



TRANSNET LIMITED

(Registration No. 1990/000900/06)

REQUEST FOR PROPOSALS ("RFP") FOR THE PROVISION OF FIXED TERM SAP
SUPPORT CONSULTANTS TO THE TRANSNET SAP SUPPORT CENTRE

RFP NUMBER: GSM 10/01/10193
ISSUE DATE: 18TH January, 2010
CLOSING DATE: 2nd February, 2010
CLOSING TIME: 10h00

PRIEVIEW COPY ONLY

SCHEDULE OF DOCUMENTS

SECTION 1: NOTICE TO BIDDERS	3
1 PROPOSAL REQUEST	3
2 FORMAL BRIEFING	3
3 PROPOSAL SUBMISSION.....	3
4 DELIVERY INSTRUCTIONS FOR THIS RFP	4
5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE").....	5
6 SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS.....	7
7 COMMUNICATION	7
8 RFP STATUS	7
9 INSTRUCTIONS FOR COMPLETING THE RFP	7
10 COMPLIANCE.....	7
11 ADDITIONAL NOTES.....	8
12 DISCLAIMERS.....	8
13 LEGAL REVIEW	9
SECTION 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS	10
1 BACKGROUND	10
2 EXECUTIVE OVERVIEW.....	11
3 SCOPE OF REQUIREMENTS.....	11
4 EXCHANGE AND REMITTANCE	15
5 SERVICE LEVELS.....	15
6 CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD	16
7 RISK.....	17
8 REFERENCES.....	17
9 EVALUATION CRITERIA	17
SECTION 3: PROPOSAL FORM	18
SECTION 4: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS	24
SECTION 5: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS	25
SECTION 6: SERVICE FEES AND COSTS	26
SECTION 7: GENERAL TENDER CONDITIONS - SERVICES	27
SECTION 8: STANDARD TERMS AND CONDITIONS OF CONTRACT	28
SECTION 09: NON-DISCLOSURE AGREEMENT ("NDA")	29
SECTION 10: RFP DECLARATION FORM	30

Respondent's Signature

Date & Company Stamp

SECTION 1: NOTICE TO BIDDERS

1 PROPOSAL REQUEST

Proposals are requested from interested companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the aforementioned requirement to Transnet. RFP documents are obtainable from **Thulani Mtshwene** situated on the 37th Floor of the Carlton Centre which is at 150 Commissioner Street, Johannesburg, 2001. The RFP document may only be issued after a prospective bidder has paid an amount of **R1000.00 to Sizwe Mhlauli** who is on the 44th Floor of the Carlton Centre.

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 the 29th January, 2010 at 15H30.

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 indicated below before the 29th January, 2010 at 15H30:

Name: Raj Ramlaul
Division: Strategic Supply Management
Email: raj.ramlaul@transnet.net

In the interest of fairness and transparency any information that has been given to any party or any response(s) to clarify seeking question(s) will then be made available to 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 the **29th January, 2010**.

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 10/01/10193
Description: REQUEST FOR PROPOSALS ("RFP") FOR THE PROVISION OF FIXED TERM SAP SUPPORT CONSULTANTS TO THE SAP SUPPORT CENTRE

Respondent's Signature

Date & Company Stamp

Closing date and time: **2nd February, 2010 at 10h00**
Closing address (refer options paragraph 4 below)

4 DELIVERY INSTRUCTIONS FOR THIS RFP

16.5 **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.

16.5 **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.

16.5 **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

16.5 Please note that this RFP closes punctually at **10:00 on Tuesday 2nd February, 2010.**

16.5 If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."

16.5 **No email or facsimile responses will be considered.**

Respondent's Signature

Date & Company Stamp

- 16.5 The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 16.5 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.
- 16.5 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.**
- 16.5 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 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).

Respondent's Signature

Date & Company Stamp

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.

16.5 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%

16.5 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.

16.5 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.

16.5 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.....

Respondent's Signature

Date & Company Stamp

- 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

7 COMMUNICATION

- 16.5 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.
- 16.5 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

- 16.5 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.
- 16.5 Both sets of documents to be submitted to the address specified above.
- 16.5 The following returnable documents must accompany all Proposals:
 - a) Respondent's latest audited financial statements.
 - b) Respondent's valid Tax Clearance Certificate.
 - c) 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.

11 ADDITIONAL NOTES

- 16.5 All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- 16.5 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
- 16.5 Changes by the Respondent to its submission will not be considered after the closing date
- 16.5 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.
- 16.5 All prices must be quoted in South African Rands
- 16.5 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.
- 16.5 **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:

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

Respondent's Signature

Date & Company Stamp

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.

Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

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

PREVIEW COPY ONLY

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

14 BACKGROUND

Transnet has implemented SAP ECC 6.0 and SAP BW 7.0 to manage all administrative functions as well as address all its reporting requirements. This is in addition to its legacy SAP HR 4.6c system for Human Resources management (which will be replaced by SAP HCM in a staggered rollout between June 2010 and March 2011). The systems have been implemented and are stable and include the following modules;

- Financial Management (FI),
- Controlling (CO),
- Material Management (MM),
- Plant Maintenance (PM),
- Sales and Distribution (SD),
- Human Resources (HR – 4.6C),
- Customer Relationship Management (CRM),
- Real Estate (RE),
- SAP Strategy Management (SSM),
- Environment, Health and Safety (EH&S),
- Project System/Investment Management (PS/IM),
- Governance, Risk and Compliance (GRC),
- Document Management System (DMS),
- Customer Lifecycle Management (CLM),
- SAP BW (including BPS and BCS),
- Technical Support (Basis, XI, Portals, Workflow, ABAP)
- Authorisations,
- Solution Manager

In addition, new functionality within SAP HCM is being deployed and resources are required to have the appropriate skills in this area. Also required is an administrator and Team Manager to oversee all contractual and management functions working in conjunction with the SAP CoE Manager.

15 EXECUTIVE OVERVIEW

Transnet is seeking a service provider to provide skilled resources for its SAP ECC, additional modules and BW environment (as listed above). 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:

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

The selected service provider must, in conjunction with the incumbent, develop a transition plan to ensure a smooth hand over of all activities from the incumbent over a period of no more than three months. The cost of this transition plan will be borne by the selected service provider and this must form part of the proposal submitted.

16 SCOPE OF REQUIREMENTS

Transnet requires the services of fixed term SAP Support consultants to provide end user support to users across the company. The initial period of which will be for 24 months, with the option of renewal for a further 12 months, subject to business requirements and vendor performance and service levels. This support is primarily transactional in nature based on the business processes as defined by the business. The support resources are also required to prepare and deliver training to users as required by the training schedules for existing and new users. Basic configuration skills are required to enable minor system enhancements as well as conduct systems testing.

Respondent's Signature

Date & Company Stamp

16.5 Basic Support Functions:

- (i) Telephonic support of end users (advising end users on correct transaction processing)
- (ii) Prepare training material
- (iii) Schedule training (in conjunction with Training Department)
- (iv) Deliver end user training
- (v) Basic systems enhancements e.g. new reports, minor changes to business processes
- (vi) Conduct system testing for patch/support pack upgrades
- (vii) Implementation of new (information system) initiatives
- (viii) SAP data audit policies and procedures
- (ix) Business Area Super users

16.5 Enhanced Support Functions:

- (i) Identify, suggest and design process improvements and enable with appropriate system
- (ii) Develop knowledge of SAP to identify alternative methods and functionality
- (iii) Ongoing discussions with users to validate effective use of the existing procedures
- (iv) Ongoing discussions with other support consultants to identify integration design issues
- (v) Test design improvements
- (vi) Agree improvements with users and implement
- (vii) Obtain sign off
- (viii) Develop complete understanding of the Business Process policies and procedures (BPPP)
- (ix) Apply any BPPP changes to the Training and Exercise Material (T&EM)
- (x) Test updated or new T&EM
- (xi) Provide users with access to T&EM
- (xii) Develop full working knowledge of T&EM
- (xiii) Maintain and report user list
- (xiv) Identify training requirements for new and existing users
- (xv) Develop and maintain a user performance evaluation database
- (xvi) Conduct skills evaluation with users and department heads

- (xvii) Identify possible new initiatives and ideas. Initiatives may come from within the business or be triggered off by the Support Consultant. In each case the evaluation process must be done by the Support Consultant.
- (xviii) Describe the initiative in brief and present to the SAP Business Improvement Committee
- (xix) Develop a business case to show costs and benefits, ROI for the initiative
- (xx) Present and obtain approval or rejection
- (xxi) Develop implementation plans
- (xxii) Communicate the business case and implementation plan to stakeholders and SAP Business Improvement Committee
- (xxiii) Identify resources and establish project teams when required
- (xxiv) Assume project lead responsibility if appropriate
- (xxv) Project Planning, Budgeting, Control and Implementation
- (xxvi) Establishing measurement framework to control on term project benefits and hand over to relevant process owner
- (xxvii) Agree on the data elements that require auditing with Process Owners
- (xxviii) Define and maintain audit procedures for each data element
- (xxix) Ensure that BPPP's adequately reflect business requirements for each master data field
- (xxx) Monitor the execution of the audits by the responsible positions
- (xxxi) Report data audit statistics to SAP Business Improvement Committee
- (xxxii) Participate in selected audits

16.5 Resources Requirement:

Module	Number of Resources
SSM	1
EH&S	2
PS (IM)	1
GRC	2
EP/DMS/WF	3
FI/CO	2
MM	2

Respondent's Signature

Date & Company Stamp

PM	1
SD	2
CRM	2
Real Estate	2
Basis	4
XI/Portals	1
Authorisations	3
ABAP	3
CLM	2
Solution Manager	1
Administrator	1
Manager	1
Total	36

NB : Resources will be expected to start as of the 1st March, 2010

16.5 Nominated Resources:

- (i) Resource lists needs to be provided according to the summary, together with copies of the CVs. Resources are required to be at level K4 or better.

Name	Age	Qualifications	Key Competencies	No. Of Implementations	References

Respondent's Signature

Date & Company Stamp

- (ii) The tenderer is required to provide the above resources and in addition to this, provide one manager to work with the SAP CoE Manager to manage the resources and the relationship between both parties. This will include all administrative functions e.g. timesheets and invoicing.

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.*

- 16.5 ZAR 1.00 (South African currency) being equal to (foreign currency)
- 16.5 % in relation to tendered price(s) to be remitted overseas by Transnet.
- 16.5 (Name of country to which payment is to be made)
- 16.5 Beneficiary details:
 - Name (Account holder)
 - Bank (Name and branch code)
 - Swift code
 - Country
- 16.5 (Applicable date of Exchange Rate used)

18 SERVICE LEVELS

- 16.5 Transnet will have bi-monthly reviews, or as required, with the Supplier's account representative to confirm progress and review performance of the resource/s.
- 16.5 Transnet reserves the right to request that any resource of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 16.5 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 5.5% rebate on fees payable in the next month.

Respondent's Signature

Date & Company Stamp

16.5 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 14 (fourteen) days' notice to the Supplier.

Accepted:

YES	
-----	--

NO	
----	--

19 CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

16.5 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 7.2 below.

16.5 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.

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Respondent's Signature

Date & Company Stamp

- Compliance - Completeness of your responses and Compliance with Transnet's Standard Terms and Conditions of Contract
- Financial strength
- Individual References
- BBBEE status of company or CSDP offering
- Company Experience
- Additional value-added offerings

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)

Respondent's Signature

Date & Company Stamp

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 12 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:

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 1 (one) month (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:

Respondent's Signature

Date & Company Stamp

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)

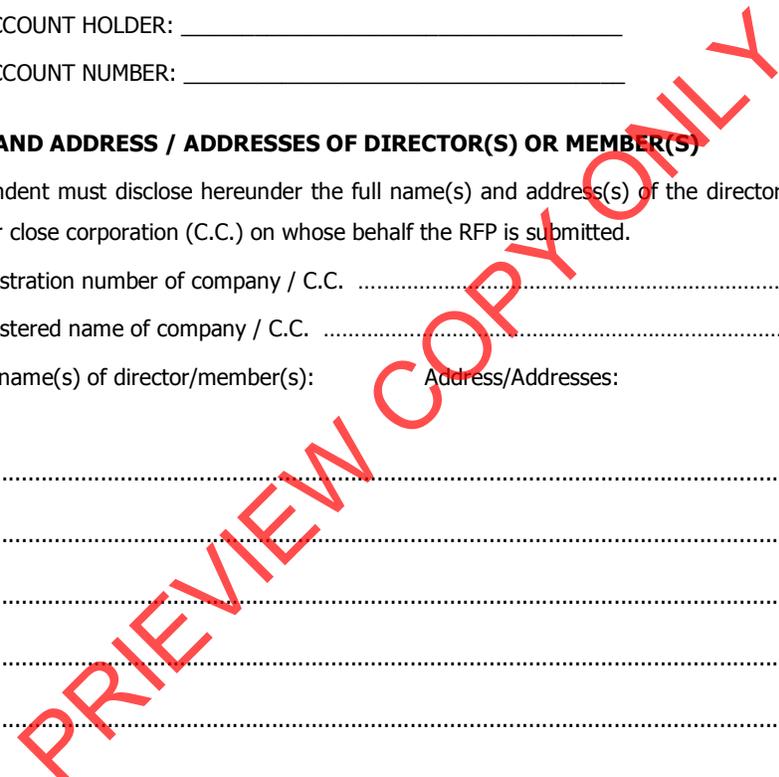
The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation (C.C.) on whose behalf the RFP is submitted.

(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.

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

Respondent's Signature

Date & Company Stamp

domicilium 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, 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	
-----	--	----	--

PRICE REVIEW

The successful Respondent(s) will be obliged to submit to a 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.

Respondent’s Signature

Date & Company Stamp

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	√
Service Fees and Costs – Section 6	√
General Tender Conditions – Section 7	√
Conditions of Contract, Form US7 – Section 8	√
Audited Financials for previous year	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate	√
Non-Disclosure Agreement – Section 09	√
RFP Declaration Form – Section 10	√
Statement of work – Section 11	√

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:

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 4: 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

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

Respondent's Signature

Date & Company Stamp

SECTION 6: SERVICE FEES AND COSTS

PRIEVIEW COPY ONLY

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 to 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: *[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 _____ 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