



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

**REQUEST FOR QUOTATION (“RFQ”)**

**RFQ NUMBER: CRAC-ESS-8204**

**DESCRIPTION: THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A  
BUSINESS SIMULATION – CENTRIC SOLUTION FOR THE ASSESSMENT OF  
SUPERVISORS**

**ISSUE DATE : 21 FEBRUARY 2012**  
**CLOSING DATE : 06 MARCH 2012**  
**OPTION DATE : 30 JUNE 2012**  
**CLOSING TIME : 10H00**

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

**TENDER ENVELOPE TO BE MARKED AS FOLLOWS: THE DESIGN, DEVELOPMENT AND  
IMPLEMENTATION OF A BUSINESS SIMULATION – CENTRIC SOLUTION FOR THE ASSESSMENT  
OF SUPERVISORS**

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**SCHEDULE OF DOCUMENTS**

- 1. Notice to Bidders**
- 2. Requisition for quotation**
- 3. Scope of Work and General specification**
- 4. Returnable Schedules / Documents**
- 5. Supplier Declaration Form**
- 6. Contractual Safety Clause**
- 7. General Tender Conditions(CSS5-goods)**
- 8. Standard Terms and Conditions of Conduct(US7 – Services)**
- 9. Non-Disclosure Agreement**
- 10. Supplier Code of Conduct**

Preview Copy Only



**SECTION 1**

**RFQ NUMBER: CRAC-ESS-8204**

**DESCRIPTION: THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A BUSINESS SIMULATION – CENTRIC SOLUTION FOR THE ASSESSMENT OF SUPERVISORS**

**NOTICE TO BIDDERS**

Quotations are requested from interested Respondents to supply the above-mentioned requirement to TRANSNET FREIGHT RAIL.

On or after 21/02/2012 the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Tender Advice Centre, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg during office hours 08h00 to 15h00.

A non-refundable tender fee of R100.00 (inclusive of Vat) is applicable per tender (listed below). Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number and the Company Name.

**NOTE:** This amount is not refundable.

Receipts to be presented prior to collection of the RFQ.

**NAME : Goodhope Kunene**  
**Tel : (011) 584-0607**  
**Email : Goodhope.Kunene@transnet.net**

Tenders in Duplicate must reach the Chairperson, TRANSNET Freight Rail Acquisition Council, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

**Tender No : CRAC-ESS-8204**

**DESCRIPTION: THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A BUSINESS SIMULATION – CENTRIC SOLUTION FOR THE ASSESSMENT OF SUPERVISORS**

**Closing date and time: 06 March 2012 at 10h00**

**Closing address (refer options below)**



**DELIVERY INSTRUCTIONS FOR THIS RFQ: CRAC-ESS-8204**

- 1** If posted, the envelope must be addressed to the Chairperson, TRANSNET Freight Rail Acquisition Council, P .O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Chairperson before the closing time of the RFQ. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 2** If delivered by hand, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Inyanda House 1,21 Wellington road, Park town, Johannesburg and should be addressed as follows:

**THE CHAIRPERSON  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001**

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

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

- 3** If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Chairperson, TRANSNET Freight Rail Acquisition Council and a signature obtained from that Office.
  1. Please note that this RFQ closes punctually at 10:00 on Tuesday 06 March 2012
  2. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
  3. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED
  4. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
  5. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
  6. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
  7. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.



## 8. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT (“BBBEE”)**

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

Transnet would accordingly allow a “preference” in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R 30,000 will as far as possible be earmarked for EME’s.

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

**In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.**

**However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).**

**BBBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.**

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

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
  - Rating level based on all 7 (seven) elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
  - Rating based on any 4 (four) of the elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
  - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
  - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition



- EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

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

**Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.**

*Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.*

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

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

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

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

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

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

- **SUPPLIER DEVELOPMENT (SD) / ENTERPRISE DEVELOPMENT (ED):**



#### Transnet's SD/ED Objective

- **Transnet's short-term Supplier Development and Enterprise Development objective is to align their SD/ED initiatives with their B-BBEE Strategy in order to achieve the maximum score on the B-BBEE Scorecard.**
- **Transnet's long-term objective as defined by the Enterprise Development vision, is to leverage medium to large suppliers, as external agents, to influence downstream ED opportunities within the greater Transnet supply chain, focusing on Rolling stock, Port Equipment and Infrastructure etc.**

#### Focus SD/ED Area's

- **A focus will be on providing small businesses with opportunities and preferential trading terms.**
- **Empowering HDI's to create their own business resulting in quality job creation.**
- **Consider SD/ED strategy which should include financial and non financial assistance to downstream suppliers as well as skills development.**

Respondents are requested to provide TFR with their Supplier Development (SD) / Enterprise Development strategy as well as providing details of job creation should they be successful with this tender. As part of the proposal, the respondent will need to include a high level SD/ED proposal which will be subject to evaluation as per the ED evaluation criteria. The successful respondent/tenderer must submit a more detailed SD/ED plan within 60 days of award of contract.

## 5. SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS

Foreign Respondents' socio-economic obligations under this procurement programme will fall under the associated Government initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises.

- **Competitive Supplier Development Programme (CSDP):**

#### Transnet's CSDP Objective

- **Transnet's CSDP objective is to influence Multinational organisations toward initiatives that lead to the development of local downstream suppliers through large-scale SOE procurement in order to develop a competitive local supplier base focusing on Rolling stock and Infrastructure.**

#### Focus CSDP Area's

- **Applies to procurement event/s totaling greater than R70m (\$10m) with foreign companies**
- **Leveraging expanded maintenance and manufacturing initiatives.**
- **Skills development of scarce resources increasing the quality of jobs.**
- **Transfer of technology and innovation to local suppliers from foreign OEM's/companies**
- **Consider CSDP strategy which should include localization, sustainability and skills development as initiatives as a submission by tenderer.**



#### CSDP Triggers:

CSDP transactions are triggered when:

- There is a **single contract** of which the total value is equal to or exceeds **USD10 million (~R70 million)**
- There is a contract with a **renewable option clause**, should the option be exercised, the total value of the opportunity is equal to or exceeds **USD10 million (~R70 million)**

Furthermore, there is a CSDP obligation if the total value of the contract is less than USD10 million (~R70 million) but one of the following apply:

- **There is an opportunity to develop a local industry within Transnet's supply chain;**
- **When a limited local supply base exists and the potential to develop existing suppliers is evident;**
- **When there is a strong opportunity for IP and skills transfer to local suppliers and/or Transnet.**

Respondents are requested to provide TFR with their CSDP strategy as well as providing details of job creation should they be successful with this tender. As part of the proposal, the respondent will need to include a high level CSDP proposal to include localization, sustainability and skills transfer which will be subject to evaluation as per the CSDP evaluation criteria. The successful respondent/tenderer must submit a more detailed CSDP plan within 60 days of award of contract.

## 9. COMMUNICATION

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above.

## 10. RFQ SCHEDULE

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

### 10.1 INSTRUCTIONS FOR COMPLETING THE RFQ

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

## 11. COMPLIANCE



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

**12. ADDITIONAL NOTES:**

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- Changes by the Respondent to its submission will not be considered after the closing date
- 
- The person or persons signing the Proposal must be legally authorized by the Respondent to do so (Refer Section 4). A list of those person(s) authorized to negotiate on your behalf must be submitted along with the Proposal
- All prices must be quoted in South African Rand
- TRANSNET reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents

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

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS  
MAY RESULT IN THE PROPOSAL BEING REJECTED.**

**13. DISCLAIMERS**

Respondents are hereby advised that TRANSNET is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Proposal in response to it. In particular, please note that TRANSNET reserves the right to:

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

Kindly note that TRANSNET will not reimburse any Respondent for any preparation costs or other work

Performed in connection with the Proposal, whether or not the Respondent is awarded a contract.

**14. Any PROPOSAL submitted by a Respondent is subject to negotiation and review of the proposed contract by Trans net's Legal Counsel.**

NAME OF RESPONDENT:

\_\_\_\_\_



PHYSICALADDRESS:

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Indent's contact person:	Name: _____
	Designation: _____
	Telephone: _____
	Cell phone: _____
	Facsimile: _____
	Email: _____

**TRANSNET urges its clients and suppliers to report  
Any fraud or corruption  
On the part of Transnet' employees to  
TIP-OFFS ANONYMOUS: 0800 003 056**



SECTION 2

**RFQ NUMBER: CRAC-ESS-8204**

**DESCRIPTION: THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A BUSINESS SIMULATION – CENTRIC SOLUTION FOR THE ASSESSMENT OF SUPERVISORS**

**REQUISITION FOR PROPOSAL**

**REQUISITION FOR PROPOSAL**

**MESSRS:** .....  
 .....  
 .....  
 .....

Tel (011)  
 Fax (011)

**ISSUE DATE**      21-02-2012

**CLOSING DATE**      06-03-2012 (10h00)

SUPPLY CHAIN SERVICES
Contact: Goodhope Kunene
Tel: 011 584 0607

<b>Prices in South African currency, including all costs.</b>			
<b>Direct to consignees</b>			
<b>ITEM NO:</b>	<b>DESCRIPTION:</b>		<b>PRICE:</b>
<b>Total price</b>			
<b>2.Prices must be V.A.T. exclusive</b>			
3. Direct delivered to:	Johannesburg		
4.Contact person:	Goodhope Kunene 011 584-0607		

**5.COMPULSARY DOCUMENTS**

**NOTE**

:5.1.Return of tender documents

The tender documents must be submitted on the closing date in **duplicate** and failure To do so will automatically disqualify your offer.

5.2.The following documents are compulsory, and they must be attached to the tender document If **Not** your tender will not be considered.

- a) Tax Clearance Certificate
- b) Supplier Declaration Form
- c) Current Vat Registration No.
- d) BBBEE level certification and Score Card



**6. FRAUD HOTLINE**

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

Hotline telephone: 0800 003 056

**Email: [transnet@tip-offs.com](mailto:transnet@tip-offs.com)**

**Fax: 0800 007 788**

**All information received will be treated with the utmost confidentiality**

**7. BUSINESS ADJUDICATION CRITERIA:**

**Technical (Disqualifying Criteria):**

- Sample of electronic assessment simulation tool for in basket with problem analysis for supervisor/ management training (Presentation of simulation tool)
- Proven track record of rolling similar projects covering a large number of problem and situation (Presentation of simulation tool)
- Accredited for presenting management/supervisory training with the relevant body
- Sample of how to approach electronic assessment that can give results for coaching/competence or not yet competent

**Commercial offer**

- Competitive pricing

**BBBEE**

- Broad Based Economic Empowerment status of the company.  
Provide BBBEE certification



### SECTION 3

RFQ NUMBER: CRAC-ESS-8204

DESCRIPTION: THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A BUSINESS SIMULATION – CENTRIC SOLUTION FOR THE ASSESSMENT OF SUPERVISORS

#### SCOPE OF WORK

## 1. BACKGROUND

### 1.1 Introduction

#### 1. A brief historical background

Transnet Freight Rail (TFR) is the largest division of Transnet. TFR bases its core competency on the transportation of freight and containers. TFR is positioning itself to become a profitable and sustainable freight railway business, assisting in driving the competitiveness of the South African economy.

The company maintains an extensive rail network across South Africa that connects with other rail networks in the sub-Saharan region, with its rail infrastructure representing about 80% of Africa's total. The company is proud of its reputation for technological leadership beyond Africa as well as within Africa, where it is active in some 17 countries.

Transnet Freight Rail (TFR) is the largest division of Transnet. TFR bases its core competency on the transportation of freight and containers on rail. TFR is positioning itself to become a profitable and sustainable freight railway business, assisting in driving the competitiveness of the South African economy.

Through its railway operations, TFR hopes to become a significant global player in the provision of freight logistics solutions to its customers on the African continent and beyond. The International Joint Ventures business is TFR's vehicle for achieving this and other objectives outside the company's normal areas of activity. The International Joint Ventures business is responsible for all TFR activities outside South Africa as well as for all non-core activities and joint ventures within South Africa.

Against this background, the School of Rail (SoR), a division of Transnet Freight Rail Human Capital, offers a service based on a strategy that is in line with the business objectives of Transnet in order to add value to Transnet's human capital development. The SoR is mandated to provide training and development that will ensure increased capacity of service delivery and implementation of the TFR initiatives aligned to national



priorities. The SoR has undergone a significant transformation process during the past decade, and has been able to achieve better co-ordination of training.

## 1.2 Institutional Context

The School of Rail (SoR) is committed to delivering relevant, responsive and high quality training services to its clients. It recognises that effective curriculum development and review are critical to this. As the organisation is facing increased demands for its training services and is embarking on new approaches to training, it is revisiting and improving its curriculum development and review processes.

The SoR's work is framed by a range of policy statements and legislation, particularly the Skills Development Act and the White Paper on Human Resource Management. It is also committed to implementing its transport freight rail development mandate within the context of the broader education and training policies of the South African government. It is committed to meeting the objectives of the National Qualifications as defined by the South African Qualifications Authority (SAQA) Act and is proud that its work contributes directly, and indirectly, to the achievement of the National Skills Development Strategy (NSDS). The SoR focuses on providing customised job related skills training, which provides a market niche through relevance to micro needs and macro trends. All training and development programmes provided by the SoR mirror Transnet's priorities. Internally the SoR constantly strives to learn and improve services to promote efficient service delivery. Aspects that receive priority attention include alignment to the requirements of the South African Qualifications Authority (SAQA) in terms of the design, quality assurance and the monitoring and evaluation of programmes.

The SoR will design and deliver quality interventions that are responsive to the needs of TFR. These interventions are aimed at improved levels of efficiency, effectiveness, and service delivery by developing, amongst others, the competencies of Supervisors as first line managers across TFR; thus improving the functioning of systems related to transport freight rail; supporting an increased focus and understanding of customer services; designing and implementing systems that allow for appropriate development and utilization of resources in a transport freight environment and extending the delivery impact of the SoR across the Southern African Development Corporation (SADDC) continent so as to support the priority for an effective and efficient rail network.

## 1.3. Problem Statement

There is no single curriculum for training within Transnet Freight Rail. The formal curriculum differs in terms of content, pedagogy, assessment in view of the fact that curriculum standards are registered for a relatively small number of programmes. The levels and quality of training are vastly different within Transnet Freight Rail. Problems of training and curriculum have been identified in relation to, inter alia, relevance, immediacy to workplace, teaching methodologies are mostly classroom-based, training



materials not updated due to lack of capacity, the duplication of training, weak assessment protocols, inconsistencies in training facilities. There is little evidence that training programmes by the School of Rail transfer to the job and result in changed behaviours in the workplace.

In spite of the diversity of kinds of learning programmes offered by the School of Rail, the learning methodology is similar across the whole organization. On the whole, programmes are classroom based. This over-dependency on the classroom-based learning model is burdensome and is over- extending existing capacity building resources. The classroom-based learning methodology is coupled with other financial implications and is costly for the business. However, a process of moving away from classroom-based training to a work-based approach is underway; hence this approach to simulations and the designing of a Simulation tool for Supervisory development, which could be used across the whole of Transnet.

The Supervisory Development programme has to be aligned with the Transnet leadership competency framework which specifies knowledge, skills and values that a job holder needs to possess to be competent to perform a particular job. A competency framework is based on the understanding that in order to apply outcomes in terms of specific programmes of staff development, training and education, it will be important to express them in terms of measurable competences. Therefore a system of prescribed core transversal competences at different grade levels, linked wherever possible to the NQF framework is preferable to a system of prescribed courses. Possibilities for recognition of prior learning (RPL) will also be enhanced.

Training in the Supervisory Development programme must, inter alia be conducted in accordance with and conform to the Transnet Freight Rail enterprise standards and with SAQA unit standards, if applicable. The implementation would be preceded by a proper risk assessment process, which is a pre-requisite for ensuring the successful implementation of projects within Transnet Freight Rail.

## **2. CONTRACT OBJECTIVES, ASSUMPTIONS AND RISKS**

### **2.1 Objective**

The School of Rail has embarked upon the development of learning materials for Supervisors. It seeks to secure the services of service providers to design, develop and implement a Simulation Tool for the assessment of these learners.



## 2.2 Assumptions underlying this Intervention

The intended success of the project is founded on the assumption that certain conditions will exist. These assumptions are as follows:

- The selected service provider will receive the necessary background information, documents and support from the SoR.
- The project manager, training centre managers, trainers and SMEs of the SoR will co-operate with the service provider, and vice versa.
- The project will be managed on the basis of a clear project plan agreed to between the service provider and the SoR.
- The Simulation Tool Designer will comply with the SoR learning methodology and instructional design framework.

## 2.3 Specific Risks

The following risks have been identified:

- The availability of expert resources will impact upon overall performance and should be managed as a risk area.
- Non-performance: the potential non-delivery or non-performance of service providers remains a risk to be managed effectively.
- Non-attendance of scheduled meetings by all role players.
- Failure to abide by the specifications of the contract by either the service provider or the SoR.
- Delays from the selected service provider or the SoR present a distinct time-based risk. This should be factored into planning cycles and reporting mechanisms.
- Unrealistic project time frame.
- Organisational constraints such as bureaucratic processes.



### **3. SCOPE OF WORK**

#### **3.1 The purpose of the work**

Transnet Freight Rail hereby requests proposals for rendering the design, development and delivery services of a Customised Business Simulation- Centric Solution for the Assessment and Development of Supervisors within TFR.

That is, a Simulation-Centric Development Programme that employs a modular, customised, computer-based Business Simulation for assessment and profiling of which the Learning Outcomes are to be facilitated into Modules on NQF Levels 3, 4 and 5 and to be recognised as the commencement of a full-time development programme on NQF Level 4 or Level 5.

This Simulation-Centric Solution is a dynamic, competitive, and exciting computer-based learning and development application called the TRANSNET SIM™ that provides participants with an opportunity to apply their theoretical and technical knowledge as well as financial, people, customer and internal-process related outcomes to real-life situations in a controlled, risk-free environment.

The powerful learning application of using a Business Simulation enables the participants to recognize the trade-offs surrounding major strategic business decisions at strategic, political and tactical levels.

Participants will be individually exposed and compete against each other and a best-practice benchmark in the simulated work environment.

#### **3.2 Activities**

In the process of developing and designing the tool, the service provider will engage in the following activities:

- Conduct a consultation session with the School of Rail's Curriculum Development & Assessment department in order to acquire the necessary information that will inform the content of the tool. This includes familiarizing himself/herself with the learning methodologies for the Supervisory Development Programme, the School of Rail's learning methodology and instructional design framework and the 'look and feel' of the learner manuals.
- Conduct a consultative session with the School of Rail's Curriculum Development & Assessment department to discuss the suggested layout design template.
- On approval of the template by the School of Rail, a prototype of the tool may then be developed.
- Consult with subject matter experts as pinpointed by the Curriculum Department.
- The tool will include module structures, learning outcomes of the modules and relevant exercises.
- The tool must be interactive, innovative, utilizing a variety of multi-media, including graphics, tables and news flashes from Transnet Freight Rail. Each source used to inform the tool's development, must be acknowledged and this include learning content, articles, pictures, quotes and any



information taken from other sources. In order to learn this information, it needs to be contextualized and then presented in a memorable format.

- The tool must address gender and disability concerns where possible.
- Ensure that the tool comply with the School of Rail's quality assurance requirements.
- Present the tool to the School of Rail Curriculum Department Manager and Senior Manager.
- Revise the tool based on recommendations made by the quality assurers within the School of Rail.
- Pilot the tool and incorporate inputs based on the pilot results.
- Consult with the multi-media<sup>1</sup> function within the Curriculum Development and Assessment department on the overall design and visuals of the tool (e.g. colours & sizes, spacing, icons).
- Conduct consultative workshops with subject matter experts (SME) and curriculum specialists to review various critical stages of the review of the tool, as deemed necessary by the School of Rail.

### **3.3 Objectives of the Business Simulation**

The main objectives are to design, develop and deliver a Customised Business Simulation-Centric Solution which will:

- Provide a comprehensive learning experience, using computerised delivery modes (to maximise both individual and organisational development).
- Constitute a customised solution to TRANSNET's specific training needs.
- Provide a compass on how to improve individual and organisational performance.
- Assist participants to experientially learn and develop.
- Generate individual profiles for development of a concomitant risk profile by diagnosing job-related strengths and areas of development.
- Assess performance and determine META skills that need to be developed.
- Assess competencies to determine the developmental gaps.
- Determine the targeted development (individually) to close the developmental gaps.
- Determine the growth potential (current potential and growth achieved or needed).
- Determine a risk profile of participants regarding their ability to deliver and meet the demands of their role.
- Determine the return on training investment immediately.
- Facilitate learning through experiencing an integrated work environment.
- Facilitate learning involving the understanding of underlying principles or formulating strategies to solve problems.
- Allow formative and summative assessments to determine growth.
- Ensure a 2-pronged approach for the development of interventions.
- Not be threatening/career limiting.

<sup>1</sup> Multi-media encompasses graphic design, desktop publishing, illustrations, photographs and video.



- Provide access to identify talent.
- Determine talent pool in order to do targeted development (individually).
- Include fit-for-purpose exercises.
- Include, but not be limited to learning through experience, formative and summative assessments to determine growth.
- Include participants with less qualifications and experience, because coaching and learning is embedded.
- Be beneficial to risk profiling.
- Be non-threatening and allow participants to take ownership as it involves learning and self-development while being assessed.

Further to the abovementioned, the final integration of all skills and an understanding of the inter-related nature of the function will be tested.

Complexity of the integration coupled with the increase of workload will also be tested.

Results obtained will clearly distinguish between that which relates to knowledge acquired as a result of participation in the project and that which relates to the 'human factor' of the participant.

The above refers to Organisational and Behavioural differences of each participant.

Developmental gaps to be identified:

- Skills and knowledge required to bridge the developmental gaps
- Any other type of intervention necessary
- Results of the Business Simulation will be tangible and will indicate the risk profile of the individual

### **3.4 The Methodology**

The methodology to be followed should be aimed at:

- Relationship interaction between the Provider and TRANSNET Subject Matter Experts (SME's) to allow both to become familiar with some of the key business issues critical to business success.
- Business acumen focus - addressing business issues that improve performance and results by means of business leadership.
- Implementation excellence - goes beyond event-based delivery and includes, amongst others, assistance with internal communication plan, suggested rollout activities, technical support, etc.
- Simulation and e-learning experience.



- Blended delivery - with truly integrated computer simulation approach and real-life learning intervention.
- Continuous learning - real-time, computer-based, best-practice experience and lecture room engagements designed to grow with learners and provide actionable, practical utility tools.
- Proven content to ensure that content is research-based, by collaborating with TRANSNET's SME's.
- Building experience through experience - in a risk-free environment, participants can test "what if" scenarios and learn from the shared experience and best practices.
- Project Management principles - the project will be managed according to sound Project Management principles.
- Consultative design process that has proven results of the capturing of knowledge within an organisation.
- Capturing of knowledge within the organisation - all knowledge within TRANSNET on processes and business to be captured within the Business Simulation.
- Employee brand enhancement through this Business Simulation to position TRANSNET as the Number One employer in the world.
- Having validity and reliability coefficients – also amongst different assessment orientations.
- Transnet-specific face validity. Proven record of success stories in the assessment (on-line and generic), training and simulation environments.
- Proven record of successes in the administration of similar processes in South Africa and internationally.
- Addressing large groups simultaneously and in multiple locations.
- Ensuring that change takes place continuously!

### 3.5 The Envisaged Solution

The envisaged solution should comprise of the following:

- A simulation-centric solution blending a live and computerized assessment delivery with all TRANSNET business processes for a supervisor.
- Real-time assessment of current skills against core competencies on both the organizational competencies and behavioural competencies, as developed for the supervisors by TRANSNET.
- Coaching training and orientation of coaching within the simulation centric solution to support this development programme.
- RPL process recognition with competencies that are assessed being aligned to Unit Standards.
- Automated feedback with immediate post-assessment support on all areas assessed, and assessment during two phases.



- Individual development plans to address the assessment gap with focused simulation workshops, on-the-job application and relevant reading material as part of their development, depending on the specific needs of each supervisor.
- An integrated and blended programme to assist TRANSNET in driving their business strategy and effectively dealing with business leadership issues across the organization.
- Assistance with capturing of knowledge to maximize development through a consultative design process.
- Deployment of software for the use and development of business simulations, e-learning courses, and design and assessment instruments.
- Hosting for the online Internet/Intranet delivery.
- A learner support system.
- Integration with SAP and other TRANSNET systems.
- Business simulation integration with assessment and unprecedented training and development interventions.
- Seamless alignment with the general processes of any organisational development process.
- Assisting supervisors to better facilitate, communicate and understand their own relative strengths as well as that of their colleagues against the core competence of TRANSNET.
- Assisting all TRANSNET supervisors in learning and development and preparing them for assessment in future managerial positions.
- Alignment of the Learning Outcomes with the Unit Standards of the Supervisor accredited NQF Level 4.
- Registration on a Learning Management System (LMS).
- Access to the Simulation.
- Decisions and Exercises throughout the storyline of the Simulation.
- Assessment of each participant against the core organisational competencies and the elective behavioural competencies.
- Reflection sessions after each Simulation round/session.
- Discussion of learning events during reflection sessions.
- Feedback to each participant per individual feedback report.
- Group feedback to TRANSNET Management.

#### 4. COMPETENCIES AND EXPERTISE REQUIRED

**The preferred service provider should meet the following criteria:**

- Proven track record in research and instructional design.
- Knowledge of global trends in Outcomes-Based Education and adult learning methodologies.
- Knowledge of legislation: the National Qualifications Framework (NQF), the South African Qualifications Authority (SAQA) and the Skills Development etc.



- Knowledge of Education, Training and Development Practitioners' (ETDP) environment and registered with the relevant Sector Education and Training Authority (SETA).
- Knowledge of both formative and summative assessment methods, using a range of methodologies.
- Extensive experience in learning tools design and development.
- Knowledge of relevant computer systems and appropriate software is desirable.
- Knowledge of analyzing a unit standard and develop a learner guide, facilitator and assessment guides.
- Proven competence in new educational and communication technologies.
- The ability in creativity and innovation.
- The ability to deliver within tight frames.
- For development purposes, have SAQA Registration with Full Accreditation Management NQF Level 3, Level 4 and Level 5 at a relevant SETA.
- Accreditation with UMALUSI as a private Further Education and Training provider .

#### Technical requirements

- Understanding the Railway environment would be an added advantage
- Knowledge of Railway safety Regulator and the safety issues, in the Railway environment is key

Packaging the learning content in the simulation tool as well as aligning the content with standard operation procedures (SOP) in order to arrive at one coherent learning result.

## 5. EXPECTED OUTPUTS AND OUTCOMES

### 5.1 Outputs

The service provider is requested to deliver the following outputs:

- A Simulation tool used in the roll-out of the Supervisory Development programme for Supervisors.

### 5.2 Outcomes

The expected outcomes of the programme are:

- A sustainable computer simulated training tool that will be administered to TFR learners by the SoR.
- Increased competence of Supervisors.
- Measurable impact on service delivery of Transnet Freight Rail.



## 6. REPORTING

### 6.1 Reporting

The service provider will submit a bi-weekly progress report in hard copy and electronic format in a template provided by the SoR. All documents submitted by service providers will include the service provider's name, project title, date of draft and draft number.

### 6.2 Final Report

At the end of the contract, the service provider shall provide a final report covering the entire assignment period. The final report will include, inter alia, lessons learned and recommendations on the further implementation of the project, as well as suggested measures for future upgrading, enhancement and improvement of the tool, as indicated in SoR's prescribed format that will be provided to the successful provider.

### 6.3 Submission and Approval of Reports

All reports and submissions must be supported by original invoices, together with all the relevant documentation required. All reports and documents needed for the finalisation of payment should be forwarded to the SoR. The Curriculum Development Senior Manager must certify and approve the documents before payment can be finalised. Payment will be effected electronically within 30 days after certification of documents by both the Curriculum Manager and curriculum review committee. All reports must be issued in triplicate. The final report must also be made available electronically.

- TFR Management to be provided with regular feedback on learners' performance, free of charge.
- Individual feedback sessions based on the participant's conduct during training as well as performance on assignments, as well as counselling, should the need arise.
- Feedback/Coaching will be done by relevant trainer and be charged per hour, or any part thereof.
- Coaches/Mentors to undergo a training session to prepare them for the implementation and monitoring of Work Integrated Learning.



## 7. MONITORING AND EVALUATION

### 7.1 Definition of Indicators

The above-mentioned objectives and outputs/outcomes should be reflected in the relevant reports, and this will serve as performance indicators for monitoring and evaluation.

### 7.2 Work and management arrangements

Work and management arrangements will be as follows:

- The SoR, specifically the Curriculum Department & Assessment Unit will monitor and evaluate the work of the service provider according to an agreed work plan.
- The Terms of Reference (ToR) are issued and will be used as informing the agreement to be entered into with the service provider.
- The activities necessary for the implementation of this programme will be co-ordinated by the SoR.
- Each milestone achieved in this assignment will be approved by SoR, before the next step is implemented.
- SoR reserves the right to evaluate the progress and outcome of the project as well as the quality of the services provided by the service provider.
- Bi-weekly management meetings will be held to review progress in material development.
- In the event of non-compliance of any conditions or poor performance by the service provider, the SoR reserves the right to take whatever reasonable remedial action it may deem necessary to remedy the non-compliance.
- The contract shall be entered into with the successful and appointed service provider and will form the basis of agreement between the SoR and the service provider. The contract shall mirror the contents of these Terms of Reference.



## 8. BUDGET

- The Budgets presented by the service provider for the research, design and development of the tool should be VAT inclusive. It should further include fees and salaries, travel and subsistence (if any).
- It is expected that the service provider's quotation and proposal will give a budget breakdown of costed activities.
- Payments for work done shall be made to the service provider by the SoR per deliverable once all work has been deemed appropriate and to the required standard.
- It is imperative that bids should not exceed the ceiling amount of R1,9 million (VAT included).
- The SoR will be liable for payments for logistics in respect of workshop venues and catering for piloting purposes.

## 9. SCHEDULE OF ASSIGNMENT

### 9.1 Location

The completed training material shall be delivered to Dr Shirley Mahlase, Senior Manager: Curriculum Development & Assessment. A Project Committee is in place to oversee the implementation of the project.

### 9.2 Time Frame

This assignment will be deemed completed within the agreed time of the project duration.

## 10. COPYRIGHT

Copyright for the training material is vested in Transnet and the Transnet logo should appear on all documentation in line with Transnet branding specifications.

- TFR will have ownership of the Simulation (SIM™).
- No copyright fees or implications will be applicable to the Simulation.
- TFR will retain the copyright of the final Simulation.
- The training material within the Simulation and the NQF Level 4 and Level 5 Learner Manuals will remain the Intellectual Property (IP) of TFR.
- Although a Simulation maintenance fee will be applicable, no licensing fees will be levied.
- Updating of new source documents and other aspects of the Simulation will be included in the maintenance fee structure.



**11. REPRESENTATION**

Any service provider appointed to develop the training material will do so for and on behalf of the SoR. He/she will act as a representative of the SoR, and will do anything reasonable to promote SoR's programmes, image and best interest.

Preview Copy Only



**SECTION 4**

**RFQ NUMBER: CRAC-ESS-8204**

**DESCRIPTION: THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A BUSINESS SIMULATION – CENTRIC SOLUTION FOR THE ASSESSMENT OF SUPERVISORS**

**RETURNABLE DOCUMENTS**

**C.1.Returnable Schedules / Documents required for tender evaluation purposes**

	<b>Returnable Schedules / Documents</b>	<b>YES/NO/N/A</b>	
1	Certificate Of Authority For Joint Ventures (Where Applicable	x	
2	Schedule of the Tenderers Experience	x	
3	Certificate of Attendance at Clarification Meeting		
4	Labour Payment Schedule	X	
5	Supplier Declaration form (version2)	X	
6	Letter of Good Standing with the Compensation Commissioner	x	
7	Original / Certified BBEE Rating Certificate With Detailed Scorecard	X	
8	Statement Of Compliance With Requirements Of The Scope Of Work	x	
9	Certified Copy of Financial Statements (for the past 3 years) including Balance sheets where BBEE not provided.	x	
10	Certified Copy of Share Certificates CK1 & CK2	x	
11	Certified Copy Of Certificate Of Incorporation and CM29 and CM9	x	
12	Certified Copy of Identity Documents of Shareholders/Directors/Members (Where Applicable)	x	
13	Cancelled Cheque	X	
14	Original current Tax Clearance Certificate	X	
15	Original Vat Registration Certificate	X	
16	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy	X	



## SECTION 5

RFQ NUMBER: CRAC-ESS-8204

# Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

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

**NB:**

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

### IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's**



services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

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

## Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million		
Does Your Company Provide	Products		Services		Both		
Area Of Delivery	National		Provincial		Local		
Is Your Company A Public Or Private Entity			Public		Private		
Does Your Company Have A Tax Directive Or IRP30 Certificate			Yes		No		
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
<b>BEE Ownership Details</b>							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate			Yes		No		
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ		Permanent		Part time			
Transnet Contact Person							
Contact number							
Transnet operating division							
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>							
Name				Designation			
Signature				Date			
<b>Stamp And Signature Of Commissioner Of Oath</b>							
Name				Date			



Signature		Telephone No.	
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**NB:** Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

**2. VENDOR TYPE OF BUSINESS**

(Please tick as applicable)

(\* - Minimum requirements)

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

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

**2.2 What is your company's annual turnover (excluding VAT)? \***

<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

**2.3 Where are your operating/distribution centres situated? \***


**3. VENDOR OWNERSHIP DETAIL**

(Please tick as applicable)

(\* - Minimum requirements)

**3.1 Did the firm previously operate under another name? \***

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

**3.2 If Yes state its previous name:\***



Registered Name	
Trading Name	

<b>3.3</b>	<b>Who were its previous owners / partners / directors?*</b>
SURNAME & INITIALS	ID NUMBERS

<b>3.4</b>	<b>List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *</b>							
SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

<b>3.5</b>	<b>List details of current directors, officers, chairman, secretary etc. of the firm: *</b>					
SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

<b>3.6</b>	<b>List details of firms personnel who have an ownership interest in another firm: *</b>				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

**4. VENDOR DETAIL**

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

<b>4.1</b>	<b>How many personnel does the firm employ? *</b>					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL



Permanent						
Part Time						

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

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

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

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

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

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

**4.2.2** Is your company a recipient of Enterprise Development Contributions?\*

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

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

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

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

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

**4.2.5** If yes (above) kindly provide the following information:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

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

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

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

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

**4.2.8** Are any of your family members employees of Transnet?

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

**4.2.9** If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees

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




**Internal Transnet Departmental Questionnaire** (for office use only)

**Section 1: To be completed by the Transnet Requesting / Sourcing Department**

TFR	TRE	TPT	TPL	TNPA	TRN
Create	Amend	Block	Unblock	Once-Off / Emergency	
Extend	Delete	Undele			

Supplier's trading name \_\_\_\_\_

Supplier's registered name \_\_\_\_\_

Please indicate if the Supplier has a contract with sourcing Transnet OD  Yes  No

If yes please submit a copy of the letter of award \_\_\_\_\_

**a) What is being procured from the supplier?**

i. Products only	Yes	No
ii. Services only	Yes	No
iii. Labour only	Yes	No
iv. Mix of services and products	Yes	No
v. Mix of services and labour	Yes	No

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

Yes  No

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

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

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

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

Tel No: \_\_\_\_\_ Fax \_\_\_\_\_

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

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



## SECTION 6

**RFQ NUMBER: CRAC-ESS-8204**

**DESCRIPTION: THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A BUSINESS SIMULATION – CENTRIC SOLUTION FOR THE ASSESSMENT OF SUPERVISORS**

### **TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS**

#### **CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT**

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

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



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



20) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.

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

\*As applicable

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**SECTION 7**

**RFQ NUMBER: CRAC-ESS-8204**

**DESCRIPTION: THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A BUSINESS SIMULATION – CENTRIC SOLUTION FOR THE ASSESSMENT OF SUPERVISORS**

**GENERAL TENDER CONDITIONS**  
**FORM CSS5 (REVISED FEBRUARY 2007)**

Refer Document attached hereto

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**SECTION 8**

**RFQ NUMBER: CRAC-ESS-8204**

**DESCRIPTION: THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A BUSINESS SIMULATION – CENTRIC SOLUTION FOR THE ASSESSMENT OF SUPERVISORS**

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)

**Refer Document attached hereto**

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**SECTION 9**

**R RFQ NUMBER: CRAC-ESS-8204**  
**DESCRIPTION: THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A BUSINESS SIMULATION – CENTRIC SOLUTION FOR THE ASSESSMENT OF SUPERVISORS**

**NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is made the ..... day of ..... 2012

**BETWEEN:**

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

WHEREAS

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

**IT IS HEREBY AGREED**

**1. Interpretation**

1.1 In this Agreement:-

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

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

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



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

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

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

## 2. Confidential Information

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

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

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

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

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

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

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

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

### Records and return of Information

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



- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:
- (i) Return all written Confidential Information (including all copies); and
  - (ii) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.3(i) above).

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

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

#### 4. **Announcements**

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

#### 5. **Duration**

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

#### 6. **Principal**

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

#### 7. **Representations**

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

#### 8. **Adequacy of damages**



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

## 9. Data Protection

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

## 10. General

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

T



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

**TRANSNET LIMITED:**

**By:** .....  
(Signature)

**Print name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*[Insert company name]:*

**By:** .....  
(Signature)

**Print name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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delivering on our commitment to you



# Suppliers Code of Conduct





## Suppliers Code of Conduct

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

These are:

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

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

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

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

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

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





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

Employees may not receive anything that is calculated to:

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

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

**Transnet is firmly committed to free and competitive enterprise.**

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

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

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





These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.

- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- >> Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



### Conflict of Interest

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

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



Show that you support good business practice by logging onto [www.transnet-suppliers.net](http://www.transnet-suppliers.net) and completing the form.

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

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