



TRANSNET PORT TERMINALS
An Operating Division of
TRANSNET SOC LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR PROPOSAL ("RFP")

RFP NUMBER iCLM HQ 0849

PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS FOR A PERIOD OF ONE (1) YEAR ("THE TENDER")

ISSUE DATE : 28 November 2011
BRIEFING SESSION : 09 December 2011
CLOSING DATE : 20 December 2011
CLOSING TIME : 10H00

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

Tenderer's signature _____



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SCHEDULE OF DOCUMENTS

Section

1. Notice to Tenderers
 2. Scope of Requirements and General Information
 3. Tender Form
 4. Signing Power : Resolution of Board of Directors/Members/Partners
(Tenderer's Representative)
 5. Certificate of Acquaintance with Tender Documents
 6. Pricing Schedule
 7. Certificate of Attendance at Pre - Tender Briefing Session
 8. Statement of Services Successfully Carried Out
 9. Obligations of the Service Provider
 10. Supplier Declaration Form
 11. Supplier's code of conduct
 12. Tender Declaration Form
 13. Non-Disclosure Agreement
 14. Proposed Provision of Services for the Planner Mentorship Programme Agreement
- RFP: Annexure A: Guidelines for Completion of Supplier Development Bid Document
- RFP: Annexure B: Supplier Development Commitment

Tenderer's signature _____



SECTION 1

RFP NUMBER iCLM HQ 0849

PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS FOR A PERIOD OF ONE (1) YEAR ("THE TENDER")

NOTICE TO TENDERERS

1. Proposals are requested from interested persons, companies, close corporations or enterprises (hereinafter referred to as the "Tenderer(s)") to supply the above-mentioned service to TPT.

On or after 28 November 2011 the Tender documents may be inspected at, and are obtainable from the office of TPT, Procurement, Ground Floor, Kingsmead Office Park, Stalwart Simelane (Stanger) Street, Durban, on proof of payment of an amount of R1,000-00 per set, including VAT.

Payment in cash or direct deposit to: Standard Bank
Account Name: Transnet Port Terminals Corporate Office
Account Number: 05 028 0023
Branch Code: 04 0026
Branch Name: Kingsmead, Durban

Tenderers must quote iCLM HQ 0849 followed by company name as a reference.

NOTE This amount is not refundable. Tender documents will only be available until 15h00 on **08 December 2011**

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

2. A compulsory pre-tender briefing session ("the briefing session") will be conducted in the 1st Floor Boardroom, Kingsmead Office Park, Stalwart Simelane Street, Durban on **09 December 2011, at 10h00**, for a period of approximately 2 hours. (Tenderers to provide own transportation and accommodation).
 - 2.1. Any Tenderer who fails to attend the briefing session may not participate in the Tender.
 - 2.2. Further, in the event that a Joint Venture ("JV") wishes to participate in the Tender, then in that event all entities forming the JV must have attended the briefing session.
 - 2.3. Any Tenderer who is not in possession of a valid Tender document may not attend the briefing session.

Tenderer's signature _____



2.4. **The briefing session will start punctually at 10h00. Any Tenderer who arrives late will be excluded from participation in the briefing session, and thus the Tender.**

2.5. The following TPT employee may be contacted by e-mail before the closing of the Tender in regard to specific queries relating to the Tender:

Name : Sunayna Ranjit
Division : Procurement
Email : sunayna.ranjit@transnet.net

3. Tenders (in duplicate) must be in writing and must be delivered to the Tender box referred to in Clause 4.2 before the closing hour specified below. Each Tender must be enclosed in a sealed envelope and have inscribed on the outside of the envelope the following :

a) **Tender Reference No : iCLM HQ 0849**

b) **Addressee :**

**THE SECRETARY
TPT DIVISIONAL ACQUISITION COUNCIL
KINGSMEAD OFFICE PARK
TENDER BOX
STALWART SIMELANE STREET
DURBAN**

c) **Description :**
**PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR
TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS
(HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS
FOR A PERIOD OF ONR (1) YEAR ("THE TENDER")**

d) **Closing date and time : 20 December 2011 at 10h00**

4. **DELIVERY INSTRUCTIONS FOR THIS TENDER**

4.1. All sealed envelopes must be delivered by hand to the Tender box and must be addressed as is stipulated in Clause 3(b) above.

4.2. The measurements of the "Tender slot" are 305mm wide x 65mm high. Tenderers must accordingly ensure that envelopes are no larger than such dimensions. Tenders which are too bulky (i.e. more than 65mm thick) must be split into two or more files, and placed in separate envelopes, both/all of which must bear the information specified in Clauses 3(a) and 3(b) above.

Tenderer's signature _____



- 4.3. **Kindly note that the Tender box is located at the main entrance foyer, Transnet Port Terminals, Kingsmead Office Park, Stalwart Simelane (Stanger) Street, Durban and is accessible to the public during normal working hours only.**
- 4.4. Tenderers must ensure that envelopes which are delivered by courier must not be placed in the Tender Box and must be delivered by hand to the Office of The Secretary, TPT Divisional Acquisition Council (DAC) and a signature obtained from that Office, the address of which is :

**THE SECRETARY
TPT DIVISIONAL ACQUISITION COUNCIL
KINGSMEAD OFFICE PARK
TENDER BOX
STALWART SIMELANE STREET
DURBAN**

5. **The Tender closes punctually at 10h00 on Tuesday, 20 December 2011. All late responses will be disqualified and will not be opened.**
6. The envelopes will be opened by TPT as soon as practicable after the closing date of the Tender.
7. TPT shall not at such opening of the Tenders, disclose any confidential details (or information received i.e.pricing, delivering etc) to any person pertaining to the Tenders unless required to do so by law. The names and principal place of business of each Tenderer will, however, be divulged to other Tenderers upon request by any Tenderer to the TPT employee named in Clause 3(b).
8. No amendments may be made to the Tender documents. Any amendment, variation or condition which any Tenderer wishes to propose shall be contained in a covering letter which must accompany the Tender documents and shall be included in the envelope referred to in Clauses 4.1 and 4.2 above, otherwise such Tender will be automatically disqualified and shall not participate in the Tender.
9. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TPT 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.

TPT 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. TPT will accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act No. 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).

Tenderer's signature _____



Consequently, when TPT invites prospective suppliers to submit Proposals for its goods and services, it urges Tenderers (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 DTI).

In terms of Government Gazette No 32467, 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, and which are still within their 1 year validity period, will still be acceptable, until its expiry date and provided the accreditation was done in accordance **with the latest Codes (i.e. those promulgated on 9 February 2007)**.

No certificate issued after 1 February 2010, by a Verification Agency not approved by SANAS, will be acceptable as from that date.

9.1. Enterprises will be rated by such agency based on the following:

Large Enterprises (i.e. annual turnover >R35 million):

- Rating level based on all seven elements of the BBBEE scorecard

(a) **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

(b) **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%

9.2. In addition to the above, Tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their Tenders 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 TPT to evaluate / adjudicate all RFPs received on a fair basis.

9.3. 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 their SANAS approved verification agency issues 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 and public sector requiring particular

Tenderer's signature _____



commodity/ service may source them from this National Database for possible future business opportunities.

- 9.4. **Tenderers will be required to furnish proof of the above to TPT (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 BBEE.**

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.

SOCIO ECONOMIC DEVELOPMENT OBJECTIVES

Furthermore to all of the above, tenders will also be evaluated on supplier development detailed in Annexure "A" and Annexure "B" attached to the Tender.

Each Tenderer is required to furnish proof of its BBEE accreditation to TPT as is stipulated in Clause 9 above. Failure to do so will result in a score of zero being allocated for BBEE.

10. COMMUNICATION

- 10.1. Save as is permitted by the provisions of Clauses 2.4 and 10.2, Tenderers are warned that a Tender will automatically be disqualified should any attempt be made by a Tenderer, either directly or indirectly, to solicit, influence or canvass, or attempt to do so, any employee(s) of TPT for the business forming the subject of the Tender between the date of issue of this Tender and the date of the award of the business.
- 10.2. A Tenderer may, however, BEFORE THE CLOSING DATE AND TIME reflected in Clause 3(d) above, direct enquiries relating to the Tender to the TPT employee named in clause 2.4 above. AFTER THE CLOSING DATE AND TIME, Tenderers may only communicate with the Secretary of the TPT Divisional Acquisition Council, on telephone no. (031) 308 8343 or fax no. 086 630 9582 on a matter of clarification relating to its own Tender (except if such communication constitutes a breach of the provisions of clause 10.1, in which event such communication shall be illegal and will result in the automatic disqualification of the Tender concerned).

11. TENDER SCHEDULE

As is provided for in clause 1 under Section 3 of the Tender, the Tenderers will be contacted by TPT after the conclusion of the Tender process. At this time, preferred Tenderers will be asked to meet with TPT's representatives to conduct post – tender negotiations. Tenderers are accordingly required with their Tender documents to provide a list of persons who are duly authorized to negotiate on each Tenderer's behalf, together with their appropriate contact details.

Tenderer's signature _____



12. INSTRUCTIONS FOR COMPLETING THE TENDER

- 12.1. Each Tenderer must execute one set of Tender documents (i.e. sign and date the bottom of each page). This set will be regarded as the original. A duplicate set of Tender documents is also required. Such set must be an exact copy of the original signed Tender.
- 12.2. Both sets of Tender documents must be submitted to the address specified in clause 4.4 in accordance with the prescribed procedure.
- 12.3. All returnable documents (as listed under Section 3, Clause 10), must accompany the original set of Tender documents.

13. COMPLIANCE

Tenderers must be fully conversant and compliant with any and all the statutory and common law that is applicable to the Provision of Services for the Planner Mentorship Programme.

14. IMPORTANT CONSIDERATIONS TO NOTE :

- 14.1. Tenders in which firm prices are quoted for the duration of any contract contemplated by the Tender may receive preference over prices which are subject to adjustment or variation.
- 14.2. Changes or purported changes by the Tenderer to the Tender prices will not be permitted after the closing date.
- 14.3. The person(s) signing the Tender must be legally authorised by the Tenderer to do so by way of an appropriate written resolution, as also the person(s) authorised to negotiate on the Tenderer's behalf (refer to Section 4 of the Tender).
- 14.4. Prices must be quoted in South African currency.
- 14.5. TPT reserves the right to verify any information supplied by a Tenderer. By submitting a Tender, the Tenderers hereby irrevocably grant the necessary consent to TPT to do so.
- 14.6. TPT reserves the right to undertake post-tender negotiations with those persons appearing on the list of preferred Tenderers, once such list is approved by the Divisional Acquisitional Council
- 14.7. Unless otherwise expressly stated, each Tender lodged in response to the invitation to Tender shall be deemed to be an offer by the Tenderer. TPT has the right in its sole and unfettered discretion not to accept any offer without assigning any reason therefor.

Tenderer's signature _____



- 14.8. TPT will not reimburse any Tenderer for any preparatory costs, due diligence costs, travelling and/or accommodation costs, or for other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.
- 14.9. Each Tender is subject to the negotiation and conclusion of a Provision of Services for the Planner Mentorship Programme Agreement. A copy of the proposed Agreement is attached to the Tender (in Section 14).

15. DISCLAIMERS

Tenderers must note that TPT is not committed to any irrevocable course of action as a result of it issuing the Tender and/or its receipt of any Tender documents. Without limitation to TPT's rights elsewhere contained herein, and in addition thereto, TPT may accordingly in its sole and unfettered discretion:

- 15.1. change all services stipulated for in the Tender and re-issue the Tender in an amended form;
- 15.2. reject any Tender which does not conform strictly with the stipulations and requirements which are set out in these documents;
- 15.3. disqualify late Tenders received after the stated submission deadline;
- 15.4. not necessarily accept the lowest priced Tender;
- 15.5. reject all Tenders, without assigning any reason therefor, or resolve not to accept any Tender;
- 15.6. award a contract in connection with this Tender at any time to any person(s);
- 15.7. award only a portion of the proposed Provision of Services for the Planner Mentorship Programme which are reflected in the scope of this Tender;
- 15.8. split the award of the business to more than one Service Provider in the proportions that TPT deems fit, in its sole and unfettered discretion;
- 15.9. make no award of business; and
- 15.10. withdraw the Tender on good cause at any stage of the Tender process upon written notification to the Tenderers.

Tenderer's signature _____



SECTION 2

RFP NUMBER iCLM HQ 0849

PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS FOR A PERIOD OF ONE (1) YEARS ("THE TENDER")

GENERAL INFORMATION

SCOPE OF REQUIREMENTS AND GENERAL INFORMATION

1. EXECUTIVE OVERVIEW AND SCOPE OF REQUIREMENTS

TPT will require optimal waterside and landside efficiency at minimal costs with optimal resource allocation. This requires effective planning systems, processes and skills to ensure that vessel schedules, people and equipment allocation and maintenance schedules are properly coordinated.

2. SCOPE OF REQUIREMENTS

- Offer Planner mentorship for Container terminal operations, including Berth allocation, equipment and people and other resource allocation, integrated planning and problem solving for planning related issues;
- Working with TPT Planning personnel on a daily and ongoing basis and providing guidance on how to apply effective planning techniques to maximize terminal and supply chain efficiencies;
- Offer Business continuity by being able to replace TPT Planning personnel for certain periods while they attend training;
- Offer a structured performance management process that will assess, develop and review planners;
- Recommend- interventions where planners are not performing at a satisfactory level.

Tenderer's signature _____



The development and execution of Planner Mentorship so that these mentors will be able to provide the following:

- Provide effective planner mentorship in the various terminals;
- Apply evaluation techniques and learner performance assessments for planners;
- Ensure that planners observe work safety, environmental, and quality practices when planning;
- Develop and apply training material- learner guide, trainer guide, presentation slides, exercises and assessments/tests.

The ability to execute the following planning tasks:

(3) VESSEL PLANNING

- Simultaneous discharge and loading (Double Cycling);
- Monitoring vessel performance and implementing corrective actions to achieve required norms;
- Optimised crane splits per vessel - maximum number of cranes on a vessel for maximum time period;
- Minimising stack shifters/shuffles;
- Use of 3rd or 4th crane on all vessel calls exceeding 1,000 moves;
- Reduced stowage-planning time through collaboration with Chief Mates on vessels;
- Stack Optimisation for empty containers - loading by Operator/Size/Type rather than specific container number;
- Elimination of all delays in planning processes;
- Vessel Planning - factoring of vessel trim and stability into planning processes;
- Minimised gantry long-travel movements during loading;
- Optimal Crane splits - particularly when cargo stowed in bays close to one another.

Tenderer's signature _____



(4) STACK PLANNING

- Minimised equipment travel distances by optimising stack locations;
- Stack management to maintain fluidity - stack date allocation;
- Stack optimisation - new/improved stacking strategies to attain norms (Both straddle and RTG terminals);
- Tier by Tier releases (appointment system) - or alternative strategy to deal with import collections in RTG terminals;
- Alignment of Stack Allocations to crane splits (particularly RTG terminals.);
- Management of yard impact when adding cranes to vessels;
- RTG Terminals - Best practice when loading with 3 cranes from 2 blocks.

(5) RAIL PLANNING

- Double-Cycling for Rail discharge/loading;
- Navis rail planning functionality used optimally;
- Alignment of Rail Planning with Corridor strategy.

(6) BERTH PLANNING

- Optimising berth/terminal allocation taking all factors into account.

(7) EQUIPMENT ALLOCATION

- Inter- Terminal Transshipment planning;
- Optimising Resource planning;
- Efficient Landside equipment allocation.

(8) GENERAL

- Importance of understanding relationships between Operations, Planning and Finance

Tenderer's signature _____



THE OBJECTIVES AND TARGET

1. TPT requires THE SERVICE PROVIDER to provide a planning mentorship programme to the Mentees who will plan vessel, stack, rail, berth and equipment operations effectively so that they can improve their productivity levels to achieve the Target.
2. The Mentors will provide a structured mentoring and operational support programme during the Operating Hours to the Mentees. The Mentorship Programme will comprise of:
 - 2.1. oral instructions in the classroom in respect of theoretical and practical aspects of the execution of the specific tasks required in the job description of the relevant Mentee;
 - 2.2. practical instructions and demonstrations so as to achieve the Objective and Target;
 - 2.3. practical instruction and demonstration on the job involving planning and utilization of the Plant in the Premises;
 - 2.4. the transfer of skills and the continuous monitoring and assessment during the Term of the levels of operational skills in respect of the mentorship received by the Mentees;
 - 2.5. the making of operational recommendations appropriate and necessary in regard to the items specified in this Schedule "A" in order to achieve the Objective and the Target;
 - 2.6. the instilling and nurturing of positive attitudes in all the Mentees towards the attainment of the requisite standards of performance provided for in this Agreement.
3. THE SERVICE PROVIDER must perform and deliver on the following:
 - 3.1. Initial individual assessment to identify and analyse the skills gap;
 - 3.2. Provide individual mentorship according to the different types of interventions to ramp up the productivity levels of each Mentee and THE SERVICE PROVIDER shall:
 - 3.2.1. ensure that the transfer of skills and the continuous improvement during the mentorship is achieved by the Mentees; and
 - 3.2.2. ensure that TPT is notified where the interventions have been carried out and the Mentees are not performing at satisfactory levels.
 - 3.3. Weekly and final assessments for each Mentee on each Mentee's progress on the mentorship programme;
 - 3.4. ensure that where gaps are identified in the Mentees, actions to close the gaps are applied; and
 - 3.5. ensure that progress on closing the gaps is monitored by THE SERVICE PROVIDER.

4. LIAISON

- 4.1. The Liaison Officer shall:
 - 4.1.1. meet with the to monitor the effectiveness of the Mentorship Programme and address challenges and problems;

Tenderer's signature _____



- 4.1.2. attend regular TPT Operations Planning and Briefing meetings; and
- 4.1.3. attend performance measurement meetings.

5. MENTORSHIP PROGRAMME

- 5.1. The Mentorship Programme will require Twenty Five (25) Mentors from THE SERVICE PROVIDER to provide the Mentorship Programme which will take place in accordance to the Phases as set out by TPT.
- 5.2. THE SERVICE PROVIDER understands and is conversant with the operating environment in TPT.
- 5.3. The Mentorship Programme requires on-going evaluations and assessments to be done during the interventions.
- 5.4 THE SERVICE PROVIDER agrees that at the end of each Phase, the Mentees will be able to perform and should be able to plan effectively and consistently

The proposed sequencing of the Planner Mentorship Programme is as follows:-

- Durban Ro-Ro and Maydon Wharf
- Durban Pier 2 Container Terminal
- Cape Town Container Terminal
- Ngqura Container Terminal
- Port Elizabeth Container Terminal

The estimated amount of Planners that require mentoring is as follows:-

<u>TPT Terminal</u>	<u>Amount of Planners</u>
Durban Ro-Ro and Maydon Wharf	48
Durban Pier 2 Container Terminal	65
Cape Town Container Terminal	20
Ngqura Container Terminal	30
Port Elizabeth Container Terminal	12

The above number of Planners is an estimate and the amount may change according to TPT’s business requirements.

Tenderer’s signature _____



1. SERVICE LEVEL REQUIREMENTS IN PROPOSED PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME AGREEMENT

- 1.1. Reviews of progress and service delivery by the Service Provider will be held between TPT and its account representative each quarter.
- 1.2. TPT shall have the right, in its sole discretion, to demand that any member of the team utilised by the Service Provider to fulfil its obligations under the Provision of Services for the Planner Mentorship Programme Agreement shall be replaced by such Service Provider. TPT shall not be obliged to furnish reasons for its request.
- 1.3. Each Service Provider shall be obliged to furnish TPT with a toll-free number (or suitable alternative number or system) for customer service calls.
- 1.4. Any breach on the part of any Service Provider of its obligations to comply with TPT's stipulated service level requirements, shall enable TPT to cancel the Provision of Services for the Planner Mentorship Programme Agreement (without any penalty and without assigning any reason therefor) upon thirty (30) days written notice given by TPT to the Service Provider.

Accepted **YES** **NO**

2. PENALTIES

TPT shall be entitled to impose penalties upon the Service Provider in the event that the Service Provider does not comply with requirements stipulated in the Agreement read in conjunction with this document. TPT shall be entitled to deduct such penalties from the total amount due to the Service Provider by TPT, after the Service Provider has been notified of such non-conformances.

3. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

- 3.1. Tenderers shall indicate whether they are committed to participate in the continuous improvement initiatives of TPT to reduce the cost of transportation within South Africa for the entire duration of the Provision of Services for the Planner Mentorship Programme Agreement.

Accepted **YES** **NO**

Tenderer's signature _____



3.2. Tenderers 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 Tender if there is insufficient space available

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4. RISK

4.1. Tenderers must elaborate on its control measures designed to mitigate the risk to TPT in regard to a Service Providers non-performance in relation to:-

(i) continuity of services :

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(ii) compliance with the Occupational Health and Safety Act, 85 of 1993

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Tenderer's signature _____



5. REFERENCES

5.1. Tenderers must in the space below insert the names and contact details of existing customers whom TPT is entitled to contact to obtain third party references and evaluations of the Tenderer's current and past service levels.

Each Tenderer must submit at least five (5) written references for verification by TPT. The Tenderer hereby warrants that the information supplied is true and correct in every respect.

Name of Company	Contact Person	Telephone number (preferably not cell phone number)

6. EVALUATION CRITERIA

TPT shall, inter alia, utilise the following criteria (information furnished in no particular order) in the selection and evaluation processes:

6.1. Critical Success Factors

6.1.1. Price schedules

Tenderers must submit their schedule of prices in accordance with the pricing schedule contained in Section 6 of the Tender.

Please note that pricing is not the sole determining factor for consideration. However, competitive pricing is critical.

Tenderer's signature _____



6.1.2. Documentation

Each Tenderer must include the following documents with its Tender:

- (a) Complete Tender document with no variations or amendments;
- (b) Notice to Tenderers (Section 1);
- (c) Scope of Requirements and General Information (Section 2);
- (d) Tender Form (Section 3);
- (e) Signing Power : Resolution of Board of Directors/Members/Partners (Section 4);
- (f) Certificate of Acquaintance with Tender Documents (Section 5);
- (g) Pricing Schedule (Section 6);
- (h) Certificate of Attendance at Pre - Tender Briefing Session (Section 7);
- (i) Statement of Services Successfully Carried Out (Section 8);
- (j) Obligations of the Service Provider (Section 9);
- (k) Complete and signed Supplier Declaration Form (Section 10);
- (l) Acknowledged Supplier's code of conduct (Section 11);
- (m) Complete and signed Tender Declaration Form (Section 12);
- (n) Complete and signed Non-Disclosure Agreement (Section 13);
- (o) Proposed Provision of Services for the Planner Mentorship Programme Agreement (Section 14);
- (p) Original valid tax clearance certificate issued by SARS;
- (q) At least two written references which can be verified;
- (r) Certified latest company annual audited financial Statement;
- (s) Certified Company registration documents;
- (t) Certified copies of shareholders/Directors ID documents;
- (u) Certified copy of Company or Close Corporation Shareholders' Agreement
- (v) Certified copies of Shareholders Certificate
- (w) Valid and Original BBBEE Accreditation Certificate;
- (x) Certified copy of valid letter of Good Standing (COID);
- (y) Insurer's Confirmation of insurance and/or Professional Indemnity Insurance (for a minimum value of at least R10 million);
- (z) Organisational structure of the Tenderer's proposed structure which will apply should the Tender be awarded to such Tenderer, including its organogram, personnel strength tables, supervision ratio and the like;
- (aa) Original cancelled cheque and a stamped letter from the bank verifying banking details;
- (bb) Detailed Supplier Development Commitment demonstrating your commitment and support for the new Grow Path Policy (Annexure B);
- (cc) Proof of experience in the provision of Services for Planner Mentorship Programme in the Container Sector, track record of accidents, damages and experience of operations;
- (dd) Detailed resumes defining capability and experience of each mentor;
- (ee) Proof of detailed accident procedure;

Tenderer's signature _____



- (ff) Proof of Safety Programme Standard Operating Procedures;
- (gg) Proof of OHSA: Administration Training;
- (hh) Proof of safety induction programme;
- (ii) Proof of OHSA: Incident investigation and recording;
- (jj) Copies of Tenderer's policies and procedures relating to the employment requirements, recruitment, selection, training and medical clearance;
- (kk) Detailed Project Plan for implementation of the Planner Mentorship Programme, setting out phases, tasks, resource requirements and timing;
- (ll) Proof of ability to communicate effectively and explain concepts to productivity in operations;
- (mm) Proof of ability to communicate in English.

Note to Tenderers: Should any of the documents listed above not be attached to your Tender, TPT will be entitled to treat your response as non-compliant and be rejected for this reason.

6.1.3. **Physical Evaluation of Tenderer's Site**

In addition to all the other information and documents requested and stipulated in this Tender, TPT reserves the right to perform physical evaluations at the Tenderer's site. Each Tenderer shall be obliged during the site evaluation process to provide full and complete details and information in answer to the following requests:

- a) Infrastructure (Office accommodation, training facilities, and so on);
- b) OHSA: Administration and Training
- c) OHSA: Incident investigation and Recording
- d) Employment policy and procedures;
- e) Compliance to BCEA;
- f) Payroll and Administration;
- g) Safety: Personal Protective Equipment, Training and Induction;

6.1.4. **Supplier Development**

TPT will evaluate Tenderers on their responses to the evaluation criteria listed in the Supplier Development Commitment (Refer to Annexure "A and B").

6.1.5. **Previous Experience**

TPT will evaluate Tenderers on their experience in the provision of services for the Planner Mentorship Programme and will specifically take into account any previous service delivery and/or history it may have had with TPT.

Tenderer's signature _____



6.2. Compliance with Statutory and other requirements

Tenderers shall comply with all laws, including without limitation, the following:

- (a) all South African law, as well as (without limitation) with the "Code of Safe Working Practice for ships working cargo in South African Ports, 2006, issued by the South African Maritime Safety Authority, or as amended from time to time, as it impacts on the proposed Provision of Services for the Planner Mentorship Programme Agreement, a copy of which is included in Section 9 of the Tender documents;
- (b) Occupational Health & Safety Act 85 of 1993 ("OHSA");
- (c) International Health Regulation Act 28 of 1974;
- (d) Hazardous Substances Act 15 1973;
- (e) The Compensation for Occupational Injuries and Disease Act, 1993 (Act No.130 of 1993);
- (f) All material aspects of all applicable legislation, provincial ordinances and local authority by-laws, including all relevant regulations promulgated in terms thereof, which affects the Maritime business;
- (g) The Basic Conditions of Employment Act No. 75 of 1997;
- (h) Criminal Procedure Act No. 51 of 1977;
- (i) National Ports Act No. 12 of 2005 ("NPA") and enabling legislation thereto, including the Port Rules; Harbour Master's Written Instructions and Regulations promulgated in terms of the NPA.
- (j) Control of Access to Public Premises and Vehicle Act, No. 53 of 1985;
- (k) Legal Succession to the South African Transport Services Act No. 9 of 1989 (but excluding any tariff provided for in such regulations);
- (l) Merchant Shipping Act No.57 of 1951, the Maritime Security Regulations 2004 read in conjunction with the International Ship and Port Facility Security Code and Maritime Occupational Safety Regulations (1994), as amended;
- (m) Codes of Good Practice embodied in the Broad Based Black Economic Empowerment Act No. 53 of 2003;
- (n) Customs and Excise Act No 91 of 1964;
- (o) The National Railway Safety Regulator Act No 16 of 2002 and;
- (p) The Labour Relations Act No. 66 of 1995 and the Regulations thereto.

6.3. General conditions relating to Evaluation Criteria

- 6.3.1. Subject at all times to the limitations in Section 1, in order to ensure that the Tenderers are afforded an equal opportunity of competing and to enable TPT to evaluate the different Tenders on an identical basis, TPT will adopt a uniform process of evaluation. In order to assist Tenderers, a list of criteria for such evaluation is set out below under "Evaluation Methodology" as an aid in preparing for such evaluation [see clause 5.4 below]
- 6.3.2. In addition to the provisions of Clause 5.3.1 above, TPT will also take previous experience into consideration, which is not necessarily specific to Provision of Services for the Planner Mentorship Programme, as is reflected in 5.1.4 above.

Tenderer's signature _____



- 6.3.3. TPT is not obliged to accept the lowest, or any Tender. Neither will the lowest, or any Tender necessarily be recommended for acceptance to the DAC by TPT. The acceptance of the whole or part of any Tender may be recommended by TPT to the DAC.
- 6.3.4. In addition to the other "DISCLAIMERS" contained in Section 1, clause 15, TPT reserves the right at all times to:
- split the Tender and make an award of business to more than one Tenderer for different sections of the scope of work; and / or
 - withdraw this Tender in whole or in part, or not make any award of any business to any Tenderer; and / or
 - increase or decrease or in any other way vary the quantum of the award; and / or
 - shortlist the preferred Tenderer(s) based solely upon TPT's evaluation methodology and/or any other criteria as it in its sole discretion considers appropriate; and/or
 - take into consideration any legal or outstanding matters or disputes involving a Tenderer which may (if an award of business were made to such Tenderers) in TPT's opinion have a negative impact on any one or more of Transnet's operating divisions.

6.4. Evaluation Methodology

The objective of the evaluation is to assess all Tenderers in accordance with the criteria set out hereunder to ensure compliance with TPT's aims and requirements.

Phase 1: All Tenderers will be evaluated by TPT in terms of the Evaluation Criteria stipulated in clauses 6.1.1; 6.1.2; 6.1.3, 6.1.4 and 6.1.5 above. Incomplete Tenders may result in disqualification and it is therefore critical that all documentation requested in the Tender is submitted (known as the "Commercial Phase").

Phase 2: Verification of information submitted by the Tenderers who were compliant in Phase 1 of the evaluation (known as the "1st technical phase") the verification of some information may be in the form of a physical site inspection at the Tenderer's site(s) and or a presentation. Only the Tenderers who meet the technical threshold in Phase 2, shall be evaluated further.

Phase 3: Price, BBBEE and Supplier Development. The Tenderer's score will be tabulated, collated and ranked. The Tenderer(s) with the highest scores attained, will be recommended to the DAC for approval.

Phase 4 : After approval of the preferred Tenderers by the DAC, post-tender negotiations will then be conducted with the preferred Tenderers, with a view to negotiating and finalising the terms and conditions of the Proposed Provision of Services for the Planner Mentorship Programme Agreement, a copy is included in Section 14 of this Tender.

Tenderer's signature _____



7. Principles for Awarding Business

- 7.1. As indicated in clause 6.4 Phase 4 above, TPT shall enter into post-tender negotiations with the preferred Tenderers.
- 7.2. As is elsewhere also provided in the Tender, Tenderers are advised and should note that any final award of business is entirely conditional upon and subject to the successful conclusion of a written contract between the preferred Tenderer(s) and TPT, which contract will include such terms and conditions as TPT Management and the DAC may require or prescribe, but which shall have its foundation in the attached Provision of Services for the Planner Mentorship Programme Agreement (see Section 14 of the Tender)
- 7.3. In addition to the Evaluation Criteria, the recommendation for award will be based on :
 - Completeness of the Tender submission;
 - Financial status of Tenderer;
 - Supplier Development Plan;
 - BBBEE Development Plan;
 - Previous experience;
 - Operational capacity;
 - Minimizing risk to the TPT operations; and
 - Competitive pricing.
- 7.4. The Tenderer must be in a position to commence providing the Planner Mentorship Programme within one month after receipt of written notification to this effect from TPT.

Tenderer's signature _____



SECTION 3

RFP NUMBER iCLM HQ 0849

PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS FOR A PERIOD OF ONE (1) YEAR ("THE TENDER")

TENDER FORM

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

_____ of (full address)

carrying on business under style or title of

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 provision of Services for the Planner Mentorship Programme 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 Tender documents.

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

- (i) Proposed Planner Mentorship Programme Agreement;
- (ii) Special terms and conditions stipulated by DAC; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Tender .

Tenderer's signature _____



I/We accept that unless TPT decides otherwise and so inform me/us in the facsimile or letter of acceptance, this Tender (and, if any, its covering letter and any subsequent exchange of correspondence), together with TPT's acceptance thereof shall constitute a binding contract between TPT and me/us until the formal Provision of Services for the Planner Mentorship Programme Agreement is signed

I/We further agree that if, after I/we have been notified of the acceptance of my/our Tender, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the service, within 4 (four) weeks of the stipulated commencement date thereof, TPT 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 Tenders afresh and/or having to accept any less favourable Tender.

I/We accept that any contract resulting from this offer will be for a period of one (1) year with an option to extend for a further one (1) year (in favour of TPT and which may be exercised by TPT within its sole and unfettered discretion).

The law of the Republic of South Africa shall govern the contract created by the acceptance of this Tender. The *domicillium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Tenderer hereunder, at which all legal documents may be served on the Tenderer who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Tenderers from abroad 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 Tender being accepted and to act on their behalf in all matters relating to the contract.

Tenderer to indicate *domicillium citandi et executandi* hereunder :

1. NOTIFICATION OF AWARD OF TENDER

The successful Tenderer will be informed of the acceptance of its Tender as soon as possible after the approval of the award by the DAC. Each unsuccessful Tenderer will be advised in writing of the name of the successful Tenderers and the reason why its Tender has not been successful, for example, in the category of price, technical compliance, BBBEE or any other reason.

Tenderer's signature _____



2. VALIDITY PERIOD

TPT requires a validity period of 3 (three) months from closing date of the Tender. Tenderers may offer an earlier validity period, but their Tenders may be disregarded for that reason. Should Tenderers be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This Tender is valid until _____ (State alternative validity period/date).

3. TAX (VAT) REGISTRATION NUMBER

Each Tenderer must state the tax registration number which is applicable to Value-Added Tax:

4. TAX CLEARANCE CERTIFICATE

Tenderers are required to forward an original valid Tax Clearance Certificate of their Company or Close Corporation with their Tender.

Indicate tax clearance certificate expiry date: _____

5. BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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

The Tenderer 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 Tender is submitted.

a. Registration number of company / C.C.

b. Registered name of company / C.C.

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

.....
.....

Tenderer's signature _____



7. 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 the Provision of Services for the Planner Mentorship Programme which is either directly or indirectly related to TPT's business, written approval to divulge such information will have to be obtained from TPT.

8. DISCLOSURE OF PRICES TENDERED

Tenderers must indicate here **whether TPT may disclose** their Tendered prices and conditions to other Tenderers:

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

9. DECLARATION

Tenderers to declare hereunder whether any family and/or direct or indirect relationship exists between any of the owners members / directors / partners / shareholders (unlisted companies) of the responding company and any employee of TPT and/or Board Member of any one or more of the Transnet Group of Companies:

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

If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

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

Tenderer's signature _____



10. RETURNABLE DOCUMENTS

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

Notice to Tenderers – Section 1	√
Scope of Requirements and General Information (Section 2)	√
Original valid tax clearance certificate issued by SARS (Section 2, Item 5.1.2 (p))	√
At least two written references which can be verified (Section 2, Item 5.1.2 (q))	√
Certified latest company annual audited financial Statement (Section 2, Item 5.1.2 (r))	√
Certified Company registration documents (Section 2, Item 5.1.2 (s))	√
Certified copies of shareholders/Directors ID documents (Section 2, Item 5.1.2 (t))	√
Certified copy of Company or Close Corporation Shareholders’ Agreement (Section 2, Item 5.1.2 (u))	√
Certified copies of Shareholders Certificate (Section 2, Item 5.1.2 (v))	√
Valid and Original BBBEE Accreditation Certificate (Section 2, Item 5.1.2 (w))	√
Certified copy of valid letter of Good Standing (COID) (Section 2, Item 5.1.2 (x))	√
Insurer’s Confirmation of insurance and/or Professional Indemnity Insurance (for a minimum value of at least R10 million) (Section 2, Item 5.1.2 (y))	√
Organisational structure of the Tenderer’s proposed structure which will apply should the Tender be awarded to such Tenderer, including its organogram, personnel strength tables, supervision ratio and the like (Section 2, Item 5.1.2 (z))	√
Original cancelled cheque and a stamped letter from the bank verifying banking details (Section 2, Item 5.1.2 (aa))	√
Detailed Supplier Development Commitment demonstrating your commitment and support for the new Grow Path Policy (Section 2, Item 5.1.2 (bb))	√
Proof of experience in the provision of Services for Planner Mentorship Programme in the Container Sector, track record of accidents, damages and experience of operations (Section 2, Item 5.1.2 (cc))	√
Detailed resumes defining capability and experience of each mentor (Section 2, Item 5.1.2 (dd))	√
Proof of detailed accident procedure (Section 2, Item 5.1.2 (ee))	√
Proof of Safety Programme Standard Operating Procedures (Section 2, Item 5.1.2 (ff))	√
Proof of OHS&A: Administration Training (Section 2, Item 5.1.2 (gg))	√
Proof of safety induction programme (Section 2, Item 5.1.2 (hh))	√
Proof of OHS&A: Incident investigation and recording (Section 2, Item 5.1.2 (ii))	√

Tenderer’s signature _____



Copies of Tenderer's policies and procedures relating to the employment requirements, recruitment, selection, training and medical clearance (Section 2, Item 5.1.2 (jj))	√
Detailed Project Plan for implementation of the Planner Mentorship Programme, setting out phases, tasks, resource requirements and timing (Section 2, Item 5.1.2 (kk))	√
Proof of ability to communicate effectively and explain concepts to productivity in operations (Section 2, Item 5.1.2 (ll))	√
Proof of Mentors ability to communicate in English (Section 2, Item 5.1.2 (mm))	√
Tender Form (Section 3)	√
Signing Power : Resolution of Board of Directors/Members/Partners (Section 4)	√
Certificate of Acquaintance with Tender Documents (Section 5)	√
Pricing Schedule (Section 6)	√
Certificate of Attendance at Pre - Tender Briefing Session (Section 7)	√
Statement of Services Successfully Carried Out (Section 8)	√
Obligations of the Service Provider (Section 9)	√
Complete and signed Supplier Declaration Form (Section 10)	√
Acknowledged Supplier's code of conduct (Section 11)	√
Complete and signed Tender Declaration Form (Section 12)	√
Complete and signed Non-Disclosure Agreement (Section 13)	√
Proposed Provision of Services for the Planner Mentorship Programme Agreement (Section 14)	√

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9 must be signed and dated by the Tenderer at the foot of each page in the designated place.

Tenderer's signature _____



By signing the Tender documents, the Tenderer is deemed to acknowledge that it has thoroughly acquainted itself with all the conditions governing this Tender, including those contained in any printed form stated to form part hereof and TPT will recognise no claim for relief based on an allegation that the Tenderer overlooked any such condition, or failed properly to take it into account for the purpose of calculating tendered prices, or otherwise.

SIGNED at _____ this _____ day of _____ 2011.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____ 1.

2. _____ 2.

SIGNATURE OF TENDERER'S AUTHORISED REPRESENTATIVE:

NAME:

DESIGNATION:

Tenderer's signature _____



11. Terms and Conditions Applicable to Payment Procedures

11.1. The entire remuneration and compensation for all the obligations and expenses of the Planner Mentorship Programme in connection with this agreement, TPT shall pay the Service Provider:-

11.1.1. on the basis of the Pricing Schedule contained in section 6 of the Tender;

11.1.2. the amounts referred to in this Tender exclude value-added tax. The Service Provider hereby warrants that the provision of Services for the Planner Mentorship Programme to be supplied constitute a taxable supply of services in terms of the Value Added Tax Act, 1991 (as amended), and that the service provide is already registered as a vendor in terms of such Act.

11.2. TPT will make payment by electronic funds transfer ("EFT") into the Service Providers bank account within 30 days following receipt of a detailed statement provided:-

11.2.1. TPT has received the Service Providers' original and valid value-added tax invoice in respect thereof from the Service Provider reflecting the following minimum information:-

- The words 'TAX INVOICE';
- Tax Invoice Number;
- VAT Registration number;
- Company Registration Number;
- Name and Address of the Service Provider, Name and Address of TPT terminal;
- Date of invoice;
- Invoice Number; and
- Detailed description of services rendered which the Service Provider has done for and on behalf of TPT.

11.3. If the invoice does not conform to TPT's requirements then TPT may delay payment and return the invoice for correction;

11.4. TPT reserves the right to withhold payment until discrepancies or claims raised by TPT have been resolved by the Service Provider. TPT also reserves the right to set off any monies owing by the Service Provider to TPT, against any payment due to the Tenderer by TPT.

11.5. TPT reserves the right, after notifying the Service Provider that it has performed defectively, retain such amount as would, in the reasonable opinion of the TPT representative, adequately remunerate a third party for rectifying the defect concerned.

Tenderer's signature _____



SECTION 4

RFP NUMBER iCLM HQ 0849

PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS FOR A PERIOD OF ONE (2) YEARS ("THE TENDER")

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS/MEMBERS/PARTNERS (TENDERER'S REPRESENTATIVE)

Name of Company _____

It was resolved at a meeting of the Board of Directors / Members / Partners 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 all documents and enter into post-tender negotiations relating to Tender Reference Number iCLM HQ 0849: Provision of Services for the Planner Mentorship Programme for Transnet Limited operating as Transnet Port Terminals (hereinafter referred to as "TPT") ((for a period of one (1) year ("the Tender") which documents were tabled at the meeting and ratified and accepted by a majority of those present.

FULL NAME

SIGNATURE CHAIRMAN

FULL NAME

SIGNATURE SECRETARY

Tenderer's signature _____



SECTION 5

RFP NUMBER iCLM HQ 0849

PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS FOR A PERIOD OF ONE (1) YEAR ("THE TENDER")

CERTIFICATE OF ACQUAINTANCE WITH THE TENDER DOCUMENTS

NAME OF COMPANY: _____

We _____ do

hereby certify that we have acquainted ourselves with all the documentation comprising the Tender and all conditions contained therein, as laid down by TPT for the carrying out of the Provision of Services for the Planner Mentorship Programme.

We furthermore agree that TPT shall recognise no claim from us for relief based on an allegation that we overlooked any Tender and/or contractual condition set out in the Tender and/or draft Provision of Services for the Planner Mentorship Programme Agreement, or failed to take such information into account for the purpose of calculating our offered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2011.

WITNESS : _____

SIGNATURE OF TENDERER

Tenderer's signature _____

SECTION 6

RFP NUMBER iCLM HQ 0849

PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS FOR A PERIOD OF ONE (1) YEAR ("THE TENDER")

PRICING SCHEDULE

1. The Tenderer unconditionally guarantees all work performed. TPT reserves the right to utilise some (not all) of the services as listed below and pricing must be done accordingly. The pricing rates must be read in conjunction with the requirements within the Planner Mentorship Programme.
2. TPT reserves the right to negotiate final prices with the preferred Tenderers.
3. All prices shall exclude VAT.
4. All prices quoted shall be valid for the period of adjudication of this Tender, or for a period of 90 days calculated from the Issue Date. Such validity of the prices shall be distinguished from the necessity for the prices quoted to be firm for at least one (1) year after the date of closing of the Tender.
5. Prices should not be subject to variation, amendment or adjustment.
6. Please attach a cost break-down of all the elements of the Provision of Services for the Planner Mentorship Programme.

Mentorship Fees

<u>Description</u>	<u>Durban Ro-Ro and Maydon Wharf</u>	<u>Pier 2 Durban Container Terminal</u>	<u>Cape Town Container Terminal</u>	<u>Nggura Container Terminal</u>	<u>Port Elizabeth Container Terminal</u>	<u>Total Cost: 12 months (All Terminals)</u>
Mentorship Fees for 25 Mentors	R	R	R	R		R

Disbursement / Logistic Costs

1. The disbursement /Logistic costs must include all additional costs i.e. accommodation food, travel & administration.
2. A full cost breakdown must be included.

<u>Description</u>	<u>Durban Ro-Ro and Maydon Wharf</u>	<u>Pier 2 Durban Container Terminal</u>	<u>Cape Town Container Terminal</u>	<u>Ngqura Container Terminal</u>	<u>Port Elizabeth Container Terminal</u>	<u>Total Cost: 12 months (All Terminals)</u>
Disbursement Costs for 25 Mentors	R	R	R	R		R



SECTION 7

RFP NUMBER iCLM HQ 0849

PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS FOR A PERIOD OF ONE (1) YEAR ("THE TENDER")

CERTIFICATE OF ATTENDANCE AT PRE-TENDER BRIEFING SESSION

It is hereby certified that -

1.
2.

Representative(s) of
(name of company)

attended the briefing session in respect of the proposed Provision of Services for the Planner Mentorship Programme in the various Terminals to be rendered in terms of the Tender,

on 2011.

.....
TPT REPRESENTATIVE

.....
TENDERER'S REPRESENTATIVE

DATE:

DATE:

SECTION 8

RFP NUMBER iCLM HQ 0849

PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS FOR A PERIOD OF ONE (1) YEAR ("THE TENDER")

STATEMENT OF SERVICES SUCCEFULLY CARRIED OUT

Respondents must insert in the space provided below and submit with their RFPs, the following statement showing the works which they have successfully carried out which can be verified by TPT.

Each Respondent has to submit at least two (2) written references for verification by TPT of works successfully performed by them. The information must be supplied by accurately completing the table set out below, which the Respondent hereby warrants is true and correct in every respect by virtue of his signature to this document.

For whom done	Nature of Service	Value of Service	Year Completed

RESPONDENT _____

DATE: _____

SECTION 9

RFP NUMBER iCLM HQ 0849

**PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR TRANSNET
SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS
(HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS
FOR A PERIOD OF ONE (1) YEAR ("THE TENDER")**

OBLIGATIONS OF THE SERVICE PROVIDER

Tenderers are referred to the Agreement, a copy of which is attached in Section 14 of the Tender documents.

SECTION 10

RFP NUMBER iCLM HQ 0849

**PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR TRANSNET
SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS
(HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS
FOR A PERIOD OF ONE (1) YEAR ("THE TENDER")**

**SUPPLIER DECLARATION FORM
(Attached)**

SECTION 11

RFP NUMBER iCLM HQ 0849

**PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR TRANSNET
SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS
(HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS
FOR A PERIOD OF ONE (1) YEAR1 ("THE TENDER")**

**SUPPLIER'S CODE OF CONDUCT
(Attached)**

SECTION 12

RFP NUMBER iCLM HQ 0849

PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS FOR A PERIOD OF ONE (1) YEAR ("THE TENDER")

TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. TPT 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 Tender;
3. at no stage have we received additional information relating to the subject matter of this Tender from TPT sources, other than information formally received from the designated TPT contact(s) as nominated in the Tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by TPT in issuing this Tender and the requirements requested from bidders in responding to this Tender 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: *[Tenderer to indicate if this section is 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 your response and may preclude a Tenderer from doing future business with Transnet]



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 TPT immediately in writing of such circumstances.

7. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Tenderers" overleaf).

8. We further accept that TPT reserves the right to reverse a Tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of _____ 20____

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



SECTION 13

RFP NUMBER iCLM HQ 0849

PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS FOR A PERIOD OF ONE (1) YEAR ("THE TENDER")

**NON-DISCLOSURE AGREEMENT
(Attached)**



SECTION 14

RFP NUMBER iCLM HQ 0849

**PROVISION OF SERVICES FOR THE PLANNER MENTORSHIP PROGRAMME FOR TRANSNET SOC
LIMITED OPERATING AS TRANSNET PORT TERMINALS
(HEREINAFTER REFERRED TO AS "TPT") IN VARIOUS TERMINALS
FOR A PERIOD OF ONE (1) YEAR ("THE TENDER")**

PROPOSED PLANNER MENTORSHIP PROGRAMME AGREEMENT

(Attached)



ANNEXURE A

GUIDELINES FO COMPLETION OF SUPPLIER DEVELOPMENT BID DOCUMENT

(Attached)



**ANNEXURE B
SUPPLIER DEVELOPMENT COMMITMENT**

(Attached)