



Transnet Freight Rail
an Operating Division of
TRANSNET LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR PROPOSAL (“RFP”)

RFP NUMBER HOAC_HO_000005711

**SUPPLY OF RETARDER SPARES AT SENTRARAND
FOR A PERIOD OF 2 YEARS**

ISSUE DATE : 15th February 2010
CLOSING DATE : 9th March 2010
CLOSING TIME : 10h00

Please note that late responses and those delivered or posted to the incorrect address will be disqualified.



RFP NUMBER HOAC_HO_000005711
SUPPLY OF RETARDER SPARES AT SENTRARAND
FOR A PERIOD OF 2 YEARS

SCHEDULE OF DOCUMENTS

Section

- 1. Notice to Bidders**
 - 2. Background, Overview and Scope of Requirements**
 - 3. Proposal Form**
 - 4. Resolution of Board of Directors (Respondent's Representative)**
 - 5. Certificate of Acquaintance with RFP Documents**
 - 6. Pricing and Delivery Schedule**
 - 7. General Tender Conditions (CSS5 – Goods)**
 - 8. Standard Terms and Conditions of Contract (US7 - Goods)**
 - 9. Specifications and Drawings**
 - 10. Non-Disclosure Agreement**
 - 11. Code of conduct**
- Annexure A – Socio-Economic Obligations (CSDP)**



SECTION 1

RFP NUMBER HOAC_HO_0000005711

SUPPLY OF RETARDER SPARES AT SENTRARAND FOR A PERIOD OF 2 YEARS

NOTICE TO BIDDERS

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

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

OR

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

On or after 15th February 2010 the RFP documents may be inspected at, and are obtainable from the Transnet Tender Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington Road, Parktown, Johannesburg, on payment of an amount of R500.00 per set. Payments is to be made to Transnet Freight Rail, Standard Bank, Account number 203158598, Branch Code 004805. The deposit slip must reflect RFP TFRAC_HO_5711 and the Company Name. Receipt/s to be presented prior to collection of the tenders.

2. 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 : Sarah Assegaai
Division : Transnet Freight Rail (Supply Chain Services)
Email : Sarah.assegaai@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 8 March 2010.

OR



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

RFP No	: HOAC_HO_000005711
Description	: Supply of Retarder Spares
Closing date and time	:9th March 2010
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 Freight Rail Acquisition Council, P.O. Box 4244, 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, Inyanda 1 , Ground Floor , 21 Wellington Road , Parktown , Johannesburg, and should be addressed as follows:

**THE SECRETARY
 TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
 GROUND FLOOR
 TENDER BOX
 21 WELLINGTON ROAD
 INYANDA HOUSE
 PARKTOWN
 JOHANNESBURG**

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

It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

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

**THE SECRETARY
 TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
 GROUND FLOOR
 TENDER BOX
 21 WELLINGTON ROAD
 INYANDA HOUSE
 PARKTOWN
 JOHANNESBURG**

5. Please note that this RFP closes punctually at 10:00 on Monday 8th March 2010.



6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFP other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

Transnet fully endorses and supports the 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 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this threshold will, as far as possible, be set aside for Exempted Micro Enterprises (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 available who do their BBBEE ratings in accordance with the **latest Codes (i.e. those promulgated on 9 February 2007)**.

Although no agencies have, as yet, been accredited by SANAS (South African National Accreditation System), Transnet will, in the interim, accept rating certificates of Respondents who have been verified by agencies who do their BBBEE ratings in accordance with the latest Codes as promulgated on 9 February 2007. This will be an interim arrangement only until such time as the SANAS List has been approved by the DTI. (Certificates are valid for a period of one year only).

12.1 Enterprises will be rated by such agency 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%
- 12.2 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.
- 12.3 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.

Turnover : Kindly indicate your company's annual turnover for the past year R.....

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

13. SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS

Foreign Respondents' socio-economic obligations under this procurement programme will fall under the associated Government initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises, details of which are appended hereto at Annexure A.

14. COMMUNICATION

Respondents are warned that a response will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFP to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFP, communicate with the Secretary of the Transnet Freight Rail Acquisition Council, at telephone number 011 544 9486 / 3522 or fax no. 011 774 9760 on any matter relating to its RFP response.



15. RFP SCHEDULE

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

16. INSTRUCTIONS FOR COMPLETING THE RFP

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

17. COMPLIANCE

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

18. ADDITIONAL NOTES:

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Proposal must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Proposal together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of manufacture (works) during this process.

NB: Unless otherwise expressly stated, all Proposals furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. Transnet reserves the right to reject any or all offers.

<p>FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS MAY RESULT IN A PROPOSAL BEING REJECTED</p>

19. DISCLAIMERS

Respondent's Signature

Date and Company Stamp



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

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

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

20. LEGAL REVIEW

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

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Respondents to complete this section:

NAME OF RESPONDENT

PHYSICAL ADDRESS

.....

Respondent's contact person:

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 and Company Stamp



SECTION 2

RFP NUMBER HOAC_HO_000005711

SUPPLY OF RETARDER SPARES FOR A PERIOD OF 2 YEARS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND

Seeking proposal and ultimately appoint service provider(s) for Retarder Spares

2. EXECUTIVE OVERVIEW

Transnet Freight Rail currently procure their Retarder Spares requirements through a number of service providers. Our objective is to source all activity through a Supplier(s) capable of servicing Transnet Freight Rail in Isando Depot.

Transnet is seeking a partner(s) to provide solutions for its Retarder Spares at Isando Depot. It also seeks to improve its current processes for providing these Goods 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:

- Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).
- Transnet must receive proactive improvements from the Supplier with respect to supply of Goods and related processes.
- Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.



- Transnet end users must be able to rely on the chosen Supplier’s personnel for service enquiries, recommendations and substitutions.
- Transnet must reduce costs by streamlining its acquisition of Goods, including managed service processes on a Group basis.

3. SCOPE OF REQUIREMENTS

Supply Retarder Spares on as when required basis for two years

4. GENERAL INFORMATION

It is required that Transnet Freight Rail will be included in the scope of this Proposal.

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

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

5. AS AND WHEN CONTRACTS

Purchase orders will be placed on the successful Respondents from time to time as and when supplies are required.

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.

The Respondents must indicate hereunder the combined manufacturing and delivery lead time for delivery of the Goods /products/material to end destination in the Republic of South Africa, calculated as from the 7th (seventh) day after the date of the relevant purchase order:

RFP ITEM NUMBER	MANUFACTURING & DELIVERY LEAD TIME
1.	(weeks/months)
2.	(weeks/months)
3.	(weeks/months)
4.	(weeks/months)
5.	(weeks/months)
6.	(weeks/months)
7.	(weeks/months)
8.	(weeks/months)
9.	(weeks/months)



10.	.....	(weeks/months)
11.	.....	(weeks/months)
12.	.....	(weeks/months)
13.	.....	(weeks/months)
14.	.....	(weeks/months)
15.	.....	(weeks/months)
16.	.....	(weeks/months)
17.	.....	(weeks/months)
18.	.....	(weeks/months)
19.	.....	(weeks/months)
20.	.....	(weeks/months)
21.	.....	(weeks/months)
22.	.....	(weeks/months)
23.	.....	(weeks/months)
24.	.....	(weeks/months)
25.	.....	(weeks/months)
26.	.....	(weeks/months)
27.	.....	(weeks/months)
28.	.....	(weeks/months)
29.	.....	(weeks/months)
30.	.....	(weeks/months)
31.	.....	(weeks/months)
32.	.....	(weeks/months)
33.	(weeks/months)
34.	(weeks/months)
35.	(weeks/months)
36.	(weeks/months)
37.	(weeks/months)
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39.	(weeks/months)
40.	(weeks/months)

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41.	(weeks/months)
42.	(weeks/months)
43.	(weeks/months)
44.	(weeks/months)
45.	(weeks/months)
46.	.....	(weeks/months)
47.	.....	(weeks/months)
48.	.....	(weeks/months)
49.	.....	(weeks/months)

- (i) 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.
- (ii) 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 with the Supplier being held liable for all expenses incurred, eg. railage charges, handling charges, etc., both ways.

If the delivery period(s) offered by the Respondents is/are subject to a maximum monthly production capacity, full particulars must be indicated hereunder:

RFP ITEM NUMBER	MAXIMUM MONTHLY PRODUCTION CAPACITY
1. (weeks/months)
2. (weeks/months)
3. (weeks/months)
4. (weeks/months)
5. (weeks/months)
6. (weeks/months)
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12. (weeks/months)
13. (weeks/months)



14.	(weeks/months)
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41.	(weeks/months)
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45.	(weeks/months)
46.	(weeks/months)
47.	(weeks/months)
48.	(weeks/months)
49.	(weeks/months)

(If there is insufficient space above to accommodate all the items concerned, a separate statement containing the details must be submitted).

The Respondents must state hereunder the annual holiday closedown period and whether this period has been included in the delivery lead time offered

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The Respondent is to furnish the following information:

What action does the Respondent propose to take to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which would ordinarily occur within the stated delivery period:

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6. RESPONDENT'S SAMPLES

Only in cases when the Respondent submits a sample(s) of the Goods/products/material tendered for by it, the sample(s) must be forwarded on or before the deadline date to the addressee hereunder:

Hendrik Esterhuysen / Phillip Visser
 1 Anvil Street
 Isando
 011 570 7003

The sample(s) must be clearly marked with the reference number of this RFP and the names and addresses of both the Respondent and the manufacturer.

FAILURE TO SUBMIT THE SAMPLE(S) IN DUE TIME MAY RESULT IN A PROPOSAL BEING REJECTED. PROPOSALS MUST UNDER NO CIRCUMSTANCES BE INCLUDED IN THE PACKAGE CONTAINING A SAMPLE(S).



The Respondents must state the following:

(i) Has/have a sample(s) been submitted?

(ii) How and to whom forwarded?

(iii) Date of dispatch

7. PRE-PRODUCTION SAMPLES/PROTOTYPES

Only in cases when a pre-production sample(s) / prototype(s) is/are called for, the Respondent should state here the date required to deliver the necessary pre-production samples(s)/prototype(s) calculated as from the date of notification of acceptance of the Proposal by Transnet:

NB : Purchase Orders will be placed on the Supplier(s) only after the date of approval of the pre-production sample(s).

State the number of days/weeks/months after which delivery would commence subject to Transnet's approval of the pre-production sample(s)/prototype(s), calculated as from the date of such approval:

8. MANUFACTURERS

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

(i) LOCAL MANUFACTURER(S):

RFP ITEM NO.	NAME	ADDRESS (IN FULL)
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(ii) FOREIGN MANUFACTURER(S):

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

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

(i) LOCAL MANUFACTURER(S):

RFP ITEM NO.	NAME	ADDRESS (IN FULL)
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_____ Respondent's Signature

_____ Date and Company Stamp



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(ii) FOREIGN MANUFACTURER(S):

RFP ITEM NO.	NAME	ADDRESS (IN FULL)
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10. IMPORTED CONTENT

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

RFP ITEM NO.	PORTION OF THE PRICE	COUNTRY REPRESENTING THE IMPORTED CONTENT
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Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

11. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 (*Exchange and Remittance*) of the General Tender Conditions Form CSS5. 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.

(a) ZAR1.00 (South African currency) being equal to (foreign currency).
.....% in relation to tendered price(s) (.....) to be remitted overseas by Transnet.



(b) (Name of country to which payment is to be made)

(c) Beneficiary details :

Name (Account holder)

Bank (Name and branch code).....

Swift code

Country

(d) (Applicable date of Exchange Rate used)

12. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the **National Railway Safety Regulator Act, 16 of 2002**, the successful Respondent (the “Supplier”) shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in Section 9 (*Specifications and Drawings*) of this RFP, and shall thereby adhere to railway safety requirements and/or regulations. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

YES	
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NO	
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13. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet’s sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier’s account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly sales payable in the next quarter:



- Pick perfect rate/quantity/specifications
- On-time delivery
- RetSupplier must provide a toll-free number or alternative number for customer service calls.
- Supplier will pay all costs for returns (shipping, restocking, etc.) as long as materials are in resalable condition. Time limitation on returns will be 14 (fourteen) working days from date of delivery unless the product needs to be shipped back to original manufacturer either for repair or replacement, and then another future reasonable date shall be determined.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days' notice to the Supplier.

Accepted:

YES	NO
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14. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

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

Accepted:

YES	NO
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If "yes", please specify.

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

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15. RISK

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

(i) quality and specification of Goods delivered:

.....

.....

.....

.....

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

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.....

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

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

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16. 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

17. EVALUATION CRITERIA

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

- Pricing - Whilst not the sole factor for consideration, competitive pricing and overall level of discounts will be critical in indicating how much you value Transnet's business
- Service level guarantees
- Ordering process and reporting to capture, properly discount, and report all Transnet spend.
- Compliance - Completeness of your responses and content of the Proposal will be considered
- Financial strength
- References



- Fixed pricing for one year
- BBBEE status of company and/or Social Obligations (CSDP)
- Additional value-added services
- Technical (Compliance to Transnet Freight Rail requirements)

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SECTION 3

RFP NUMBER HOAC_HO_000005711

**SUPPLY OF RETARDER SPARES
FOR A PERIOD OF 2 YEARS**

PROPOSAL FORM

I/We _____
(name of company, close corporation or partnership)

of (full address) _____

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

represented by _____

in my capacity as _____

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

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

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

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

Respondent's Signature

Date and Company Stamp



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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Goods within 4 (four) weeks, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

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

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

Four horizontal lines for signature.

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:

TAX CLEARANCE CERTIFICATE

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

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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

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

(i) Registration number of company / C.C.

(ii) Registered name of company / C.C.

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

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

REGISTRATION CERTIFICATE

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

Respondent’s Signature

Date and Company Stamp



NAME AND ADDRESS OF ACCREDITED AGENT

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

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

CONFIDENTIALITY

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

DISCLOSURE OF PRICES TENDERED

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

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

DECLARATION

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

YES		NO	
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If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

Respondent’s Signature

Date and Company Stamp



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

PRICE REVIEW

**THE SECRETARY
 TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
 GROUND FLOOR
 TENDER BOX
 21 WELLINGTON ROAD
 INYANDA HOUSE
 PARKTOWN
 JOHANNESBURG**

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):

Notice to Bidders – Section 1	√
Background overview – Section 2	√
Proposal Form – Section 3	√
Resolution of Board of Directors (Respondent's Representative) – Section 4	√
Certificate of Acquaintance with RFP Documents – Section 5	√
Pricing & Delivery Schedule – Section 6	√
General Tender Conditions, Form CSS5 – Section 7	√
Conditions of Contract, Form US7 – Section 8	√
Audited Financials for previous year	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate	√
Specifications and Drawings – Section 9	√
Non-Disclosure Agreement – Section 10	√
Code of Conduct – Section 11	
Annexure A – Social Obligations (CSDP)	√



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

PREVIEW COPY ONLY

Respondent's Signature

Date and Company Stamp



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

SIGNED at _____ on this _____ day of _____ 2010.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1 _____ 1 _____

2 _____ 2 _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

PRIEVIEW COPY ONLY



SECTION 4

RFP NUMBER HOAC_HO_000005711

**SUPPLY OF RETARDER SPARES
FOR A PERIOD OF 2 YEARS**

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

NAME OF COMPANY: _____

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

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

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

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY



SECTION 5

RFP NUMBER HOAC_HO_000005711

**SUPPLY OF RETARDER SPARES
FOR A PERIOD OF 2 YEARS**

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 _____ 2010

WITNESS : _____

SIGNATURE OF RESPONDENT



SECTION 6

RFP NUMBER HOAC_HO_000005711

SUPPLY OF RETARDER SPARES
FOR A PERIOD OF 2 YEARS

PRICING & DELIVERY SCHEDULE

PREVIEW COPY ONLY



SECTION 7

RFP NUMBER HOAC_HO_000005711

**SUPPLY OF RETARDER SPARES
FOR A PERIOD OF 2 YEARS**

GENERAL TENDER CONDITIONS - GOODS

Refer Form CSS5 attached hereto

PREVIEW COPY ONLY



SECTION 8

RFP NUMBER HOAC_HO_000005711

SUPPLY OF RETARDER SPARES
FOR A PERIOD OF 2 YEARS

STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE SUPPLY OF GOODS TO TRANSNET

Refer Form US7 attached hereto.

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

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

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

Respondent's Signature

44

Date and Company Stamp



SECTION 9

RFP NUMBER HOAC_HO_000005711

**SUPPLY OF RETARDER SPARES
FOR A PERIOD OF 2 YEARS**

SPECIFICATIONS AND DRAWINGS

PREVIEW COPY ONLY



SECTION 10

RFP NUMBER HOAC_HO_000005711

SUPPLY OF RETARDER SPARES
FOR A PERIOD OF 2 YEARS

NON-DISCLOSURE AGREEMENT (“NDA”)

Complete and sign NDA attached hereto

PREVIEW COPY ONLY

Respondent's Signature

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Date and Company Stamp