



## **Transnet Freight Rail**

an Operating Division of TRANSNET SOC LIMITED

(Registration No. 1990/000900/06)

### **REQUEST FOR PROPOSAL ("RFP")**

**FOR THE PROVISION OF SKILLED HOSPITALITY FOR TEMPORARY ONBOARD STAFF FOR THE BLUE TRAIN FOR A PERIOD OF 24 MONTHS (2 YEARS).**

RFP NUMBER: WR/BLE/10087  
ISSUE DATE: 20 FEBRUARY 2012  
CLOSING DATE: 06 MARCH 2012  
CLOSING TIME: 10H00

*Please note that late responses and those delivered or posted to an address other than that specified in Section 1, clause 1.4, will be disqualified.*

**FOR THE PROVISION OF SKILLED HOSPITALITY FOR TEMPORARY ONBOARD STAFF FOR THE BLUE TRAIN FOR A PERIOD OF 24 MONTHS (2 YEARS).**

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Preview Copy Only

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Respondent's Signature

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Date & Company Stamp

## Section 1

### NOTICE TO BIDDERS

#### 1 PROPOSAL REQUEST

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

On or after 20 February 2012 the RFP documents may be inspected at, and are obtainable from the office of Regional Procurement Manager, Room 631, 6 Floor, Transnet [Building], off Modderdam Road, Bellville on payment of non-refundable amount of R300.00 (three hundred rand only) (inclusive of VAT) per set. Payment is to be made as follows: Transnet Freight RAIL **Standard Bank Account number 203158598 Branch Code 004805 – Reference number WR/BLE/10087 and the Company name.**

NOTES –

- a) This amount is not refundable.
- b) A receipt for such payment made must be presented when collecting the RFP documents.
- c) RFP documents will only be available until 28 February 2012.

#### 2 FORMAL BRIEFING

~~A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated below:~~

~~Name: \_\_\_\_\_ Tamara Dlamini~~

~~Division: \_\_\_\_\_ Transnet Freight Rail – Supply Chain Services~~

~~Email: \_\_\_\_\_ tamara.dlamini@transnet.net~~

~~In the interest of fairness and transparency the said information will then be made available to the other Respondents who have collected RFP documents. For this purpose all Respondents need to indicate their intention to respond by informing the above-mentioned Transnet employee (per email only) of their contact numbers as soon as possible but before 27 February 2012.~~

OR (delete alternative)

A compulsory pre-Proposal site meeting and/or briefing session will be conducted at Pretoria Station on the 29 February 2012, at 11h00 for a period of  $\pm$  2 hours. **(Respondent to provide own transportation and accommodation).**

Respondents failing to attend the compulsory site meeting and/or briefing session will be disqualified.

Respondents without a valid RFP document in their possession will not be allowed to attend the site meeting and/or briefing session.

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

\_\_\_\_\_  
Date & Company Stamp

***The briefing session will start punctually at 11h00 and Respondents arriving late will not be accommodated.***

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

Name : Tamara Dlamini  
 Division : Transnet Freight Rail – Supply Chain Services  
 Email : [Tamara.Dlamini@transnet.net](mailto:Tamara.Dlamini@transnet.net)  
 Telephone no : 021 940 3831

### 3 PROPOSAL SUBMISSION

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

RFP No: WR/BLE/10087  
 Description: SKILLED HOSPITALITY FOR TEMPORARY ONBOARD STAFF FOR THE BLUE TRAIN.  
 Closing date and time: 06 MARCH 2012 at 10H00  
 Closing address (refer options paragraph 4 below)

### 4 DELIVERY INSTRUCTIONS FOR THIS RFP

- 4.1 **If posted**, the envelope must be addressed to the Secretary, Transnet Acquisition Council, P.O. Box 2986, Bellville 7535 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFP. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in the Transnet tender box which is located at the main entrance, Foyer of this Building at ground Floor, between 07:30 and 16:00 , Mondays to Fridays, and should be addressed as follows:

THE SECRETARY  
 TRANSNET ACQUISITION COUNCIL  
 TRANSNET PARK  
 GROUND FLOOR  
 MODDERDAM ROAD  
 BELLVILLE

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

Respondent's Signature

Date & Company Stamp

- b) It should also be noted that the above tender box is located at the street level outside the main entrance in Commissioner Street and is accessible to the public 24 hours per day, 7 days a week.
- 4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Secretary, Transnet Acquisition Council and a signature obtained from that Office.
- THE SECRETARY  
TRANSNET ACQUISITION COUNCIL  
TRANSNET PARK  
GROUND FLOOR  
MODDERDAM ROAD  
BELLVILLE
- 4.4 **Please note that this RFP closes punctually at 10:00 on Tuesday 06 MARCH 2012.**
- 4.5 If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
- 4.6 **No email or facsimile responses will be considered.**
- 4.7 The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 4.8 Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. service fees, deliverables, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
- 4.9 Envelopes must not contain documents relating to any RFP other than that shown on the envelope. **All envelopes must reflect the return address of the Respondent on the reverse side.**
- 4.10 No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

## 5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")

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

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their RFP responses. Transnet will accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended), to companies who provide a BBBEE Accreditation Certificate. All procurement and disposal transactions will be evaluated accordingly.

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Respondent's Signature

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Date & Company Stamp

Consequently, when Transnet invites prospective suppliers to submit Proposals for its goods and services, it urges Respondents (Large Enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies approved by SANAS (the South African National Accreditation Systems, under the auspices of the Department of Trade and Industry)

In terms of Government Gazette No 32094, Notice No. 354 dated 23 March 2012, as from 1 August 2012 only BBBEE Accreditation Certificates issued by SANAS approved Verification Agencies will be valid. However Accreditation Certificates issued before 23 March 2012, which are still within their 1 year validity period, will still be acceptable until their expiry date, provided that the accreditation has been undertaken in accordance with the latest Codes (i.e. those promulgated on 9 February 2007).

No certificate issued on or after 23 March 2012 by a Verification Agency which has not been approved by SANAS will be acceptable.

5.1 Enterprises will be rated by such agencies based on the following:

- a) **Large Enterprises** (i.e. annual turnover >R35 million):
  - Rating level based on all seven elements of the BBBEE scorecard
- b) **Qualifying Small Enterprises – QSE** (i.e. annual turnover >R5 million but <R35 million):
  - Rating based on any four of the elements of the BBBEE scorecard
- c) **Exempted Micro Enterprises – EME** (i.e. annual turnover <R5 million):
  - EMEs are exempted from BBBEE accreditation
  - Automatic rating of Level 4 BBBEE irrespective of race of ownership, i.e. 100% BBBEE recognition
  - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
  - EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%

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

5.3 Respondents will be required to furnish proof of the above to Transnet. (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for BBBEE.

- a) **Turnover:** Kindly indicate your company's annual turnover for the past year  
R.....
- b) If annual turnover <R5m, please attach audited financials.

- c) If annual turnover >R5m please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto.

## 6 SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS

Foreign Respondents' socio-economic obligations under this procurement programme will fall under the associated Government initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises, details of which can be viewed at the Railways and Harbours Supply Chain Association's website, [www.rhsupplychain.com](http://www.rhsupplychain.com)

## 7 COMMUNICATION

- 7.1 Respondents are warned that a response will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 7.2 A respondent may, however, **before the closing date and time**, direct any enquiries relating to the RFP to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFP, communicate with the Secretary of the Transnet Acquisition Council, at telephone number 021 940 3821 or fax no. 011 774 9813 on any matter relating to its RFP response.

## 8 RFP STATUS

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

## 9 INSTRUCTIONS FOR COMPLETING THE RFP

- 9.1 Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- 9.2 Both sets of documents to be submitted to the address specified above.
- 9.3 The following returnable documents must accompany all Proposals:
- Respondent's latest audited financial statements.
  - Respondent's valid Tax Clearance Certificate.
  - a CD copy of the RFP Proposal. *Please provide in MS Word / Excel format, not PDF versions.*

Note : Refer also to "Returnable Documents" in Section 3 – PROPOSAL FORM.

## 10 COMPLIANCE

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

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Respondent's Signature

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Date & Company Stamp



**11 ADDITIONAL NOTES**

- 11.1 All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- 11.2 Respondents are to note that Proposals in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- 11.3 Changes by the Respondent to its submission will not be considered after the closing date
- 11.4 The person or persons signing the Proposal must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Proposal together with their contact details.
- 11.5 All prices must be quoted in South African Rands
- 11.6 Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of work during this process.
- 11.7 ***Unless otherwise expressly stated, all Proposals furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. Transnet reserves the right to reject any or all offers.***

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

**12 DISCLAIMERS**

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

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

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

**13 LEGAL REVIEW**

Any Proposal submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet's Legal Counsel.

Preview Copy Only

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**Respondents to complete this section:**

NAME OF RESPONDENT ..... PHYSICAL ADDRESS ..... .....
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<b>Respondent's contact person</b>
Name.....
Designation.....
Telephone.....
Cell Phone.....
Facsimile.....
Email.....
Website.....

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

**SUBSTANCE ABUSE TESTING**

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations no. **2A "INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace**". Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

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## Section 2

### BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

#### 1. PERIOD OF AGREEMENT

- 1.1. 01 April 2012 and shall continue in force for a period of twelve (24) months until 31 March 2014.
- 1.2. The signing of a contract by the The Blue Train does not confer any right of exclusivity upon the Respondent to be the only temporary employment service provider to the The Blue Train.

#### 2. SERVICE FEES AND CHARGES

- 2.1. **Rates to be set out in Schedule B.** The attached "Rate / Price Structure" (Schedule B) attached must be completed by Respondents and will be valid for the term of this agreement for specific job function and length of assignment. The Rate/Price Structure shall include details of the applicable hourly rates, the amount paid to the employee including hourly rates for overtime and any other additional information/charge relevant to that specific assignment. The annexure shall list each item and specify the applicable amount that is paid in respect thereof.
- 2.2. The total hourly rate must be inclusive of agency fees, UIF, COID, "RSC" and "SETA" levies and other related employee conditions in terms of the current legislation. The Respondent may increase the said fees or components thereof automatically should any amendments to any legislation require such amendment, and this increase shall only be the amount by which the legislation has increased the relevant component of the rate the **Respondent shall furnish to The Blue Train written proof of the increase prior to implementing it.**
- 2.3. All Respondents must submit a standard costing sheet that clearly indicates the (1) remuneration, (2) statutory burdens, (3) optional extras and (4) total cost to The Blue Train. See SCHEDULE B for example
- 2.4. Your hourly rates must include uniform cost of approximately **R1 500.00 per Butler plus UIF, COID, "RSC" and "SETA"** levies and other related employee conditions of the current legislation

#### 3. OVERTIME AND HOURS WORKED ON SUNDAYS AND PUBLIC HOLIDAYS

- 3.1. Payroll rules:
  - 3.1.1. 45 hour compressed working week
  - 3.1.2. Overtime paid at 1.5, over 45 hours per week
  - 3.1.3. Public Holiday paid at double time
  - 3.1.4. Sunday time paid at x 1.5 rates

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Respondent's Signature

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3.1.5. Statutory cost will be provided at 3.1% (excl leave) and includes UIF, Skills Development Levy and COIDA provisions

3.1.6. Annual leave, Sick leave and Family responsibility Leave are provided for at 11.54 %.

**3.2.** Should The Blue Train wish to employ an Assignee in any permanent capacity within The Blue Train, Respondents to advise if a "*Temporary or Permanent*" fee would become due and payable by The Blue Train?

Fee \_\_\_\_\_ (if applicable)

The Blue Train reserves the right to negotiate the fee.

**3.3.** The Blue Train agrees that, should there be increases in statutory wage rates or in any contributions legislation by law (e.g. COID, UIF, BCEA, etc) such increases will lead to increased fees payable by The Blue Train subject to Para 2.2 above of the Requirements and Special terms and conditions

## **5. SPECIAL CONDITIONS**

**5.1. HOME DEPOT** - The home depot for The Blue Train is in Pretoria. Temporary Staff will have to join / board the train in Pretoria

**5.2. REMUNERATION WHILE ON TRAIN** - If temporary staff travels spare back from Point of return to Pretoria (i.e. not assigned to any task) they will only be paid 5 hours for the day for both the Wednesday and Thursday or which ever day of the week it maybe while on the train.

**5.3. REMUNERATION WHILE AWAY FROM HOME DEPOT** - Whilst away from the home depot in Cape Town on an overnight or a weekend the temporary staff will get paid until the train arrives in Cape Town and again when they start working on the Wednesday or Monday morning. There is no book-off's etc.

**5.4. BONUSES** - Temporary staff will not be paid any bonuses by The Blue Train

**5.5. ACCOMMODATION, MEALS WHILE AWAY FORM HOME DEPOT** - The Blue Train will pay for Hotel accommodation and meals.

**5.6.** In the event where the Blue Train needs to travel to an area where there is no hotel accommodation the temporary staff might be required to stay on board the staff accommodation on the Blue Train.

**5.7. TRANSPORT TO AND FROM HOME DEPOT** - In the event of an evening charter and/or late arrival of the normal scheduled train in Pretoria the Respondent will have to arrange and pay for transport for the temporary staff

**5.8. SKILLS, STANDARDS AND RETENTION** – Temporary staff must be trained to The Blue Train standards at the expense of the Broker before they will be permitted to work at the Blue Train. Due to the seasonality of the Blue Train business temporary staff may not work for the Blue Train on a constant basis and it is the responsibility of the Broker to keep the temporary staff busy at other

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assignments to ensure the retention of the skills as the Blue Train cannot start every week with new staff members.

#### **6. ACTS TO COMPLY BY THE CONTRACTOR:**

**The Respondent must observe and ensure compliance with all requirements and obligations as set out in the Labour Legislation of South Africa, *inter alia*, the following**

- 6.1. Skills Development Act, 97 of 1998 ("SDA");**
- 6.2. Employment Equity Act, 55 of 1998 ("EEA");**
- 6.3. Basic Conditions of Employment Act, 75 of 1997 ("BCEA");**
- 6.4. Labour Relations Act, 1995 ("LRA");**
- 6.5. Wage act**
- 6.6. Occupational Health and Safety Act, 85 of 1993 ("OHSA"); and**
- 6.7. Compensation for Occupational Injuries and Diseases Act No 130 of 1993 ("COIDA").**
- 6.8. The Respondent must comply with all labour acts, especially the provisions of section 189 (4) of the LRA plus the Basic Conditions of Employment Act, 1997 (no working of double shifts etc.) AND ANY AMENDMENTS TO THE ABOVE ACTS.**

#### **7. CONTINUITY OF SUPPLY / NOTIFICATION PERIOD**

- 7.1. Staff requirements will be requested from the successful Respondent as and when the need arises.**
- 7.2. Transnet (The Blue Train) reserves the right to place requests for staff requirements until the last day of the contract for services to be effected within the period specified by you beyond expiry date of the contract under the same terms and conditions as agreed upon.**
- 7.3. The Respondent must indicate the notification period required prior to supplying appropriately qualified / skilled staff for an assignment.**

**Notification Period** \_\_\_\_\_

#### **8. CONCESSIONING**

It is hereby recorded that there is a possibility that the Blue Train may be leased / sold to a third party during the term of this contract. Should a contract be concluded with the Respondent, The Blue Train shall ensure that any prospective lessee will be notified of the existence of this contract during the "due diligence" process and it will be included in the aforementioned process. It may be necessary to cede and assign the contract to the lessee, and The Successful Respondent will have to consent to this cession and assignment of the contract and any annexures or schedules hereto."

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

\_\_\_\_\_  
Date & Company Stamp

**9. DISCIPLINARY PROCEDURES**

**9.1.** The Respondent undertakes to put in place a disciplinary code and procedures, and the assignees will be subject to the disciplinary code or procedures of the Respondent and the Respondent agrees to abide by the provisions thereof. If the Respondent has not put in place a disciplinary code and procedures, then it must comply with The Code of Good Practice in Schedule 8 of the Labour Relations Act.

**9.2.** The Respondent will be responsible for the implementation and execution of all disciplinary procedures required.

**4. SCHEDULE B**

**RATE / PRICE STRUCTURE**

**4.1. Fees to be charged**

THE BLUE TRAIN													
GRADE & CLASS	Base Rate per hour	Leave Pay	Sick Leave	Family Resp. Leave	COIDA	UIF	SDL	Bonus	Uniforms	Administration Fee	Total Hourly The Blue Train Rate	Sunday Time The Blue Train Rate	Public Holiday The Blue Train Rate
Warehouse Controller													
Food & Beverage Butler													
Rooms Butler													
Cook													
Sous Chef													
Scullery Hand													
Barman/ Waitron													
Cocktail Barman													

Respondent's Signature

Date & Company Stamp

## 14 EXECUTIVE OVERVIEW

Most Transnet Operating Divisions currently procure their service requirements through a number of service providers. Our objective is to source all activity through a Preferred Supplier(s) capable of servicing all Transnet Operating Divisions in locations around the country. ~~Other key considerations include [-----].~~

~~Transnet is seeking a partner(s) to provide solutions for its [-----] nationally. It also seeks to improve its current processes for provision of these Services to its end user community throughout its locations.~~

The selected service provider(s) will share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contract requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 14.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- 14.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).
- 14.3 Transnet must receive proactive improvements from the Supplier with respect to provision of Services and related processes.
- 14.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- 14.5 Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- 14.6 Transnet must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

## 15 SCOPE OF REQUIREMENTS

Requirements & Special Terms and conditions

## 16 GENERAL INFORMATION

- 16.1 It is required that all Transnet operating divisions will be included in the scope of this Proposal.
- 16.2 The service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 16.3 The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFP.

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Respondent's Signature

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Date & Company Stamp



**17 EXCHANGE AND REMITTANCE**

The attention of the Respondents is specially directed to clause 7 (Exchange and Remittance) of the General Tender Conditions. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder *only if Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal/supplier.*

- 17.1 ZAR 1.00 (South African currency) being equal to ..... (foreign currency)
- 17.2 ..... % in relation to tendered price(s) to be remitted overseas by Transnet.
- 17.3 ..... (Name of country to which payment is to be made)
- 17.4 Beneficiary details:
  - Name (Account holder) .....
  - Bank (Name and branch code) .....
  - Swift code .....
  - Country .....
- 17.5 ..... (Applicable date of Exchange Rate used)

**18 NATIONAL RAILWAY SAFETY REGULATOR ACT**

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

**Accepted:**

YES	
-----	--

NO	
----	--

**19 SERVICE LEVELS**

- 19.1 Experienced national account representative/s to work with Transnet's sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 19.2 Transnet will have quarterly reviews with the Supplier's account representative on an ongoing basis.
- 19.3 Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

Respondent's Signature

Date & Company Stamp

19.4 Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:

- [On-time deliverables]

19.5 Supplier must provide a toll-free number or alternative number for customer service calls.

19.6 Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days' notice to the Supplier.

**Accepted:**

YES	
-----	--

NO	
----	--

**20 CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD**

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

**Accepted:**

YES	
-----	--

NO	
----	--

If "yes", please specify in 8.2 below.

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

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

\_\_\_\_\_  
Date & Company Stamp

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**21 RISK**

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

21.1 quality of the Service(s) provided:

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

21.2 continuity of provision of the Service(s) (refer clause 6.9 of Form US7)::

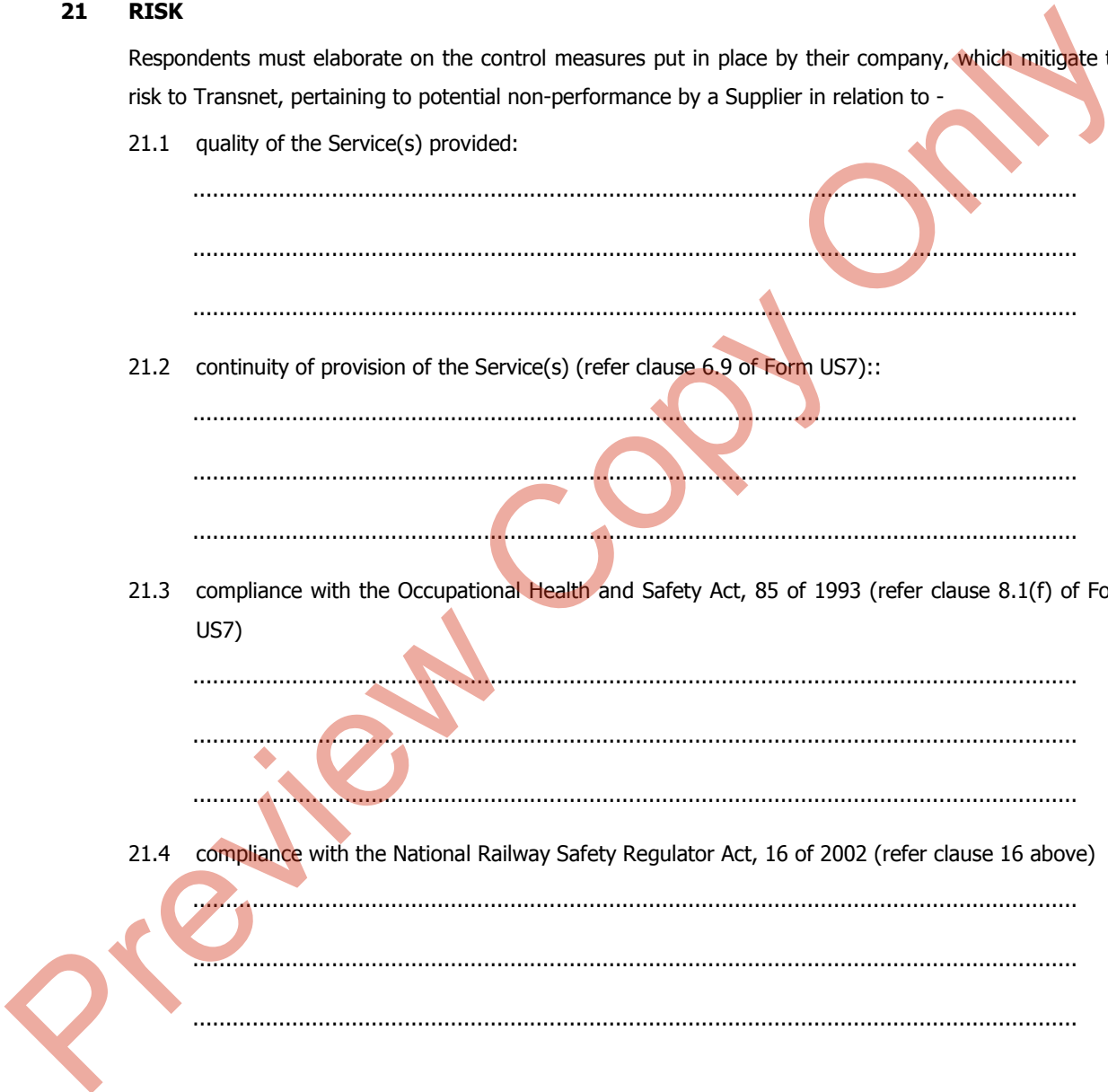
.....  
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21.3 compliance with the Occupational Health and Safety Act, 85 of 1993 (refer clause 8.1(f) of Form US7)

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

21.4 compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 16 above)

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



Respondent's Signature

Date & Company Stamp

**22 REFERENCES**

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

Name of Company	Contact Person	Telephone number

**23 EVALUATION CRITERIA**

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

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical
- Service level guarantees
- An explicit commitment to continuous improvement initiatives
- Compliance - Completeness of your responses and content of the Proposal
- Financial strength
- References
- Fixed price for one year
- BBBEE status of company or CSDP offering
- Compliance with Transnet's Standard Terms and Conditions of Contract
- Qualifications and skills of personnel (previous 5 star establishment experience)

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 Respondent's Signature

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 Date & Company Stamp

### Section 3

#### PROPOSAL FORM

#### FOR THE PROVISION OF SKILLED HOSPITALITY FOR TEMPORARY ONBOARD STAFF FOR THE BLUE TRAIN FOR A PERIOD OF 24 MONTHS (2 YEARS).

I/We \_\_\_\_\_  
 (name of company, close corporation or partnership)  
 of (full address) \_\_\_\_\_

\_\_\_\_\_ carrying on business under style or title of (trading as)

represented by \_\_\_\_\_  
 in my capacity as \_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated \_\_\_\_\_ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of Service Fees in accordance with the terms set forth in the accompanying letter(s) reference \_\_\_\_\_ and dated \_\_\_\_\_ (if any) and the documents listed in the accompanying schedule of RFP documents.

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

- (i) Standard Terms and Conditions of Contract, Form US7 - Services;
- (ii) General Tender Conditions – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Proposal form; and:-

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of the Services within 4 (four) weeks, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any

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

\_\_\_\_\_  
 Date & Company Stamp

expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of 2 years (24 months) only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

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#### **NOTIFICATION OF AWARD OF RFP**

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

#### **VALIDITY PERIOD**

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

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

#### **TAX (VAT) REGISTRATION NUMBER**

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

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#### **TAX CLEARANCE CERTIFICATE**

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

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

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Respondent's Signature

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Date & Company Stamp

**BANKING DETAILS**

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

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

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

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

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

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

- (i) Registration number of company / C.C. ....
- (ii) Registered name of company / C.C. ....
- (iii) Full name(s) of director/member(s):                      Address/Addresses:                      ID Number/s:

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**REGISTRATION CERTIFICATE**

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

**NAME AND ADDRESS OF ACCREDITED AGENT**

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

Name.....

Address.....

.....

\_\_\_\_\_

Respondent’s Signature

\_\_\_\_\_

Date & Company Stamp

**CONFIDENTIALITY**

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

**DISCLOSURE OF PRICES TENDERED**

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

YES		NO	
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**PRICE REVIEW**

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

**RETURNABLE DOCUMENTS**

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

<b>Notice to Bidders – Section 1</b>	✓
<b>Background overview – Section 2</b>	✓
<b>Proposal Form – Section 3</b>	✓
<b>Resolution of Board of Directors (Respondent's Representative) – Section 4</b>	✓
<b>Certificate of Acquaintance with RFP Documents – Section 5</b>	✓
<b>Service Fees and Costs – Section 6</b>	✓
<b>General Tender Conditions – Section 7</b>	✓
<b>Conditions of Contract, Form US7 – Section 8</b>	✓
<b>Audited Financials for previous year</b>	✓
<b>Valid Tax Clearance Certificate</b>	✓
<b>VAT Registration Certificate</b>	✓
<b>BBBEE Accreditation Certificate</b>	✓
<b>Certificate of attendance of RFP Briefing – Section 9</b>	✓
<b>Non-Disclosure Agreement – Section 10</b>	✓
<b>RFP Declaration Form – Section 11</b>	✓

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 Respondent's Signature

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 Date & Company Stamp



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

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2012.

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

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

2 \_\_\_\_\_

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

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

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

\_\_\_\_\_

Respondent's Signature

\_\_\_\_\_

Date & Company Stamp

**Section 4**

**SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS**

**FOR THE PROVISION OF SKILLED HOSPITALITY FOR TEMPORARY ONBOARD STAFF FOR THE BLUE TRAIN FOR A PERIOD OF 24 MONTHS (2 YEARS).**

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

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

FULL NAME(S)	CAPACITY	SIGNATURE
--------------	----------	-----------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY

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

\_\_\_\_\_  
Date & Company Stamp

**Section 5**

**CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS**

**FOR THE PROVISION OF SKILLED HOSPITALITY FOR TEMPORARY ONBOARD STAFF FOR THE BLUE TRAIN FOR A PERIOD OF 24 MONTHS (2 YEARS).**

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

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

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

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2012

WITNESS : \_\_\_\_\_

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

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

\_\_\_\_\_  
Date & Company Stamp

**Section 6**

**SERVICE FEES AND COSTS**

**FOR THE PROVISION OF SKILLED HOSPITALITY FOR TEMPORARY ONBOARD STAFF FOR THE BLUE TRAIN FOR A PERIOD OF 24 MONTHS (2 YEARS).**

4.1.1. Food and Beverage Butler	R .....	Per Hour
4.1.2. Rooms Butler	R .....	Per Hour
4.1.3. Cook	R .....	Per Hour
4.1.4. Sous Chef	R .....	Per Hour
4.1.5. Scullery Hand	R .....	Per Hour
4.1.6. Barman / Waitron	R .....	Per Hour
4.1.7. Cocktail Barman	R .....	Per Hour
4.1.8. Warehouse Controller	R .....	Per Hour

**Total price in words:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Excluding VAT)**

**In the event of any discrepancy, the amount in words will take precedence over the amount in figures.**

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

\_\_\_\_\_  
Date & Company Stamp

**Section 7**

**GENERAL TENDER CONDITIONS - SERVICES**

**FOR THE PROVISION OF SKILLED HOSPITALITY FOR TEMPORARY ONBOARD STAFF FOR THE BLUE TRAIN FOR A PERIOD OF 24 MONTHS (2 YEARS).**

**Refer General Tender Conditions attached hereto.**

Preview Copy Only

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Respondent's Signature

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Date & Company Stamp

**Section 8:****STANDARD TERMS AND CONDITIONS OF CONTRACT  
FOR THE PROVISION OF SERVICES TO TRANSNET****FOR THE PROVISION OF SKILLED HOSPITALITY FOR TEMPORARY ONBOARD STAFF FOR THE BLUE TRAIN FOR A PERIOD OF 24 MONTHS (2 YEARS).****Refer Form US7 attached hereto.****Respondents should note the obligations as set out in****Clause 19 of the General Tender Conditions (Section 7) which reads as follows:**

*"The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - Services, a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents."*

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

**Section 9**

**CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION  
FOR THE PROVISION OF SKILLED HOSPITALITY FOR TEMPORARY ONBOARD STAFF FOR THE BLUE  
TRAIN FOR A PERIOD OF 24 MONTHS (2 YEARS).**

It is hereby certified that -

- 1. ....
- 2. ....

Representative(s) of ..... *(name of company)*

attended the site meeting / briefing session in respect of the proposed Services to be rendered in terms of this RFP on ..... 2012.

.....  
 TRANSNET'S REPRESENTATIVE  
 DATE.....

.....  
 RESPONDENT'S REPRESENTATIVE  
 DATE.....



Respondent's Signature

Date & Company Stamp

**Section 10:**

**NON-DISCLOSURE AGREEMENT ("NDA")**

**FOR THE PROVISION OF SKILLED HOSPITALITY FOR TEMPORARY ONBOARD STAFF FOR THE BLUE TRAIN FOR A PERIOD OF 24 MONTHS (2 YEARS).**

**Complete and sign the Non-Disclosure Agreement attached hereto**

Preview Copy Only

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Respondent's Signature

---

Date & Company Stamp



**Section 11**

**RFP DECLARATION FORM**

**FOR THE PROVISION OF SKILLED HOSPITALITY FOR TEMPORARY ONBOARD STAFF FOR THE BLUE TRAIN FOR A PERIOD OF 24 MONTHS (2 YEARS).**

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

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

1. Transnet has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[delete this paragraph if not applicable]*

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

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Date & Company Stamp

6. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2012

For and on behalf of ..... duly authorised thereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Place:	Place:

Preview Copy Only

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

\_\_\_\_\_  
Date & Company Stamp