

TRANSNET CORPORATE CENTRE

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [SERVICES]

FOR THE PROVISION OF SAFETY TRAINING PROGRAMMES ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THREE (3) YEARS TO ALL TRANSNET OPERATING DIVISIONS IN ALIGNMENT WITH, OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993, RAILWAY SAFETY ACT 30 OF 2024 (RSR), SOUTH AFRICAN MARITIME SAFETY AUTHORITY ACT 5 OF 1998 AND THE TRANSNET 10 POINTS SAFETY PLAN.

RFP NUMBER	TCC/2025/06/0001/98880/RFP
ISSUE DATE:	21 October 2025
BRIEFING SESSION:	29 October 2025
CLOSING DATE:	14 November 2025
CLOSING TIME:	16:00
BID VALIDITY PERIOD:	180 Business Days from Closing Date

SUBMISSION TO: Transnet e-tender submission portal – see SBD 1 for details

SCHEDULE OF BID DOCUMENTS

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ANNEXURE H LEARNER E-LEARNING FEES

Respondent's Signature

Date & Company Stamp

RFP FOR THE PROVISION OF SAFETY TRAINING PROGRAMMES ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THREE (3) YEARS TO ALL TRANSNET OPERATING DIVISIONS IN ALIGNMENT WITH, OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993, RAILWAY SAFETY ACT 30 OF 2024 (RSR), SOUTH AFRICAN MARITIME SAFETY AUTHORITY ACT 5 OF 1998 AND THE TRANSNET 10 POINTS SAFETY PLAN.

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET CORPORATE CENTRE, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TCC/2025/06/0001/98880/RFP	ISSUE DATE:	21 October 2025	CLOSING DATE:	14 November 2025	CLOSING TIME:	16:00
DESCRIPTION	THE PROVISION OF SAFETY TRAINING PROGRAMMES ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THREE (3) YEARS TO ALL TRANSNET OPERATING DIVISIONS IN ALIGNMENT WITH, OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993, RAILWAY SAFETY ACT 30 OF 2024 (RSR), SOUTH AFRICAN MARITIME SAFETY AUTHORITY ACT 5 OF 1998 AND THE TRANSNET 10 POINTS SAFETY PLAN.						
BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS							
(please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:							
CONTACT PERSON	Mpho Mohapi						
TELEPHONE NUMBER	0716093576						
E-MAIL ADDRESS	Mpho.Mohapi@transnet.net						
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.							
	TCP PIN		OR	CSD NO			
SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No		OR	BEEE STATUS LEVEL SWORN AFFIDAVIT			
If Yes, Who was the Certificate issued by?							
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)					
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)					
	☐	A REGISTERED AUDITOR					

Respondent's Signature

Date & Company Stamp

		NAME:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]
Signature of the Bidder		Date:	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 1.6 WHERE NO TCS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 1.7 RESPONDENTS ARE REQUIRED TO SELF-REGISTER ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD) WHICH HAS BEEN ESTABLISHED TO CENTRALLY ADMINISTER SUPPLIER INFORMATION FOR ALL ORGANS OF STATE AND FACILITATE THE VERIFICATION OF CERTAIN KEY SUPPLIER INFORMATION. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT HTTPS://SECURE.CSD.GOV.ZA/.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

Respondent's Signature

Date & Company Stamp

DATE: _____

Respondent's Signature

Date & Company Stamp

SECTION 2 : NOTICE TO BIDDERS**1 INVITATION TO BID**

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

DESCRIPTION	THE PROVISION OF SAFETY TRAINING PROGRAMMES ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THREE (3) YEARS TO ALL TRANSNET OPERATING DIVISIONS IN ALIGNMENT WITH, OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993, RAILWAY SAFETY ACT 30 OF 2024 (RSR), SOUTH AFRICAN MARITIME SAFETY AUTHORITY ACT 5 OF 1998 AND THE TRANSNET 10 POINTS SAFETY PLAN. [Services]
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. To download RFP and Annexures: • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. Once the tender has been in the list, click on the "Tender documents" tab and process to download all uploaded documents. The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>)
COMMUNICATION	Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP. Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.
BRIEFING SESSION	Yes Compulsory A compulsory briefing will be conducted on Microsoft Teams on the 29 October 2025 @10h00 for a period of ± 2 hours. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late. Bidders are required to confirm their attendance, request the link of the briefing session and to send their contact details including the number of representatives (where applicable) to the following email address: Mpho.Mohapi@transnet.net not later than 15:00 on 28 October 2025 Respondents failing to send an email to request a link by 15:00 1 day before and attend the compulsory RFP briefing will be disqualified.

	Attendance Register will be recorded from the request to be send the briefing Session and also confirmed during the Compulsory Briefing Meeting. Refer to paragraph 2 for details.
CLOSING DATE	16:00 on Friday 14 November 2025 Bidders must ensure that bids are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration. <i>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders because of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i>
VALIDITY PERIOD	180 Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded. Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process. Regarding the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12

Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted via Microsoft Teams on the **29 October 2025** at **10H00** for a period of ± 2 hours. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

2.1 Respondents failing to attend the compulsory RFP briefing will be disqualified.

3 PROPOSAL SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

- a) Log on to the Transnet eTenders management platform website/ Portal (transnetetenders.azurewebsites.net/)
- b) Click on "ADVERTISED TENDERS" to view advertised tenders;
- c) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all mandatory information is completed) OR;
- d) to sign in if already registered;
- e) Toggle (click to switch) the "Log an Intent" button to submit a bid;

- f) Submit bid documents by uploading them into the system against each tender selected.
- g) Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.
- h) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders because of their own technical challenges.
- i) No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net
- j) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- k) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- l) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- m) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

4 RFP INSTRUCTIONS

- 4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3 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.

5 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to

a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)

- 5.1 For specific clarification relating to this RFP, an RFP Clarification Request Form should be submitted to Mpho Mohapi Transnet Corporate Centre JHB before **12:00 pm on 31 October 2025** substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 5.2 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to groupscmcomplaints@transnet.net. Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.
- 5.3 After the closing date of the RFP, a Respondent may only communicate with the Mpho Mohapi, at telephone number 0716093576, Mpho.Mohapi@Transnet.net on any matter relating to its RFP Proposal.
- 5.4 Respondents are to note that changes to its submission will not be considered after the closing date.
- 5.5 It is prohibited for Respondents to attempt, 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.
- 5.6 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 5.7 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

6 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

7 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.

8 EMPLOYMENT EQUITY ACT

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

9 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action because of its issuance of this RFP and/or its receipt of Proposals. Please note that Transnet reserves the right to:

- 9.1 modify the RFP's Goods/Services;

- 9.2 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 9.3 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 9.4 split the award of the contract between more than one Supplier/Service provider, as may be explicitly articulated in the conditions or objective criteria to this RFP;
- 9.5 cancel the bid process;
- 9.6 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 9.7 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 9.8 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 9.9 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 9.10 to award the business to the next ranked bidder, if he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.
- 9.11 Request a bidder to furnish further information relating to its Environmental, Social and Governance (ESG) standing at any stage of the procurement or contracting process. This information may not be used for purposes of evaluation and/or disqualify bidder but may be use for purpose of record and analysis of ESG compliance.
- 9.12 Where sub-contracting is applied in a tender, conduct due diligence assessment on the sub-contractor(s) and this may entail requesting the bidder to provide further information relating to the sub-contractor(s) or directly requesting the information from the sub-contractor(s) as well as conducting any necessary investigations on the sub-contractor(s) to detect issues of "FRONTING".

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

10 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

11 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent implements all such security measures as the safe performance of the contract may require.

TRANSNET URGES ITS CLIENTS, SUPPLIERS AND THE GENERAL PUBLIC TO REPORT ANY FRAUD OR CORRUPTION TO

IF YOU DON'T REPORT IT, YOU SUPPORT IT!



Email: Transnet.Reportit@outlook.com

Toll free: 0800 003 056

SMS: 0637867403

Please Call Me number: *120*0637867403

Website: <https://whistleblowersoftware.com/secure/Transnet>

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Transnet Academy seeks to appoint a suitably accredited service provider for the implementation of safety training programmes for a period of three (3) years to all Transnet Operating Divisions. The safety training programmes aligns with Transnet's overall safety strategy and corporate strategy. The training is critical and a priority for the effective operation of business.

Safety is the highest priority in Transnet and requires employees to be sufficiently skilled in safety requirements thus the need to appoint a suitable and accredited service provider that will ensure that employees acquire safety knowledge. There is a need in the organisation to provide accredited safety training. Training should be classroom and e-learning based.

Training should be provided to all employee levels in the organisation. The implementation of the various safety training program relates to the following Operating Divisions:

- a. Transnet Freight Rail
- b. Transnet Rail Infrastructure Management
- c. Transnet Engineering,
- d. Transnet Port Terminals,
- e. Transnet Properties
- f. Transnet Pipelines
- g. Transnet National Port Authority
- h. Transnet Corporate Centre.

2 SCOPE OF REQUIREMENTS

OBJECTIVES

The safety related training should focus on the capacitation of employees that are primarily tasked to execute operational functions within the organization and to ensure compliance in terms of The Railway Safety Regulator (RSR), the National Railway Safety Regulator Act No. 16 of 2002. The training includes safety compliance training inclusive of first aid, firefighting, handling of dangerous goods, working on heights, working in confined spaces and SHE representative. The required classroom safety training includes the following programmes:

FIRST AID

- a) First Aid (Basic, Intermediate and Advanced)

FIRE FIGHTING

- b) Fire Fighting (Basic, Intermediate and Advanced),
- c) Fire Marshall
- d) Fire Coordinator
- e) Fire Risk Assessments (**including E-learning**)
- f) Maintenance of firefighting equipment

HEALTH AND SAFETY

- a) SHE Representative,
- b) Occupational Certificate Safety, Health and Quality Practitioner program
- c) SHE Induction (**including E-learning**)
- d) SHE Legal Liabilities (**including E-learning**)
- e) Introduction and Advanced Transnet Safety Management Programme (**including E-learning**)

- f) Disaster management (**including E-learning**)
- g) OHS Legislation (**including E-learning**)
- h) (ISO 45001:2018) Occupational Health and Safety Management Systems (**including E-learning**)
- i) (ISO 14001:2015) Environmental Management System (**including E-learning**)
- j) (ISO 9001: 2015) Quality Management system (**including E-learning**)

DANGEROUS CONDITIONS

- k) Working at Heights,
- l) Working in Confined Spaces,
- m) Evacuation Chair training
- n) Venomous snake training
- o) Fall arrest planner
- p) Handling of dangerous goods and chemical substances
- q) Hazard Identification and Risk Assessment (HIRA)
- r) Incident investigations (**including E-learning**)
- s) International Maritime Dangerous Goods
- t) Fuel spillage control

Furthermore, the service provider will be required to implement an annual Train the Trainer program for internal Transnet Trainers, with enrolment on the Occupational Certificate Safety, Health and Quality Practitioner program

The safety training must be designed, developed, customised and delivered, as indicated in alignment to QCTO Qualifications (including Part Qualifications where relevant), National Qualifications Framework (NQF) and allocated Unit standards at any relevant accreditation body. The applicable accredited qualifications/part qualifications could consist of the follow:

- Skills Programme - Basic Emergency First Aid Responder
- Skills Programme - Intermediate Emergency First Aid Responder
- Skills Programme - Advanced Emergency First Aid Responder
- Part Qualification 1- Occupational Health and Safety Representative, NQF Level 2, Credits 32
- Part Qualification 2 - Full Time Representative/OHS Assistant, NQF Level 3, Credits 49
- Occupational Certificate: Safety, Health and Quality Practitioner (Occupational Health and Safety Practitioner) NQF Level 5, Credits 256
- Higher Occupational Certificate: Occupational, Health and Safety Practitioner Credits 120

Table 1

NO	REQUIRED TRAINING	NQF Level	Skills programme, Qualification/Unit Standard	Part	NUMBER OF DAYS	3 -YEAR ESTIMATE QUANTITIES
Skill Programme - Basic Emergency First Aid Responder						
1	Basic First Aid		SP-230801		2 days	6000
Skill Programme - Intermediate Emergency First Aid Responder						
2	First Aid Intermediate		SP -230802		5 days	5000
Skill Programme - Advanced Emergency First Aid Responder						
3	Advanced First aid		SP-230803		4 days	1500
Fire Fighting						
4	Firefighting Basic		US 12484 or relevant		2 days	3000
5	Firefighting Intermediate		US 252250 or relevant		2 days	2000

6	Fire Fighting Advanced		US 120331 or relevant	2 days	500
Part Qualification 1- Occupational Health and Safety Representative, NQF Level 2, Credits 32 Part Qualification 2 - Full Time Representative/OHS Assistant, NQF Level 3, Credits 49					
7	Fire risk assessment		US 242662 or relevant	4 days	100
8	Fire Marshalls		US 242825 or relevant	4 days	500
9	Fire-coordinator		US 120331 or relevant	2 days	900
10	Maintenance of firefighting equipment		US 115222	5 days	500
Part Qualification 1- Occupational Health and Safety Representative, NQF Level 2, Credits 32 Part Qualification 2 - Full Time Representative/OHS Assistant, NQF Level 3, Credits 49					
11	SHE REP	2	US259622 or relevant	2 days	3500
12	She Induction	2	US 259639 or relevant	1 day	200
13	SHE Legal Liabilities	4	US 120344 or relevant	2 days	500
14	Incident Investigation		US120335 or relevant	3 days	2000
Safety Management Training					
15	(Safety Management Training Course) Introduction SAMTRAC		US117701 (expired) or relevant QCTO replacement US120303	5 days	2000
16	(Safety Management Training Course) Advanced SAMTRAC		US244283 (expired) or relevant QCTO replacement	10 days	500
Disaster management					
17	Disaster Management		US19338 or relevant	5 days	200
18	OHS legislation (OHS Act)		US259619 or relevant	2 days	500
19	Evacuation chair training		SAQA 242825 or relevant	1 day	1500

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Dangerous Goods and Chemicals					
NO	REQUIRED TRAINING	NQF Level	Skills programme, Qualification/Unit Standard	NUMBER OF DAYS	3 -YEAR ESTIMATE QUANTITIES
20	Handling of Dangerous Goods and Chemical substances		US 242996 or relevant	2 days	1500
21	Hazard Identification and Risk Assessment (HIRA)		US120330 (expired) or relevant QCTO replacement	2 days	1500
Venomous Snakes					
22	Venomous snake		Enterprise training (Not US aligned)	2 days	1500
ISO					
23	Environmental Management System (ISO 14001)		US 12512	5 days	300
24	Safety Management System ISO 45001		US: 244283	5 days	500
25	Quality Management System ISO 9001		US: 26377	5 days	1750
Higher Occupational Certificate: Occupational, Health and Safety Practitioner Credits 120					
26	Occupational Health and Safety Practitioner (TTT)	5		12 months	15
Working at Heights and Confined Spaces					
27	Working on Heights	1 2 3 4	US 229998 US 229995 or relevant US 229996 US 229994	3 days	5000
28	Confined Spaces		US: 15034 Work in Confined Spaces on Construction Sites	2 days	500
29	Fall Arrest Planner	4	US 229994	5 days	3000
30	International Maritime Dangerous Goods	3	US 123259	3 days	1000
31	Fuel spillage control	4	US 242999	5 days	500
Total					47965

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11.1 TRAINING DELIVERY ADDRESSES

The Service Provider will provide safety training program at the below location “as and when” required:

NO.	REGION	OD	VENUE	ADDRESS	CITY
1	Johannesburg	Transnet Corporate Centre	8th Floor	Carlton Centre, 150 Commissioner street	Johannesburg
2	Port Elizabeth	School of Engineering	Swartkops Campus	John Tallant Road	Port Elizabeth
3	Johannesburg	Wits University	Upper Ground Floor, Chamber of Mines, West Campus, Johannesburg	Upper Ground Floor, Chamber of Mines, West Campus Johannesburg	Johannesburg
4	Kempton Park	Transnet Freight Rail	Esselen Park Campus	Road P91 off the R25, Esselen Park Campus, Main Building, Room 21	Kempton Park
5	Port Elizabeth	School of Engineering	North end Campus	Corner Paterson and Broad Street	Port Elizabeth
6	Parktown	Transnet Freight Rail	Table 50, 1st Floor	Inyanda House	Parktown
7	Kempton Park	Transnet Freight Rail	Administration Building	1 Anvil road Isando. Transnet Freight Rail Administration Building.	Kempton Park
8	Johannesburg	Transnet Group Planning	Building 9, Harrowdene Office Park	Western Service Road	Johannesburg
9	Heidelberg	Transnet Capital Projects: Inland Terminal	Jameson Park	Poortje Street	Johannesburg
10	Heidelberg	Transnet Freight Rail	Heidelberg Depot	01 Viljoen Street	Johannesburg
11	Johannesburg	Transnet Freight Rail	Reception	96 Rissik Street	Johannesburg
12	Germiston	Transnet Rail Engineering	TE Facility	3 Keswick, Street	Germiston
13	Germiston	Transnet Rail Engineering	TE facility	No 3, Keswick Road	Germiston
14	City Deep	Transnet Freight Rail	City Deep Terminal	Houer Road	Gauteng
15	Sentrarand	Transnet Rail Engineering	Room 312, Admin Building	Electric Locomotive Maintenance	Boksburg
16	Sentrarand	Transnet Freight Rail	Room 204, Admin Building	1 Durand Street PUTFONTEIN	Putfontein
17	Boksburg	Transnet Rail Engineering	Room 22	20 Sebenza Street	Boksburg
18	Alrode	Transnet Pipelines	3 Akasia Road	General Alberts Park	Alberton
19	Koedoespoort	Transnet Rail Engineering	Koedoespoort	Koedoespoort and Creswell Road	Pretoria
20	Pyramid South	Transnet Rail Engineering	Pyramid South	Old Warm baths Road	Pretoria
21	Pretoria	Transnet Rail Engineering	Room 38, Blue Train Depot	3rd Avenue	Pretoria
22	Pretoria	Transnet Rail Engineering	Room 22B, NZASM Building	Cnr Minaar & Paul Kruger	Pretoria
23	Pretoria	Transnet Rail Engineering	TRE	Corner Micheal Brink and Voortrekker	Pretoria

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24	Pretoria	Transnet Freight Rail	Room 211, NZAS M Building	Capital Park, to office no. 17/18	Pretoria
25	Kilner Park	Transnet Rail Engineering	TRE	160 Lynette Str	Pretoria
26	Koedoespoort	Transnet Rail Engineering	Koedoespoort Diesel Depot	Populier Street	Pretoria
27	Witbank	Transnet Freight Rail	Operations Managers Office	Cnr Langermann & Main Streets	Witbank
28	Nelspruit	Transnet Freight Rail	Operations, Station Building	First Andrew Street	Nelspruit
29	Rustenburg	Transnet Freight Rail	Railway Station Building	Office B446636	Rustenburg
30	Koedoespoort	Transnet Rail Engineering	Infra Maintenance Depot	8 Trans Road	Pretoria
31	Polokwane	Transnet Freight Rail	Room 3, TFR Security Building	Hospital Street	Polokwane
32	Leeuhof (Vereeniging)	Transnet Freight Rail	Area Managers Office	Hollywood Blvd	Vereeniging
33	Ermelo	Transnet Rail Engineering	Wagon Maintenance Depot	Ermelo	Ermelo
34	Ermelo	Transnet Freight Rail	Area Managers Office	Office 2	Ermelo
35	NPA Durban, Services Workshop	Transnet National Ports Authority	NPA Durban, Services Workshop	4 Bayhead Road	4 Bayhead Road
36	Durban	Transnet Pipelines	Room 806	202 Smith St	Durban
37	Durban	Transnet Capital Projects	237 Mahatma	237 Mahatma Gandhi	Durban
38	Durban	Transnet Property	First Floor, Room 123	202 Anton Lembede Street	Durban
39	Bayhead	Transnet Freight Rail	Room 114, Loliwe House	151 South Coast Road	Bayhead
40	Durban	Transnet Rail Engineering	CEO Umbilo	150 Eel Road,	Durban
41	Durban	Transnet Rail Engineering	Truck Washout Depot	80 Bayhead Road	Durban
42	Durban	Transnet Rail Engineering	Room 1101	477 Smith Street	Durban
43	Durban	Transnet Rail Engineering	TRE	311 Edwin Swales Drive	Durban
44	Port of Durban	Transnet National Ports Authority	Room 122A	Ocean Terminal Building,	Durban
45	Durban	Transnet Port Terminal	Maydon Wharf	45B Johnstone Road	Durban
46	Durban	Transnet Port Terminal	Container Terminal	Pier 1, Container Terminal	Port Entrance 9, Bayhead Rd Durban
47	Durban	Transnet Port Terminal	Durban Container Terminal	CVR Building	Bayhead
48	Durban	Transnet Port Terminal	Car Terminal	45 Bay Terrace	Durban
49	Pinetown	Transnet Pipeline	10B Kerk Road	Pinetown	Pinetown
50	Durban	Maritime School	Reunion, Durban	1 Airport Road	Durban
51	Pietermaritzburg	Transnet Freight Rail	TFR Yard	9 Devonshire Road	Pietermaritzburg
52	Newcastle	Transnet Freight Rail	Client Service Centre	Albert Wessels Drive	Newcastle
53	Vryheid	Transnet Rail Engineering	Slubaan Road	Slubaan Road	Vryheid

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54	Vryheid	Transnet Freight Rail	Coalink Evan Circle	Off Jan Moolman Street	Vryheid
55	Ladysmith	Transnet Pipelines	5 Hamilton Road	Ladysmith	Ladysmith
56	Empangeni	Transnet Freight Rail	Room 148, Malahle House	4 Kiewiet Street	Empangeni
57	Richards Bay	Transnet Rail Engineering	Room 6, Administrative Building	Locomotive Depot	Richards Bay
58	Richards Bay	Transnet Port Terminal	Dry Bulk Terminal	Umhlatuze Building DBT	Richards Bay
59	Richards Bay	Transnet Port Terminal	Umhlatuze Building	Gordon Road	Richards Bay
60	Richards Bay	Transnet Capital Projects	7 Trinidad, Lakeview Terrace	Absa building 1 floor	Richards Bay
61	Richards Bay	Transnet National Ports Authority	Room 112, Bayview Centre	Ventura Rd	Richard's Bay
62	Empangeni	Transnet Rail Engineering	South Dunes	Wagon Maintenance Depot	Richards Bay
63	Ladysmith	Transnet Rail Engineering	Locomotive Depot	End Diamana Road	Ladysmith
64	Ladysmith	Transnet Freight Rail	INFRA	Cnr Lyell and Alexander Streets	Ladysmith
65	Bloemfontein	Transnet Rail Engineering	Wagon Maintenance	Cnr Nathan & Maselspoort Road	Bloemfontein
66	Bloemfontein	Transnet Rail Engineering	BV3 Ground Floor Freight Bloemfontein, Communications & Media	Admin Building 1st floor.	Bloemfontein
67	Bloemfontein	Transnet Freight Rail	Freight Bloemfontein, Communications & Media	Transnet Road	Bloemfontein
68	Bloemfontein	Transnet Rail Engineering	Diesel Maintenance Road Locomotive	Diesel Maintenance Road	Bloemfontein
69	Posmasburg	Transnet Rail Engineering	Transwerk Yard	Wagons	Posmasburg
70	Kimberley	Transnet Rail Engineering	Room 114, JW Sauer Building	Cnr Quinn & Roper Street	Kimberley
71	Beaconsfield	Transnet Rail Engineering	Wagons	Oliver Road	Kimberley
72	Kimberley	Transnet Freight Rail	Transnet Refurbishing Depot	1A Austin Street	Kimberley
73	Kimberley	Transnet Freight Rail	Transnet Fire Service	1B Austin Street	Kimberley
74	Kimberley	Transnet Freight Rail	Transnet Property	1B Austin Street	Kimberley
75	Barkly West	Transnet Freight Rail	Transnet Infrastructure	1B Austin Street	Kimberley
76	Kimberley	Transnet Freight Rail	Transnet Security	Old Promat Building, Florence Street	Kimberley
77	Kimberley	Transnet Freight Rail	Transnet Training	Transnet School of Rail, C/o Oliver & Study Street	Kimberley
78	Kimberley	Transnet Freight Rail	Transnet Supply Chain Services	Transnet Property Management Building, Austin Street	Kimberley

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79	Beaconsfield Yards	Transnet Freight Rail	Transnet Operations	Alex Yard, Main Building, Landbouweg	Kimberley
80	Beaconsfield Loco	Transnet Freight Rail	Transnet Locomotive Depot	Austin Street	Kimberley
81	De Aar Yard & Loco	Transnet Freight Rail	Transnet De Aar Yards	Infra Building, Freelander Street	De Aar
82	Halfweg	Transnet Freight Rail	Halfweg	Halfweg Depot	Halfweg
83	Postmasburg	Transnet Freight Rail	Transnet Locomotive Depot	1 Transnet Street	Postmasburg
84	Sishen	Transnet Freight Rail	Transnet Locomotive Depot	1 Transnet Street	Sishen
85	Upington	Transnet Freight Rail	Locomotive Depot	Kalahari Street	Upington
86	Warrington	Transnet Freight Rail	Station Building	Sassar Road	Warrington
87	Kimberley	Transnet Freight Rail	Infrastructure Complex 10d	1B Austin Street	Kimberley
88	Kimberley	Transnet Rail Engineering	Wagons Coligny	Oliver Road	Kimberley
89	Kimberley	Transnet Rail Engineering	Administration Building	Beacons Field	Kimberley
90	Kroonstad	Transnet Rail Engineering	Wagons Maintenance	7th Avenue	Kroonstad
91	Kroonstad	Transnet Rail Engineering	Electrical Traction	7th Avenue	Kroonstad
92	Uitenhage	Transnet Rail Engineering	TRE	Old Uitenhage Road	Uitenhage
93	Port Elizabeth	Central	1st Floor, Transnet Building	North Union Street	Port Elizabeth
94	Port Elizabeth	Transnet National Ports Authority	Room 409, 4th Floor	North Union Street	Port Elizabeth
95	Port Elizabeth	Transnet Port Terminal	1st Floor, TPT Building	Neptune Road, Off Klub Road, Bluewaterbay/Coega	Port Elizabeth
96	NPA PE, Services workshop	Transnet National Ports Authority	NPA PE, Services workshop	Lighthouse Workshop	Port Elizabeth
97	Port Elizabeth	Transnet Freight Rail	Room 604, F.C. Sturrock Building	Cnr of Strand & Fleming Streets	Port Elizabeth
98	North End	Transnet Freight Rail	Room 24, Ground Floor, Infrastructure Building	C/O Broad Street & Paterson Road	Port Elizabeth
99	Port Elizabeth	Transnet Rail Engineering	Wagon Maintenance depot	Old Grahamstown Road	Port Elizabeth
100	New Brighton & PE Harbour	Transnet Freight Rail	New Brighton Marshalling Yard	Admin Building 1st floor.	Port Elizabeth
101	Swartkops	Transnet Freight Rail	Swartkops Admin Building - Room 17	John Tallant Road	Port Elizabeth
102	Port Elizabeth	Transnet Rail Engineering	Locomotive Maintenance depot	John Gallant Road	Port Elizabeth
103	Port Elizabeth	Transnet Port Terminal	Port Admin Building	Green Street	Port Elizabeth
104	Port Elizabeth	Transnet Capital Projects	61 Warraker Street	Newton Park	Port Elizabeth
105	Uitenhage	Transnet Freight Rail	SCS Building	Room 109, 1st Floor	Uitenhage

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106	East London	Transnet Port Terminal	Support Services Building	Hely Hutchinson Road	East London
107	East London	Transnet National Ports Authority	Room 122, Port Control Building	Ganteaume Cres	East London
108	East London	Transnet Rail Engineering	18 Fleet Street	(op Fire station next to Scorpion)	East London
109	East London	Transnet Freight Rail	Finance, Room 101, Admin Building	Cambridge	East London
110	Mossel Bay	Transnet National Ports Authority	Port Administration Building	55 Bland St	Mosselbay
111	Rosmead	Transnet Freight Rail	Rosmead Station	Room 1	Eastern Cape
112	Cape Town	Transnet Port Terminal	Cape Town Container Terminal, Admin Building	Container Road, Ben Schoeman Dock	Paarden Eiland, Cape Town
113	NPA CT, Lighthouse Services Workshop	NPA CT, Lighthouse Services Workshop	Green Point Lighthouse	100 Beach Road	Cape Town
114	Cape Town	Western	Room 700, 7th Floor	1 Adderley Street	Cape Town
115	Cape Town	Transnet National Ports Authority	3rd Floor NPA House	South Arm Rd, Waterfront,	Cape Town
116	Cape Town	Transnet Rail Engineering	Office 33, Loscon Building	19 Voortrekker Road	Cape Town
117	Cape Town	Transnet Capital Projects	Bellville Square	Off Modderdam Road	Bellville
118	Bellville 2	Transnet Freight Rail	Room 34, Infra Building,	Caledon West Street	Belville
119	Saldanha	Transnet Freight Rail	Corporate Affairs	Transnet Park Building	Bellville South
120	Bellville	Transnet Freight Rail	Operations	Belcon Building	Bellville South
121	Saldanha	Transnet National Ports Authority	Moss Gas Park	Moss Gas Park	Saldanha
122	Saldanha	Transnet Freight Rail	Room 353	Salkor Building	Saldanha
123	Saldanha	Transnet Freight Rail	Saldanha CTC Building	CT Building	Saldanha
124	Saldanha	Transnet Freight Rail	Security Foyer	Salkor Building	Saldanha
125	Saldanha	Transnet Freight Rail	Room 282	Salkor Building	Saldanha
126	Saldanha	Transnet Freight Rail	Room 134	Salkor Building	Saldanha
127	Saldanha	Transnet Freight Rail	Room 45	Salkor Building	Saldanha
128	Saldanha	Transnet Port Terminal	Multi- Purpose Terminal	Administration Building, Office 25	Saldanha
129	Worcester	Transnet Freight Rail	Reception, Old PX Building	2 Louis Lange Street	Worcester
130	Beaufort West	Transnet Freight Rail	2nd Avenue	Beaufort West	Beaufort West
131	Cape Town	Transnet Capital Projects	Tygerburg Office Park	Table Bay Building 163	Cape Town
132	East London	Locomotive Depot	Locomotive Depot	Locomotives Depot Of two rivers drive	Cambridge

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1. TERMS OF REFERENCE

The intended scope requirements for the programme are as follow:

- 1.1 Design, develop, customize and deliver classroom and e-learning Safety Training as indicated, in compliance to safety requirements and in accordance with the Occupational Health and Safety Act 85 of 1993 inclusive of Quality Council for Trades & Occupations (QCTO) accreditation, or any other relevant SETA, Institution of Heights as well as South African Institute of Occupational Safety and Health (SAIOSH).
- 1.2 Include, workplace experiential training, summative and formative assessments as part of the learning material, that is relevant to Transnet environment and South African Education Training Development principles.
- 1.3 The training material must be aligned and specific to Transnet branding.
- 1.4 The service provider Trainers, Assessors and Moderators must be accredited and registered with the QCTO, or any other relevant SETA, Institution of Heights as well as SAIOSH whilst rolling out training.
- 1.5 The service provider must be capable to provide sufficient trainer capacity in order to provide training across the Country.
- 1.6 All learners must be registered with QCTO and statement of results provided on successful completion of training, endorsed by QCTO or any other relevant SETA, Institution of Heights as well as SAIOSH.
- 1.7 The service provider is expected to ensure that Transnet learners acquire sufficient safety knowledge and skills and are able to pass all safety examinations and obtain a 70% pass mark.
- 1.8 The service provider is expected to produce monthly reports on milestones achieved and programme progress.
- 1.9 A clear breakdown of costs and deliverables to outline the 3-year budget comprehensively should be provided.
- 1.10 Hard and soft copies of certificates of competence must be issued to the Transnet Academy.

2. THE SERVICE PROVIDER MUST ENSURE COMPLIANCE AND BE FAMILIAR WITH THE FOLLOWING

- 2.1 The service provider should be accredited and registered with Quality Council for Trades & Occupations (QCTO) or the Health and Welfare Sector Education Training and Authority (HwSETA) as well as the Institute for Working at Heights (IWH) and the South African Institute of Occupational Safety and Health (SAIOSH).
- 2.2 Knowledge of Education, Training and Development Practitioners' (ETDP)/Subject Matter Expert environment.
- 2.3 Knowledge of both formative and summative assessment methods, using a range of methodologies.
- 2.4 Knowledge of global trends in Outcomes-Based Education and adult learning methodologies;
- 2.5 The Service Provider must clearly demonstrate extensive experience of not less than 10 years in line to the programme learning tools design, development and delivery in large logistic corporates in South Africa, international experience would be an added advantage.
- 2.6 Knowledge of legislation: the National Qualifications Framework (NQF), the South African Qualifications Authority (SAQA), the Skills Development Act, and the Occupational Health and Safety Act 85 of 1993 etc.;
- 2.7 Knowledge of workplace experiential training.
- 2.8 As part of the proposal the provider should show examples of similar work done previously, with references' information provided.
- 2.9 Furthermore, it will align and function in accordance with accredited body requirements inclusive of registration of learners on relevant learner databases to ensure that learners can be awarded recognizable certificates of competence upon successful completion of training.
- 2.10 The Service provider should ensure that Accredited Bodies provide Statement of results, relevant

- to all completed training.
- 2.11 Safety training must be available through classroom and e-learning as indicated.
 - 2.12 The learning modules should be designed, based on best e-Learning software and Learning Management platform to support online Learning for self-study purposes. (E-learning files should be Scorm 1.2 and XAPM downloadable to ensure integration with SAP LSO and Blackboard)
 - 2.13 The program must be aligned and customized with Transnet corporate branding and relevant to business needs and requirements.
 - 2.14 The Program training modules consisting of Learner Guides, Assessment guides, Learner Workbooks and Facilitator Guides should comply and be customised according to Transnet corporate branding, both manual and electronic formats;
 - 2.15 Monthly training reports, assessment portfolios and certificates must be made available to Transnet for capturing and record keeping on the Transnet Learner Management System.
 - 2.16 Training should be portable with other qualifications for credit bearing purposes.
 - 2.17 The learning material designed, developed and customised by the service provider will remain the intellectual property of Transnet
 - 2.18 The service provider facilitators must be accredited and registered with the relevant QCTO/SETA.
 - 2.19 The service provider should provide proof of relevant CV's, related qualifications, and accreditation for allocated project resources.
 - 2.20 Training shall be delivered at recognized and approved Transnet campuses and/or alternative agreed venues.
 - 2.21 Training delivery should be inclusive of a Train the Trainer programme for internal Transnet Academy Trainers (Occupational Certificate: Safety, Health and Quality Practitioner).
 - 2.22 After completion of the Train the Trainer programme, Transnet Trainers should be registered and accredited with the QCTO.
 - 2.23 Ability to apply creativity and innovation when developing learning program;
 - 2.24 Expertise and Knowledge of Logistics management will be an advantage;
 - 2.25 Have and be able to allocate capacity for delivering excellent services (Design and Delivery).
 - 2.26 Administer learner enrolment in consultation with Transnet Academy.
 - 2.27 The service provider must have the ability to deliver excellent services within the minimum agreed timeframes.
 - 2.28 Ascertain return on investment using the Philips model.
 - 2.29 Provide a customer/stakeholder communication strategy for continuous feedback and improvement
 - 2.30 Provide a risk management strategy focusing on the delivery of training.
 - 2.31 The service provider should provide a detailed design, development and delivery of training plan inclusive of a potential timeline.
 - 2.32 The service provider should provide a project organogram.
 - 2.33 Valid copy of accredited and registered courses must be available.
 - 2.34 The service provider must have liability insurance.
 - 2.35 Relationship interaction between the Service Provider and Transnet Subject Matter Experts (SMEs) to allow both to become familiar with some of the key business issues critical to business success.
 - 2.36 Address business challenges in a practical way by aligning them with the Transnet Training environment;
 - 2.37 All Transnet documents are the company's intellectual property and should be dealt with accordingly.
 - 2.38 Problem solving, inclusive of assistance with internal change / communication on suggested rollout plan.
 - 2.39 Well researched content to be presented, by collaborating with TRANSNET's SMEs;
 - 2.40 Ensuring that change takes place continuously as a result of integration of acquired knowledge

- with real business challenges.
- 2.41 Provide clearly detailed project plan as well as annual return on investment report on project deliverables.
 - 2.42 Provide services in compliance with applicable company policies (national legislation).
 - 2.43 The Service Provider must incorporate workplace experiential training as part of the services provided, to ensure hands-on experience learning in a real work environment.
 - 2.44 Provide training documentation (e.g Learner Documentation, Portfolio of Evidence, attendance registers, certificates), electronically to Transnet Academy upon completion of training by Learners.
 - 2.45 Report on assessment and moderation processes, monthly.
 - 2.46 Provide proof of learner registration and statement of results from QCTO/SETA/SAIOSH/IWH or relevant institutions, relating to all training provided. ^{(b)(6)}
 - 2.47 Provide Transnet conformed and digitised, weekly, monthly and annual reports on milestones achieved and progress, inclusive but not limited to:
 - a. Namelist of weekly and monthly no shows,
 - b. Namelist of weekly and monthly learner attendance of training,
 - c. Number of learners trained, per course, per Operating Division per month, per annum,
 - d. Training cancellations,
 - e. Training assessments,
 - f. Training moderation (internal and external) status,
 - g. Learner registration and statement of results status,
 - h. Certificate distribution per course, and
 - i. Training delivery challenges.
 - j. Close out report
 - 2.48 Provide annual Return on Investment reports.
 - 2.49 Be willing to share best practices in respect of content and delivery.

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

- 2.50 Conduct a consultation session with the relevant stakeholders within Transnet in order to acquire the necessary information that will inform the content of the Training Program;
- 2.51 Familiarize themselves with the expectations of the business, learning methodologies, Training Program content, the Transnet Capacity Building policies;
- 2.52 Conduct a consultative session with the Curriculum Development & Assessment Department to discuss curriculum design framework and the 'look and feel' of the learning material (corporate branding).
- 2.53 Consult with subject matter experts (SME's) as referred to by the project team.
- 2.54 Present the learning programme to the Transnet Subject Matter Experts and the project cross-functional team.
- 2.55 Revise the learning programme based on recommendations made by the Quality Assurers (and Subject Matter Experts), and input by the cross functional teams.
- 2.56 Conduct consultative workshops with Subject Matter Experts (SME's) and Curriculum Development Specialists to review various critical stages of the review of the tool, as deemed necessary by Transnet Academy.
- 2.57 Implement a Train the Trainer programme for completion by identified Transnet employees.

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

- 2.58 The selected service provider will receive the necessary background information, documents and support from the project team.
- 2.59 The project team and Subject Matter Experts (SME's) will co-operate with the service provider, and vice versa.
- 2.60 The service provider is responsible for scheduling of learners to attend sessions in consultation with the Transnet Academy.
- 2.61 Transnet will be responsible for all learner travel and accommodation bookings.

3 GREEN ECONOMY / CARBON FOOTPRINT

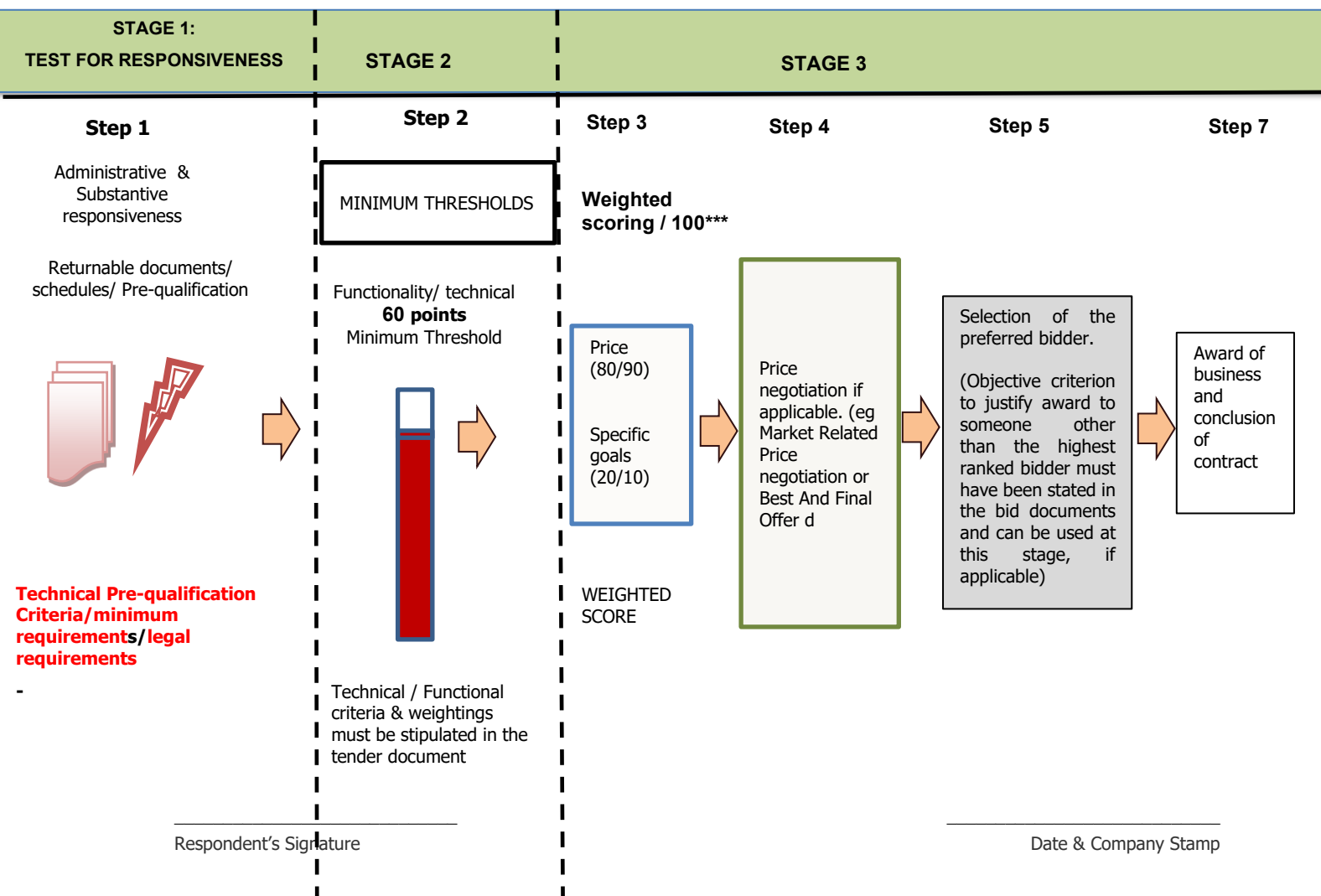
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

4 GENERAL SERVICE PROVIDER OBLIGATIONS

- 4.1 The Service provider shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 4.2 The Service provider must comply with the requirements stated in this RFP.

5 EVALUATION METHODOLOGY [INDICATE APPROPRIATE CRITERIA - REMOVE / ADD WHERE NECESSARY]

Transnet will utilise the following methodology and criteria in selecting a preferred Service provider:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

5.1 STEP ONE: Test for Administrative and Substantive Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness and Substantive Responsiveness check	RFP Reference
Whether the Bid has been lodged on time	<i>Section 1 paragraph 3</i>
Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 5</i>
Verify the validity of all returnable documents	<i>Section 5</i>
Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>
Whether any general and legislation qualification criteria set by Transnet, have been met	<i>All sections</i>
Whether the Bid contains a priced offer	<i>Section 4 - Quotation Form</i>
Whether the Bid materially complies with the scope and/or specification given Annexure E	<i>All Sections</i>
Entity's financial stability	
- Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: - The bidder should be accredited and be registered with Quality Council for Trades & Occupations (QCTO) or the Health and Welfare Sector Education Training and Authority (HWSETA) as well as the Institute for Working at Heights (IWH) and the South African Institute of Occupational Safety and Health (SAIOSH)	<i>Section 2 – paragraph 10 (Scope of Work)</i>

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

5.2 STEP TWO: Minimum Threshold 60 points for Technical Criteria

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

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Two] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

5.3 STEP THREE: Minimum Threshold 60% for PRESENTATION CRITERIA

Technical Evaluation Criteria	Points	Scoring guideline
Methodology The bidder must provide the detailed methodology and approach on how the required services will be provided to Transnet. The methodology and approach must be aligned to the scope of requirements detailing the following: a. Develop, design and/or customization of safety training material b. Delivery of classroom and/or e-learning safety training c. Conduct assessments and moderations d. Learner registration and data capturing with accredited body e. Issuing of certificates a) Customer/stakeholder communication strategy b) Risk management strategy (i.e Strikes, cyber-attacks) c) Close out report	30	❖ no evidence [0] ❖ Methodology and approach mentioned but not described as per scope of requirements [10] ❖ Methodology and approach presented with brief description and overview as per scope of requirements [20] ❖ Methodology and approach presented with comprehensive information provided as per scope of requirements [30]
Bidder's Experience Bidder experience in delivery and evaluation of similar work done as indicated in the Scope of work relating to safety training programmes. The reference letter must include (client letterhead): • Contactable client details, • Number of years applicable services delivered (based on RFP) • Dates when services were rendered • Description of services delivered. (The letter should demonstrate relevant experience in design and delivery of required Safety Training programmes)	30	❖ Bidder did not provide any reference letters [0] ❖ Bidder provided reference letters referencing less than 10 years experience in line with the learning tools design, development and delivery of safety training. (15) ❖ Bidder provided reference letters referencing 10 years and more experience in line with the learning tools design, development and delivery of safety training. (30)
Bidder Trainer CV, Experience and Qualifications Bidders must provide proof of relevant CV's, related qualifications, and accreditation for a minimum of 10 x Trainers in Safety training Programmes Minimum requirement:	10	❖ Bidder did not provide proof of relevant CV's, related qualifications, and accreditation for a minimum of 10 x Trainers in Safety training Programmes [0] ❖ Bidder provided proof of relevant CV's, related qualifications, and

- Qualification – Higher Occupational Certificate: Occupational, Health and Safety Practitioner or equivalent – NQF 5 10 x Trainer CV's 5 years Trainer experience (in CV) - ETDP Accreditation proof		accreditation for less than 9 x Trainers in Safety training Programmes [5] (Rating scale 1- 2 Trainers complete information, 2- 4 Trainers complete information, 3-6 Trainers complete information, 4 – 8 Trainers complete information, 5- 9 Trainers complete information) [6] ❖ Bidder provided proof of relevant CV's, related qualifications, and accreditation for 10 or more Trainers in Safety training Programmes [10]
Bidder Project Manager CV, Experience and Qualifications Bidders must provide proof of relevant CV, related qualifications, for 1 x Project Manager to manage the project Minimum requirements: - Qualification – (ND: Project Management or equivalent) (NQF 6) 1 x Project Manager CV's 5 years Project Management experience (in CV)	10	- Bidder did not provide proof of relevant CV and related qualifications, for a Project Manager [0] - Bidder provided proof of relevant CV, and related qualifications with less than 5 years experience for a Project Manager [5] (Rating scale 1- 1 year, 2- 2 years, 3- 3 years, 4 – 4 years, 5- 5 years) - Bidder provided proof of relevant CV, and related qualifications with 5 years or more experience for a Project Manager [10]
Bidder Project Team Organogram The bidder must provide a project team organogram consisting of - The number of resources. - Clear reporting lines, - Trainers as well as Project Manager	10	- The bidder did not provide a project organogram [0] - The bidder provided an organogram that did not illustrate the number of resources, and or the reporting lines [5] - The bidder provided an organogram that complied to the number of resources and the reporting lines [10]
Bidder Project Plan (including 3-year project overview plan) Detailed design, development and delivery of Safety training plan inclusive of potential timelines	10	❖ Bidder provided no project plan (0) ❖ Bidder provided 3- year Safety Training project plan without timelines (5) ❖ Bidder provided 3 year Safety training project plan with timelines. (10)
Total Weighting	100	
Minimum qualifying score required	60	

The minimum threshold for PRESENTATION CRITERIA [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

5.4 STEP FOUR Evaluation and Final Weighted Scoring

a) **Price and TCO Criteria** [Weighted score 80/90 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>
• Commercial discounts ¹ • Price adjustment conditions / factors • Exchange rate exposure • Disbursements	<i>Section 4</i>

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ OR } PS = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

Ps = Score for the Bid under consideration
 Pt = Price of Bid under consideration
 P_{min} = Price of lowest acceptable Bid

$$PS = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ OR } PS = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where:

Ps = Points scored for the price of Bid under consideration
 Pt = Price of Bid under consideration
 P_{max} = Price of highest acceptable Bid

b) **Specific Goals** [Weighted score 20/10 point]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

5.5 **SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80/90
Specific goals - Scorecard	20/10
TOTAL SCORE:	100

5.6 **STEP FIVE : Price Negotiations (if applicable)**

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected

- first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

2.62 STEP SIX : Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s). where applicable.
- Alternatively, acceptance of a letter of award by the Successful Respondent. will constitute the final contract read together with their RFQ response and the Standard Terms and Conditions. This will be stated in the letter of award.

SECTION 4: PRICING AND DELIVERY SCHEDULE*Respondents are required to complete the table below:*

Item No	Description of Goods / Services	Unit Measure of	Quantity	Unit Price Excl.VAT	Total Price Incl .VAT
1	Project management costs.	Monthly Report	36	R	R
2	<u>Classroom Training</u> Develop and customize classroom Safety Training curriculum a. Fall Arrest Planner, b. Venomous Snakes, c. Evacuation Chair d. Fuel Spillage e. International Maritime Dangerous Good f. Maintenance of firefighting equipment	Customise training material	Per curriculum	R	R
3	Customize classroom Safety Training curriculum (where relevant) (see Annexure F)	Customize training material	Per curriculum	R	R
4	Deliver classroom Safety Training (see Annexure F)	Training sessions	Minimum of 15 learners per class	R	R
5	<u>E-learning</u> Customise identified e-learning Safety Training curriculum (where relevant) (see Annexure H)	Customise e-learning training material	Per curriculum	R	R
6	Deliver e-learning Safety Training (See Annexure G)	Training sessions	Per learner per programme	R	R
7	Reporting on training delivery value in alignment to monthly deliverables	Monthly	36	R	R
8	Programme impact evaluation	Annual ROI report	3	R	R
9	Distribution of training certificates (inclusive of learner registration Statement of results)	Monthly certificate status	36	R	R
10	Project milestone progress and feedback	Number of milestone progress reports	36	R	R

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11	Travel disbursement	Per km	Estimate where applicable	R	R
Total Price Excl. VAT				R	R
VAT@ 15%				R	R
Total Price Inc. VAT				R	R
Accommodation and Flights (Government Rate and Economy Class) will be reimbursed at cost					

Annexure F: Develop and Customise Safety Training Material

Develop and customize <u>classroom</u> Safety Training curriculum	Design and Development Cost (excluding VAT)	Design and Development Cost (Including VAT)
1. Fall Arrest Planner		
2. Venomous Snakes		
3. Evacuation Chair		
4. International Maritime Dangerous Goods		
5. Fuel Spillage course		
6. Maintenance of firefighting equipment		
Total Cost		
Customise identified <u>e-learning</u> Safety Training curriculum	Design and Development Cost (excluding VAT)	Design and Development Cost (Including VAT)
1. Disaster Management		
2. Fire Risk Assessment		
3. Incident Investigation		
4. Introduction to Transnet Safety Management Programme (TSMP)		
5. ISO 14001:2015 Environmental Management System		
6. ISO 45001:2018 Occupational Health and Safety Management		
7. ISO 9001:2015 - Quality Management system		
8. OHS Legislation		
9. SHE Induction		
10. SHE Legal Liabilities		
11. Transnet Safety Management Programme (TSMP)- Advanced		
Total Cost		

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Annexure G: Learner Classroom Training Fees

Course	Classroom volumes	Learner Fee	Total Training Cost (Excluding VAT)	Total Training Cost (Including VAT)
1. Basic Fire Fighting	3000			
2. Confined Spaces	500			
3. Evacuation Chair	1500			
4. Fall Arrest Planner	3000			
5. Fire Coordinator	900			
6. Fire Fighting Advanced	500			
7. Fire Fighting Intermediate	2000			
8. Fire Marshall	500			
9. First Aid L1	6000			
10. First Aid L2	5000			
11. First Aid L3	1500			
12. Occupational Certificate Safety, Health Practitioner	15			
13. SHE REP	3500			
14. Venomous snakes	1500			
15. Working at Heights	5000			
16. International Maritime Dangerous Goods	1000			
17. Fuel Spillage course	500			
18. Maintenance of firefighting equipment	500			
19. Hazard Identification and Risk Assessment (HIRA)	1500			
20. Handling of Dangerous Goods and Chemical substances	1500			
21. Disaster Management	100			
22. Fire Risk Assessment	50			
23. Incident Investigation	1000			
24. Introduction to Transnet Safety Management Programme (TSMP)	1000			
25. ISO 14001:2015 Environmental Management System	150			
26. ISO 45001:2018 Occupational Health and Safety Management	250			
27. ISO 9001:2015 - Quality Management system	875			
28. OHS Legislation	250			
29. SHE Induction	100			

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30. SHE Legal Liabilities	250			
31. Transnet Safety Management Programme (TSMP)- Advanced	250			
Total	43690			

Annexure H: Learner E-Learning Fees

Course	E learning volumes	Learner Fee	Total Training Cost (Excluding VAT)	Total Training Cost (Including VAT)
1. Disaster Management	100			
2. Fire Risk Assessment	50			
3. Incident Investigation	1000			
4. Introduction to Transnet Safety Management Programme (TSMP)	1000			
5. ISO 14001:2015 Environmental Management System	150			
6. ISO 45001:2018 Occupational Health and Safety Management	250			
7. ISO 9001:2015 - Quality Management system	875			
8. OHS Legislation	250			
9. SHE Induction	100			
10. SHE Legal Liabilities	250			
11. Transnet Safety Management Programme (TSMP)- Advanced	250			
Total	4275			

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
 - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of VAT.

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- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- a. To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- d) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- e) Prices are to be quoted on a delivered basis to training conducted.
- f) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- g) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing the following price Consumer Price Index (CPI) or Producer Price Index (PPI) formula. [Not to be confused with bid validity period Section 2, clause 1]

YES	
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1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

Respondents are to note that, on award of business, Transnet is required to publish the outcome of the RFQ and information of the successful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 09 of 2022/2023.

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

2. "AS AND WHEN REQUIRED" CONTRACTS

- 2.1 Purchase orders will be placed on the Service provider(s) from time to time as and when Services are required.
- 2.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 2.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 2.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.
- 2.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 4 [Pricing and Delivery Schedule]
- 2.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

- 2.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays.

3. SERVICE LEVELS

2.8 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

2.9 Transnet will have six monthly reviews with the Supplier/Service provider's account representative on an on-going basis.

2.10 Transnet reserves the right to request that any member of the Supplier/Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

2.11 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

If the Service provider does not achieve this level as an average over six months, Transnet will receive a 1.5% [one and a half per cent] rebate on six monthly payments.

2.12 The Service provider must provide a telephone number for customer service calls.

2.13 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] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

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

NO	
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3. 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 the Respondent, in relation to:

3.1 Quality and specification of Goods/Services delivered:

3.2 Continuity of supply:

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

3.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002:

SIGNED at _____ on this _____ day of _____ 20____

Respondent's Signature

Date & Company Stamp

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____

[name of entity, company, close corporation or partnership] of [full address]

carrying on business trading/operating as

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with highest ranked bidder(s).

FULL NAME(S)

CAPACITY

SIGNATURE

I/We hereby offer to supply/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

Respondent's Signature_____
Date & Company Stamp

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

- (i) Master Agreement (which may be subject to amendment at Transnet's discretion if applicable);
- (ii) General Bid Conditions; 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 award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Award, 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/provision of Goods/Services within 2 [two] 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.

Furthermore, I/we agree to a penalty clause/s which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods/Services due to non-performance by ourselves, , etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

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

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

Name of Entity:

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender,

Respondent's Signature

Date & Company Stamp

including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

Transnet requires a validity period of 180 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

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)

RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

Respondent's Signature

Date & Company Stamp

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4 : Pricing and Delivery Schedule	
ANNEXURE E: Bidder to confirm the acceptance of the scope of work for the scope of work for the provision of an accredited young leaders programme within Transnet, for a period of three (3) years	
The bidder should be accredited and the registered with Quality Council for Trades & Occupations (QCTO) or the Health and Welfare Sector Education Training and Authority (HWSETA) as well as the Institute for Working at Heights (IWH) and the South African Institute of Occupational Safety and Health (SAIOSH)	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP (Valid B-BBEE certificate or Sworn-Affidavit as per DTIC guidelines)	
Methodology: technical evaluation criteria Section 3, number 4.3 The bidder must provide a detailed methodology and approach on how the required services will be provided to Transnet. The methodology and approach must be aligned to the scope of requirements.	
Bidder's Experience Bidder experience in delivery and evaluation of similar work done as indicated in the Scope of work relating to safety training programmes. The reference letter must include (client letterhead): • Contactable client details, • Number of years applicable services delivered (based on RFP) • Dates when services were rendered • Description of services delivered. (The letter should demonstrate relevant experience in design and delivery of required Safety Training programmes)	
Bidder Trainer CV, Experience and Qualifications	

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
Bidders must provide proof of relevant CV's, related qualifications, and accreditation for a minimum of 10 x Trainers in Safety training Programmes Minimum requirement: • Qualification – Higher Occupational Certificate: Occupational, Health and Safety Practitioner or equivalent – NQF 5 • 10 x Trainer CV's • 5 years Trainer experience (in CV) • ETDP Accreditation proof	
Bidder Project Manager CV, Experience and Qualifications Bidders must provide proof of relevant CV, related qualifications, for 1 x Project Manager to manage the project Minimum requirement: • Qualification – (ND: Project Management or equivalent) (NQF 6) • 1 x Project Manager CV's • 5 years Project Management experience (in CV)	
Bidder Project Team Organogram, refer to technical evaluation criteria Section 3, number 4.3 • The bidder must provide a project team organogram consisting of • The number of resources. • Clear reporting lines, • Trainers as well as Project Manage	
Bidder Project Plan: technical evaluation criteria Section 3, number 4.3 Detailed design, development and delivery of training plan inclusive of a potential timelines	

c) Essential Returnable Documents:

, Respondents are further required to submit the following **Essential Returnable Documents** with their RFP and to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
ANNEXURE A MASTER AGREEMENT	
ANNEXURE B TRANSNET'S GENERAL BID CONDITIONS	
ANNEXURE C TRANSNET'S SUPPLIER INTEGRITY PACT	
ANNEXURE D NON-DISCLOSURE AGREEMENT	
ANNEXURE E: SCOPE OF WORK	
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
L	
Section 1: SBD1 Form	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date & Company Stamp

SECTION 6: RFQ DECLARATION CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM WITH RFP

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1	Transnet's General Bid Conditions
2	Master Agreement
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. 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. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond on, before submitting the bid. **The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.**

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

We hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Goods/Services as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.

Respondent's Signature

Date & Company Stamp

4. 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;
5. 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;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
7. we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
8. If such a relationship as indicated in paragraph 7, exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided]

9. 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.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

12.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

12.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

13 Bidder's declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state?

YES/NO

13.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

13.2.1. If so, furnish particulars:

.....
.....

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

13.3.1. If so, furnish particulars:

.....
.....

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

14 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

14.1 I have read and I understand the contents of this disclosure;

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

BREACH OF LAW

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) ***have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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____

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

Respondent's Signature

Date & Company Stamp

SECTION 9 : SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Either the 80/20 or 90/10 preference point system will apply

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in Transnet preferential procurement policy.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTION • B-BBEE Level of contributor (1 or 2) = 5/10 • Subcontracting 30% of the value of the contract to EME's and QSE's 51% =5/10	20/10
Total points for Price and Specific Goals must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"Ownership"** means 51% black ownership
- (e) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **"Price"** includes all applicable taxes less all unconditional discounts.
- (j) **"Proof of B-BBEE Status Level of Contributor"**
- i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (k) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (l) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (m) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 $P_{\min}$ = Comparative price of lowest acceptable bid

$$PS = 80 \left(1 + \frac{Pt - P_{\max}}{P_{\max}} \right) \text{ OR } PS = 90 \left(1 + \frac{Pt - P_{\max}}{P_{\max}} \right)$$

Where:

P_s = Points scored for the price of Bid under consideration
 P_t = Price of Bid under consideration
 $P_{\max}$ = Price of highest acceptable Bid

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	Number of points allocated (80/20) / (90/20)
B-BBEE Level of contributor (1 or 2) =5/10; and Subcontracting 30% of the value of the contract to EME's and QSE's 51% = 5/10	10/20
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural areas	Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section.....Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Section.....Job Creation Schedule Returnable documents
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women owned, 51% Black Youth and 51%	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

Black people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned	
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME⁴	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED

6.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Y Partnership/Joint Venture / Consortium
- Y One person business/sole propriety
- Y Close corporation
- Y Company
- Y (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- Y Manufacturer
- Y Supplier
- Y Professional Service provider
- Y Other Service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If a bidder submitted false information regarding its B-BBEE status level of contributor or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES	
1.	
2.	

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:	
ADDRESS:	

SECTION 10 : PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must

take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforegl/>, click on contact us, click on complaints.IR@justice.gov.za

SECTION 11: PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is (Respondent) and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.

10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:

YES		NO	
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13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

Signature of Respondent's authorised representative: _____

14. Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

SECTION 12: PROTECTION OF PERSONAL INFORMATION (For Operator Contract only)

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is (Respondent) and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.

10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:

YES		NO	
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13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

Signature of Respondent's authorised representative: _____

14. Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

ANNEXURE E

Bidder to confirm the provision of training program and related safety program for a period of three (3) years to all Transnet Operating Divisions.

ACCEPTANCE OF SCOPE OF WORK	STATE YES/NO
Do you accept the Scope of Work presented in Section 3 of this RFP?	

Signature: _____

Date: _____

For and on behalf Bidder

Respondent's Signature

Date & Company Stamp