



**TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP] [SERVICES]**

**FOR THE PROVISION OF LEAN SIX SIGMA MENTORING AND COACHING TRAINING FOR A PERIOD OF TWO (2) YEARS.**

**RFP NUMBER: HOAC-HO-17973**

**ISSUE DATE: 29 JUNE 2015**

**COMPULSORY BRIEFING: 06 JULY 2015**

**CLOSING DATE: 14 JULY 2015**

**CLOSING TIME: 10:00 AM**

**BID VALIDITY PERIOD: 31 OCTOBER 2015**

**SCHEDULE OF BID DOCUMENTS**

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PREVIEW COPY ONLY

**RFP ANNEXURES:**

ANNEXURE A	SPECIFICATION
ANNEXURE B	CLAUSE BY CLAUSE DECLARATION

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

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

## RFP FOR THE PROVISION OF LEAN SIX SIGMA TRAINING MENTORING AND COACHING TRAINING FOR A PERIOD OF TWO (2) YEARS.

### SECTION 1: NOTICE TO BIDDERS

#### 1 INVITATION TO BID

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

<b>DESCRIPTION</b>	PROFESSIONAL SERVICES [the Services]
<b>BID FEE AND BANKING DETAILS</b>	<p><b>R200</b> [inclusive of VAT] per set. Payment is to be made as follows:</p> <p>Bank: Standard Bank  Account Number: 00 237 3963  Branch: Braamfontein  Branch code: 004805  Account name: Transnet Limited Head Office  Reference: HOAC-HO-17973</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.</p>
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	<p>The office of the Secretary at,  Ground Floor  Inyanda 1  21 Wellington Road Street  Parktown  Johannesburg.</p>
<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	<p>Between 09:00 and 15:00 from 29 June 2015-01 July 2015 and until 06 July 2015 at 9:00.</p> <p>Note: If a bid fee is applicable, payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt or presentation to Transnet when collecting the RFP documents.</p>
<b>COMPULSORY BRIEFING SESSION</b>	<p>Transnet Freight Rail <b>Inyanda House 1, Dangani Boardroom, 21 Wellington Road, Johannesburg Parktown</b>  on the <b>6<sup>th</sup> July 2015, at 10:00 AM</b> for a period of ± 2hours</p>
<b>CLOSING DATE</b>	<p><b>10:00 AM on Tuesday 14 JULY 2015</b></p> <p>Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
<b>VALIDITY PERIOD</b>	<p><b>(31 OCTOBER 2015)</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>

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

Respondent's Signature

Date & Company Stamp

## 2 FORMAL BRIEFING

A formal briefing session will be held should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 6 [Communication] below:

A compulsory RFP briefing will be conducted at Transnet Freight Rail **21 Wellington Road, Inyanda House 1, Boardroom, Johannesburg Parktown at 10:00 AM** on the **6<sup>th</sup> July 2015** for a period of  $\pm$  2hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

2.1 *A Certificate of Attendance in the form set out in Section 8 hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.*

2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.

2.3 **Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.**

## 3 PROPOSAL SUBMISSION

Proposals must be submitted in a sealed envelope addressed as follows:

RFP No:	HOAC-HO-17973
Description	PROVISION OF CLEAN SIX SIGMA MENTORING AND COACHING
Closing date and time:	14 JULY 2015 at 10:00 AM
Closing address	[Refer to options in paragraph 4 below]

All envelopes must reflect the return address of the Respondent on the reverse side.

## 4 DELIVERY INSTRUCTIONS FOR RFP

### 4.1 Delivery by hand

If delivered by hand, the envelope is must be deposited in the Transnet tender box which is located at the main entrance Ground Floor, Inyanda 1, 21 Wellington Road Parktown, Johannesburg, and must be addressed as follows:

THE SECRETARIAT  
 TRANSNET ACQUISITION COUNCIL  
 TRANSNET FREIGHT RAIL  
 TENDER BOX  
 OFFICE BLOCK FOYER  
 21 WELLINGTON PARKTOWN  
 JOHANNESBURG 2001

- a) The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no 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, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located at the main entrance and it is accessible to the public 24 hours a day, 7 days a week.

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

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

#### 4.2 **Dispatch by courier**

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT  
TRANSNET ACQUISITION COUNCIL  
GROUND FLOOR  
PARKTOWN  
21 WELLINGTON STREET  
JOHANNESBURG

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 4.4 No email or faxed responses will be considered, unless otherwise stated herein.
- 4.5 The responses to this RFP will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the proposals, information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.6 Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

### 5 **BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS**

As described in more detail in the attached B-BBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

Respondents are required to complete Section 7 [the B-BBEE Preferential Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.**

#### 5.1 **B-BBEE Joint Ventures or Consortiums**

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

.....  
Respondent's Signature

Date & Company Stamp

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.

## 5.2 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and JSEs including any companies designated as B-BBEE Facilitators<sup>1</sup>.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] of the value of the contract to any other entity/entities that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

In terms of Section 7 of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be subcontracted as well as the B-BBEE status of the sub-contractor/s.

*Note: Should a JV be envisaged the principal respondent is required to submit the required responses as indicated above.*

## 6 COMMUNICATION

For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to [Engedzani.Mundalamo@transnet.net] before **12:00 on 13 JULY 2015**

6.1 substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

6.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number Prudence Nkabinde, email

<sup>1</sup> The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

[prudence.nkabinde@transnet.net] Tel: 011-544-9486 or facsimile number 011-774-9760 on any matter relating to its RFP Proposal.

- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date. Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

## 7 CONFIDENTIALITY

- 7.1 All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information relating to a subsequent contract, both during and after completion thereof, will 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 must be obtained from Transnet.

## 8 INSTRUCTIONS FOR COMPLETING THE RFP

- 8.1 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 8.2 Sign one set of original documents [sign, stamp 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 must be a copy of the original signed Proposal.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFP albeit that it was included in the other.
- 8.4 A CD copy of the RFP Proposal must be submitted. Please provide files in MS Word / Excel format, not PDF versions, noting that the signed original set will be legally binding.
- 8.5 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**
- 8.6 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.7 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

## 9 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

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Respondent's Signature

Date & Company Stamp

**10 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 Proposals. In particular, please note that Transnet reserves the right to:

- 10.1 modify the RFP's Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 10.4 not necessarily accept the lowest priced Proposal or an alternative bid;
- 10.5 reject all Proposals, if it so decides;
- 10.6 withdraw the RFP on good cause shown;
- 10.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 10.9 split the award of the contract between more than one Service Provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.10 make no award of a contract;
- 10.11 should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.
- 10.12 Transnet reserve the right to lower the threshold by 10% or 20%.

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document.

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

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

**11 LEGAL REVIEW**

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

**Transnet urges its clients, suppliers and the general public**

**to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS: 0800 003 056**

Respondent's Signature

Date & Company Stamp



## RFP FOR THE PROVISION OF LEAN SIX SIGMA TRAINING MENTORING AND COACHING TRAINING FOR A PERIOD OF TWO (2) YEARS.

### ANNEXURE A

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

##### **1.1 Background**

- The TFR Extended EXCO has identified the high yield flow initiative that will enable TFR to achieve its tonnage, revenue and EBIDTA targets. The Enterprise Programme Management Office will drive the High Yield flow programme as directed by the Leadership Sponsorship Coalition.
- The challenge to the department is a lack of sufficient certified Lean 6 Sigma practitioners to support the high yield flows initiative. The department requires assistance from expert service providers in the application of benchmarked best practice, Lean 6 Sigma approaches to develop competence and confidence level's of the individuals that received the training. The additional challenge is the lack of data collection software tool to analyses or OD pair performance, which will be critical to understand the root causes of the performance challenges.
- The objectives of the High Yield Flow Programme is outlined in the programme charter. The Service Provider will facilitate coaching, certifying and mentoring sessions, in the office and in the field, making use of the statistical analysis software to identify the route causes to our flow problems. The Service Provider will provide coaching and facilitation assistance to the High Yield Flow steering committee.

##### **1.2 The scope of work required during this period to support the**

###### **Initiatives are further outlined below;**

- 1.2.1 advising and coaching the lean 6 sigma practitioners and steering committee to enable the effective management the HYF initiative which is critical to the achievement of the 257 million tons annual target and EBIDTA.
- 1.2.2 formation of certification committee comprising of the GM ODP, EM EPMO, EM OCC and the service provider. The objectives and expected outcomes of the committee is the certification of the Lean 6 Sigma practitioners, based on the size, type and benefit of the project.
- 1.2.3 The service provider will work with the project teams using the analysis tools to accurately define, measure, analyse, improve and control. The Lean and Six Sigma initiatives which emanate from the HFY.

### **1.3 Technical Requirements**

- 1.3.1 Provide lean and six sigma coaching and mentoring for the people who received training.
- 1.3.2 Provide the DMAIC methodology coaching for green belts and black belts
- 1.3.3 Be able to deliver coaching and mentoring out of the class room environment on a weekly basis.
- 1.3.4 Be able to facilitate projects on an ad hoc basis for the duration of the 12 months, unless the business requires a lesser period
- 1.3.5 Be able to facilitate proper use of currently selected statistical analysis tools used by TFR for the period 12 months, unless the business requires a lesser period
- 1.3.6 Be able to deliver this mentoring and coaching on the application of the training material which was provided or agreed upon by TFR in the previous contract
- 1.3.7 Be accredited to give all six sigma certification (White, Yellow, Green, and Black Belts)
- 1.3.8 Must be able to conduct this mentoring and coaching anywhere in the country, not limited to one city/province
- 1.3.9 Must be able to run a certification session in a classroom environment with project team members at a preferred venue.
- 1.3.10 Depending on a number of suppliers awarded this tender, a supplier may be required to run more than one mentoring and coaching session per week
- 1.3.11 Service providers may be required to run mentoring and coaching sessions weekly, on a continuous basis until all training has been completed
- 1.3.12 Certified Master Black Belt to facilitate coaching, mentoring, certification of the Lean Six Sigma Trainee's
- Lean Six Sigma Project Facilitation
  - Data Collection Software development

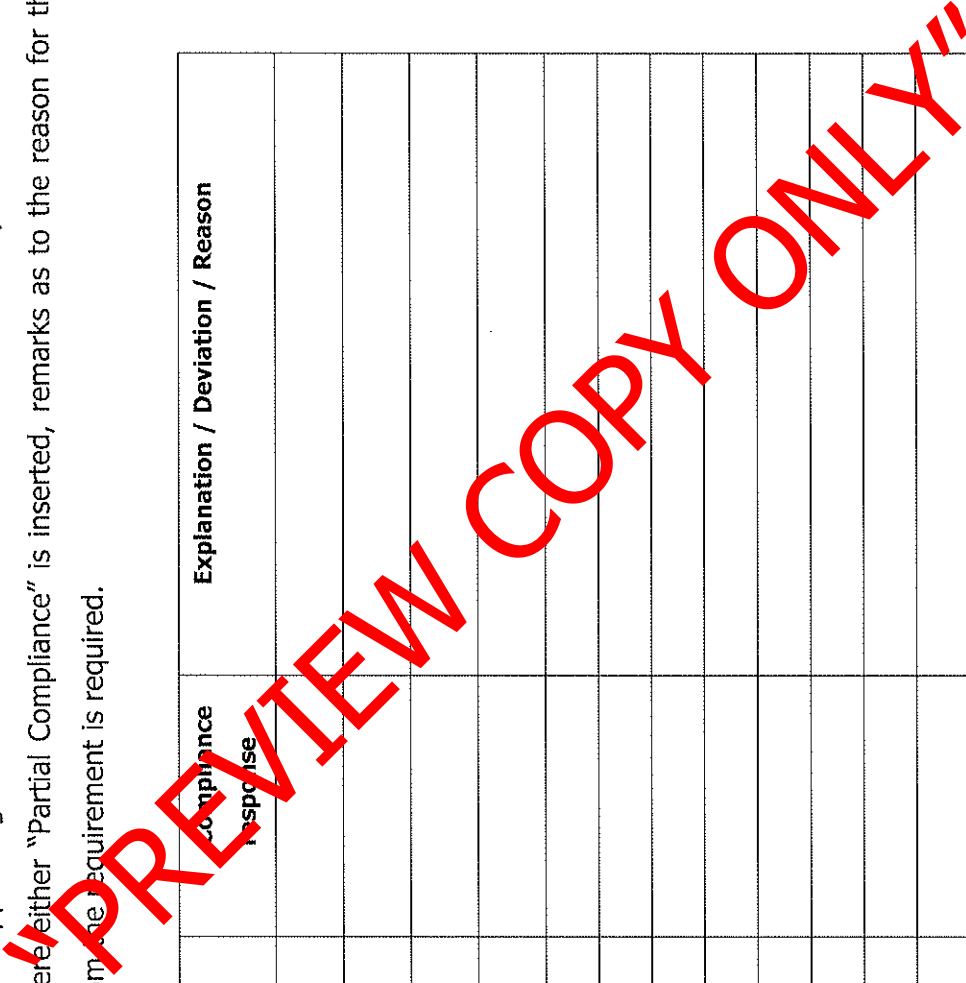
**ANNEXURE B**

**CLAUSE BY CLAUSE DECLARATION**

The compliance response is to contain ONLY the following statements, "Noted", "Comply", "Partial Compliance" or "Do not comply".

Noted is to be applied against statements and either of the other responses for all other clauses. Where either "Partial Compliance" is inserted, remarks as to the reason for the deviation from the requirement is required.

Clause	Compliance Response	Explanation / Deviation / Reason
1.2.1		
1.2.2		
1.2.3		
1.3.1		
1.3.2		
1.3.3		
1.3.4		
1.3.5		
1.3.6		
1.3.7		
1.3.8		
1.3.9		
1.3.10		
1.3.11		
1.3.12		



Company Name: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_ Signature: \_\_\_\_\_

As prescribed in terms of the PPPFA and its Regulations, Respondents are to note the following:

Functionality is included as a threshold with a prescribed percentage threshold of 100%, bidders must confirm that they can provide all listed services required.

*Respondents must complete and submit **Annexure B– Technical Submission which includes a clause by clause declaration.***

*A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Annexure B.*

### **3 GREEN ECONOMY / CARBON FOOTPRINT**

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

### **4 GENERAL SERVICE PROVIDER OBLIGATIONS**

**4.2** The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

**4.3** The Service Provider(s) must comply with the requirements stated in this RFP.

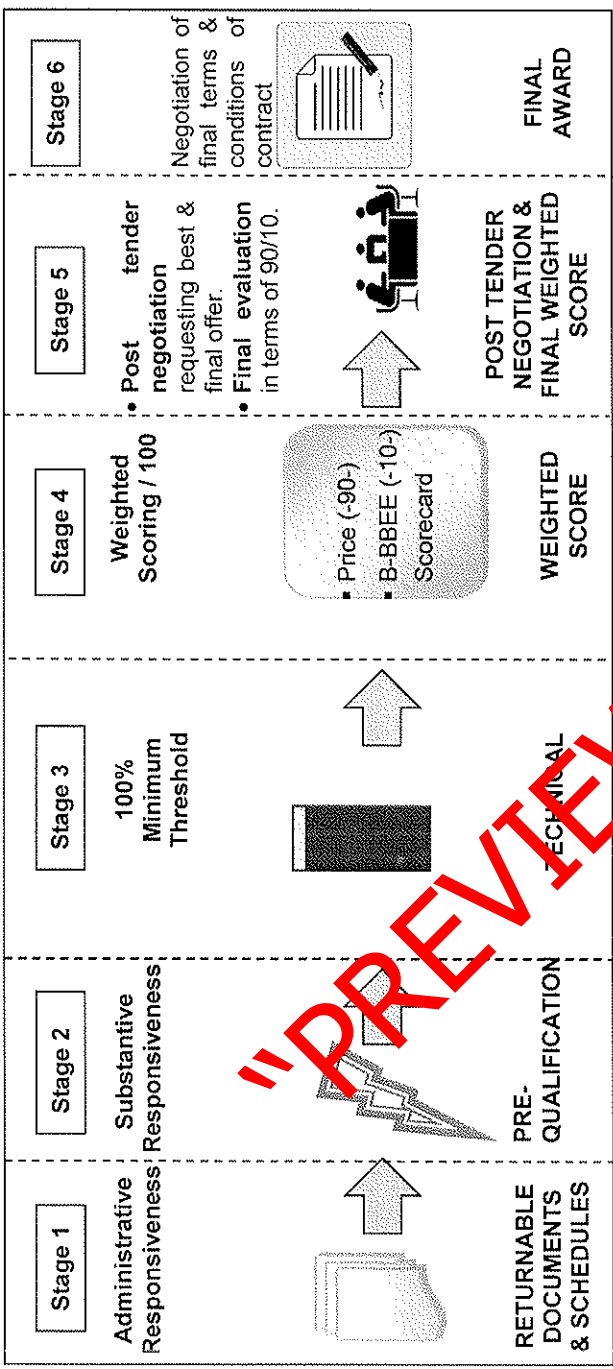
**PREVIEW COPY ONLY**

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

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

**5 EVALUATION METHODOLOGY**

Transnet will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must therefore not be interpreted to mean that bidders have necessarily passed any previous stage(s).

**5.2 STAGE ONE: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following

Administrative responsiveness check		TRFP Reference
• Whether the Bid has been lodged on time		Section 3 paragraph 3
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time		Section 4
• Verify the validity of all returnable documents		Section 4, page 25
• Whether any Technical pre-qualification set by Transnet have been met as follows: <ul style="list-style-type: none"> <li>- Submission of Clause by clause compliance to the specification.</li> </ul>		Section 2 – Scope of Work (and Annexure A)
• Whether the Bid contains a priced offer	Section 3	Section 3

**The test for administrative responsiveness [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for further pre-qualification**

Respondent's Signature

Date & Company Stamp

**5.3 STAGE TWO: Test for Substantive Responsiveness (Mandatory) to RFP**

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness (mandatory)	RFP Reference
<ul style="list-style-type: none"> <li>Whether any general pre-qualification criteria set by Transnet, have been met;</li> <li>SETA Accreditation</li> <li>Certified Master black belt, yellow belt and green belt</li> </ul>	<p>Section 1 paragraphs 2.2, 6, 10.3</p> <p>Section 4 – validity period General Bid Conditions - clause 19</p> <p>Sections 10, 11</p>

**The test for substantive responsiveness [Stage Two] must be passed for a Respondent's proposal to progress to Stage Three for further evaluation**

**5.4 STAGE THREE: Minimum Threshold 100% for Technical Criteria**

The test for the Technical and Functional threshold will include the following:

Technical Criteria	% Weightings	RFP Reference
Full compliance to Scope of Work/Specification by means of Clause by clause compliance to the specification. (Bidders must confirm that they can provide all categories of services listed in Annexure A).	95%	Section 2, paragraph 3
Proposed work programme	5%	
<b>Total Weighting:</b>		<b>100%</b>

The following applicable values will be utilised when scoring each criterion mentioned above:

**The minimum threshold for technical/functionality [Stage Three] must be met or exceeded for a Respondent's Proposal to progress to Stage Four for final evaluation**

**5.5 STAGE FOUR: Evaluation and Final Weighted Scoring**

- a) **Price Criteria** [Weighted score 90 points]:

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

- $Ps$  = Score for the Bid under consideration
- $Pt$  = Price of Bid under consideration
- $Pmin$  = Price of lowest acceptable Bid

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

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

- b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 10 points]
  - B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

**5.6 SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Percentage [95%]
Technical / Functionality	100%

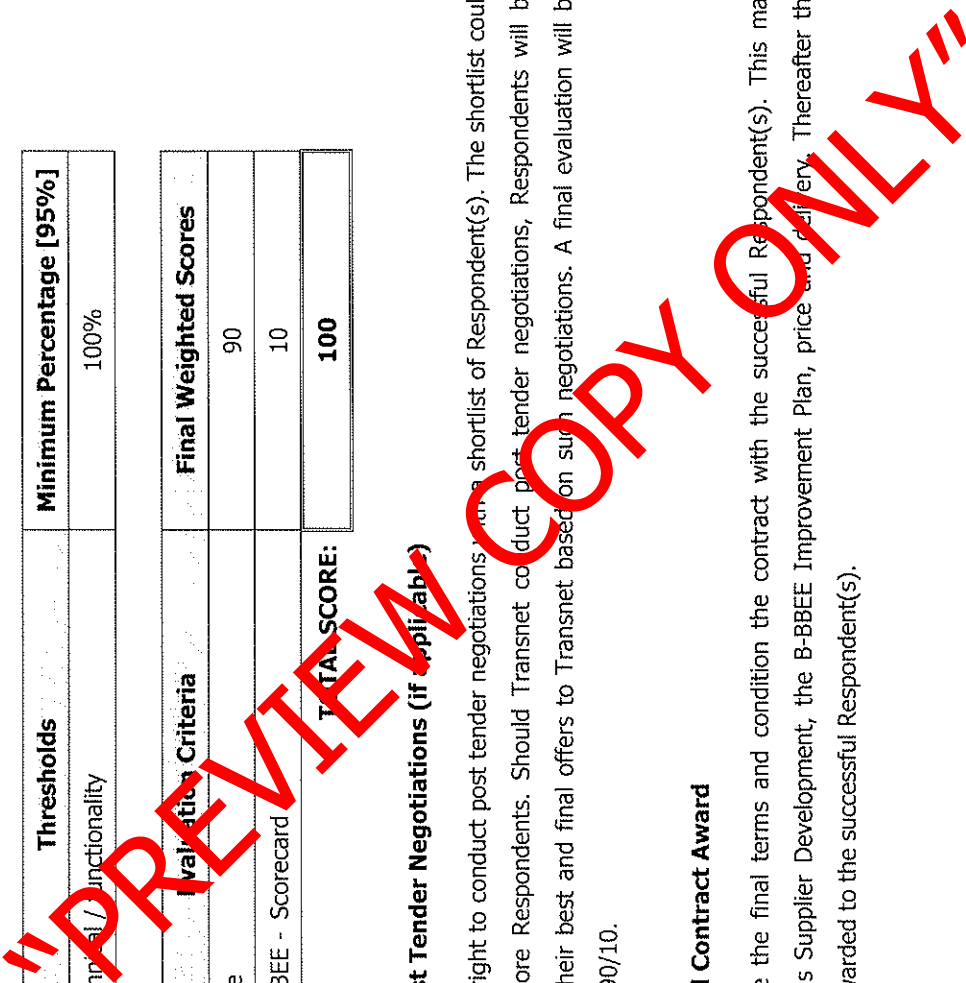
Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

**6 STAGE FIVE: Post Tender Negotiations (if applicable)**

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 90/10.

**7 STAGE SIX: Final Contract Award**

Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Supplier Development, the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).



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

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

**IMPORTANT NOTICE TO RESPONDENTS**

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net).

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

**PREVIEW COPY ONLY**

---

Respondent's Signature

Date & Company Stamp



**RFP FOR THE PROVISION OF LEAN SIX SIGMA TRAINING MENTORING AND COACHING TRAINING FOR A PERIOD OF TWO (2) YEARS.**

**SECTION 3: PRICING AND DELIVERY SCHEDULE**

Respondents are required to complete the table below:

Type of belt	Rate per hour
Lean	R
Green belt	R
Black Belt Practitioner	R
<b>TOTAL PRICE</b>	<b>R</b>
<b>Team Rate</b>	<b>Rate per hour</b>
Group of 5 Lean Project	R
Group of 5 Green Belt Project	R
Group of 5 Black Belt Project	R
<b>TOTAL PRICE</b>	<b>R</b>

**Notes to Pricing:**

- a) Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviations from this pricing schedule could result in a bid being declared non responsive.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- d) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 1, clause 1]

YES

**OR**

- e) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing the following price index/indices/adjustment formula. [Not to be confused with bid validity period Section 1, clause 1]

.....

.....

YES

.....  
Respondent's Signature

Date & Company Stamp

**1 DISCLOSURE OF PRICES TENDERED**

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

YES	NO
-----	----

**2 PRICE REVIEW**

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

**3 "AS AND WHEN REQUIRED" CONTRACTS**

- 3.1 Purchase orders will be placed on the Service provider(s) from time to time as and when Services are required.
- 3.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period, lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 3.3 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

\_\_\_\_\_

Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays

\_\_\_\_\_

**4 EXCHANGE AND REMITTANCE**

The attention of the Respondents is directed to clause 16 [Exchange and Remittance] of the General Bid Conditions. If Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or service provider, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

- 4.1 ZAR 1.00 [South African currency] being equal to \_\_\_\_\_ [foreign currency]
- 4.2 \_\_\_\_\_ % in relation to tendered price(s) to be remitted overseas by Transnet
- 4.3 \_\_\_\_\_ [Name of country to which payment is to be made]
- 4.4 Beneficiary details:
- 4.5 Name [Account holder] \_\_\_\_\_  
Bank [Name and branch code] \_\_\_\_\_

Swift code \_\_\_\_\_  
Country \_\_\_\_\_  
4.6 \_\_\_\_\_ [Applicable base date of Exchange Rate used]

Respondents are advised that should a contract be awarded for deliveries on an "as and when required" basis, any future remittance(s) to overseas principals/service providers, as instructed above, will be based on the currency rate of exchange related to the contractual price of the Services at that time.

Respondents should note that Transnet would prefer to receive fixed price offers expressed in South African Rand [ZAR].

## 5 SERVICE LEVELS

- 5.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 5.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 5.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 5.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- Random checks on compliance with quality standards/specifications
  - On-time delivery
- If the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter
- 5.5 The Service provider must provide a telephone number for customer service calls.
- 5.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

### Acceptance of Service Levels:

YES	
-----	--

	NO
--	----

## 6 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

- 6.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation services and related logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

### Accepted:

YES	
-----	--

	NO
--	----

If "yes", please specify details in paragraph 6.2 below.

6.2 Respondents must briefly describe their commitment to TCO and 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 below.

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

**7 RISK**

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Service provider, in relation to:

7.1 **Quality and specification of Services delivered:**

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

7.2 **Continuity of supply:**

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

7.3 **Compliance with the Occupational Health and Safety Act 85 of 1993:**

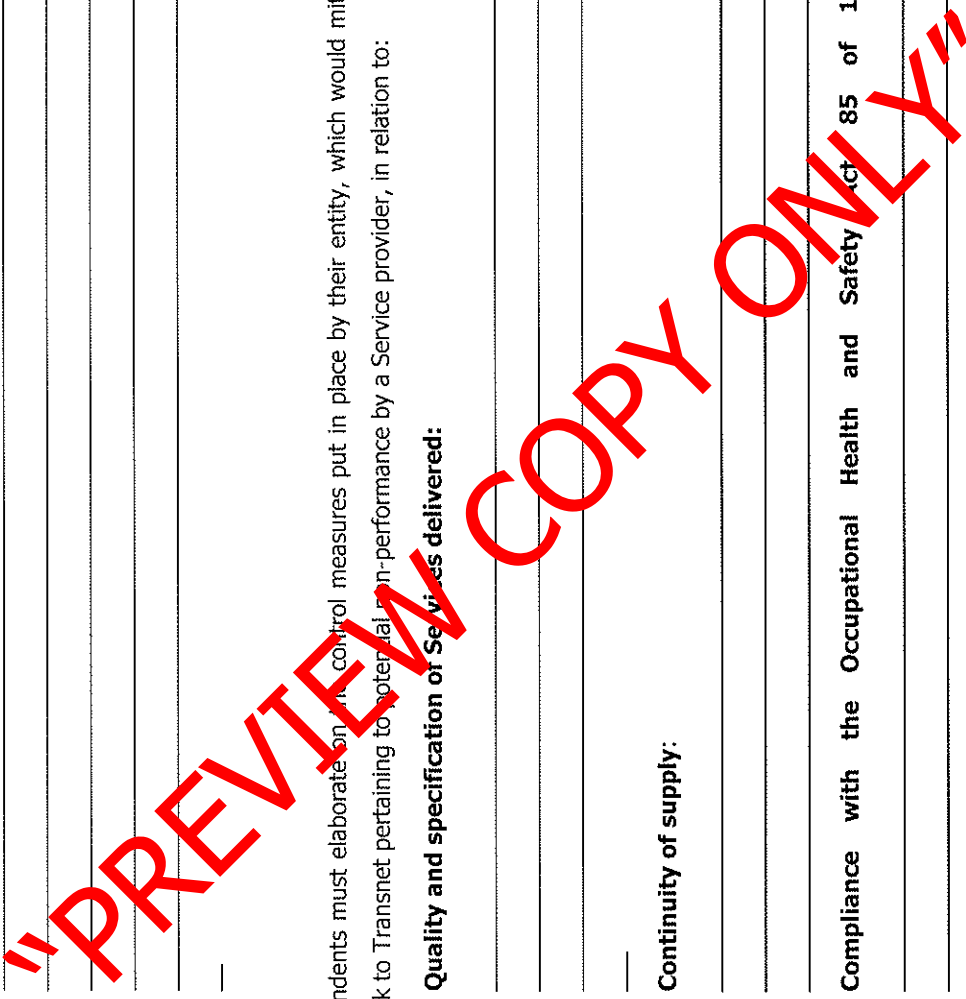
\_\_\_\_\_  
\_\_\_\_\_

7.4 **Compliance with the National Railway Safety Regulator Act, 16 of 2002:**

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

**8 REFERENCES**

Please indicate below a minimum of *three* company names and contact details of previous and/or existing customers whom Transnet may contact to seek third party evaluations of your service levels:

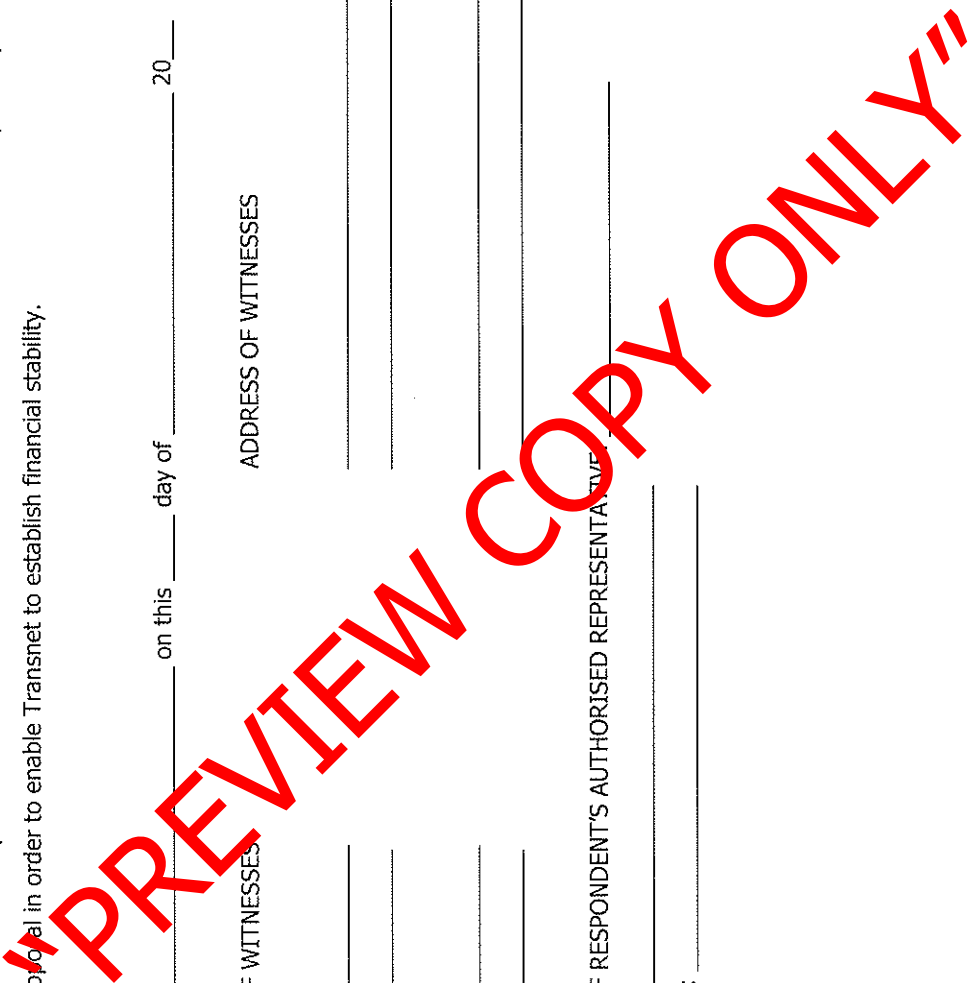


NAME OF COMPANY	CONTACT PERSON	TELEPHONE

Please provide a minimum of three reference letters of previous and/or existing customers.

**9 FINANCIAL STABILITY**

Respondents are required to submit their latest audited financial statements for the past 3 years with their Proposal in order to enable Transnet to establish financial stability.



SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF WITNESSES \_\_\_\_\_ ADDRESS OF WITNESSES \_\_\_\_\_

1 \_\_\_\_\_  
Name \_\_\_\_\_

2 \_\_\_\_\_  
Name \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE \_\_\_\_\_

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

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

**RFP FOR THE PROVISION OF LEAN SIX SIGMA TRAINING MENTORING AND COACHING TRAINING FOR A PERIOD OF TWO (2) YEARS.**

**SECTION 4: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS**

I/We \_\_\_\_\_  
[name of entity, company, close corporation or partnership] of [full address]

carrying on business trading/operating as \_\_\_\_\_

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

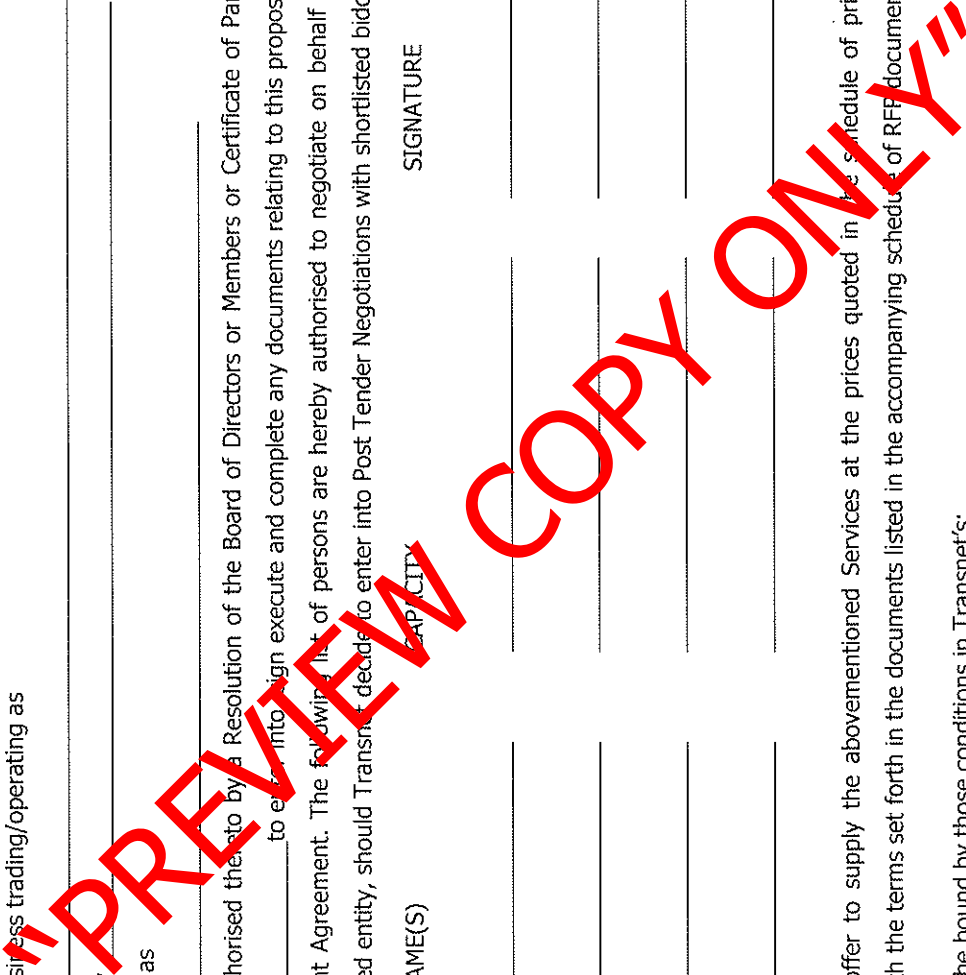
being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated \_\_\_\_\_ to enter into and sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME(S)

CAPACITY

SIGNATURE

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



I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

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

- (i) Terms and Conditions of Contract - Services
- (ii) General Bid Conditions – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award/intent, 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 a letter of intent [the **Letter of Intent**], this Proposal [and, if any, its covering letter and any subsequent exchange of

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correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, 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 two years as and when required only.

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non compliance with material terms of this RFP including the delayed delivery of the Services due to non-compliance by ourselves. In addition, I/we agree that noncompliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

**ADDRESS FOR NOTICES**

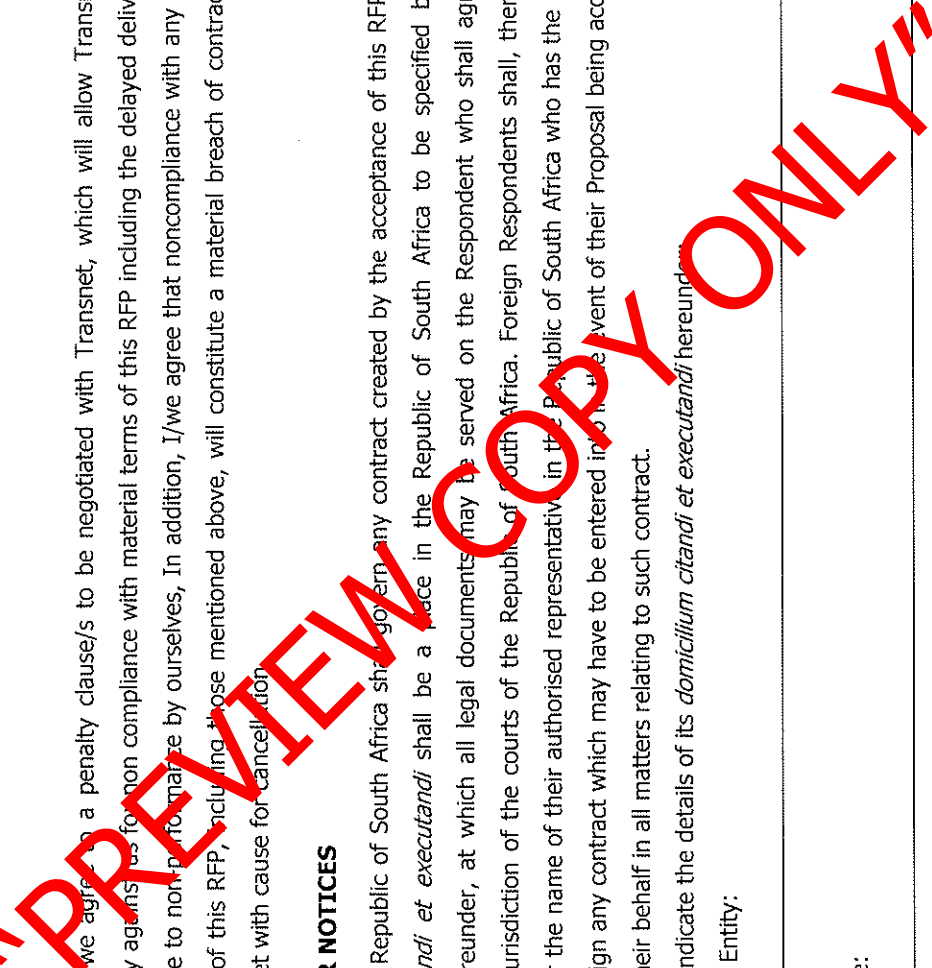
The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who 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 authorised representative in the Republic of South Africa who has the power of attorney 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 such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**NOTIFICATION OF AWARD OF RFP**

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

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

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

**VALIDITY PERIOD**

Transnet requires a validity period of 90 [ninety] Business Days [from closing date] against this RFP.

**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)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_



**RETURNABLE DOCUMENTS**

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. **Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

**a) Mandatory Returnable Documents**

***Failure to provide all Mandatory Returnable Documents at the closing date and time of this tender will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.***

Please confirm submission of the mandatory Returnable Documents detailed below by so indicating [Yes or No] in the table below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 3 : Fully completion of Pricing and Delivery Schedule	
ANNEXURE B : Compliance to Specification (clause by clause)	
SETA Accreditation	
Certified Master Black Belt, Yellow Belt and Green Belt	

**b) Essential Returnable Documents**

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **essential Returnable Documents** as detailed below.

***Failure to provide all essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.***

Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:



ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES		SUBMITTED [Yes or No]
Receipt for payment of RFP documents [paragraph 1]		
SECTION 4 : Proposal Form and List of Returnable documents		
-	Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certificate as per the requirements stipulated in the B-BBEE Claims Form Section 7.	
Note: Failure to provide these required documents at the closing date and time of the RFP will result in an automatic score of zero being allocated for preference.		
-	In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 8 : Certificate of attendance of compulsory RFP Briefing		
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]		
SECTION 5 : RFP Declaration and Branch of Law Form		
SECTION 7 : B-BBEE Preference Claim Form		

**c) Additional Documents**

In addition to the requirements of paragraphs (a) and (b) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below. Please confirm submission of these additional documents by so indicating (Yes/No) in the table below:

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract **[the Agreement]** and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

**By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd 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.**

Bidders furthermore agree that Transnet SOC Ltd shall recognise no claim from them for relief based on an allegation that they have overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating their offered prices or otherwise.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid which they intend to respond on, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

- 1 General Bid Conditions
- 2 Terms and Conditions of Contract for the supply of Services to Transnet
- 3 Supplier Integrity Pact\*
- 4 Non-disclosure Agreement\*
- 5 Specifications and drawings included in this RFP
- 6 Vendor Application Form\* and supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information (e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s).

\*(available on Transnet's website or upon request)

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

2 \_\_\_\_\_  
Name \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

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

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

Respondent's Signature

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

### RFP FOR THE PROVISION OF LEAN SIX SIGMA TRAINING MENTORING AND COACHING TRAINING FOR A PERIOD OF TWO (2) YEARS.

#### Section 5: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: \_\_\_\_\_

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 RFP Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Services as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at this Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information normally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. we are satisfied, insofar as our entity 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;
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

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

ADDRESS:

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Indicate nature of relationship with Transnet:

---

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

9. 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 entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
10. 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.
11. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendation of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

**BREACH OF LAW**

12. We further hereby certify that I/we (the bidding entity and/or any of its directors, members or partners) **have/have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

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DATE OF BREACH: \_\_\_\_\_

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

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

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

HOAC-HO-17973

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

**"PREVIEW COPY ONLY"**

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

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

**RFP FOR THE PROVISION OF LEAN SIX SIGMA TRAINING MENTORING AND COACHING TRAINING FOR A PERIOD OF TWO (2) YEARS.**

**Section 6: RFP CLARIFICATION REQUEST FORM**

RFP No: HOAC-HO-17973

RFP deadline for questions / RFP Clarifications: Before 12:00 on 13 July 2015

TO: Transnet SOC Ltd  
 ATTENTION: The Tender Administrator  
 EMAIL: [Engedzani.mundalamo@transnet.net]  
 DATE: \_\_\_\_\_  
 FROM: \_\_\_\_\_

RFP Clarification No [to be inserted by Transnet]

**REQUEST FOR RFP CLARIFICATION**

**PREVIEW COPY ONLY!!!**

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## RFP FOR THE PROVISION OF LEAN SIX SIGMA TRAINING MENTORING AND COACHING TRAINING FOR A PERIOD OF TWO (2) YEARS.

### Section 7: B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

#### 1. INTRODUCTION

- 1.1 A total of ..... preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

#### 2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to a invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11

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October 2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored

Respondent's Signature

Date & Company Stamp



- equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes

provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement of Good Practice Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

## 5. B-BBEE STATUS AND SUBCONTRACTING

- 5.1 **Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:**

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 10 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

- 5.2 **Subcontracting:**

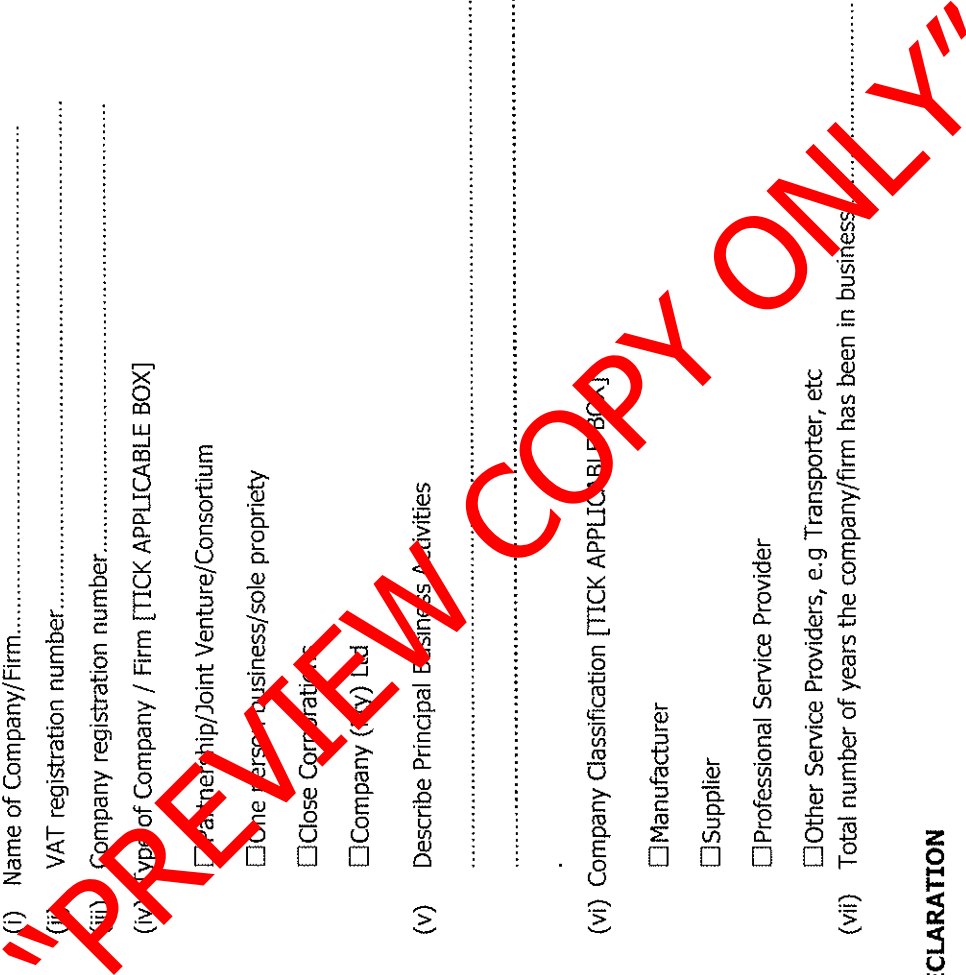
Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? .....%
- (ii) The name of the subcontractor .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? ..... YES/NO

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
  - Partnership/Joint Venture/Consortium
  - One person business/sole propriety
  - Close Corporation
  - Company (Pty) Ltd
- (v) Describe Principal Business Activities .....



- (vi) Company Classification [TICK APPLICABLE BOX]
  - Manufacturer
  - Supplier
  - Professional Service Provider
  - Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....

**BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that

- person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
  - (e) forward the matter for criminal prosecution.

**WITNESSES:**

1. ....

2. ....

COMPANY NAME: .....

ADDRESS: .....

DATE: .....

SIGNATURE OF BIDDER

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HOAC-HO-17973

**RFP FOR THE PROVISION OF LEAN SIX SIGMA TRAINING MENTORING AND COACHING  
TRAINING FOR A PERIOD OF TWO (2) YEARS.**

**Section 8: CERTIFICATE OF ATTENDANCE OF RFP BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) \_\_\_\_\_ *[name of entity]*

attended the RFP briefing in respect of the proposed Services to be rendered in terms of this RFP on \_\_\_\_\_ 20\_\_\_\_

**"PREVIEW COPY ONLY"**

TRANSET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

EMAIL \_\_\_\_\_

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

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