



**Transnet Freight Rail**  
an Operating Division of  
**TRANSNET LIMITED**  
(Registration No. 1990/000900/06)  
**REQUEST FOR PROPOSAL (“RFP”)**

**RFP NUMBER: HOAC\_HOS\_7127**

**THE PROVISION OF A TOOL FOR ENTERPRISEWIDE IT PLANNING  
AND MANAGEMENT FOR A PERIOD OF TWO YEARS (24 MONTHS).**

**ISSUE DATE** : 07<sup>th</sup> February 2011  
**CLOSING DATE** : 01<sup>st</sup> March 2011  
**OPTION VALIDITY DATE** : 30<sup>th</sup> June 2011  
**CLOSING TIME** : 10H00

**NON COMPULSORY BRIEFING SESSION:**

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

**Time** : 11H00 To 13H00  
**Date** : 16<sup>th</sup> February 2011  
**Venue** : Bombela Boardroom  
Ground Floor  
Inyanda House 2  
13-15 Girton Road, Parktown  
**Town/City** : Johannesburg

**PLEASE NOTE THAT LATE RESPONSES AND THOSE DELIVERED OR POSTED  
TO THE INCORRECT ADDRESS WILL BE DISQUALIFIED.**

Respondent's Signature

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Date and Company Stamp



**RFP NUMBER: HOAC\_HOS\_7127**

**THE PROVISION OF A TOOL FOR ENTERPRISEWIDE IT PLANNING  
AND MANAGEMENT FOR A PERIOD OF TWO YEARS (24 MONTHS).**

**SCHEDULE OF DOCUMENTS**

**Section**

- 1. Notice to Bidders**
- 2. Proposal Form**
- 3. Resolution of Board of Directors (Respondent's Representative)**
- 4. Certificate of Acquaintance with RFP Documents**
- 5. Pricing and Delivery Schedule**
- 6. General Tender Conditions (CSS5 – Goods)**
- 7. Standard Terms and Conditions of Contract (US7 - Goods)**
- 8. Annexure A - Section 1 To 6 / Scope Of Requirements**
- 9. Attendance Certificate**
- 10. Non-Disclosure Agreement**
- 11. Supplier Code of Conduct**
- 12. Supplier Declaration**

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Respondent's Signature

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Date and Company Stamp



## SECTION 01

RFP NUMBER: HOAC\_HOS\_7127

### THE PROVISION OF A TOOL FOR ENTERPRISEWIDE IT PLANNING AND MANAGEMENT FOR A PERIOD OF TWO YEARS (24 MONTHS).

#### NOTICE TO BIDDERS

Proposals are requested from interested persons, companies, close corporations or enterprises (hereinafter referred to as the “**Respondent(s)**”) to supply the above-mentioned requirement(s) to Transnet.

On or after Monday 07<sup>th</sup> February 2011 the RFP documents may be inspected at, and are obtainable from the office of Transnet Freight Rail, Tender Advice centre Ground Floor, Inyanda No.1 Building, 21 Wellington Road, Parktown, Johannesburg. During office hours 8:00 to 15:00, and a non-refundable tender fee R250.00 is applicable per tender. Payment is to be made to Transnet Freight Rail Standard Bank Account No 203158598 Branch code 004805. The deposit slip must reflect the RFP No and the Company name. Receipt to be presented at collection of the tender document.

NOTE 1.1 This amount is not refundable.

For specific queries before the closing of the RFP, the following Transnet employee(s) may be contacted:

Name : Tarryn Foster  
Division : Supply Chain Services  
Email : [Tarryn.Foster@transnet.net](mailto:Tarryn.Foster@transnet.net)  
Tel : (011) 584-0602 / 083 458 1040

- Proposals **in Duplicate plus a CD copy** must reach the Chairperson, Transnet Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

Rfp No	:	HOAC_HOS_000007127
Description	:	The provision of a tool for enterprisewide IT planning and management to Transnet Freight Rail for a period of two years (24 Months).
Closing Date And Time	:	Tuesday 01 <sup>st</sup> March 2011 @ 10h00
Closing address (refer options paragraph 4 below)	:	

Respondent's Signature

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Date and Company Stamp



**4. DELIVERY INSTRUCTIONS FOR THIS RFP**

- 4.1 **If posted**, the envelope must be addressed to the Chairperson, Transnet 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 RFP. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at , Inyanda No 1, Ground Floor , 21 Wellington Road Parktown, and should be addressed as follows:

**THE CHAIRPERSON  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
GROUND FLOOR  
TENDER BOX  
Inyanda No 1  
21 Wellington Road  
Parktown**

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.**

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

**THE CHAIRPERSON  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
GROUND FLOOR  
21 WELLINGTON ROAD  
PARKTOWN**

- 5. Please note that this RFP closes punctually at 10:00 on Tuesday 01<sup>st</sup> March 2011.
- 6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
- 7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
- 8. The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.



10. 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.
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
- 12.

### **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 BBEE 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' BBEE credentials.

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

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

**13. 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, details of which are appended hereto at Annexure A.

**14. 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 this RFP between the closing date and the date of the award of the business.

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFP to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFP, communicate with the Secretary of the Transnet Acquisition Council, at telephone number 011 544-9486 or fax no. 011 774-9760 on any matter relating to its RFP response.

**15. RFP SCHEDULE**

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with Transnet representatives at a location to be agreed.

**16. INSTRUCTIONS FOR COMPLETING THE RFP**



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

**17. COMPLIANCE**

The successful Respondent (hereinafter referred to as the "Supplier") shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

**18. ADDITIONAL NOTES:**

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- **Respondents are to note that Proposals in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment**
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Proposal must be legally authorised by the Respondent to do so (Refer Section 4). 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.
- **All prices must be quoted in South African Rands**
- Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of manufacture (works) during this process.

**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.**

<b>FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS MAY RESULT IN A PROPOSAL BEING REJECTED</b>
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\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp





**19. 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:

- modify the RFP’s Goods 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 RFP’s closing date
- award only a portion of the proposed Goods which are reflected in the scope of this RFP
- 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 preparatory costs or other work performed in connection with this Proposal, whether or not the Respondent is awarded a contract.

**20. LEGAL REVIEW**

Any Proposal submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet’s Legal Counsel. Respondents to complete this section:

NAME OF RESPONDENT .....
PHYSICAL ADDRESS .....
.....

Respondent’s contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....



**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption  
on the part of Transnet's employees to  
TIP-OFFS ANONYMOUS : 0800 003 056**

“PREVIEW COPY ONLY”

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Respondent's Signature

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Date and Company Stamp



## SECTION 02

RFP NUMBER: HOAC\_HOS\_7127

### THE PROVISION OF A TOOL FOR ENTERPRISEWIDE IT PLANNING AND MANAGEMENT FOR A PERIOD OF TWO YEARS (24 MONTHS).

#### GENERAL INFORMATION

It is required that all Transnet operating divisions will be included in the scope of this Proposal.

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

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

#### 1. MANUFACTURERS

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

(i) LOCAL MANUFACTURER(S):

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

(ii) FOREIGN MANUFACTURER(S):

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

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



**2. SUPPLIERS**

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

(i) LOCAL MANUFACTURER(S):

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

(ii) FOREIGN MANUFACTURER(S):

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

**3. IMPORTED CONTENT**

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

RFP ITEM NO.	PORTION OF THE PRICE	COUNTRY REPRESENTING THE IMPORTED CONTENT
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.



**4. NATIONAL RAILWAY SAFETY REGULATOR ACT**

In compliance with the **National Railway Safety Regulator Act, 16 of 2002**, the successful Respondent (the “Supplier”) shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in Section 10 (*Specifications and Drawings*) of this RFP, and shall thereby adhere to railway safety requirements and/or regulations. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organization.

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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**5. SERVICE LEVELS**

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

**Accepted:**

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date and Company Stamp



<b>YES</b>	
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<b>NO</b>	
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**6. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD**

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

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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If “yes”, please specify.

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

.....

.....

.....

**7. RISK**

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

(i) quality and specification of Goods delivered:

.....

.....

.....

.....

\_\_\_\_\_  
 Respondent’s Signature

\_\_\_\_\_  
 Date and Company Stamp



(ii) continuity of supply (refer clause 10.1(c) of Form US7):

.....

.....

.....

(iii) Compliance with the Occupational Health and Safety Act, 85 of 1993 (refer clause 7.1(f) of Form US7)

.....

.....

.....

(iv) Compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 12 above)

.....

.....

.....

**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 number

\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date and Company Stamp



**9. EVALUATION CRITERIA**

Transnet will utilise the following criteria (not necessarily in this order) in choosing a Supplier, if so required:

- **Full Compliance to Specifications as mentioned in the scope of the work required**
- **Delivery period offered**
- Pricing - Whilst not the sole factor for consideration, competitive pricing and overall level of discounts will be critical in indicating how much you value Transnet's business.
- Compliance - Completeness of your responses and content of the Proposal will be considered
- Financial strength
- References in regard to previous performance records.
- Level of resource skills and technical background.
- Skills transfer capability to internal Transnet Freight Rail resources
- Fixed pricing for two years
- BBEE status of company and/or Social Obligations (CSDP)
- Additional value-added services

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### SECTION 03

RFP NUMBER: HOAC\_HOS\_7127

### THE PROVISION OF A TOOL FOR ENTERPRISEWIDE IT PLANNING AND MANAGEMENT FOR A PERIOD OF TWO YEARS (24 MONTHS).

#### PROPOSAL FORM

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

*(name of 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 Goods 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 No. US7 - Goods;
- (ii) General Tender Conditions, Form CSS5 – Goods; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Proposal form; and;-

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

\_\_\_\_\_  
Respondent's Signature

17

\_\_\_\_\_  
Date and Company Stamp



Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Proposal (and, if any, its covering letter and any subsequent exchange of correspondence) together with Transnet's letter of acceptance/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 Goods within 4 (four) weeks, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of .....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 Goods be delayed due to non-performance by us.

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTIFICATION OF AWARD OF RFP**

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

**VALIDITY PERIOD**

Transnet desires a validity period of 3 (three) months (from closing date) against this RFP. It should be noted that Respondents may offer an earlier validity period, but that their Proposals may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFP is valid until \_\_\_\_\_ (State alternative validity period/date).

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



**TAX (VAT) REGISTRATION NUMBER**

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

\_\_\_\_\_

**TAX CLEARANCE CERTIFICATE**

Respondents are required to forward a valid copy of their company’s Tax Clearance Certificate with their Proposal.

Indicate tax clearance certificate expiry date: \_\_\_\_\_

**BANKING DETAILS**

BANK: \_\_\_\_\_

BRANCH NAME / CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

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

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

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

**REGISTRATION CERTIFICATE**

Respondents must submit a certified copy of their company’s Registration Certificate with their Proposal.

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date and Company Stamp



**NAME AND ADDRESS OF ACCREDITED AGENT**

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Goods.

Name	.....
Address	.....
	.....

**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 Goods, which is either directly or indirectly related to Transnet's business, written approval to divulge such information will have to 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	
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**DECLARATION**

Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the Transnet Group:

YES		NO	
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If YES, please indicate below:

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

ADDRESS

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Indicate nature of relationship (if any):

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Respondent's Signature

Date and Company Stamp



*(Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from future business with Transnet)*

**PRICE REVIEW**

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

**RETURNABLE DOCUMENTS**

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

<b>Notice to Bidders – Section 1</b>	√
<b>Background overview – Section 2</b>	√
<b>Proposal Form – Section 3</b>	√
<b>Resolution of Board of Directors (Respondent’s Representative) – Section 4</b>	√
<b>Certificate of Acquaintance with RFP Documents – Section 5</b>	√
<b>Pricing &amp; Delivery Schedule – Section 6</b>	√
<b>General Tender Conditions, Form CSS5 – Section 7</b>	√
<b>Conditions of Contract, Form US7 – Section 8</b>	√
<b>Audited Financials for previous year</b>	√
<b>Valid Tax Clearance Certificate</b>	√
<b>VAT Registration Certificate</b>	√
<b>BBBEE Accreditation Certificate</b>	√
<b>Certificate of attendance of RFP Briefing – Section 9</b>	√
<b>Non-Disclosure Agreement – Section 11</b>	√
<b>Annexure A – Social Obligations (CSDP)</b>	√

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

Respondent’s Signature

Date and Company Stamp



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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1 \_\_\_\_\_ 1 \_\_\_\_\_

2 \_\_\_\_\_ 2 \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp

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**SECTION 04**

**RFP NUMBER: HOAC\_HOS\_7127**

**THE PROVISION OF A TOOL FOR ENTERPRISEWIDE IT PLANNING AND MANAGEMENT FOR A PERIOD OF TWO YEARS (24 MONTHS).**

**SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS**

NAME OF COMPANY: \_\_\_\_\_

It was resolved at a meeting of the Board of Directors held on \_\_\_\_\_ that

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

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

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

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



## SECTION 05

RFP NUMBER: HOAC\_HOS\_7127

**THE PROVISION OF A TOOL FOR ENTERPRISEWIDE IT PLANNING AND MANAGEMENT FOR A PERIOD OF TWO YEARS (24 MONTHS).**

### PRICING & DELIVERY SCHEDULE

#### PRICING

The total proposal must include:

R \_\_\_\_\_

**Total Price For Two Years  
Broken down into the cost for all elements adding  
up to the total project/solution cost.**

\_\_\_\_\_  
Respondent's Signature

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\_\_\_\_\_  
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## SECTION 06

RFP NUMBER: HOAC\_HOS\_7127

**THE PROVISION OF A TOOL FOR ENTERPRISEWIDE IT PLANNING  
AND MANAGEMENT FOR A PERIOD OF TWO YEARS (24 MONTHS).**

**GENERAL TENDER CONDITIONS -SERVICES**

Refer Form CSS5 attached hereto

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## SECTION 07

RFP NUMBER: HOAC\_HOS\_7127

**THE PROVISION OF A TOOL FOR ENTERPRISEWIDE IT PLANNING AND MANAGEMENT FOR A PERIOD OF TWO YEARS (24 MONTHS).**

### **STANDARD TERMS AND CONDITIONS OF CONTRACT**

### **FOR THE SUPPLY OF GOODS TO TRANSNET**

Refer Form US7 attached hereto.

**Respondents should note the obligations as set out in Clause 24 of the General Tender Conditions (Section 7) which reads as follows:**

*"The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 – Goods, a copy of which is attached hereto.*

*Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents, except penalties for late deliveries, the exclusion of which may disqualify the RFP, save where indicated otherwise by Transnet."*

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TRANSNET



delivering on our commitment to you

freight rail

## SECTION 08

RFP NUMBER: HOAC\_HOS\_7127

THE PROVISION OF A TOOL FOR ENTERPRISEWIDE IT PLANNING  
AND MANAGEMENT FOR A PERIOD OF TWO YEARS (24 MONTHS).

### SCOPE OF WORK

## ANNEXURE A

PROVISION OF A TOOL FOR ENTERPRISEWIDE IT PLANNING  
AND MANAGEMENT SOLUTION QUESTIONS

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## SECTION 1

### TECHNICAL ENVIRONMENT

#### Technical & General!

1. What hardware/software configuration is required to run your product?
2. Is the security of the intended solution role based security?
3. Are there clear audit trails available in the system?
4. Can the solution integrate to SOA standards?
5. Is the proposed solution user friendly? Is it a GUI based solution with ease of navigation etc?
6. Is the front-end web-based? What runtime does it require plug-ins, etc?
7. Does the tool integrate into AD, SAP Portal for user authentication?
8. Annual Licence fees? Per Seat, User based, CPU based?
9. Integration capabilities with other products - Specify?
10. How is data take-on done?
11. What other 3rd party software is required to make the product work?
12. How will the software solution be supported?
13. What types of on-site (local) services are included in the purchase?
14. Are there any dependencies on platform that could affect the project (eg: Websphere 7)?
15. Installation of software on machines - software should be made available!
16. How can any metadata your product stores be accessed using SQL or SQL-dependent mechanisms?
17. What database or file system does your repository use?
18. How and where do you store metadata?
19. Adherence to TFR working hours!



## SECTION 2

### GENERAL CONCEPTS

#### 1. META MODEL

- a. Does the system provide a market proven semantic model?
- b. Is the meta-model customizable allowing the creation of additional classes, attributes and relationships?
- c. How is customization performed? Does it need custom coding?
- d. If custom coding is performed for customization, how is upgrade compatibility ensured?
- e. Does the solution ship with out-of-the-box Reports for all relevant Aspects of the Enterprise Architecture?
- f. If the meta-model is customized are the reports automatically updated even if the reports are generated with third-party BI-tools?
- g. Does the solution support standard and customized architecture frameworks?

#### 2. TRANSPARENCY

- a. Which layers and which objects of the architecture are covered by the system?
- b. Does the solution support the documentation of artefacts allowing the attachment of files to an object?
- c. How does the solution provide transparency over the architecture?

#### 3. COLLABORATION

- a. Does the solution provide workflow support for approval and escalation procedures?
- b. Does the solution automatically inform stakeholders about relevant Events of Architecture Elements (Time related, Event triggered, transaction triggered)?
- c. How does the solution support collaborative work?
- d. Does the solution support role-specific access rights with different levels of granularity?



- e. Do role-specific access rights implement processes via configurable wizards to enable key stakeholders input?
- f. Can the system send out notifications to users?

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#### 4. DATA ACCURACY

- a. Does the solution support wizard-based forms for capturing and maintaining architecture elements?
- b. How is consistency maintained within and across the architecture layers?
- c. Are escalation rules available for tracking workflows and assignments?
- d. Is the repository central or distributed? What are the mechanisms provided to insure integrity in a distributed repository environment?
- e. Does the system support delta analysis at all levels?
- f. Are there syntax checks through the given data?
- g. Are there semantic checks through the given data?
- h. Can new consistency checks be defined?

#### 5. Risk and Compliance Management

- a. Can the solution organize risk assessments?
- b. Does the solution define risk and risk mitigation strategies?
- c. Does the solution enable the analysis of risk?
- d. Does the solution enable the digitization of a compliance assessment practice?
- e. Does the solution enable an assessment practice through oversight mechanisms delivering timely reminders to participants?



## SECTION 3

### COSTS MANAGEMENT

1. Does the solution provide capture and processing of cost information for Applications, Components and Standard Platforms?
2. Can the solution capture and process cost information supported for different and successive years?
3. Does the solution support Cost aggregation along different Hierarchies (e.g. Processes, Organization, Functionality, Infrastructure)
4. Does the solution support capturing different Cost Types and have different ion between Capex and Opex (also Aggregation along the Cost types/ Capex Opex over different Years)
5. Can I see how my IT budget is being spent?
6. Can I see which capabilities are driving IT costs?
7. Does the solution help analyzing the alignment of investments to the strategy?
8. Does the solution provide a concept of interconnectivity with Financial systems?

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## SECTION 4

### 1. REQUIREMENT MANAGEMENT

- a. What information is used to profile a Requirement?
- b. Does the product relate Requirements to the affected architecture?
- c. How are requirements converted into project(s)?
- d. Does the product provide capabilities to analyze strategy conformity of requirements?
- e. How are requirements prioritized?
- f. Can I see what the status of my requirements is?
- g. Can I see redundancies, synergies or contradictions of requirements by the architecture artefacts affected?
- h. Can I see which requirements should be bundled in one project?
- i. Can I see what the resulting projects are?
- j. Can I monitor the Status of my Requirements along the timeline?
- k. Does the system provide project planning capabilities?
- l. What project management capabilities does the system offer?
- m. Can I see how my programs are processing?
- n. Can I see which programs have the highest priority?
- o. Can I see how projects are impacting which domains and applications and other Architecture Elements?
- p. Can I see if I have the right skills to support the programs?
- q. Can I see which project proposals have been received?
- r. Can I see what costs are calculated with the project proposals?
- s. Can I see what the expected ROI of which project proposal is?
- t. Can I see which artefacts are modified/created/retired by which project proposal?
- u. Can I see which processes and organizational units are affected?
- v. Can I see which project proposal has to be accomplished in any case?
- w. Can I see which dependencies exist among projects?
- x. Can I see what happens if a particular project is delayed? Which schedules have to be adapted and how?



## 2. SCENARIO PLANNING

- a. Does the product support different architecture scenarios for project planning?
- b. Can I compare the impact of different project scenarios? (e.g. architectural impact, financial impact)
- c. Does the product support consistency checks of scenarios?

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## SECTION 5

### 1. Strategies and Goals Management

- a. Can I see which strategy leads to which goals?
- b. Can I see which projects support which goals?
- c. Can I see which requirements are related to which goals?
- d. Can I see the architecture elements impacted by a certain strategy?

### 2. ROADMAPPING

- a. What capabilities does the product provide for road mapping?
- b. Can I see what the application landscape is going to look like at any given point in time?
- c. Can I see what the target landscape will look like?
- d. Can I see what the differences are between the as-is landscape and the to-be landscape?
- e. Can I see what the differences are between the as-is landscape, to-be landscape and the strategy?
- f. Are the Product Issues of a concern indicated automatically?
- g. Can I see what projects have to be initiated in order to change from the planned landscape to the target landscape (according to current plan)?
- h. Can I see what planning scenarios can be envisioned and what they look like?
- i. Can the solution create application support overviews from different perspectives and filtered by time period and other aspects?
- j. Can the solution create process support and other roadmaps specifically for business leaders?
- k. Can strategic and tactical plans be compared to the As-Is operational landscape?



## SECTION 6

### 1. PORTFOLIO MANAGEMENT

- a. Can I see how healthy the application landscape is?
- b. Does the solution provide support for metrics?
- c. Does the solution provide portfolio analysis?
- d. Does the solution support automatic calculation of KPIs from the architecture?

### 2. LIFECYCLE MANAGEMENT

- a. Does the system support lifecycle and variance management of IT assets related in real time?
- b. Does the system support a lifecycle for all relevant architecture objects?

### 3. BUSINESS ARCHITECTURE

- a. Can I define and analyze the business support of the application portfolio?
- b. Can I define and analyze the functional decomposition of the application portfolio?

### 4. INFORMATION ARCHITECTURE

- a. Can I see which business objects are created, modified or deleted by which application during the execution of which business process?
- b. Can I see and analyze information flows between applications?

### 5. TECHNICAL ARCHITECTURE

- a. Does the solution support the software and hardware specification of enterprise IT standards, if so explain?
- b. How is standards compliancy controlled and enforced (e.g. Do my applications and components conform to my technology standards?)
- c. Which application uses which technical components? Are these components standard or not?
- d. Can standard platforms be defined and enforced?



- e. Can I see a technical roadmap and analyze the impact to the application portfolio?

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**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 09**

**RFP NUMBER: HOAC\_HOS\_7127**

**THE PROVISION OF A TOOL FOR ENTERPRISEWIDE IT PLANNING AND MANAGEMENT FOR A PERIOD OF TWO YEARS (24 MONTHS).**

**NON COMPULSORY BRIEFING SESSION:**

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

Time : 11H00 To 13H00  
Date : 18<sup>th</sup> February 2011  
Venue : Bombela Boardroom  
Ground Floor  
Inyanda House 2  
13-15 Girton Road, Parktown  
Town/City : Johannesburg

**1 ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

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

.....

.....

TRANSNET'S REPRESENTATIVE

TENDERER'S REPRESENTATIVE

DATE:.....



**SECTION 10**

**RFP NUMBER: HOAC\_HOS\_7127**

**THE PROVISION OF A TOOL FOR ENTERPRISEWIDE IT PLANNING AND MANAGEMENT FOR A PERIOD OF TWO YEARS (24 MONTHS).**

**NON-DISCLOSURE AGREEMENT (“NDA”)**

**Complete and sign NDA attached hereto**

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Respondent's Signature

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## SECTION 11

RFP NUMBER: HOAC\_HOS\_7127

**THE PROVISION OF A TOOL FOR ENTERPRISEWIDE IT PLANNING  
AND MANAGEMENT FOR A PERIOD OF TWO YEARS (24 MONTHS).**

**SUPPLIER CODE OF CONDUCT**

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delivering on our commitment to you

## Suppliers Code of Conduct

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## 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**



## SECTION 12

RFP NUMBER: HOAC\_HOS\_7127

### THE PROVISION OF A TOOL FOR ENTERPRISEWIDE IT PLANNING AND MANAGEMENT FOR A PERIOD OF TWO YEARS (24 MONTHS).

#### SUPPLIER DECLARATION

### 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).

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Respondent's Signature

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- 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]*

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Respondent's Signature

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Date and Company Stamp



## 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			

Respondent's Signature

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Date and Company Stamp



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

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

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

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

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

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

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

Yes		No	
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c) If your reply to (b) is "NO", please furnish	
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d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :
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**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	

<b>Tel No:</b>		<b>Fax</b>	
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<b>Section 2: To be completed by the BEE Department</b> (this section is for Confirmation/Determining of										
NARROW BASED (NB)				BROADBASED (BBBEE)						
BEE O/S	BWBE	DPBE	MR	CONTB. 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	

“PREVIEW COPY ONLY”

\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date and Company Stamp