



Transnet Freight Rail

an Operating Division of **TRANSNET SOC LTD**

(Registration No. 1990/000900/30)

REQUEST FOR PROPOSAL [RFP]

**FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION
AUTHORITY FOR A PERIOD OF TWO YEARS.**

RFP NUMBER HOAC_HO_8790

ISSUE DATE: 02nd JULY 2012

CLOSING DATE: 31st JULY 2012

CLOSING TIME: 10:00

BID VALIDITY PERIOD: 90 days

“PREVIEW COPY ONLY”

SCHEDULE OF BID DOCUMENTS

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LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
DAC	Divisional Acquisition Council
DPE	Department of Public Enterprises
DTI	Department of Trade and Industry
EME	Exempted Micro Enterprise
FRC	Further Recognition Criteria
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
NGP	New Growth Path
OD	Transnet Operating Division
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SD	Supplier Development
SME	Small Medium Enterprise
SOC	State Owned Company
ST&C	Standard Terms and Conditions
TAC	Transnet Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION AUTHORITY FOR A PERIOD OF TWO YEARS.

Section 1: NOTICE TO BIDDERS

1 PROPOSAL REQUEST

Responses to this RFP [hereinafter referred to as a **Proposal** or **Proposals**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **Entity** or **Respondent**] to supply the aforementioned requirement(s) to Transnet.

On or after 02ND July 2012, the RFP documents may be inspected at, and are obtainable from The Tender Advice Centre, Ground Floor, Inyanda House 2, 21 Wellington Street, Parktown. On payment of an amount of R300 (inclusive of VAT) per set. Payment is to be made as follows:

Account Name : Transnet Freight Rail
Bank : Standard Bank
Account Number : 203158598
Branch Code : 004805

NOTES –

- a) This amount is not refundable.
- b) A receipt for such payment made must be presented when collecting the RFP documents and submitted with your Proposal.
- c) Proof of payment can also be forwarded electronically to: Anthonie.Erasmus@transnet.net in order to have an electronic copy of the RFP in PDF format forwarded to such a supplier.

RFP documents will only be available until 15H00, Monday 30th July 2012.

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

2 FORMAL NON COMPULSORY BRIEFING

A non-compulsory pre-proposal RFP briefing will be conducted at 15 Girton Road, Imbumba Boardroom, Ground Floor, Inyanda House 2, on the 18th of July 2012, at 10H00 for a period of ± two (2) hours. [Respondent to provide own transportation and accommodation].

- 2.1 A Certificate of Attendance in the form must be completed and submitted with your Proposal.
- 2.2 Respondents failing to attend the non- compulsory RFP briefing will not be disqualified.
- 2.3 Respondents without a valid RFP document in their possession will be allowed to attend the RFP briefing.
- 2.4 The briefing session will start punctually at 10H00 and information will not be repeated for the benefit of Respondents arriving late.

3 PROPOSAL SUBMISSION

Proposals in duplicate plus a CD copy must reach the Secretary, 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:

RFP No: HOAC_HO_8790
 Description: FOR THE APPOINTMENT OF AN APPROVED
 OCCUPATIONAL HYGIENE INSPECTION
 AUTHORITY FOR A PERIOD OF TWO YEARS.

Closing date and time: Tuesday 31st July at 10:00

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

4 DELIVERY INSTRUCTIONS FOR RFP

4.1 Delivery by hand

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

THE CHAIRPERSON

THE SECRETARIAT
 TRANSNET FREIGHT RAIL
 ACQUISITION COUNCIL
 INYANDA HOUSE 1
 TENDER BOX
 OFFICE BLOCK FOYER
 21 WELLINGTON STREET
 PARKTOWN
 JOHANNESBURG

- a) The measurements of the "tender slot" are 400mm 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, each such envelope to be addressed as required in paragraph 3 above.

4.2 Despatch by courier

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

THE SECRETARIAT
 TRANSNET FREIGHT RAIL
 ACQUISITION COUNCIL
 INYANDA HOUSE 1
 TENDER BOX
 OFFICE BLOCK FOYER
 21 WELLINGTON STREET
 PARKTOWN
 JOHANNESBURG

- 4.3 Please note that this RFP closes punctually at 10:00 on Tuesday 31st July 2012.
- 4.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
- 4.5 No email or facsimile responses will be considered, unless otherwise stated herein.
- 4.6 The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 4.7 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.
- 4.8 Envelopes must not contain documents relating to any RFP other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
- 4.9 No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 18 [*Alterations made by the Respondent to Tendered Prices*] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT & SOCIO-ECONOMIC OBLIGATIONS

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

Transnet would therefore prefer to do business with local business 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. Transnet will accordingly allow "preference" points to companies who provide a B-BBEE Accreditation Certificate. All procurement transactions will be evaluated accordingly.

Consequently, when Transnet invites prospective [Service Providers](#) to submit Proposals for its various expenditure programmes, it urges Respondents [*Large Enterprises and QSE's - see below*] to have themselves accredited in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. As from 1 October 2011 valid B-BBEE Accreditation Certificates must be issued by

- a) Verification Agencies accredited by the South African National Accreditation System [**SANAS**];
or
- b) Registered auditors approved by the Independent Regulatory Board of Auditors [**IRBA**], in accordance with the approval granted by the Department of Trade and Industry.

A Verification Certificate issued must reflect the weighted points attained by the measured entity for each element of the scorecard as well as the overall B-BBEE rating.

5.1 B-BBEE Rating

Enterprises will be rated by Verification Agencies or registered auditors based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:
 - EMEs are exempted from B-BBEE accreditation
 - Automatic rating of Level 4 B-BBEE irrespective of race or ownership Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as Level 3 B-BBEE
 - EME's should provide documentary proof of annual turnover [i.e. annual financials signed off by an accounting officer] plus proof of Black ownership if Black ownership is greater than 50% and/or Black Women ownership is greater than 50%

Respondents will be required to furnish proof of the above to Transnet. [i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs].

N.B. Failure to do so will result in a score of zero being allocated for B-BBEE.

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

R_____

All Respondents must complete and return the B-BBEE Preference Points Claim Form attached hereto as Annexure A.

5.2 Joint Ventures and Subcontractors

In addition to the above, Respondents who wish to enter into a Joint Venture with, or subcontract portions of the contract to, B-BBEE entities must state in their RFPs, the percentage of the total contract value that will be allocated to such B-BBEE entities, should they be successful in being awarded any business. A rating certificate in respect of such B-BBEE JV-partners and/or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form.

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 that does 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.

5.3 B-BBEE Registration

In addition to the accreditation certificate, Transnet recommends that Respondents register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's [DTI]

National B-BBEE IT Portal and Opportunities Network and provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.

Transnet would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>

5.4 Further Recognition Criteria

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, a further **10% [ten per cent]** will be allocated to a Respondent's score based on the "Further Recognition Criteria" [FRC] on an ascending scale. This will be calculated based on the extent to which the Respondent commits to meet and/or exceed the minimum compliance targets with its proposed target score to be achieved during the contract period.

Respondents are required to submit their Further Recognition Criteria with their Proposals

Supplier Development Initiatives

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and an 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] developed in 2010 aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa.

Transnet fully endorses and supports Government's New Growth Path policy through its facilitation of Supplier Development [SD] initiatives.

6 COMMUNICATION

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.

6.1 For specific queries relating to this RFP, a Bid Clarification Request Form should be submitted by 12:00 on 27th July 2012, 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 all Respondents need to indicate by email their intention to respond to this RFP by informing Transnet of their contact details as soon as possible but before 27th July 2012 to Tarryn.Foster@transnet.net.

6.2 After the closing date of the RFP, a Respondent may communicate with the Secretary of the Transnet Acquisition Council, at telephone number 011 544-9486, email Prudence.Nkabinde@transnet.net or facsimile number 011-774-9760 on any matter relating to its RFP Proposal.

Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with Transnet in the future.

7 INSTRUCTIONS FOR COMPLETING THE RFP

- 7.1 Sign one set of 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 can be a copy of the original signed Proposal.
- 7.2 Both sets of documents to be submitted to the address specified in paragraph 4 above.
- 7.3 A CD copy of the RFP Proposal must be submitted. Please provide in MS Word / Excel format, not PDF versions, noting that the signed original set will be legally binding [*paragraph 7.1 above*].
- 7.4 All returnable documents listed in the Proposal Form [Section 4] must be returned with your Proposal.

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 ADDITIONAL NOTES

- 9.1 All returnable documents as indicated in the Proposal Form [*Section 4*] must be returned with the response.
- 9.2 Changes by the Respondent to its submission will not be considered after the closing date.
- 9.3 The person or persons signing the Proposal must be legally authorised by the Respondent to do so [*Refer Section 6 – Signing Power, Resolution of the Board of Directors*]. A list of those person(s) authorised to negotiate on your behalf [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.
- 9.4 Transnet may wish to visit the Respondent's [place of business](#) during this RFP process.
- 9.5 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.
- 9.6 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. Transnet reserves the right to reject any or all offers.

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

10 DISCLAIMERS

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

- 10.1 modify the RFP's [Services](#) and request Respondents to re-bid on any changes;

- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline;
- 10.4 not necessarily accept the lowest priced Proposal;
- 10.5 reject all Proposals, if it so decides;
- 10.6 withdraw the RFP on good cause shown;
- 10.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.8 award a contract for only a portion of the proposed [Services](#) which are reflected in the scope of this RFP;
- 10.9 split the award of the contract between more than one [Service Provider](#); or
- 10.10 make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted 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 indicate in Section 11 [*Breach of Law*] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

11 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 on the part of Transnet employees to
TIP-OFFS ANONYMOUS : 0800 003 056**

FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION AUTHORITY FOR A PERIOD OF TWO YEARS.

Section 2: BACKGROUND, OVERVIEW 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.

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,
- Containers,
- Lime and Cement,
- Coal,
- Grain,
- Fuel,
- Chemicals,
- Fertilizer,
- Chrome and Manganese,
- Granite and the
- Consolidated sector.

Transnet Freight Rail operates nationally with different locomotives (electrical and diesel locomotives), locomotive depots, shunting yards, infra maintenance workshops, container terminals and administrative buildings.

2 EXECUTIVE OVERVIEW

Transnet Freight Rail (TFR) requires the service of an Occupational Hygiene Approved Inspection Authority (AIA) with proven competence and experience to provide occupational hygiene services to TFR over a period of 2 (two) years with an option to extend for an additional 1 (one) year based on the service provider's overall occupational hygiene service performance within TFR.

3 SCOPE OF REQUIREMENTS

Transnet Freight Rail (TFR) requires the services of an Approved Inspection Authorities (AIA(s)) with proven competence and experience to provide occupational hygiene service/s for the following cluster/s and AIA appoint/s will be made for each cluster:

3.1 Clusters:

3.1.1 Cluster 1 will consist of the following major areas and any other areas within, but not limited:

- Durban
- Ladysmith
- Empangeni
- Richards bay
- Newcastle
- Vryheid
- Pietermaritzburg
- Mason's Mill

3.1.2 Cluster 2 will consist of the following major areas and any other areas within, but not limited:

- Phalaborwa
- Komatipoort
- Nelspruit
- Steelpoort
- Lydenburg
- Belfast
- Middleburg
- Witbank

3.1.3 Cluster 3 will consist of the following major areas and any other areas within, but not limited:

- Bloemfontein
- Kimberly
- De Aar
- Upington
- Sishen

- Halfweg
- Christiana
- Vryburg
- Bloemhof
- Saldanha
- Postmasburg
- Vredendaal

3.1.4 Cluster 4 will consist of the following major areas and any other areas within, but not limited:

- Cape Town area
- Beaufort west
- Worcester
- Paarl

3.1.5 Cluster 5 will consist of the following major areas and any other areas within, but not limited:

- Port Elizabeth
- East London
- Mosselbay

3.1.6 Cluster 6 will consist of the following major areas and any other areas within, but not limited:

- Musina
- Makhado
- Tzaneen
- Polokwane
- Thabazimbi
- Lephalale
- Mafikeng
- Lichtenburg
- Zeerust
- Matlosana (Klerksdorp)
- Tlokwe (Potchefstroom)
- Mogale City (Krugersdorp)
- Gauteng area
- Springs
- Sentrarrand
- Standerton
- Vereeniging
- Sasolburg
- Kroonstad
- Bethlehem
- Pretoria

- Koedoespoort
- Rustenburg
- Pyramid South

3.2 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 a 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.

4. DELIVERABLES

Interested Tenderer(s) shall:-

- Attend a briefing session on a date and at a venue that will be made available.
- Submit a detailed project plan with timelines and resources to comply with and roll-out the scope of work.

5. AVAILABLE INFORMATION

The following can be made available to the applicant/s:

- The extent of the project per cluster.
- All available information as is known to Transnet Freight Rail, regarding this project.

6. CONFIDENTIALITY

All the document/s supplied to the applicants for the purpose of this tender, will be regarded as strictly confidential between Transnet Freight Rail and the prospective Tenderers and must be treated as such. Any interaction with the media or other parties for the purpose of communication shall be permitted only via the Transnet Freight Rail Corporate Communications Office.

7. GENERAL REQUIREMENTS

7.1 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.

7.2 ISO 17025 accreditation

It's a compulsory requirement that the appointed AIA's be ISO 17025 accredited as an Inspection Body within a year of the appointment as an AIA within TFR.

For the purpose and progress on this requirement, the appointed AIA will be required to provide the plan or registration documents to be accredited as an Inspection Body in terms of ISO 17025 within six (6) months of being awarded this tender.

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

7.3 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.

- 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 Freight Rail 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, analyze 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 but not limited:
 - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations.
 - 6.2 The health and safe working methods and procedures to be implemented to ensure work is performed in compliance to the Act.
 - 6.3 The Health and safety equipment, devices and clothing to be made available by the contractor to his/her 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 Freight Rail on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the Occupational Hygiene Manager of Transnet Freight Rail.
- 10) 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.
- 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/her 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 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.
- 15) Copies of all appointments required by the act must be given to * Occupational Hygiene Manager of Transnet Freight Rail.

- 16) 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.
- 17) 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.
- 18) 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.
- 19) 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.
- 20) Contractor shall ensure that any measurement programme of the concentration of airborne regulated asbestos fibers 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.
- 21) 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.
- 22) The awarded contractor will be held responsible for the correct operation and calibration of all equipment used, whether it belongs to them or not.
- 23) 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.
- 24) 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.
- 25) 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
- 26) 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.
- 27) 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.

- 28) 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.
- 29) 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.

8. QUALIFICATIONS AND EXPERIENCE OF THE SPECIALIST CONTRACTOR

The contract envisaged under this tender will only be awarded to a competent Approved Inspection Authorities (AIA) accredited for all stressors (including asbestos and lead), with a valid certificate of an Occupational Hygienist proof of registration from SAIOH, has access to the appropriate Occupational Hygiene facilities and sampling equipments.

All related qualifications, registrations, certifications, etc. pertaining to and required for Approved Inspection Authority's shall be submitted as part of the tender application documentation.

The AIA must be able to follow accepted methodologies and procedures to anticipate, recognize, identify, evaluate and prepare recommendations to reduce and or minimize exposures to any health risks within Transnet Freight Rail.

9. TENDER EVALUATION AND AWARDING

The contract envisaged under this tender will be evaluated in terms of the following, but not limited:

- Number of personnel that will be involved per cluster and with valid certificates from SAIOH;
- proof of being an Approved Inspection Authority for all stressors (including lead and asbestos);
- indicating an access or be in possession of suitable monitoring and analytical equipment pertinent to the service rendered such as for vibration, electro-magnetical fields, thermal stress, noise, illumination, Hazardous chemical substances and biological hazards;
- indicating relevant document control management systems, methods and procedures relating to the regulated services they wish to render;
- occupational hygiene experience with related references;
- indicate the intention to register with the South African National Standards (SANS) within a year of being awarded this tender for the service they are rendering; and
- the professional rates.

Tenderers' shall also attach full particulars of their experience in the field, quoting specific references and contact numbers.

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

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

10. QUANTITIES AND CONTRACT VALUE

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

As this contract will be based "on and when" required basis and evaluated on quoted individual rates, Transnet Freight Rail does not guarantee any final contract value that the service provider might have quoted and will not be liable for any such difference between tendered and actual amounts.

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

NB. This contract makes no provision for establishment and disestablishment of the Contractor's site. All site establishments, services, personnel, certifications, accreditations, training, sampling equipments and infrastructure that may be required by the Approved Inspection Authority shall be deemed to be included in the contract rates as stated in the tender proposal by the service provider.

The appointed contractor will in all occasions request an approval from the Transnet Freight Rail Occupational Hygiene Manager or relevant Senior Safety manager before embarking on any Occupational Hygiene services as per any request or aligned with the requirements of this tender specifications within Transnet Freight Rail.

All invoices to be forwarded to and processed by Transnet Freight Rail Corporate Safety Office

The tenderer shall submit an itemized quotation clearly pricing measurable activities as indicated in table below, but not limited (value added services) and indicate with "N/A", where the service will not be provided/rendered by the service provider per item per cluster as indicated below:

NB. Each cluster will be quoted separately. Scheduled items that are not priced and/ marked with "N/A" will be taken as service that cannot be provided by the AIA tendering and those indicated with Nil or Zero will be taken as services that will be provided without charge to TFR.

Item	Cluster 1	Cluster 2	Cluster 3	Cluster 4	Cluster 5	Cluster 6
	Amount (Rand)					
Hourly rate for Occupational hygiene surveys conducted by an Occupational Hygienist.						
Hourly rate for Occupational hygiene surveys conducted by an Occupational Technologist.						
Hourly rate for Occupational hygiene surveys conducted by an Occupational Hygiene Assistant.						
Hourly rate for vibration survey						
Hourly rate for Electro-magnetical field survey						
Hourly rate for Occupational hygiene risk assessment conducted by an Occupational Hygienist.						
Hourly rate for Occupational hygiene risk assessment conducted by an Occupational Technologist.						
Hourly rate for Occupational hygiene risk assessment conducted by an Occupational Hygiene Assistant.						
Hourly rate for report writing by an Occupational Hygienist including submission of reports hard and soft copy/ies.						
Hourly rate for report						

writing by an Occupational Hygiene Technologist including submission of reports hard and soft copy/ies.						
Hourly rate for report verification by an Occupational Hygienist.						
Hourly rate for Occupational Hygienist attending meetings.						
Travel time rate by an Occupational Hygienist per hour.						
Travel time rate by an Occupational Hygiene Technologist per hour						
Travel time rate by an Occupational Hygiene Assistant per hour						
Analytical cost for silica quarts						
Analytical cost for welding fumes (Railway lines)						
Analytical cost for Diesel Particulate Matter						
Analytical cost for Asbestos fibers						
Analytical cost for lead other than tetra alkyl						
Analytical cost for Volatile organic compounds (IAQ)						
Analytical cost for acid mist (battery room)						
Analytical cost for Legionella						
Any other analytical cost/s railway operations related						
Accommodation (bed & breakfast) maximum						

daily rate						
Subsistence and traveling allowance maximum daily rate						
Dinner maximum rate						
Rate per kilometer						

The Occupational Hygiene stressors might include the following but not limited:

Physical Hazards:

- Noise exposure (personal and zoning purpose), illumination surveys (day and night time), thermal stress surveys, whole body vibration, Hand-arm vibration, electromagnetic fields, and ventilation surveys.

Chemical Hazards:

- Silica, Asbestos, lead, coal, nuisance dust (total and respirable), diesel exhaust fumes, Indoor Air Quality surveys, welding fumes, metal fumes, other commodities during shunting activities.

Biological Hazards:

- Legionella, bacteria's, fungi's

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

Payment for work performed will be on an actual basis for daily rates as tendered.

4 GENERAL INFORMATION

- 4.1 The [Service Provider\(s\)](#) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 4.2 The [Service Provider\(s\)](#) must provide the information requested and comply with the requirements stated in this RFP.

5 EXCHANGE AND REMITTANCE

The attention of the Respondents is directed to clause 8 [*Exchange and Remittance*] of the General Bid Conditions appended hereto. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder, *only if Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or [Service Provider](#), which is not a registered South African Company.*

- 5.1 ZAR 1.00 [South African currency] being equal to _____ [*foreign currency*]
- 5.2 _____ % in relation to tendered price(s) to be remitted overseas by Transnet
- 5.3 _____ [*Name of country to which payment is to be made*]
- 5.4 Beneficiary details:

Name *[Account holder]* _____
 Bank *[Name and branch code]* _____
 Swift code _____
 Country _____

5.5 _____ *[Applicable base date of Exchange Rate used]*

EXPORT CREDIT AGENCY SUPPORTED FINANCE:

In order to finance its payment obligations under a future contract where foreign transactions are involved, Transnet would consider raising debt financing [an "ECA Facility"] from one or more banks and financial institutions, with the benefit of export credit agency [ECA] credit support to be provided by an Export Credit Agency.

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide (and/or cause the Parent to provide, as applicable) to Transnet and the banks and financial institutions that may participate in the ECA Facility all such assistance as an importer of services, which are eligible for ECA credit supported finance by an Export Credit Agency, is generally required to provide for the purposes of obtaining ECA support;
- b) not to do or (as [Service Provider](#) of the relevant eligible [Services](#)) omit to do anything, which may adversely affect Transnet’s prospects of qualifying for or, once obtained, maintaining ECA credit support by an Export Credit Agency in respect of an ECA Facility.

All cost, expenses, charges and liabilities incurred by Transnet in establishing an ECA Facility with credit support from an Export Credit Agency, would be for the account of Transnet.

6 SERVICE LEVELS

- 6.1 An experienced national account representative(s) is required to work with Transnet’s sourcing/procurement department. [No sales representatives are needed for individual department/locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 6.2 Transnet will have quarterly reviews with the [Service Provider](#)’s account representative on an on-going basis.
- 6.3 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.
- 6.4 [The Service Provider](#) must provide a telephone number for customer service calls.
- 6.5 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](#).

Acceptance of Service Levels:

YES	
------------	--

NO	
-----------	--

7 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:

7.1 Quality of [Services provided](#):

7.2 Continuity of [Services](#) [refer clause [6.9](#) of Form ST&C]:

7.3 Compliance with the Occupational Health and Safety Act, 85 of 1993 [refer clause [8.1\(f\)](#) of Form ST&C]:

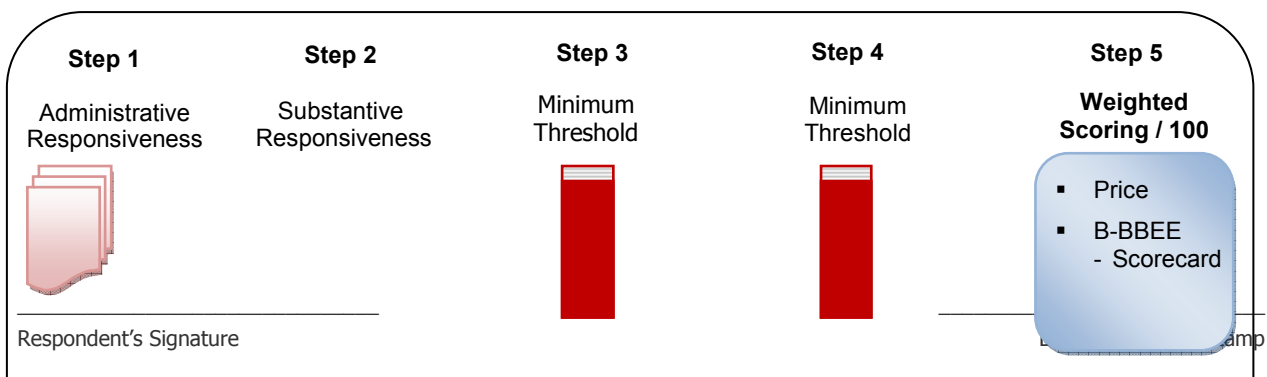
8 REFERENCES

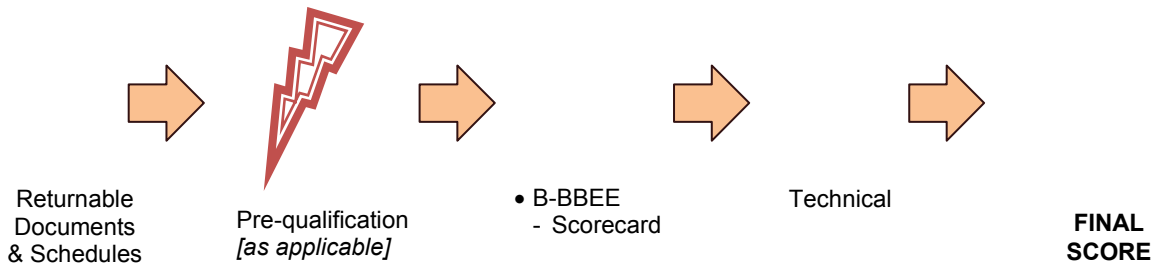
Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

9 EVALUATION METHODOLOGY AND CRITERIA

Transnet will utilise the following methodology and criteria in selecting a preferred [Service Provider](#), if so required:





9.1 STEP ONE – TEST FOR ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include the following:

The test for administrative responsiveness [Step One] must be passed for a Respondent’s proposal to progress to Step Two for further evaluation.

9.2 STEP TWO – TEST FOR SUBSTANTIVE RESPONSIVENESS TO RFP

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

The test for substantive responsiveness [Step Two] must be passed for a Respondent’s proposal to progress to Step Three for further evaluation.

9.3 STEP THREE – TEST MINIMUM THRESHOLD FOR B-BBEE SCORECARD, FURTHER RECOGNITION CRITERIA & SUPPLIER DEVELOPMENT INITIATIVES

a) B-BBEE Rating

(i) B-BBEE Scorecard:

EVALUATION CRITERION	RFP REFERENCE
<ul style="list-style-type: none"> Current status evaluated according the B-BBEE Accreditation scorecard 	Section 1, paragraph 5 & Preferential Points Claim Form

(ii) Further Recognition Criteria – compliance targets:

EVALUATION CRITERIA	RFP REFERENCE
<ul style="list-style-type: none"> Ownership 	Section
<ul style="list-style-type: none"> Management control 	Section
<ul style="list-style-type: none"> Employment equity 	Section
<ul style="list-style-type: none"> Enterprise Development 	Section
<ul style="list-style-type: none"> Preferential Procurement 	Section

b) Supplier Development Bid Document and SD Initiatives:

The test for meeting the B-BBEE and SD threshold [Step Three] must be passed for a Respondent’s proposal to progress to Step Four for further evaluation.

9.4 **STEP FOUR – TEST MINIMUM THRESHOLD FOR TECHNICAL CRITERIA**

The minimum threshold for Step Four evaluation criteria must be met or exceeded for a Respondent's proposal to progress to Step Five for final evaluation.

9.5 **STEP FIVE – FINAL WEIGHTED SCORING**

- a) **Price Criteria**
- b) **Broad-Based Black Economic Empowerment criteria**
 - **B-BBEE - current scorecard** [Refer paragraph 17.4(a)(i) above]
 - **Further Recognition Criteria – future targets** [Refer paragraph 17.4(a)(ii) above]
- c) **Supplier Development Bid Document** [Refer paragraph 17.4(b) above]

9.6 **SUMMARY OF EVALUATION THRESHOLD AND WEIGHTINGS**

EVALUATION CRITERIA	MINIMUM THRESHOLD [%]
B-BBEE	
Technical / functionality	

EVALUATION CRITERIA	FINAL WEIGHTED SCORES
Price	
B-BBEE - Scorecard	
-	
-	
TOTAL SCORE:	100

Note: Transnet reserves the right to conduct post-tender negotiations with the preferred Respondent(s)

FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION AUTHORITY FOR A PERIOD OF TWO YEARS.

Section 3 : PRICING AND DELIVERY SCHEDULE

Notes to Pricing:

- c) Prices quoted must be held valid for a period of 90 [\[ninety\]](#) days
- d) Currency rate of exchange utilised: RAND (ZAR)
- 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) [Respondents must submit their 3-year audited financial statements with their Proposal](#)

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FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION AUTHORITY 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 under style or title of *[trading 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 the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned [Services](#) at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ *[if any]* and the documents listed in the accompanying schedule of RFP documents.

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

- (i) Standard Terms and Conditions of Contract [Form ST&C – [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, 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 supply 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; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty [details to be negotiated] against us should the delivery of the [Services](#) be delayed due to non-performance by ourselves.

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 \[ninety\] 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 a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the [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 here whether Transnet may disclose their tendered prices and conditions to other Respondents:

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

PRICE REVIEW

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

RETURNABLE DOCUMENTS AND SCHEDULES

Respondents are required to submit the following returnable documents and schedules with their responses [see √]. All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent:

SECTION 1 : Notice to Bidders	√
- ANNEXURE A : B-BBEE Preference Points Claim Form	√
SECTION 2 : Background, Overview and Scope of Requirements	√
SECTION 3 : Pricing & Delivery Schedule	√
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 copy of Certificate of Incorporation [CM29/CM9 name change]	√
- Certified copy of share certificates [CK1/CK2 if CC]	√
- Entity's letterhead	√
- Original Tax Clearance Certificate	√
- Certified copy of VAT Registration Certificate	√
- Certified copy of Company Registration Certificate	√
- Valid B-BBEE Accreditation Certificate [Large Enterprises and QSEs]	√
- Annual financials signed off by an accounting officer [EMEs]	√

- Audited Financials for previous 3 years	✓
SECTION 6 : Signing Power - Resolution of Board of Directors	✓
SECTION 7 : Certificate of Acquaintance with RFP Documents	✓
SECTION 8 : General Bid Conditions – Services	✓
SECTION 9 : Standard Terms and Conditions of Contract	✓
SECTION 10 : RFP Declaration Form	✓
SECTION 11 : Breach of Law	✓
SECTION 12 : Bid Clarification Request Form	✓
SECTION 13 : Supplier Code of Conduct	✓
SECTION : Certificate of attendance of RFP Briefing	
SECTION : Specifications	✓
SECTION : Non-Disclosure Agreement	✓
SECTION : Further Recognition Criteria	
SECTION : Supplier Development Initiatives	
- Supplier Development Bid Document	
- Annexure C : Supplier Development Value Summary	

Failure to provide all the above-referenced returnable documents marked with a [✓] will result in a Respondent’s disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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 B-BBEE Accreditation 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 the Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

By signing the RFP documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof and Transnet SOC 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 _____ 2012

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

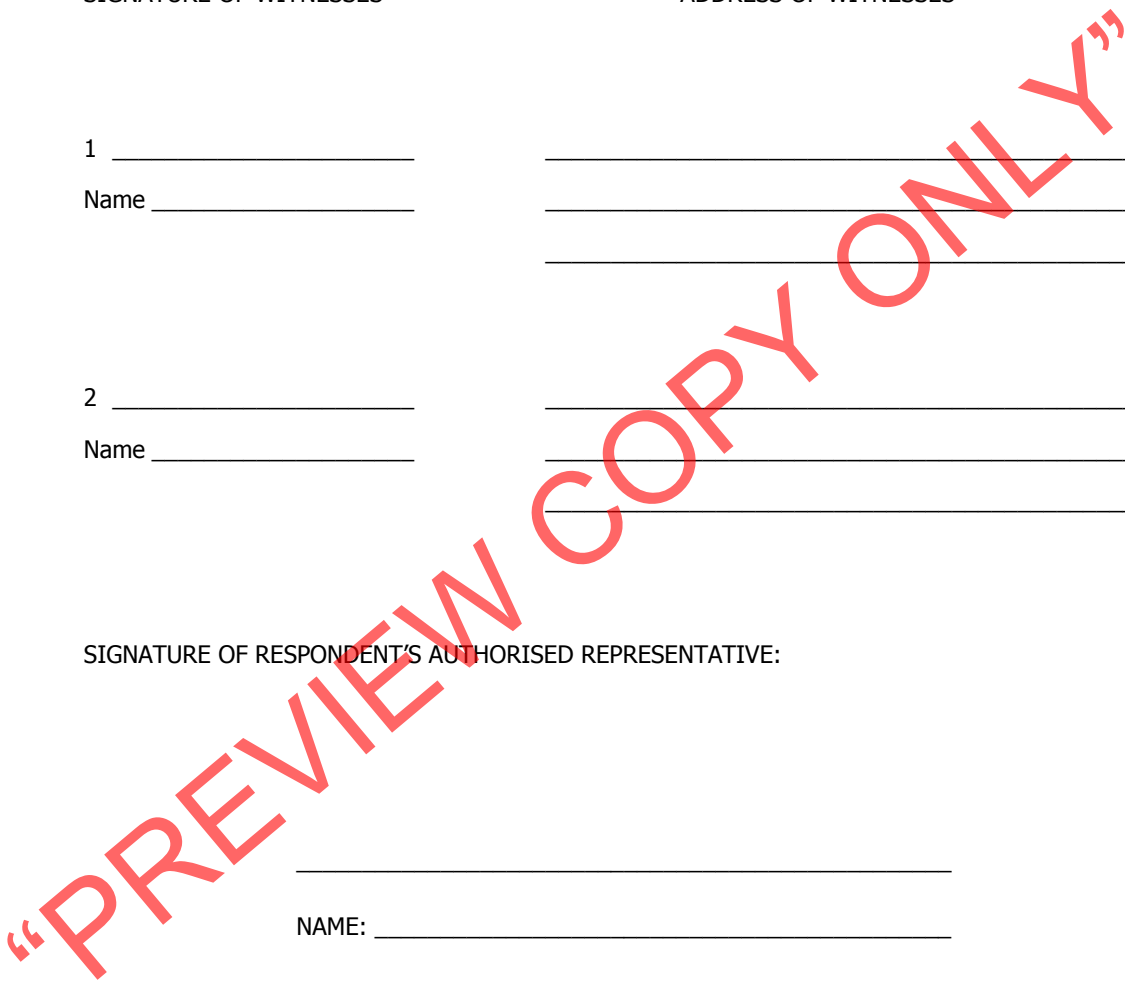
1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____



FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION AUTHORITY 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:

1. **Original** cancelled cheque **OR** letter from the Respondent’s bank verifying banking details [**with bank stamp**]
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the entity’s letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate and **certified copy** of VAT Registration Certificate
7. A signed letter from your auditor or accountant confirming most recent annual turnover figures

Note: No contract shall be awarded to any 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 [✓]	<input type="checkbox"/> CC	<input type="checkbox"/> Trust	<input type="checkbox"/> Pty Ltd	<input type="checkbox"/> Limited	<input type="checkbox"/> Partnership	<input type="checkbox"/> 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]						

Complete B-BBEE Ownership Details:

% Black ownership		% Black women ownership		% Disabled Black 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	

FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION AUTHORITY FOR A PERIOD OF TWO YEARS.

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 Proposals and/or Agreements for the supply of Services.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY



FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION AUTHORITY FOR A PERIOD OF TWO YEARS.

Section 7 : CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY:

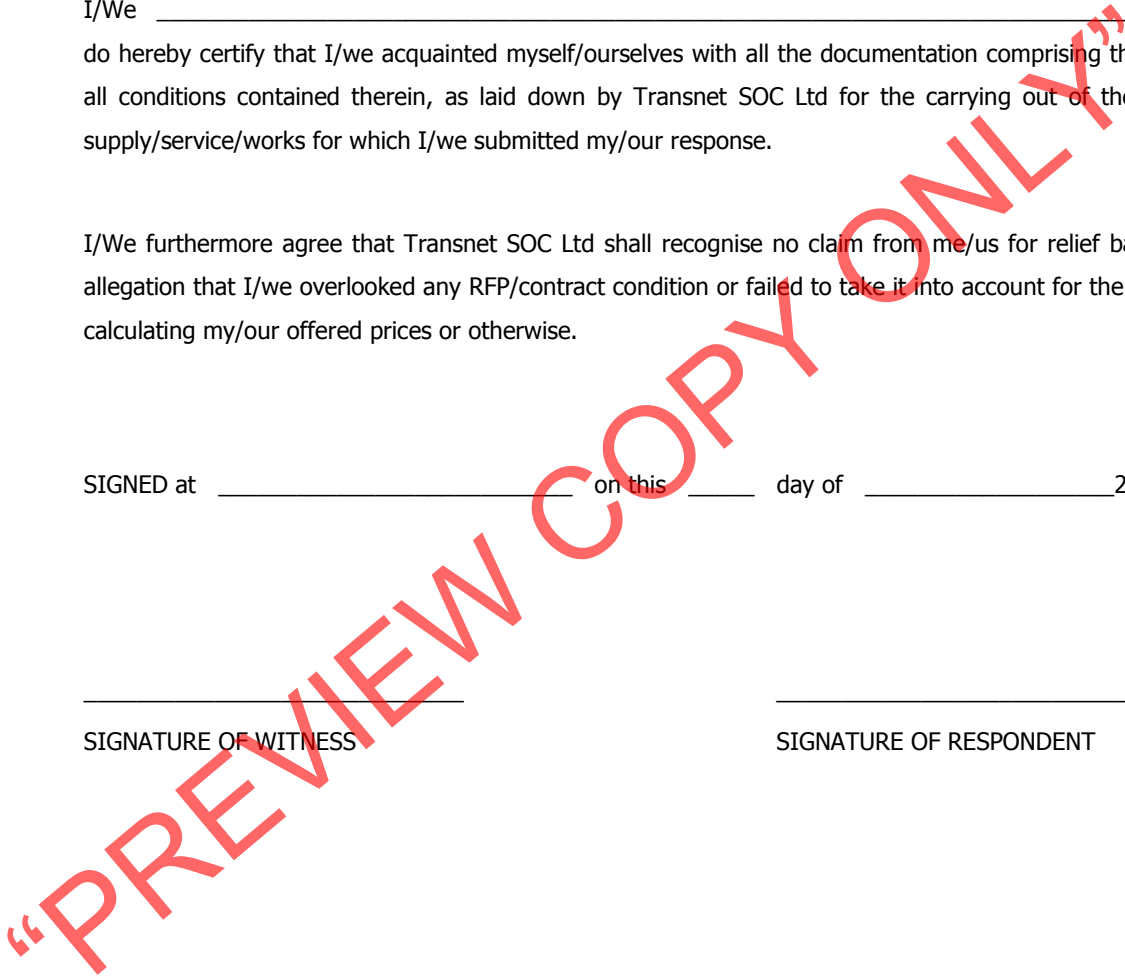
I/We _____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

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.

SIGNED at _____ on this _____ day of _____ 2012

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT



**FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION
AUTHORITY FOR A PERIOD OF TWO YEARS.**

Section 8 : GENERAL BID CONDITIONS - [SERVICES](#)

Refer General Bid Conditions [appended](#) hereto

“PREVIEW COPY ONLY”

**FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION
AUTHORITY FOR A PERIOD OF TWO YEARS.**

**Section 9 : STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES TO TRANSNET**

Refer Form ST&C appended hereto.

Respondents should note the obligations as set out in
clause 20 [*Terms and Conditions of Bid*]
of the General Bid Conditions [RFP Section 8] which reads as follows:

"The Service Provider shall adhere to the Standard Terms and Conditions of Contract as set out in Form ST&C – Services, a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer alternatives. 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."

FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION AUTHORITY FOR A PERIOD OF TWO YEARS.

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 bid 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.

If such a relationship exists, 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 may lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]

6. 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 of such circumstances.
7. 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. *[Refer "Important Notice to Respondents" overleaf].*
8. 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 _____ 2012

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

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 value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.**
- **It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website 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**
- **For transactions below the R5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.**
- **All Respondents should 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.**

FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION AUTHORITY FOR A PERIOD OF TWO YEARS.

Section 11: BREACH OF LAW

NAME OF ENTITY: _____

I/We _____

do hereby certify that *I/we **have/have not been*** 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

FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION AUTHORITY FOR A PERIOD OF TWO YEARS.

Section 12 : BID CLARIFICATION REQUEST FORM

RFP No: HOAC_HO_8790

RFP deadline for questions / bid clarifications: **Before 12:00 on 27th July 2012**

TO: Transnet SOC Ltd
 ATTENTION: The Secretariat, Transnet Freight Rail Acquisition Council [HOAC]
 EMAIL: Tarryn.Foster@transnet.net@transnet.net
Siphiwo.Nggeza@transnet.net
 DATE: _____
 FROM: _____

RFP Bid Clarification No *[to be inserted by Transnet]*

REQUEST FOR BID CLARIFICATION

Respondent's Signature

Date & Company Stamp

FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION AUTHORITY FOR A PERIOD OF TWO YEARS.

Section 13: SUPPLIER CODE OF CONDUCT

Transnet aims to achieve the best value for money when buying or selling goods and/or 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:

- The Transnet Procurement Procedures Manual [**PPM**];
- 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 [**B-BBEE**]; and
- The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFP to formally apprise prospective 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 Company [SOC], 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.

1. Transnet will not participate in corrupt practices and therefore 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, to:
 - illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - 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" Hot line to report these acts [0800 003 056].

2. *Transnet is firmly committed to the ideas of free and competitive enterprise.*

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

3. *Transnet's relationship with Suppliers requires us to clearly define requirements, 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 [e.g. origin of manufacture, specifications, intellectual property rights];
 - collusion;
 - failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
 - 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 is 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.

Conflicts 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.

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

FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION AUTHORITY FOR A PERIOD OF TWO YEARS.

Section 14:

CERTIFICATE OF ATTENDANCE AT THE NON-COMPULSORY RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

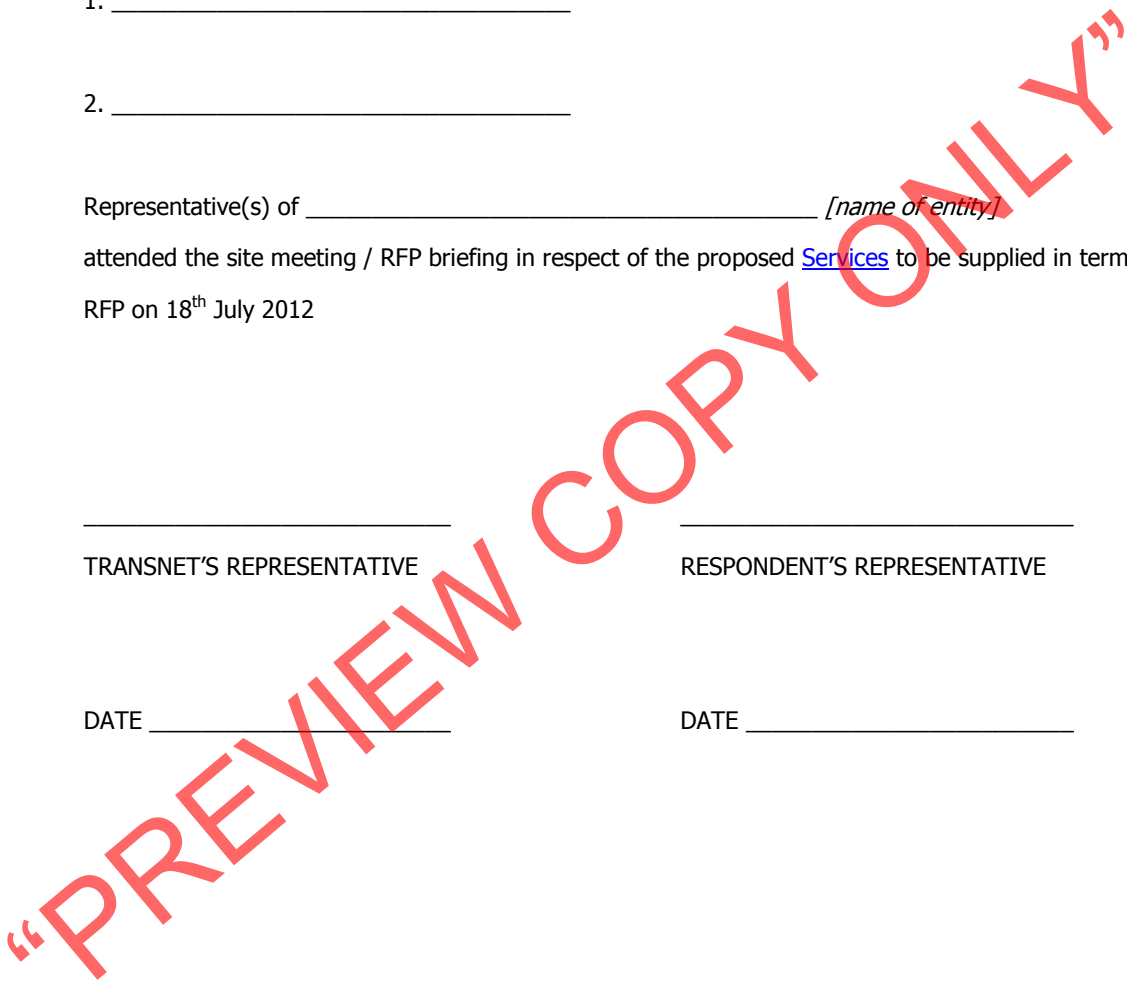
attended the site meeting / RFP briefing in respect of the proposed Services to be supplied in terms of this RFP on 18th July 2012

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____



**FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION
AUTHORITY FOR A PERIOD OF TWO YEARS.**

Section 15: NON-DISCLOSURE AGREEMENT [NDA]

Complete and sign the Non-Disclosure Agreement [appended](#) hereto

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**FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION
AUTHORITY FOR A PERIOD OF TWO YEARS.**

Section 16: FURTHER RECOGNITION CRITERIA [FRC]

Transnet encourages its suppliers 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 Section 1, paragraph 5.1, in addition to such scoring, a further 10% [ten per cent] will be allocated to Respondents score based on the following "Further Recognition Criteria" on an ascending scale. This will be calculated based on the extent to which the Respondent commits to meet and/or exceed the minimum compliance targets with its proposed target score to be achieved during the contract period.

Respondents are to insert their Further Recognition Criteria current and target % scores in the table below. This will indicate how you would intend to improve your rating over the contract period:

Further Recognition Criteria				
Ownership Indicator	Required Responses	Compliance Target	Current Scores (%)	RFP Target Scores (%)
A Ownership :				
1. The percentage of the business owned by Black ¹ persons.	<i>Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation will be increased over the contract period.</i>	Points will be allocated for any score >50% to 100%, on a sliding scale		
2. The percentage of your business owned by Black women.	<i>Provide a commitment based on the extent to which ownership in the hands of black women as a percentage of total ownership of the organisation will be increased over the contract period.</i>	Points will be allocated for any score >30% to 100%, on a sliding scale		
Management Control Indicator	Required Responses	Compliance Target	Current Scores (%)	RFP Target Scores (%)
B Board Participation :				
1. The percentage of Black Board members in relation to the total number of Board members.	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, will increase over the contract period.</i>	Points will be allocated for any score >50% to 100%, on a sliding scale		
C Management :				
1. The percentage of Black Senior Top Management involved in day to day management of the organisation, in relation to the total Top Management cadre.	<i>Provide the percentage of Blacks that will be appointed by the Board and will be operationally involved in the day to day Top management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over</i>	Points will be allocated for any score >40% to 100%, on a sliding scale		

¹ "**Black**" means South African Blacks , Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

	<i>the contract period.</i>			
2. The percentage of Black Middle Management involved in day to day management of the organisation, in relation to the total Middle Management cadre.	<i>Provide the percentage of Blacks that will be appointed by the organisation in the middle management cadre and will be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>	Points will be allocated for any score >63% to 100%, on a sliding scale		
3. The percentage of Black Junior Management involved in day to day management of the organisation, in relation to the total Junior Management cadre.	<i>Provide the percentage of Blacks that will be appointed by the organisation in the junior management cadre and will be operationally involved in the day to day running of the business, with individual responsibility for a particular area within the business and actively involved in a supervisory role with regards to the day to day management of the organisation, over the contract period.</i>	Points will be allocated for any score >68% to 100%, on a sliding scale		
Employment Equity Indicator	Required Responses	Compliance Target	Current Scores (%)	RFP Target Scores (%)
D. Employment Equity :				
1. The percentage of Black disabled employees in relation to the total number of employees in the organisation.	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, will increase over the contract period.</i>	Points will be allocated for any score >2% to 10%, on a sliding scale		
2. The percentage of Black employees as a percentage of the total workforce i.e. of all employees in the organisation.	<i>Provide a commitment based on the extent to which the number of Black employees will increase as a percentage of the organisation's total workforce, over the contract period.</i>	Points will be allocated for any score >65% to 100%, on a sliding scale		
3. The percentage of Black women employees as a percentage of the total workforce.	<i>Provide a commitment based on the increase in the number of Black women employees as a percentage of the organisation's total workforce, over the contract period.</i>	Points will be allocated for any score >40% to 100%, on a sliding scale		
Enterprise Development Indicator	Required Responses	Compliance Target	Current Scores (%)	RFP Target Scores (%)
E. Enterprise Development :				
1. The organisation's annual spend on Enterprise Development as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the increase in your organisation's annual spend on Enterprise Development initiatives as a percentage of its Net Profit after Tax, over the contract period.</i>	Points will be allocated for any score >3% of NPAT, on a sliding scale		

Preferential Procurement Indicator	Required Responses	Compliance Target	Current Scores (%)	RFP Target Scores (%)
F. Preferential Procurement:				
1. B-BBEE procurement spend from all Service Providers based on the B-BBEE procurement recognition level as a percentage of total measured procurement spend	<i>Provide a commitment based on the extent to which B-BBEE spend will increase over the contract period.</i>	Score will be allocated for any score >50% to 100%, on a sliding scale		

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FOR THE APPOINTMENT OF AN APPROVED OCCUPATIONAL HYGIENE INSPECTION AUTHORITY FOR A PERIOD OF TWO YEARS.

Section 17: SUPPLIER DEVELOPMENT INITIATIVES

1.1 Aim and Objectives

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and an 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] developed in 2010 aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa. Transnet fully endorses and supports Government's New Growth Path policy.

The key focuses of the NGP include:

- increasing employment intensity of the economy
- addressing competitiveness
- balancing spatial development of rural areas and poorer provinces
- reducing the carbon intensity of the economy
- creating opportunities in improving regional and global cooperation
- enabling transformation that benefits a wider range of social actors in society e.g. workers, rural communities, youth and women

Transnet, as a State Owned Company [SOC], plays an important role to ensure these objectives are achieved. Therefore, the purchasing of goods and/or services needs to be aligned to Government's objectives for developing and transforming the local supply base. Transnet's mission is to transform its supplier base by engaging in targeted supplier development initiatives to support localisation and industrialisation whilst providing meaningful opportunities for Black² South Africans with a particular emphasis on:

- Youth [16 to 35 year olds]
- Black women
- People with disabilities
- Small businesses
- Rural integration

1.2 Supplier Development [SD]

To facilitate the implementation of Supplier Development initiatives, Transnet has adapted an existing framework from the Department of Public Enterprises [DPE]. This framework allows for a basic set of principles to be applied to appropriately targeted SD initiatives. Supplier development initiatives aim to build local suppliers who are competitive through building capability and capacity. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity Supplier Development Classification Matrix [IC³ Matrix]. Currently there are four quadrants of SD initiatives which Transnet considers according to the

² "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

IC³ Matrix. This RFP has been identified as **strategic**, involving high commercial leverage and high value. Transnet’s expectation is that a minimum SD target of [REDACTED] % [REDACTED] per cent] of the Respondent’s tendered value is offered as part of its SD initiatives to be submitted [the SD Bid Document].

Accordingly, Transnet requests all Respondents to submit a **Supplier Development Bid Document** demonstrating their commitment and support for the New Growth Path Policy and how an appointment in terms of this RFP would assist in achieving the NGP objectives.

- b) For a detailed understanding of the IC³ Matrix, the respective SD initiatives and their objectives, please refer to the “Guidelines for the Completion of a Supplier Development Bid Document” appended hereto as Annexure B.
- c) The following Supplier Development [SD] focus areas have been identified and are included in the prescribed evaluation criteria, namely:

Category	Description
Capability and Capacity Building in South Africa	Industrial capability building that focuses on value-added activities of the South African industry through manufacturing or service-related activities
Transfer of Technology and Intellectual Property Rights [IPR]	Transfer technology, IPR and methodology to small businesses
New Skills development	Skills transfer & skills education which will occur as a result of the award of contract
Job Creation/Preservation	Number of jobs created or preserved resulting from the award of contract
Small Business Promotion	Encouragement for growth and the expansion of emerging local firms, through procurement and support mechanisms
Rural Integration and Regional Development	Incorporation of the use of rural labour and regional businesses which will contribute to NGP objectives

Green economy / carbon footprint: The potential reduction of the economy’s carbon intensity [i.e. creation of a greener economy] should be regarded as a key priority within all the above SD Categories and for all proposed SD initiatives

- d) The **Supplier Development Bid Document** is to be submitted as a separate document, developed in line with the criteria set out in Annexure C [Supplier Development Value Summary] appended hereto. The Supplier Development Bid Document is a detailed narrative document explaining the Respondent’s Bid value as summarised in Appendix C. There is no prescribed format for this document. This SD Bid Document will represent a binding commitment on the part of the successful Respondent. The SD Bid Document should outline the type of activities you intend to embark upon should you be awarded the contract. This Bid Document should also provide an overview of what you intend to achieve, when, and the mechanisms whereby you will achieve those objectives.

Annexure C must also be completed, indicating by cross-reference the detailed areas which have been addressed in your SD Bid Document for each of the evaluation criteria listed in paragraph 1.2 (c) above, together with the Value Indicators therefor.

Notes for completion of SD Bid Document:

- (i) Respondents are urged to pay careful attention to the compilation of the SD Bid Document [including Annexure C] since this will form an essential component of the evaluation of your Proposal.
- (ii) Respondents are required to address each of the aspects under the detailed SD Description as a minimum for submission. This is not an exhaustive list however, and Respondents must not be limited to these choices when compiling each section.
- (iii) Please provide detailed calculations to illustrate how your estimated Rand values provided in Annexure C have been derived.
- (iv) Respondents are required to provide an electronic copy [CD] of the completed Annexure C as part of the SD Bid Document submission.

1.3 Additional contractual requirements

Should a contract be awarded through this RFP process, the successful Respondent(s) [hereinafter referred to as **the Service Provider**] will be contractually committed, *inter alia*, to the following conditions:

- a) The **Service Provider** will be required to submit a Supplier Development Plan within 45 [forty-five] days from the signature date of a Letter of Intent [**LOI**]. This SD Plan represents additional detail in relation to the SD Bid Document providing an explicit breakdown of the nature, extent, timelines and monetary value of the SD commitments which the **Service Provider** proposes to undertake and deliver during the term of the contract. Specific milestones, timelines and targets will be recorded to ensure that the SD Plan is in line with Transnet's SD objectives and that implementation thereof is completed within the term of the contract.
- b) The SD Plan may require certain additions or updates to the initial SD Bid Document in order to ensure that Transnet is satisfied that development objectives will be met.
- c) The **Service Provider** will need to ensure that the relevant mechanisms and procedures are in place to allow for access to information to measure and verify the **Service Provider**'s compliance with its stated SD commitments.
- d) The **Service Provider** will be required to provide:
 - (i) monthly status updates to Transnet for each SD initiative. [Detailed requirements will be provided by Transnet];
 - (ii) quarterly status reports for Transnet and the DPE. [Detailed reporting requirements will be provided by Transnet]; and
 - (iii) a final Supplier Development report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all SD components plus auditable confirmation of the Rand value contribution associated with each such SD commitment.
- e) All information provided by the **Service Provider** in order to measure its progress against its stated targets will be auditable.
- f) The **Service Provider** will be required to submit this SD Plan to Transnet in writing, within 45 [forty-five] days after signature of a Letter of Intent [**LOI**], where after both parties must reach an agreement [signed by both parties] within 20 [twenty] days. Transnet will reserve the right to reduce or increase

the number of days in which the [Service Provider](#) must submit its SD Plan if it is deemed reasonable, based on the degree of complexity of the SD initiative.

- g) The contract will be conditional on agreement being reached by the parties on the SD Plan submitted by the [Service Provider](#). Therefore failure to submit or thereafter to agree to the SD Plan within the stipulated timelines will result in the non-award of such a contract or termination thereof.
- h) Failure to adhere to the milestones and targets defined in an SD Plan may result in the invocation of financial penalties, to be determined at Transnet's discretion, which shall equate to the monetary value of any such SD initiative which the [Service Provider](#) fails to deliver, as well as providing Transnet cause to terminate the contract in certain cases where material milestones are not being achieved.

1.4 **Supplier Development Documentation**

Your **SD Bid Document** [including Annexure C], to be submitted as part of your RFP Proposal, will represent a binding commitment on the part of the successful Respondent.

Attached herewith is the following documentation:

- **SD Guideline Document – Annexure B**

This document must be used as a guideline to complete the SD Bid Document.

- **SD Value Summary – Annexure C**

This template must be completed as part of the bid which will represent a binding financial commitment on the part of the successful Respondent.

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