

TRANSNET FOUNDATION A UNIT OF TRANSNET LIMITED

(Registration No. 1990/000900/06)

**REQUEST FOR PROPOSALS ("RFP") FOR THE PROVISION OF CATERING SERVICES TO THE SAFA/TRANSNET SCHOOL OF EXCELLENCE**

RFP NUMBER: GSM/09/11/0188  
ISSUE DATE: 01<sup>st</sup> of March 2010  
CLOSING DATE: 16<sup>th</sup> of March 2010  
CLOSING TIME: 10h00

**PREVIEW COPY ONLY**

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Respondent's Signature

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Date & Company Stamp

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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 persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the aforementioned requirement to the SAFA/Transnet School of Excellence. The RFP Documents are obtainable from Thulani L Mtshwene or Naseema Khan on the 37<sup>th</sup> floor of the Carlton Centre, located at 150 Commissioner Street, Johannesburg, 2001. The documents may only be collected after a fee of R 250.00 (Vat Inclusive) has been paid to Mr. Ronaldo Taljaard who is on the 44<sup>th</sup> floor of the Carlton Centre.

#### NOTES –

- a) The payable amount is not refundable.
- b) Proof of payment made must be presented when collecting the RFP documents.
- c) RFP documents will only be available until the 12<sup>th</sup> of March 2010.

### 2 FORMAL BRIEFING

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

Name: Thulani L Mtshwene  
 Division: Strategic Supply Management  
 Email: Thulani L Mtshwene  
 Tel: (011) 308 1978

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) on or before the 12<sup>th</sup> of March 2010. Respondents must also forward their contact details on or before the said date.

### 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: GSM/09/11/0188  
 Description: REQUEST FOR PROPOSALS ("RFP") FOR THE PROVISION OF CATERING SERVICES TO THE SAFA/TRANSNET SCHOOL OF EXCELLENCE

Respondent's Signature

Date & Company Stamp

Closing date and time: 16<sup>th</sup> of March 2010 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 7784, Johannesburg 2000 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, Office Block, Carlton Centre, 150 Commissioner Street, Johannesburg, and should be addressed as follows:

THE SECRETARY  
 TRANSNET ACQUISITION COUNCIL  
 CARLTON CENTRE  
 TENDER BOX  
 OFFICE BLOCK FOYER  
 150 COMMISSIONER STREET  
 JOHANNESBURG

- 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.
- 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  
 37TH FLOOR  
 CARLTON CENTRE  
 OFFICE BLOCK  
 150 COMMISSIONER STREET  
 JOHANNESBURG

4.4 Please note that this RFP closes punctually at 10:00 on Thursday the 16<sup>th</sup> of March 2010.

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.

## **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 in excess of R30 000 will be evaluated accordingly. All transactions below R30 000 will as far as possible be earmarked for EMEs.

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 (Dti)).

In terms of Government Gazette No 32476, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE Accreditation Certificates issued by SANAS approved Verification Agencies will be valid. However Accreditation Certificates issued before 1 February 2010, 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 1 February 2010 by a Verification Agency which has not been approved by SANAS will be acceptable as from the 1 February 2010.

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Respondent's Signature

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Date & Company Stamp

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
  - EMEs 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 sub-contractor(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 The Dti has also contracted with B1SA (Pty) Ltd to create a national database of BBBEE enterprises. It will therefore be in the best interest of BBBEE enterprises, and they are accordingly encouraged to register themselves with B1SA (Pty) Ltd, immediately after their SANAS approved verification agency has issued their verification certificate. Not only will their name and BBBEE recognition level be published on the National BBBEE Database but other potential clients in the private sector requiring a particular commodity / service may source them from suppliers registered on this National Database.

5.4 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.

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Respondent's Signature

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Date & Company Stamp

## 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.

## 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.
  - Workman's compensation certificate
  - Unemployment Insurance fund certificate
  - Certificate of Acceptability
  - 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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Respondent's Signature

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Date & Company Stamp



**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.

**Respondents to complete this section:**

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

<b>Respondent’s contact person</b>	
Name.....	.....
Designation.....	.....
Telephone.....	.....
Cell Phone.....	.....
Facsimile.....	.....
Email.....	.....
Website.....	.....

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**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**

\_\_\_\_\_  
Respondent’s Signature

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

## SECTION 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

### 1 BACKGROUND

The SAFA/ Transnet School of Excellence is an initiative that was initiated by Transnet. The South African Football Association was invited to partner with Transnet in 2001. The school aims at nurturing football skills and harnessing young talent through in house training.

The school needs to enlist the services of a capable caterer who will serve meals to the students for a period of 24 months. The contract is anticipated to commence in or around January 2010.

### 2 SCOPE OF REQUIREMENTS

The caterer is expected to provide daily meals at the institution to approximately 120 soccer students. The meals will comprise of breakfast, full lunch, full dinner, 2 x snacks and lunch packs (on match days). The daily meals must be provided on or about the following timeframes:

Breakfast: 06:30 – 07:30

Lunch: 12:00 – 12:50

Afternoon Snack: 14:00

Dinner: 17:30 – 18:15

The evening snack is to be served on or about 21:00. The meal times for public holidays and weekends are subject to adjustments as decided upon by the house father, principal of the school, head coach and/or the catering manager. The respondents are further advised that should they emerge successful they will be expected to cater for theme evenings which are to be held once every calendar month and for excursion trip(s) that are to be held quarterly.

Caterers are expected to make use of their own stationery and technical equipment(s) an example of which will be photo copiers, facsimile machines, computers and *etcetera*.

### 3 GENERAL INFORMATION

- 3.1 The caterer(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 3.2 The caterer(s) must ensure that its catering staff compliment is qualified to undertake the intended project.
- 3.3 The caterer(s) must have amongst its staff compliment a qualified dietician who is to evaluate the students' dietary needs.
- 3.4 The caterer(s) must provide the identified information requested and comply with the requirements stated in this RFP document.

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Respondent's Signature

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Date & Company Stamp

- 3.5 Any changes to the menu have to be communicated to the principal at least 24 hours before concerned meals are to be served.
- 3.6 The caterer and its employees will have to adhere to the rules of the SAFA/Transnet School of Excellence whenever they are in the school's premises.
- 3.7 Respondents must be in possession of Food Service Certificates.
- 3.8 The caterer must ensure that its employees have a uniform dress code with which they are to be identified; the said uniform dress code has to comply with safety standards.
- 3.9 The caterer must ensure that only SABS approved products, equipment, clothing and *etcetera* is used.
- 3.10 The caterer must at all times keep a first aid kit within the area it is to operate in.
- 3.11 The caterer will be expected to provide its own cleaning material(s), products and equipment(s) except crockery and equipment such as stoves, cutlery and ovens.
- 3.12 Only 1<sup>st</sup> grade fruit(s) and vegetables are to be served.
- 3.13 Only A grade meat cuts, fish and chicken are to be served.

**4 SERVICE LEVELS**

- 4.1 Experienced account representative/s to work with Transnet's sourcing/procurement department. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 4.2 Transnet will have quarterly reviews with the Supplier's account representative on an ongoing basis.
  - a) Supplier guarantees that it will achieve a 95% service level. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 5% rebate on fees payable in the next quarter.
- 4.3 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	
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NO	
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**5 CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD**

- 5.1 Respondents shall indicate whether they are committed to participate in the continuous improvement initiatives of Transnet to reduce the overall cost for the duration of the contract.

**Accepted:**

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

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

YES	
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NO	
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If "yes", please specify in 8.2 below.

5.2 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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**6 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 -

6.1 Quality of the Service(s) provided:

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

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

6.2 Safety Measures:

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

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**7 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

**8 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 and Additional value-added service
- Compliance - Completeness of your responses and content of the Proposal
- Financial strength
- References
- Fixed price for one year
- BBBEE status of company, Community Development Initiatives or CSDP offering

Respondent's Signature

Date & Company Stamp

**SECTION 3: PROPOSAL FORM**

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

(name of company, close corporation or partnership)

of (full address) \_\_\_\_\_

\_\_\_\_\_

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

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated \_\_\_\_\_ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned 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 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 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.

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

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

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

#### **TAX CLEARANCE CERTIFICATE**

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

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

#### **BANKING DETAILS**

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

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

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

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

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 *domicillium citandi et executandi* in terms of the Standard Terms and Conditions of Contract, Form US7 – Services.

Name.....

Address.....

.....

**CONFIDENTIALITY**

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services,

\_\_\_\_\_  
Respondent’s Signature

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



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 or Member(s) (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>Non-Disclosure Agreement – Section 9</b>	✓
<b>RFP Declaration Form – Section 10</b>	✓

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

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

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

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2009.

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

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

2 \_\_\_\_\_

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

**PREVIEW COPY ONLY**

\_\_\_\_\_

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

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

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

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

**SECTION 4: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS OR MEMBER(S)**

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

It was resolved at a meeting of the Board of Directors or Member(s) 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 or Services.

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

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

**PREVIEW COPY ONLY**

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

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

**SECTION 5: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS**

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 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 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 \_\_\_\_\_ 2009

WITNESS : \_\_\_\_\_  
SIGNATURE OF RESPONDENT

PRIEVIEW COPY ONLY

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

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

**SECTION 6: SERVICE FEES AND COSTS**

PRIEVIEW COPY ONLY

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Respondent's Signature

---

Date & Company Stamp

**SECTION 7: GENERAL TENDER CONDITIONS - SERVICES**

**Refer General Tender Conditions attached hereto.**

**PREVIEW COPY ONLY**

---

Respondent's Signature

---

Date & Company Stamp

**SECTION 8: STANDARD TERMS AND CONDITIONS OF CONTRACT  
FOR THE PROVISION OF SERVICES TO TRANSNET**

**Refer Form US7 attached hereto.**

**PREVIEW COPY ONLY**

---

Respondent's Signature

---

Date & Company Stamp

**SECTION 9: NON-DISCLOSURE AGREEMENT ("NDA")**

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

**PREVIEW COPY ONLY**

---

Respondent's Signature

---

Date & Company Stamp



**SECTION 10: RFP DECLARATION FORM**

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:

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 \_\_\_\_\_ 2009

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

PRIEVIEW COPY ONLY

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Respondent's Signature

---

Date & Company Stamp

PRIEVIEW COPY ONLY

---

Respondent's Signature

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Date & Company Stamp