

- 6.1 ZAR 1.00 [South African currency] being equal to \_\_\_\_\_ [*foreign currency*]
- 6.2 \_\_\_\_\_ % in relation to tendered price(s) to be remitted overseas by Transnet
- 6.3 \_\_\_\_\_ [*Name of country to which payment is to be made*]
- 6.4 Beneficiary details:
- Name [*Account holder*] \_\_\_\_\_
- Bank [*Name and branch code*] \_\_\_\_\_
- Swift code \_\_\_\_\_
- Country \_\_\_\_\_
- 6.5 \_\_\_\_\_ [*Applicable base date of Exchange Rate used*]

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

#### 7. SERVICE LEVELS

- 7.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 7.2 Transnet will have quarterly reviews with the Service Provider's account representative on an on-going basis.
- 7.3 Transnet reserves the right to request that any member of the Service Provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 7.4 The Service Provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:



- 7.4.4 Random checks on compliance specifications
- 7.4.2 On-time deliverables
- 7.5 The Service Provider must provide a telephone number for customer service calls.
- 7.6 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days' notice to the Service Provider of its intention to do so.

**Acceptance of Service Levels:**

<b>YES</b>		<b>NO</b>	
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**8. RISK**

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

**8.1 Quality of Services delivered:**

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**8.2 Continuity of the provision of Services:**

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

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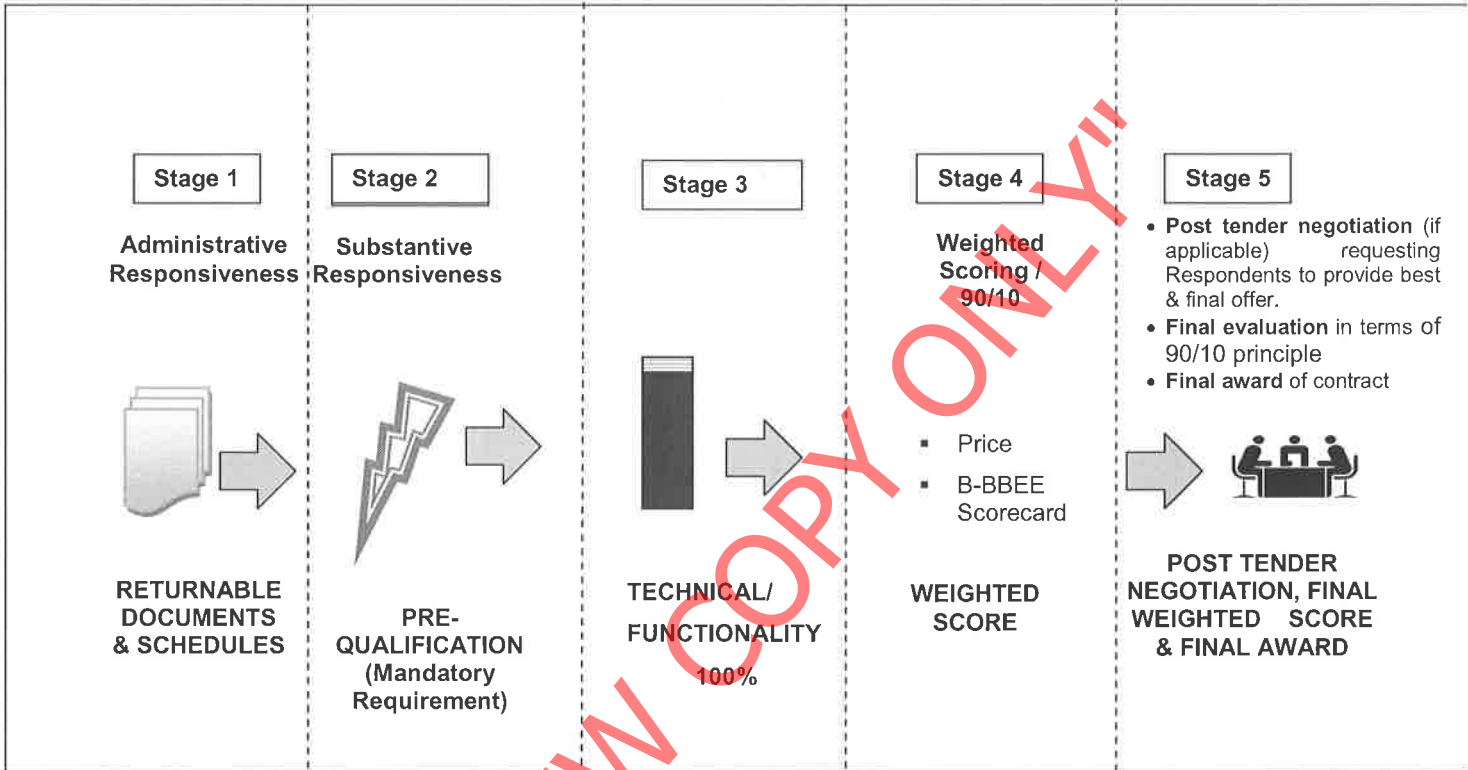
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**11. EVALUATION METHODOLOGY AND CRITERIA**

Transnet will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required: **(Evaluation will be performed in 5 stages)**



**11.1 STAGE 1: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

<b>Administrative responsiveness check</b>
A. Whether the Bid has been lodged on time.
B. Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time.
C. Verify the validity of all returnable documents.
D. Entity's financial stability.
E. Asset register of all required monitoring equipment (Calibrated field instruments and calibration equipment, scale, etc.) (List all the other asset register in your disposal).

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



**11.2 STAGE 2: Test for Substantive Responsiveness (Mandatory)**

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

<b>Substantive responsiveness (100%)</b>
<ul style="list-style-type: none"> <li>• Be SANS17020 accredited and registered with the Department of Labour as an Approved Inspection Authority for monitoring of all environmental stressors including all Hazardous Chemical substances, Physical and Biological stressors</li> </ul>
<ul style="list-style-type: none"> <li>• Certificate of registration with the Southern African Institute of Occupational Hygienists (SAIOH) for the Occupational Hygienist</li> </ul>
<ul style="list-style-type: none"> <li>• Proof of three references from other companies where similar services were provided Contractual work and not ad hoc request (There is a limited suppliers new entrance are not anticipated) see attached)</li> </ul>
Proof of sufficient personnel capacity to meet deadlines proven through company or OH divisional structure (Minimum 1 ROH, 2 ROHT and 4 ROHA)
<ul style="list-style-type: none"> <li>• Proof of own Occupational Hygiene laboratory or access to one</li> <li>• If not using own laboratory, service level agreement with such laboratory required</li> </ul>

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

**11.3 STAGE 3: Technical Evaluation: 100% Threshold**

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

<b>Technical Criteria</b>	
<ul style="list-style-type: none"> <li>• Clause by Clause Technical Compliance to Specification</li> </ul>	
<b>Total Weighting:</b>	<b>100%</b>
<b>Minimum qualifying score required:</b>	<b>100%</b>

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



#### 11.4 STAGE 4: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFP Reference
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Transnet will utilise the following formula in its evaluation of Price:

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

Where:

- $Ps$  = Score for the Bid under consideration  
 $Pt$  = Price of Bid under consideration  
 $Pmin$  = Price of lowest acceptable Bid

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

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form [Section 14]
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 14, paragraph 4.1:

#### 11.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Evaluation Criteria	Final Weighted Scores
Price	90
BBBEE	10
<b>TOTAL SCORE:</b>	<b>100</b>

#### 12 STAGE FIVE: Post Tender Negotiations (if applicable)

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



**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION  
AUTHORITY FOR TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS**

**Section 3: PRICING AND DELIVERY SCHEDULE**

Respondents are required to complete the table below:

	ITEM	AMOUNT (RAND)	
		VAT Exclusive	VAT Inclusive
1.	Hourly rate for Occupational Hygiene Survey conducted by an Occupational Hygiene Assistant		
2.	Hourly rate for report writing by an Occupational Hygiene Assistant (including report submission via electronic and hard copy/ies)		
3.	Hourly rate for Occupational Hygiene Survey conducted by an Occupational Hygiene Technologist		
4.	Hourly rate for Health Risk Assessment conducted by an Occupational Hygiene Technologist		
5.	Hourly rate for report writing by an Occupational Hygiene Technologist (including report submission via electronic and hard copy/ies)		
6.	Hourly rate for Occupational Hygiene Survey conducted by an Occupational Hygienist		
7.	Hourly rate for Health Risk Assessment conducted by an Occupational Hygienist		
8.	Hourly rate for report writing by an Occupational Hygienist (including report submission via electronic and hard copy/ies)		
9.	Hourly rate for report verification by an Occupational Hygienist		
10.	Hourly rate for Occupational Hygienist attending meetings		
11.	Hourly rate for Vibration survey		





12.	Hourly rate for EMF survey		
	<b>ANALYTICAL SERVICES</b>		
13.	Analytical cost for identification of asbestos and asbestos type		
14.	Analytical cost for asbestos fibers sizing and counting		
15.	Analytical cost for silica quartz		
16.	Analytical cost for welding fumes		
17.	Analytical cost for Diesel particulate matter		
18.	Analytical cost for lead other than tetra alkyl lead		
19.	Analytical cost for tetra alkyl lead		
20.	Analytical cost for volatile organic compounds (VOCs)		
21.	Analytical cost for inorganic acids (mists and vapours)		
22.	Analytical cost for organic acids		
23.	Analytical cost for PNOC samples for metal elements		
24.	Analytical cost for single metal elements (Mn, Cu, Cr <sup>++</sup> , etc. excl. Pb)		
25.	Analytical cost for chemicals other than acids (e.g. NH <sub>3</sub> , etc.)		
26.	Analytical cost for Legionella		
27.	Analytical cost for biological analysis of drinking water		
28.	Analytical cost for chemical analysis of drinking water		
29.	Analytical cost for biological analysis of Swab samples		
30.	Any other analytical cost not included above		
	<b>TRAVEL RELATED EXPENSES</b>		



31.	Travel time rate by an Occupational Hygiene Assistant per hour		
32.	Travel time rate by an Occupational Hygiene Technologist per hour		
33.	Travel time rate by an Occupational Hygienist per hour		
34.	Accommodation (Bed & Breakfast) maximum daily rate		
35.	Subsistence and travelling allowance maximum daily rate		
36.	Dinner maximum daily rate		
37.	Rate per kilometer of travel		
	<b>TOTAL (EXCLUDING VAT)</b>		
	<b>VAT%</b>		
	<b>GRAND TOTAL</b>		

### Notes to Pricing:

- a) Prices must be quoted in South African Rand, exclusive of VAT.
- b) Prices quoted must be held valid for a period of **90 days** from closing date of this RFP.
- c) **To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.**
- d) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- e) Respondents are to indicate whether prices quoted would be subject to adjustment after a period of **12 months**, and if so which proposed adjustment factor(s) would be utilised.
- f) Cost of flights, where flights are used to go to site, will be billed as kilometres travelled, calculated to match the actual cost of flight.



**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION  
AUTHORITY FOR TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO  
YEARS**

**Section 4: PROPOSAL FORM**

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

\_\_\_\_\_ carrying on business trading/operating as \_\_\_\_\_  
 represented by \_\_\_\_\_  
 in my capacity as \_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as per Section 6 of this RFP (a certified copy of which is annexed hereto) hereby offer to supply the abovementioned Goods at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

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

- (i) Terms and Conditions of Contract - Services;
- (ii) General Bid Conditions – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

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

I/We accept that any contract resulting from this offer will be for a period of ..... only. Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods due to non-performance by ourselves, failure to meet B-BBEE Improvement Plan commitments. A penalty of up to 100% of the outstanding portion of the Supplier Development commitment will be applied and Transnet reserves the right to set this off against any payment due to the Respondent. In addition, I/we agree that non-compliance with any



of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

**ADDRESS FOR NOTICES**

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

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

Name of Entity: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**NOTIFICATION OF AWARD OF RFP**

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

**VALIDITY PERIOD**

Transnet requires a validity period of **90 [ninety] working days** [from closing date] against this RFP.

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONFIDENTIALITY**

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to complete and return a signed copy of Certificate of Acquaintance with the Non-Disclosure Agreement [Appendix v] appended hereto as **Section 17**. All information related to a



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

#### DISCLOSURE OF PRICES TENDERED

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

<b>YES</b>	
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<b>NO</b>	
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#### PRICE REVIEW

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

#### RETURNABLE DOCUMENTS

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

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

##### a) Mandatory Returnable Documents

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

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

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
SECTION 2 : Background, Overview and Scope of Requirements	
SECTION 3 : Pricing and Delivery Schedule	
Submission of proposals in alignment to the required deliverables	
Be SANS 17020 accredited and registered with the Department of Labour as an Approved Inspection Authority for monitoring of all environmental stressors including all Hazardous Chemical substances, Physical and Biological stressors	
Certificate of registration with the Southern African Institute of Occupational Hygienists (SAIOH) for the Occupational Hygienist	



MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Proof of three references from other companies where similar services were provided Contractual work and not ad hoc request	
Sufficient personnel capacity to meet deadlines proven through company or OH divisional structure (Minimum 1 ROH, 2 ROHT and 4 ROHA)	
<ul style="list-style-type: none"> <li>• Proof of own Occupational Hygiene laboratory or access to one</li> <li>• If not using own laboratory, service level agreement with such laboratory required</li> </ul>	

b) **Essential Returnable Documents**

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **essential Returnable Documents** as detailed below.

***Failure to provide all essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.***

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
Receipt for payment of RFP documents [paragraph 1]	
SECTION 2 : Background, Overview and Scope of Requirements	
SECTION 4 : Proposal Form	
SECTION 5 : Vendor Application Form	
Original cancelled cheque or bank verification of banking details	
Certified copies of IDs of shareholder/directors/members [as applicable]	
Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)	
Certified copies of the company's shareholding/director's portfolio	
Entity's letterhead	
Certified copy of valid VAT Registration Certificate	
Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFP will result in an automatic score of zero for preference	
Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFP will result in an automatic score of zero for preference	



In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 3 years	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFP Documents	
SECTION 8 : Certificate of Acquaintance with General Bid Conditions – Services	
SECTION 9 : Certificate of Acquaintance with Terms and Conditions of Contract	
SECTION 10 : RFP Declaration Form	
SECTION 11 : Breach of Law Form	
SECTION 13 : Supplier Integrity Pact	
SECTION 14 : B-BBEE Preference Points Claim Form	
SECTION 15: Certificate of attendance of compulsory RFP Briefing	
SECTION 16: Certificate of Acquaintance with Specifications	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	

**c) Additional Documents**

In addition to the requirements of paragraphs (a) and b) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below.

Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

<b>ADDITIONAL DOCUMENTS</b>	<b>Submitted [Yes or No]</b>
Clause by Clause Technical Compliance to Specification	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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





**By signing these RFP documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.**

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

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

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

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**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION  
AUTHORITY FOR TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO  
YEARS**

**Section 5: VENDOR APPLICATION FORM**

*Respondents are to furnish the following documentation and complete the Vendor Application Form below:*

**Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp**]

**Certified copy** of Identity Document(s) of Shareholders/Directors/Members [*where applicable*]

**Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)

**Certified copies** of the company's shareholding/director's portfolio

**Original** letterhead confirm physical and postal addresses

**Original** valid SARS Tax Clearance Certificate [RSA entities only]

**Certified copy** of VAT Registration Certificate [RSA entities only]

**A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice; **Certified copy** of valid Company Registration Certificate [*if applicable*]

**No contract shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order.**

## Vendor Application Form

Entity's trading name			
Entity's registered name			
Entity's Registration Number or ID Number if a Sole Proprietor			
Form of entity (V)	CC	Trus	Pty Ltd
		Limited	Partnership
			Sole Proprietor
How many years has your entity been in business?			
VAT number [if registered]			
Entity's telephone number			
Entity's fax number			
Entity's email address			
Entity's website address			
Bank name		Branch & Branch code	
Account holder		Bank account number	
Postal address			Code
Physical address			Code
Contact person			

Designation			
Telephone			
Email			
Annual turnover range [last financial year]	< R5 m	R5 - 35 m	> R35 m
Does your entity provide	Products	Services	Both
Area of delivery	National	Provincial	Local
Is your entity a public or private entity	Public	Private	
Does your entity have a Tax Directive or IRP30 Certificate	Yes	No	
Main product or services [e.g. Stationery/Consulting]			

g t rail

*Complete B-BBEE Ownership Details:*

% Black ownership	% Black women ownership	% Disabled Black ownership	% Youth ownership
Does your entity have a B-BBEE certificate		Yes	No
What is your B-BBEE status [Level 1 to 9 / Unknown]			
How many personnel does the entity employ		Permanent	Part time

*If you are an existing Vendor with Transnet please complete the following:*

Transnet contact person	
Contact number	
Transnet Operating Division	

*Duly authorised to sign for and on behalf of Entity / Organisation:*

Name		Designation	
Signature		Date	

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**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION  
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**Section 6: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS**

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

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 this Proposal and any subsequent Agreement for the provision of Services. A list of those person(s) authorised to negotiate on behalf of the abovementioned entity [if not the authorised signatories] is also submitted along with this Proposal together with their contact details.

FULL NAME \_\_\_\_\_  
SIGNATURE CHAIRMAN \_\_\_\_\_

FULL NAME \_\_\_\_\_  
SIGNATURE SECRETARY \_\_\_\_\_

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**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION  
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**Section 7: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS**

NAME OF ENTITY:

\_\_\_\_\_

1. 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 SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.
2. I/we furthermore agree that Transnet SOC Ltd 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.
3. I/We accept that an obligation rests on me/us to clarify any uncertainties regarding this bid which I/we may have, before submitting the bid. I/We agree that I/we will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which I/we failed to obtain clarity.
4. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
5. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a) has been requested to submit a Bid in response to this Bid invitation;
  - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder
6. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where Services will be rendered [market allocation]
  - c) methods, factors or formulas used to calculate prices;



- d) the intention or decision to submit or not to submit, a Bid;
  - e) the submission of a Bid which does not meet the specifications and conditions of the RFP;
- or
- f) bidding with the intention not winning the Bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
  9. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
  10. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

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**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION  
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**Section 8: CERTIFICATE OF ACQUAINTANCE WITH THE GENERAL BID CONDITIONS -  
 SERVICES**

*[Appended hereto as Appendix (i)]*

NAME OF ENTITY:

\_\_\_\_\_

I/We \_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the General Bid Conditions - Services as received on \_\_\_\_\_ *[insert date]* from Transnet SOC Ltd for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any terms and conditions of the General Bid Conditions or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire General Bid Conditions as confirmation in terms of the Returnable Schedule.

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

\_\_\_\_\_  
 SIGNATURE OF WITNESS

\_\_\_\_\_  
 SIGNATURE OF RESPONDENT



**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION  
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**Section 9: CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF  
 CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET**

*[Appended hereto as Appendix (ii)]*

NAME OF ENTITY:

\_\_\_\_\_

I/We \_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Terms and Conditions of Contract as received on \_\_\_\_\_ [insert date] from Transnet SOC Ltd for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

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

I/We also note the obligations as set out in clause 19 [Terms and Conditions of Contract] of Transnet's General Bid Conditions [Appendix (i)] which reads as follows:

- 19.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire Terms and Conditions of Contract as confirmation in terms of the Returnable Schedule.

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

\_\_\_\_\_  
 SIGNATURE OF WITNESS

\_\_\_\_\_  
 SIGNATURE OF RESPONDENT

**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION  
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**Section 10: RFP DECLARATION FORM**

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

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

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
3. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
6. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
7. If such a relationship as indicated in paragraph 5 and/or 6 exists, the Respondent is to complete the following section:

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

\_\_\_\_\_

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



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

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

For and on behalf of _____	AS WITNESS:
duly authorised hereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

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**IMPORTANT NOTICE TO RESPONDENTS**

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

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

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net).

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

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**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION  
 AUTHORITY FOR TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO  
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**Section 11: BREACH OF LAW FORM**

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

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

do hereby certify that I/we **have/have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

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

NATURE OF BREACH:

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

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

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

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

\_\_\_\_\_  
 SIGNATURE OF WITNESS

\_\_\_\_\_  
 SIGNATURE OF RESPONDENT



**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION  
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**Section 13: SUPPLIER INTEGRITY PACT**

Transnet's Integrity Pact requires a commitment from Service Providers and Transnet that they will not engage in any:

- o Corrupt and fraudulent practices;
- o Anti-competitive practices; and
- o Act in bad faith towards each other.

The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [[www.transnet.net/Tenders/Pages/default.aspx](http://www.transnet.net/Tenders/Pages/default.aspx)] or on request.

NAME OF ENTITY:

\_\_\_\_\_

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

do hereby certify that I/we have acquainted myself/ourselves with all the documentation comprising the Transnet Integrity Pact. I/We agree to fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any terms and conditions of the Integrity Pact or failed to take it into account for the purpose of submitting my/our offer.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire Transnet Integrity Pact as confirmation in terms of the Returnable Schedule.

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION  
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**Section 14: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**1. INTRODUCTION**

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

**2. GENERAL DEFINITIONS**

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



2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

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

### 3. ADJUDICATION USING A POINT SYSTEM

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



3.6

Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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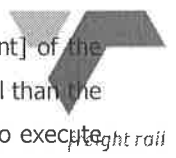


#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.



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

4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

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

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

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

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

5.2 **Subcontracting:**

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm
  - Partnership/Joint Venture/Consortium
  - One person business/sole propriety
  - Close Corporations
  - Company (Pty) Ltd



[TICK APPLICABLE BOX]

(v) Describe Principal Business Activities

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

(vi) Company Classification

- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g. Transporter, etc.

[TICK APPLICABLE BOX]

(vii) Total number of years the company/firm has been in business.....

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**BID DECLARATION**

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

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

**WITNESSES:**

1. ....

2. ....

SIGNATURE OF BIDDER

DATE: .....

COMPANY NAME: .....

ADDRESS: .....  
.....  
.....

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**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION  
 AUTHORITY FOR TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO  
 YEARS**

**FOR A PERIOD OF TWO (2) YEARS**

**Section 15: CERTIFICATE OF ATTENDANCE OF RFP BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_
2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ [name of entity]  
 attended the RFP briefing in respect of the proposed Services to be rendered in terms of this RFP on  
 \_\_\_\_\_ 2014

\_\_\_\_\_  
 TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
 RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

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**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION  
 AUTHORITY FOR TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO  
 YEARS**

**Section 16: CERTIFICATE OF ACQUAINTANCE WITH SPECIFICATIONS**

*[Appended hereto as Appendix (iii)]*

I/We \_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Specifications for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

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

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Specifications as confirmation in terms of the Returnable Schedule.

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

\_\_\_\_\_  
 SIGNATURE OF WITNESS

\_\_\_\_\_  
 SIGNATURE OF RESPONDENT

"PREVIEW COPY ONLY"

**RFP FOR THE PROVISION FOR THE APPOINTMENT OF AN APPROVED INSPECTION  
 AUTHORITY FOR TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO  
 YEARS**

**Section 17: CERTIFICATE OF ACQUAINTANCE WITH NON DISCLOSURE AGREEMENT**

I/We \_\_\_\_\_  
 do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Non-Disclosure Agreement [Appendix v] for the carrying out of the proposed supply for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any provisions of the Non-Disclosure Agreement or failed to take it into account for the purpose of submitting my/our bid.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Non-Disclosure Agreement as confirmation in terms of the Returnable Schedule.

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

\_\_\_\_\_  
 SIGNATURE OF WITNESS

\_\_\_\_\_  
 SIGNATURE OF RESPONDENT

"PREVIEW COPY ONLY"

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AUTHORITY FOR TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO  
YEARS**

**Section 18: B-BBEE IMPROVEMENT PLAN**

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

**Additional contractual requirements**

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

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

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of Annexure A appended hereto.