



TRANSNET FREIGHT RAIL

a Division of  
TRANSNET LIMITED  
(Registration No. 1990/000900/06)

## REQUEST FOR PROPOSAL (“RFP”)

**RFP NUMBER**  
**1030 98858**

THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA (‘S) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.

FOR A PERIOD OF TWO YEARS (2 YEARS).

**ISSUE DATE** : 02<sup>nd</sup> August 2009  
**CLOSING DATE** : 25<sup>th</sup> August 2009  
**OPTION DATE** : 30 November 2009

**Briefing Session**

**Venue** : 15 Girton Road  
Ground Floor  
Umjantshi Boardroom A,B and C  
Inyanda House 2  
**Date** : 12<sup>th</sup> August 2009  
**Time** : 10H00 to 12H00

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

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Respondent's signature

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**RFP NUMBER  
1030 98858**

**PROVISION OF SERVICES  
FOR A PERIOD OF ONE YEAR**

**SCHEDULE OF DOCUMENTS**

**Section**

- 1. Notice to Bidders**
- 2. Background, Overview and Scope of Requirements**
- 3. Proposal Form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFP Documents**
- 6. Pricing and PROJECT Plan**
- 7. General Tender Conditions**
- 8. Standard Terms and Conditions of Contract (US7)**
- 9. Non-Disclosure Agreement**

**PREVIEW COPY ONLY**

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## SECTION 1

RFP NO: 1030 98858

### THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA ('S) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.

FOR A PERIOD OF TWO YEARS

#### NOTICE TO BIDDERS

1. Proposals are requested from interested Respondents to supply the above-mentioned services to TRANSNET.

On or after 02<sup>nd</sup> of August 2009 RFP documents may be inspected at, and are obtainable from the Transnet Tender Advice Centre, Level 100, Carlton Centre, 150 Commissioner Street, Johannesburg.

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

OR

Proposals are requested from interested / selected Respondents to supply the above-mentioned requirement(s) to TRANSNET.

On or after 02<sup>nd</sup> of August 2009 the RFP documents may be inspected at, and are obtainable from the from the Transnet Tender Advice Centre, Level 100, Carlton Centre, 150 Commissioner Street, Johannesburg. on payment of an amount of R 750.00 (Bank guaranteed cheques or cash only) per set.

A compulsory pre-Proposal site meeting and/or briefing session will be conducted at 15 Girton Road, Inyanda House 2, Parktown on the 12<sup>th</sup> of August 2009, at 10H00 for a period of ± 2 (Two) hours. (**Respondent to provide own transportation and accommodation**).

Respondents failing to attend the compulsory site meeting and/or briefing session will be disqualified.

Respondents without a valid RFP document in their possession will not be allowed to attend the site meeting and/or briefing session.

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The briefing session will start punctually at 10H00 and Respondents arriving late will not be accommodated.

For specific **commercial** queries before the closing of the RFP, the following TRANSNET employee(s) may be contacted on the following details:

Name : Tarryn Foster  
Division : Transnet Freight Rail (Supply Chain Services)  
Email : Tarryn.Foster@transnet.net  
Tel : (011) 584-0602

For specific **technical** queries before the closing of the RFP, the following TRANSNET employee(s) may be contacted on the following details:

Name : Brian Mongoma  
Division : Transnet Freight Rail (Supply Chain Services)  
Email : Brian.Mongoma@transnet.net  
Tel : (011) 773-8823 or 083 237 9866

2. Proposals in triplicate must reach the Chairperson, Transnet Freight Rail Acquisition Council, P.O.Box 4244, Johannesburg 2000 before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) **RFP NO** : 1030 98858
- (b) **Description** : THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA ('S) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.
- (c) **Closing date and time** : Tuesday 25<sup>th</sup> August 2009 at 10h00
- (d) **Closing address** (refer options paragraph 4, 5 and 6 below)

3. **DELIVERY INSTRUCTIONS FOR THIS RFP:**

4.1 **If posted**, the envelope must be addressed to the Secretary, TRANSNET Acquisition Council, P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFP. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.

4.2 **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance and should be addressed as follows:

**THE CHAIRPERSON  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
Ground Floor  
TENDER BOX  
21 Wellington Road  
Inyanda House  
Parktown  
Johannesburg**

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

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

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

**THE CHAIRPERSON  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
Ground Floor  
TENDER BOX  
21 Wellington Road  
Inyanda House  
Parktown  
JHB**

4. Please note that this RFP closes punctually at 10:00 on Tuesday 25<sup>th</sup> August 2009.
5. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
6. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED
7. The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
8. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
9. Envelopes must not contain documents relating to any RFP other than that shown on the envelope.
10. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
11. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TRANSNET fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET therefore prefers to do business with local business enterprises who share these same values.

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To this end, TRANSNET will seriously reconsider continued business relationships with such local business enterprises that do not possess a BBBEE “recognition level” of at least a Level 5. TRANSNET consequently urges Respondents (large enterprises and QSE’s – see 14.1 below) to have themselves accredited by any one of the various Accreditation Agencies available, who establish BBBEE ratings in accordance with the latest Codes (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies) – “List of Full Members” as displayed on the ABVA website ([www.abva.co.za](http://www.abva.co.za)).

Although no Agencies have, as yet, been accredited by SANAS (SA National Accreditation System), TRANSNET will, in the interim, accept rating certificates from Respondents who have been verified by any of the listed Agencies.

- 12.1 Enterprises will be rated by such agencies based on the following:
- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
    - Rating level based on all 7 (seven) elements of the BBBEE scorecard
  - (b) **Qualifying Small Enterprises – QSE (i.e annual turnover >R5 million but <R35 million):**
    - Rating based on any 4 (four) of the elements of the BBBEE scorecard
  - (c) **Emerging Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
    - Automatic BBBEE Level 4 rating, irrespective of race of ownership, i.e. 100% BBBEE recognition
    - Black ownership >50% and/or Black Women ownership >30% automatically qualifies for a BBBEE Level 3 rating, i.e. 110% BBBEE recognition
    - EME’s should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%
- 12.2 In addition to the above, Respondents who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their Proposals the percentage of the total contract value which would 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 subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished.
- 12.3 In view of the high emphasis which TRANSNET places on Broad-based Black Economic Empowerment, TRANSNET will allow certain preference points for BBBEE in the evaluation of all responses which will depend on the value of the ensuing business award.
- Where the contract value will be less than R2 million, the 80/20 point preference system will be utilised
  - Where the contract value will be more than R2 million, the 90/10 point preference system will be utilised
- ie. The Respondent’s BBBEE rating will be scored out of a maximum of 20 or 10 points respectively in the evaluation process.

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**Each Respondent is required to furnish proof of its BBEE status to TRANSNET.  
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 accreditation certificate by an ABVA accreditation agency (registered as a "Full Member").

**12. COMMUNICATION**

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFP to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing date of the RFP, communicate with the Secretary of the **TRANSNET Freight Rail Acquisition Council**, at telephone no. **011 544-9577 / 3522** or fax no. **011 774-9760** on any matter relating to its RFP response.

**13. RFP SCHEDULE**

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with TRANSNET representatives. Respondents are to provide a list of persons who are mandated to negotiate on behalf of their company, together with their contact details.

**14. INSTRUCTIONS FOR COMPLETING THE RFP**

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

**15. COMPLIANCE**

The Respondent shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

**16. ADDITIONAL NOTES:**

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response

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- Respondents are to note that Proposals in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Proposal must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf must be submitted along with the Proposal
- All prices must be quoted in South African Rands
- TRANSNET reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents

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

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS  
MAY RESULT IN THE PROPOSAL BEING REJECTED.**

#### 17. DISCLAIMERS

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

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

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

#### 18. Any PROPOSAL submitted by a Respondent is subject to negotiation and review of the proposed contract by TRANSNET's Legal Counsel.

NAME OF RESPONDENT : \_\_\_\_\_

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PHYSICAL ADDRESS : \_\_\_\_\_

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Respondent's contact person:	Name:	_____
	Designation:	_____
	Telephone:	_____
	Cellphone:	_____
	Facsimile:	_____
	Email:	_____

**TRANSNET urges its clients and suppliers to report any fraud or corruption on the part of TRANSNET's employees to  
TIP-OFFS ANONYMOUS : 0800 003 056**

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## SECTION 2

RFP NO: 1030 98858

### PROJECT SPECIFICATION

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S)) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL FOR A TWO YEAR PERIOD.**

### BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

#### 1. PURPOSE OF THE CONTRACT

Seeking proposals and appoint an Approved Inspection Authority(s) (AIA('s)) to provide services as reflected under item 3 below, the scope.

#### 2. BACKGROUND

In terms of the Occupational Health and Safety Act of 1993, each employer must ensure a safe and healthy working environment. As a management tool the employer is required by law to conduct various risk assessments and occupational hygiene surveys that will inform medical surveillance programs in the work place to ensure that the workplace is safe and without risks. Should any deviations from the relevant Act and Regulations be reported, management need to implement control measures to mitigate the identified risk. Without the above-mentioned assessments, it becomes impossible to identify risks and management cannot intervene proactively. Without a proper occupational hygiene management system in place, health and safety programmes become reactive and therefore resulting in high medical and compensation costs.

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The Occupational Health and Safety Act places the onus on employers to ensure that the working environment is safe and without risks to the health of their employees. In order to accomplish this, employers must through the services of a competent person assess the exposure of their employees to hazardous environmental conditions in the workplace. Where this assessment indicates an ongoing risk from exposure, they must measure that exposure, compare the results with prescribed standards and implement the steps that are needed to comply with the provisions of the Act. This process which is known as monitoring, must be performed or verified by an Approved Inspection Authority.

These competencies and/or registration do not exist within Transnet Freight Rail in terms of an Approved Inspection Authority.

Transnet Freight Rail is divided into 3 (three) major regions which are central, eastern and western region. Within these regions there are train depots, yards, workshops, administration buildings and Operational railway lines.

The following regions comprises of the following areas but not limited:

### **1. Eastern Region**

- Pyramid South
- Rustenburg
- Witbank
- Nelspruit
- Ermelo
- Richardsbay
- Vryheid
- Koedoespoort
- Ogies
- Empangeni

### **2. Western Region**

- Port Elizabeth
- East London
- Bloemfontein
- Kimberly
- Iron Ore Saldahna

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- Worcester
- Bellville

### 3. Central Region

- Durban
- Ladysmith
- Lydenburg
- Sentrarrand
- Nelspruit
- Isando
- Krugersdorp
- Vereeniging
- Klerksdorp
- Polokwane
- Pretoria
- Kroonstad

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### 3. SCOPE OF WORK

- Assist in conducting and reviewing Occupational Hygiene Risk Assessments within all departments of Transnet Freight Rail nationally;
- All risk assessments conducted within Transnet Freight Rail will be carried out in accordance with the Transnet Freight Rail's Risk Assessment procedure, model, technique and report writing format.
- Assist in the development, implementation and maintenance of the Occupational Hygiene Systems;
- Assist with the development, review and maintenance of a national occupational hygiene survey sampling strategy;
- Assist in annual planning to conduct occupational hygiene surveys on all identified Occupational Hygiene stressors nationally to ensure legal compliance within Transnet Freight Rail;
- Assist in the development and management of Occupational Hygiene related standards and policies for implementation at all TFR functional areas and depots;
- Assist in the development and management of an Occupational Hygiene system that will integrate Occupational hygiene, Occupational medicine and Occupational Safety;
- The mentioned sampling strategy will determine the type, frequency and number of occupational hygiene surveys to be conducted to meet legal compliance within Transnet Freight Rail;
- The mentioned annual plan will determine the type, location and date of occupational hygiene surveys to be conducted to meet legal compliance within Transnet Freight Rail;
- Conduct occupational hygiene surveys in accordance with the mentioned strategy, OESSM document and plan to determine the Occupational Exposure Limits (OEL's) of identified Occupational Hygiene stressors within Transnet Freight Rail and where OEL's are not available best practice will be applied;
- Provide scientific interpretation of Occupational Hygiene measurement results;

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- Provide reports together with findings and recommendations of all occupational hygiene surveys conducted that will meet legal compliance and formulation of recommendations for alleviation of such problems;
- Provide any assistance and guidance in terms of occupational hygiene that may be required.
- The contract will be for a period of 2 years. At the end of the contract period a handover period will be accommodated when necessary.
  
- The TRANSNET FREIGHT RAIL Occupational Health Management within the Corporate Safety Office will manage the contract. All invoices to be forwarded to and processed by TRANSNET FREIGHT RAIL Corporate Safety Office

#### 4. DELIVERABLES

Interested Tenderer(s) shall:-

- Attend a compulsory briefing session on a date and at a venue that will be made available.
- Submit a detailed plan with timelines to comply with and roll-out the scope of work.
- Tenderers' shall supply as part of the quotation a method statement on the proposed manner in which the Tenderer proposes to address the project.

#### 5. AVAILABLE INFORMATION

The following will be made available to the Tenderers on the briefing session:

- Risk assessments conducted within Transnet Freight Rail.
- The extent of the project on a national basis within Transnet Freight Rail.
- All available information as is known to Transnet Freight Rail, regarding this project.

#### 6. CONFIDENTIALITY

The matter is regarded as strictly confidential between Transnet Freight Rail and the prospective Tenderers and must be treated as such. Any interaction with the media or other parties for the purpose of communication shall be permitted only via the Transnet Freight Rail Corporate Communications Office.

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## **7. GENERAL REQUIREMENTS**

### **7.1 Empowerment of previously disadvantaged communities**

Tenderers' proposals shall indicate the organisation's contribution to the above, the extent to which Black Economic Empowerment will be advanced within the context of this proposal and the composition of the company as per Transnet Freight Rail Procurement Policy and Procedures.

For this purpose, the Transnet Freight Rail Vendor application attached to this Tender shall be completed in all relevant clauses.

### **7.2 CONTRACTUAL HEALTH AND SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT**

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the contractor is an "employer" in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Freight Rail for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyze and evaluate identified hazards.
- 5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following but not limited:

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- 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations.
- 6.2 The health and safe working methods and procedures to be implemented to ensure work is performed in compliance to the Act.
- 6.3 The Health and safety equipment, devices and clothing to be made available by the contractor to his/her employees.
- 6.4 The site access control measures pertaining to health and safety to be implemented.
- 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet Freight Rail on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the Occupational Hygiene Manager of Transnet Freight Rail.
- 10) The contractor shall furnish the Occupational Hygiene Manager of Transnet Freight Rail immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The contractor shall ensure that all his/her employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.

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- 14) The contractor shall advise the \* Occupational Hygiene Manager of Transnet Freight Rail of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 15) Copies of all appointments required by the act must be given to \* Occupational Hygiene Manager of Transnet Freight Rail.
- 16) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his/hers and his/her subcontractors Risk Assessment and Health and Safety Plan, proof of medical certificate of fitness, training copies.
- 17) All incidents referred to in Section 24 of the Act involving the contractor and his/her subcontractor on Transnet Freight Rail premises, shall be reported as prescribed. Transnet Freight Rail hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet Freight Rail premises.
- 18) No alcohol or any other intoxicating substance shall be allowed on Transnet Freight Rail premises. The contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Freight Rail premises.
- 19) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 20) Contractor shall ensure that any measurement programme of the concentration of airborne regulated asbestos fibres to which an employee is exposed, is carried out in accordance with the Asbestos Regulations and such measurements should be carried out by an approved asbestos inspection authority or a person whose ability to do the measurements is verified by an approved asbestos inspection authority.
- 21) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.

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- 22) The awarded contractor will be held responsible for the correct operation and calibration of all equipment used, whether it belongs to them or not.
- 23) An awarded contractor may make use of a person, or persons, to carry out certain functions. Such persons must be certified by SAIOH at least as an assistant occupational hygienist and provided further that the AIA will be able to verify in writing that these persons have performed the functions in accordance with acceptable standards.
- 24) The awarded contractor will remain accountable for the entire process of monitoring i.e. from the planning stage to the reporting thereon. If, for example, the services of an external analytical laboratory (SANAS approved) are used for analysis of samples, the Awarded contractor will remain accountable for the results obtained.
- 25) The onus is on the awarded contractor to ensure that appropriate analytical equipment and facilities are available for the tests required; to establish the competency of the laboratory personnel; and to agree on the quality assurance procedures to be employed before making use of such an approved laboratory. Quality assurance audit reports will be provided on quarterly basis to the Transnet Freight Rail Occupational Hygiene Manager in writing
- 26) Transnet Freight Rail Occupational Hygiene Manager will be allowed by the tender(s) to evaluate/audit their Occupational Hygiene facilities and equipment if required to do so.
- 27) Transnet Freight Rail Occupational Hygiene Manager will be allowed by the awarded contractor to evaluate their Occupational Hygiene facilities and equipment on quarterly basis or if required to do so at any time.
- 28) The awarded contractor must instruct the laboratory on the specific method of analysis required and the laboratory must certify that the given method was in fact used for the analysis. Any deviation from the method must be recorded and the reason for such deviation must be motivated.
- 29) The awarded contractor will notify the Transnet Freight Rail Occupational Hygiene Manager whenever there is significant change takes place within his/her Occupational Hygiene facilities and equipment.

\*As applicable

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## 8. QUALIFICATIONS AND EXPERIENCE OF THE SPECIALIST CONTRACTOR

The contract envisaged under this tender will only be awarded to a competent Approved Inspection Authority (AIA) in the field of occupational hygiene monitoring, who holds a valid certificate of an Occupational Hygienist with proof of registration from SAIOH, has access to the appropriate Occupational Hygiene facilities and sampling equipments. The AIA certification must include all Occupational Hygiene Stressors including lead and asbestos.

All related qualifications, registrations, certifications, etc. pertaining to and required for Approved Inspection Authority's shall be submitted as part of the tender application documentation.

The AIA must be able to follow accepted methodologies and procedures to anticipate, recognize, identify, evaluate and prepare recommendations to reduce and or minimize exposures to any health risks within Transnet Freight Rail.

The contract envisaged under this tender will also be evaluated in terms of the following:

- personnel involved in the regulated services of the Approved Inspection Authority must be certified by the Southern African Institute for Occupational Hygiene (SAIOH);
- personnel involved in the regulated services of the Approved Inspection Authority must hold a certificate indicating that they have passed an examination on the relevant sections of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the relevant standards or codes that are incorporated into the Act or Regulations;
- the Approved Inspection Authority must have access to suitable monitoring and analytical equipment pertinent to the service rendered;
- Approved Inspection Authorities must be in possession of their own technical equipment (for example sampling and calibration equipment), or be able to prove that they have easy access to such equipment (for example from a rental service).

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- the Approved Inspection Authority must have suitably documented and controlled systems, methods and procedures relating to the regulated services they wish to render; and
- The format and content of reports for each of the services applied for must meet the requirements of ISO/IEC 17025 as amended “General requirements for the competence of calibration and testing laboratories”.

Tenderers’ shall also attach full particulars of their experience in the field, quoting specific references and contact numbers.

Given the responsible nature of the work envisaged under this contract, Transnet reserves the right to award the tender to an Approved Inspection Authority of choice, with due regard for a favourable balance between the cost of services, resources available and experience in the relevant field.

The lowest tender may therefore not necessarily be accepted. Unsuccessful Tenderers may be advised on reasons for acceptance or non-acceptance of any tender, without disclosure of any tender prices being given.

## 9. **QUANTITIES AND CONTRACT VALUE**

The quantities as stated in the schedule of prices attached are entirely provisional and may be more or less than those stated.

The final contract value may therefore be more or less than the tendered value. In the event of the latter, Transnet will not be liable for any such difference between tendered and actual amounts.

Rates quoted for individual quantities shall remain fixed, irrespective of any upward or downward variation in such quantities and no escalation will be paid.

This contract makes no provision for establishment and disestablishment of the Contractor’s site. All site establishment, accommodation, services and infrastructure that may be required by the Contractor shall be deemed to be included in the contract rates.

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Respondent’s signature

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Date and company stamp



The TRANSNET FREIGHT RAIL Occupational Hygiene Management within the Corporate Safety Office will manage the contract.

The appointed contractor will in all occasions request an approval from the Transnet Freight Rail Occupational Hygiene Manager before embarking on any Occupational Hygiene services as per any request or aligned with the requirements of this tender specifications within TRANSNET FREIGHT RAIL.

All invoices to be forwarded to and processed by TRANSNET FREIGHT RAIL Corporate Safety Office

**The Occupational Hygiene stressors might include the following but not limited:**

**Physical Hazards:**

- Noise exposure (also using dosimeters), illumination surveys (day and night time), thermal stress surveys, baseline surveys (vibration, electro magnetic fields, IR and UV), and ventilation surveys.

**Chemical Hazards:**

- Silica, Asbestos, lead, coal, nuisance dust (total and respirable), diesel exhaust fumes, Indoor Air Quality surveys, welding fumes, metal fumes, other commodities during shunting activities.

**Biological Hazards:**

- Legionella, bacteria's, fungi's

Unless stated to the contrary, prices are deemed to **exclude** VAT **but to include** all traveling time, transport cost (by road and air), accommodation, professional fees, analytical costs, submission of reports (per report / per assessment), attendance of contract meetings, electronic copies of the information, changes that are required in terms of legislation, etc.

\_\_\_\_\_  
Respondent's signature

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\_\_\_\_\_  
Date and company stamp



**NB. Each region within Transnet Freight Rail should be quoted separately.**

Scheduled items that are not priced must be clearly indicated as Nil.

Payment for work performed will be on an actual basis for daily rates as tendered. The estimated quantity tendered, (e.g. number of hours or kilometres), may only be exceeded with prior approval by Transnet Freight Rail.

## **10. TERMINATION OF CONTRACT**

Transnet shall have the right to terminate the above contract on grounds of non-performance, or unsatisfactory performance on the part of the Contractor in the execution of the works.

Termination shall take place only after thorough consideration and due notification of grounds being provided by the Manager in writing, with a notice period of (5) five working days.

## **11. MEASUREMENT AND PAYMENT FOR SERVICES**

### **11.1 MEASUREMENT**

**a) Travelling time (hour)**

This item covers the costs associated with the time spent travelling to and from the site for the purpose of carrying out the duties of the Contractor.

Travelling time shall be measured on an actual basis, recorded separately from inspection time. Provision has been made for travel by road and no separate payment will be made for other modes of transport.

**b) Travel costs (km)**

This item covers all travel costs (excluding time) incurred by the contractor in travelling to, on and from the site. Travel costs shall be based on a distance not exceeding the distance between the Tenderer's office and the work site or actual distance, whichever distance is the lesser.

**c) Professional Time (hour)**

This item covers the costs for carrying out the duties as described in the scope of work and the method statement submitted and approved.

The item shall include all traveling time as well as travel cost.

\_\_\_\_\_  
Respondent's signature

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\_\_\_\_\_  
Date and company stamp



**d) Reporting (hour)**

The cost for this item to be included in the duties as described in the scope of work and the method statement submitted and approved.

**e) Disbursements (sum)**

Provision is made in this item for reasonable disbursements incurred in the execution of the work by the contractor. Disbursements will be paid on an actual basis on production of the necessary supporting documentation.

Separate payment will not be made for cell or other phone calls, faxes etc, all of which are deemed included in the Tenderer's overall professional and travelling rates.

**11.2 PAYMENT**

All work and services rendered will be measured monthly on the 15th and payment will be made within thirty days thereafter. The Contractor shall submit an itemised invoice per the items in the Schedule of Prices, supported by a suitable timesheet. A timesheet template deemed suitable by Transnet Freight Rail is available, if required.

**12 CLOSING DATE AND ENQUIRIES**

The closing time and date for a response to this enquiry is 10:00 on Friday 31 July 2009.

A compulsory briefing session for interested Tenderers can be arranged for Tuesday 21 July 2009, commencing from 10:00. Details of the location and programme can be obtained from Mr. Brian Mongoma, details as below.

The work described must commence and be completed in accordance with the submitted and detailed plan that include timelines.

The Tenderer is free to approach only the following designated persons for further information with regard to this enquiry:

Mr. Brian Mongoma

**Manager (Occupational Hygiene)**

Transnet Freight Rail  
JOHANNESBURG

Tel: 011 773 8823  
Fax: 011 773-2713  
Cell: 083 237 9866

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



e-mail: Brian.Mongoma@transnet.net

**1. SERVICE LEVELS**

- Experienced national account representative/s to work with Transnet’s sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Contractor’s account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Contractor’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet
- Contractor guarantees that it will achieve a 95% service level on the following measures. If the Contractor does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly sales payable in the next quarter:
  - Pick perfect rate/quantity/specifications
  - On-time delivery
- Contractor must provide a toll-free number or alternative number for customer service calls.
- Contractor will pay all costs for returns (shipping, restocking, etc.) as long as materials are in resalable condition. Time limitation on returns will be 14 working days from date of delivery unless the product needs to be shipped back to original manufacturer either for repair or replacement, and then another future reasonable date shall be determined.
- Failure of the Contractor to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 days notice to Contractor.

**Accepted**  **YES**  **NO**

**2. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD**

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

**Accepted**  **YES**  **NO**

If “yes”, please specify.

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

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Respondent’s signature

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Date and company stamp





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**3. RISK**

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

(i) Quality and specification of Goods delivered:

.....

.....

.....

.....

(ii) Continuity of supply:

.....

.....

.....

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



(iii) Compliance with the Occupational Health and Safety Act, 85 of 1993

.....

.....

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**4. REFERENCES**

Please indicate below the company names and contact details of existing customers whom TRANSNET may contact to seek third party evaluations of your current service levels:

Name of Company	Contact Person	Telephone number

PRIEVIEW COPY ONLY

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



**5. EVALUATION CRITERIA**

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

- Proof of National footprint.
- References
- Registration with approved inspection authority
- List of personnel with SAIOH registration
- Availability of laboratory/Leased or owned
- Compliance to lab audit
- Document Control Management system

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Respondent's signature

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Date and company stamp



**SECTION 3**

**RFP NO: 1030 98858**

**PROVISION OF THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S))  
TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

**FOR A PERIOD OF TWO YEARS**

**PROPOSAL FORM**

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

\_\_\_\_\_ 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 Services 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 TRANSNET's:

- (i) Conditions of Contract Form No. US7 (revised June 2008);
- (ii) General Tender Conditions, Form CSS5 (revised July 2008); and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Proposal form; and;-

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



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

Should TRANSNET decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Proposal (and, if any, its covering letter and any subsequent exchange of correspondence) together with TRANSNET's letter of acceptance, 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 service, within four weeks, TRANSNET may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

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

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

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

**NOTIFICATION OF AWARD OF RFP**

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

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



**VALIDITY PERIOD**

TRANSNET desires a validity period of 3 (three) months (from closing date) against this RFP. It should be noted that Respondents may offer an earlier validity period, but that their Proposals may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This tender is valid until \_\_\_\_\_ (State alternative validity period/date).

**TAX (VAT) REGISTRATION NUMBER**

The Respondent must state hereunder the tax registration number which is applicable to value added tax:

\_\_\_\_\_

**TAX CLEARANCE CERTIFICATE**

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

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

**BANKING DETAILS**

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

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

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

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

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

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



**REGISTRATION CERTIFICATE**

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

**NAME AND ADDRESS OF ACCREDITED AGENT**

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Goods (revised July 2007).

Name: .....

Address: .....

.....

**CONFIDENTIALITY**

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

**DISCLOSURE OF PRICES TENDERED**

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

YES		NO	
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**DECLARATION**

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

YES		NO	
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\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



If YES, please indicate below:

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

ADDRESS

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Indicate nature of relationship (if any):

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

### PRICE REVIEW

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

### RETURNABLE DOCUMENTS

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

Notice to Bidders – Section 1	√
Background overview – Section 2	√
Proposal Form – Section 3	√
Resolution of Board of Directors (Respondent's Representative) - Section 4	√
Certificate of Acquaintance with RFP Documents – Section 5	√
Pricing & Delivery Schedule - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Audited Financials for previous year	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate	√
Certificate of attendance of Site Meeting / Tender Briefing – Section 9	√
Specifications	√
Non-Disclosure Agreement – Section 11	√

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

\_\_\_\_\_  
Respondent's signature

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\_\_\_\_\_  
Date and company stamp





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

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

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

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

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

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

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

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

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



**SECTION 4**

**RFP NO 1030 98858**

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

**SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS**

Name of Company \_\_\_\_\_

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

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

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

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



## SECTION 5

RFP NO 1030 98858

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S)) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

### **CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS**

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

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

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognize no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

WITNESS : \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

\_\_\_\_\_  
Respondent's signature

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\_\_\_\_\_  
Date and company stamp



## SECTION 6

RFP 1030 98858

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S)) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

### **PRICING & DELIVERY SCHEDULE**

The Tenderer shall submit an itemized quotation clearly pricing measurable activities as indicated in table below but not limited:

#### **Eastern Region**

<b>Item</b>	<b>Tendered Rate (R.c.) per unit</b>	<b>Amount (R.c)</b>
Daily rates for Occupational hygiene surveys by Occupational Hygienist.		
Daily rates for Occupational hygiene surveys by Occupational Technologist.		
Daily rates for Occupational hygiene surveys by Occupational Hygiene Assistant.		
Analytical costs		
Report writing by an Occupational Hygienist.		
Report writing by an Occupational Technologist.		
Report writing by an Occupational Hygiene Assistant.		
Report verification by an Occupational Hygienist.		
Occupational Hygienist hourly rates for attending meetings if required.		

\_\_\_\_\_  
Respondent's signature

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\_\_\_\_\_  
Date and company stamp



### Western Region

Item	Tendered Rate (R.c.) per unit	Amount (R.c)
Daily rates for Occupational hygiene surveys by Occupational Hygienist.		
Daily rates for Occupational hygiene surveys by Occupational Technologist.		
Daily rates for Occupational hygiene surveys by Occupational Hygiene Assistant.		
Analytical costs		
Report writing by an Occupational Hygienist.		
Report writing by an Occupational Technologist.		
Report writing by an Occupational Hygiene Assistant.		
Report verification by an Occupational Hygienist.		
Occupational Hygienist hourly rates for attending meetings if required.		

PRIEVIEW COPY ONLY

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Respondent's signature

\_\_\_\_\_  
Date and company stamp



**Central Region**

Item	Tendered Rate (R.c.) per unit	Amount (R.c)
Daily rates for Occupational hygiene surveys by Occupational Hygienist.		
Daily rates for Occupational hygiene surveys by Occupational Technologist.		
Daily rates for Occupational hygiene surveys by Occupational Hygiene Assistant.		
Analytical costs		
Report writing by an Occupational Hygienist.		
Report writing by an Occupational Technologist.		
Report writing by an Occupational Hygiene Assistant.		
Report verification by an Occupational Hygienist.		
Occupational Hygienist hourly rates for attending meetings if required.		

PREVIEW COPY ONLY

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Respondent's signature

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Date and company stamp



## SECTION 7

RFP 1030 98858

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

### GENERAL TENDER CONDITIONS

(Revised July 2008)

Refer Form CSS5 attached hereto.

**PREVIEW COPY ONLY**

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Respondent's signature

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Date and company stamp



## SECTION 8

RFP 1030 98858

THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.

**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**FOR THE PROVISION OF SERVICES TO TRANSNET**

**(Revised October 2007)**

Refer Form US7 attached hereto.

PRIEVIEW COPY ONLY

\_\_\_\_\_  
Respondent's signature

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\_\_\_\_\_  
Date and company stamp





**SECTION 9**

**RFP 1030 98858**

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA(S)) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

**CERTIFICATE OF ATTENDANCE OF BRIEFING SESSION**

It is hereby certified that -

- 1. ....
- 2. ....

Representative(s) of .....  
(name of company)

attended the site meeting / tender briefing session in respect of the proposed Services to be rendered in terms of this RFP, on .....

**PREVIEW COPY ONLY**

.....  
**TRANSNET REPRESENTATIVE**

.....  
**RESPONDENT'S REPRESENTATIVE**

**DATE:** .....

**DATE**.....

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



## SECTION 10

RFP 1030 98858

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S)) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

### SPECIFICATIONS

#### SCOPE OF WORK

- Assist in conducting and reviewing Occupational Hygiene Risk Assessments within all departments of Transnet Freight Rail nationally;
- All risk assessments conducted within Transnet Freight Rail will be carried out in accordance with the Transnet Freight Rail's Risk Assessment procedure, model, technique and report writing format.
- Assist in the development, implementation and maintenance of the Occupational Hygiene Systems;
- Assist with the development, review and maintenance of a national occupational hygiene survey sampling strategy;
- Assist in annual planning to conduct occupational hygiene surveys on all identified Occupational Hygiene stressors nationally to ensure legal compliance within Transnet Freight Rail;
- Assist in the development and management of Occupational Hygiene related standards and policies for implementation at all TFR functional areas and depots;

\_\_\_\_\_  
Respondent's signature

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\_\_\_\_\_  
Date and company stamp



- Assist in the development and management of an Occupational Hygiene system that will integrate Occupational hygiene, Occupational medicine and Occupational Safety;
- The mentioned sampling strategy will determine the type, frequency and number of occupational hygiene surveys to be conducted to meet legal compliance within Transnet Freight Rail;
- The mentioned annual plan will determine the type, location and date of occupational hygiene surveys to be conducted to meet legal compliance within Transnet Freight Rail;
- Conduct occupational hygiene surveys in accordance with the mentioned strategy, OESSM document and plan to determine the Occupational Exposure Limits (OEL's) of identified Occupational Hygiene stressors within Transnet Freight Rail and where OEL's are not available best practice will be applied;
- Provide scientific interpretation of Occupational Hygiene measurement results;
- Provide reports together with findings and recommendations of all occupational hygiene surveys conducted that will meet legal compliance and formulation of recommendations for alleviation of such problems;
- Provide any assistance and guidance in terms of occupational hygiene that may be required.
- The contract will be for a period of 2 years. At the end of the contract period a handover period will be accommodated when necessary.
  
- The TRANSNET FREIGHT RAIL Occupational Health Management within the Corporate Safety Office will manage the contract. All invoices to be forwarded to and processed by TRANSNET FREIGHT RAIL Corporate Safety Office

#### 4. DELIVERABLES

Interested Tenderer(s) shall:-

- Attend a compulsory briefing session on a date and at a venue that will be made available.
- Submit a detailed plan with timelines to comply with and roll-out the scope of work.
- Tenderers' shall supply as part of the quotation a method statement on the proposed manner in which the Tenderer proposes to address the project.

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Respondent's signature

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Date and company stamp



7. AVAILABLE INFORMATION

The following will be made available to the Tenderers on the briefing session:

- Risk assessments conducted within Transnet Freight Rail.
- The extent of the project on a national basis within Transnet Freight Rail.
- All available information as is known to Transnet Freight Rail, regarding this project.

8. **CONFIDENTIALITY**

The matter is regarded as strictly confidential between Transnet Freight Rail and the prospective Tenderers and must be treated as such. Any interaction with the media or other parties for the purpose of communication shall be permitted only via the Transnet Freight Rail Corporate Communications Office.

**7. GENERAL REQUIREMENTS**

7.1 **Empowerment of previously disadvantaged communities**

Tenderers' proposals shall indicate the organisation's contribution to the above, the extent to which Black Economic Empowerment will be advanced within the context of this proposal and the composition of the company as per Transnet Freight Rail Procurement Policy and Procedures.

For this purpose, the Transnet Freight Rail Vendor application attached to this Tender shall be completed in all relevant clauses.

7.2 **CONTRACTUAL HEALTH AND SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT**

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

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Respondent's signature

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Date and company stamp



- 30) That the contractor is an “employer” in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 31) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 32) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Freight Rail for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 33) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyze and evaluate identified hazards.
- 34) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 35) The Health and Safety Plan shall include the following but not limited:
  - 6.6 The safety management structure to be instituted with all appointments in terms of the Act and Regulations.
  - 6.7 The health and safe working methods and procedures to be implemented to ensure work is performed in compliance to the Act.
  - 6.8 The Health and safety equipment, devices and clothing to be made available by the contractor to his/her employees.
  - 6.9 The site access control measures pertaining to health and safety to be implemented.
  - 6.10 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 36) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 37) The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet Freight Rail on matters pertaining to occupational health and safety.
- 38) The appointed Safety Co-ordinator must liaise at least once a week with the Occupational Hygiene Manager of Transnet Freight Rail.

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Respondent's signature

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Date and company stamp



- 39) The contractor shall furnish the\* with the Occupational Hygiene Manager of Transnet Freight Rail immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 40) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 41) The contractor shall ensure that all his/her employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 42) In the event where the risk assessment reveals the risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 43) The contractor shall advise the \* Occupational Hygiene Manager of Transnet Freight Rail of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 44) Copies of all appointments required by the act must be given to \* Occupational Hygiene Manager of Transnet Freight Rail.
- 45) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his/hers and his/her subcontractors Risk Assessment and Health and Safety Plan, proof of medical certificate of fitness, training copies.
- 46) All incidents referred to in Section 24 of the Act involving the contractor and his/her subcontractor on Transnet Freight Rail premises, shall be reported as prescribed. Transnet Freight Rail hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet Freight Rail premises.

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- 47) No alcohol or any other intoxicating substance shall be allowed on Transnet Freight Rail premises. The contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Freight Rail premises.
- 48) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 49) Contractor shall ensure that any measurement programme of the concentration of airborne regulated asbestos fibres to which an employee is exposed, is carried out in accordance with the Asbestos Regulations and such measurements should be carried out by an approved asbestos inspection authority or a person whose ability to do the measurements is verified by an approved asbestos inspection authority.
- 50) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.
- 51) The awarded contractor will be held responsible for the correct operation and calibration of all equipment used, whether it belongs to them or not.
- 52) An awarded contractor may make use of a person, or persons, to carry out certain functions. Such persons must be certified by SAIOH at least as an assistant occupational hygienist and provided further that the AIA will be able to verify in writing that these persons have performed the functions in accordance with acceptable standards.
- 53) The awarded contractor will remain accountable for the entire process of monitoring i.e. from the planning stage to the reporting thereon. If, for example, the services of an external analytical laboratory (SANAS approved) are used for analysis of samples, the Awarded contractor will remain accountable for the results obtained.
- 54) The onus is on the awarded contractor to ensure that appropriate analytical equipment and facilities are available for the tests required; to establish the competency of the laboratory personnel; and to agree on the quality assurance procedures to be employed before making use of such an approved laboratory. Quality assurance audit reports will be provided on quarterly basis to the Transnet Freight Rail Occupational Hygiene Manager in writing

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- 55) Transnet Freight Rail Occupational Hygiene Manager will be allowed by the tender(s) to evaluate/audit their Occupational Hygiene facilities and equipment if required to do so.
- 56) Transnet Freight Rail Occupational Hygiene Manager will be allowed by the awarded contractor to evaluate their Occupational Hygiene facilities and equipment on quarterly basis or if required to do so at any time.
- 57) The awarded contractor must instruct the laboratory on the specific method of analysis required and the laboratory must certify that the given method was in fact used for the analysis. Any deviation from the method must be recorded and the reason for such deviation must be motivated.
- 58) The awarded contractor will notify the Transnet Freight Rail Occupational Hygiene Manager whenever there is significant change takes place within his/her Occupational Hygiene facilities and equipment.

\*As applicable

## 8. **QUALIFICATIONS AND EXPERIENCE OF THE SPECIALIST CONTRACTOR**

The contract envisaged under this tender will only be awarded to a competent Approved Inspection Authority (AIA) in the field of occupational hygiene monitoring, who holds a valid certificate of an Occupational Hygienist with proof of registration from SAIOH, has access to the appropriate Occupational Hygiene facilities and sampling equipments. The AIA certification must include all Occupational Hygiene Stressors including lead and asbestos.

All related qualifications, registrations, certifications, etc. pertaining to and required for Approved Inspection Authority's shall be submitted as part of the tender application documentation.

The AIA must be able to follow accepted methodologies and procedures to anticipate, recognize, identify, evaluate and prepare recommendations to reduce and or minimize exposures to any health risks within Transnet Freight Rail.

The contract envisaged under this tender will also be evaluated in terms of the following:

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- personnel involved in the regulated services of the Approved Inspection Authority must be certified by the Southern African Institute for Occupational Hygiene (SAIOH);
- personnel involved in the regulated services of the Approved Inspection Authority must hold a certificate indicating that they have passed an examination on the relevant sections of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the relevant standards or codes that are incorporated into the Act or Regulations;
- the Approved Inspection Authority must have access to suitable monitoring and analytical equipment pertinent to the service rendered;
- Approved Inspection Authorities must be in possession of their own technical equipment (for example sampling and calibration equipment), or be able to prove that they have easy access to such equipment (for example from a rental service).
- the Approved Inspection Authority must have suitably documented and controlled systems, methods and procedures relating to the regulated services they wish to render; and
- The format and content of reports for each of the services applied for must meet the requirements of ISO/IEC 17025 as amended "General requirements for the competence of calibration and testing laboratories"

Tenderers' shall also attach full particulars of their experience in the field, quoting specific references and contact numbers.

Given the responsible nature of the work envisaged under this contract, Transnet reserves the right to award the tender to an Approved Inspection Authority of choice, with due regard for a favourable balance between the cost of services, resources available and experience in the relevant field.

The lowest tender may therefore not necessarily be accepted. Unsuccessful Tenderers may be advised on reasons for acceptance or non-acceptance of any tender, without disclosure of any tender prices being given.

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## 9. QUANTITIES AND CONTRACT VALUE

The quantities as stated in the schedule of prices attached are entirely provisional and may be more or less than those stated.

The final contract value may therefore be more or less than the tendered value. In the event of the latter, Transnet will not be liable for any such difference between tendered and actual amounts.

Rates quoted for individual quantities shall remain fixed, irrespective of any upward or downward variation in such quantities and no escalation will be paid.

This contract makes no provision for establishment and disestablishment of the Contractor's site. All site establishment, accommodation, services and infrastructure that may be required by the Contractor shall be deemed to be included in the contract rates.

The TRANSNET FREIGHT RAIL Occupational Hygiene Management within the Corporate Safety Office will manage the contract.

The appointed contractor will in all occasions request an approval from the Transnet Freight Rail Occupational Hygiene Manager before embarking on any Occupational Hygiene services as per any request or aligned with the requirements of this tender specifications within TRANSNET FREIGHT RAIL.

All invoices to be forwarded to and processed by TRANSNET FREIGHT RAIL Corporate Safety Office

**The Occupational Hygiene stressors might include the following but not limited:**

### **Physical Hazards:**

- Noise exposure (also using dosimeters), illumination surveys (day and night time), thermal stress surveys, baseline surveys (vibration, electro magnetic fields, IR and UV), and ventilation surveys.

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**Chemical Hazards:**

- Silica, Asbestos, lead, coal, nuisance dust (total and respirable), diesel exhaust fumes, Indoor Air Quality surveys, welding fumes, metal fumes, other commodities during shunting activities.

**Biological Hazards:**

- Legionella, bacteria's, fungi's

Unless stated to the contrary, prices are deemed to **exclude** VAT **but to include** all traveling time, transport cost (by road and air), accommodation, professional fees, analytical costs, submission of reports (per report / per assessment), attendance of contract meetings, electronic copies of the information, changes that are required in terms of legislation, etc.

**NB. Each region within Transnet Freight Rail should be quoted separately.**

Scheduled items that are not priced must be clearly indicated as Nil.

Payment for work performed will be on an actual basis for daily rates as tendered. The estimated quantity tendered, (e.g. number of hours or kilometres), may only be exceeded with prior approval by Transnet Freight Rail.

**10. TERMINATION OF CONTRACT**

Transnet shall have the right to terminate the above contract on grounds of non-performance, or unsatisfactory performance on the part of the Contractor in the execution of the works.

Termination shall take place only after thorough consideration and due notification of grounds being provided by the Manager in writing, with a notice period of (5) five working days.

**11. MEASUREMENT AND PAYMENT FOR SERVICES**

**11.1 MEASUREMENT**

**a) Travelling time (hour)**

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This item covers the costs associated with the time spent travelling to and from the site for the purpose of carrying out the duties of the Contractor.

Travelling time shall be measured on an actual basis, recorded separately from inspection time. Provision has been made for travel by road and no separate payment will be made for other modes of transport.

**b) Travel costs (km)**

This item covers all travel costs (excluding time) incurred by the contractor in travelling to, on and from the site. Travel costs shall be based on a distance not exceeding the distance between the Tenderer's office and the work site or actual distance, whichever distance is the lesser.

**c) Professional Time (hour)**

This item covers the costs for carrying out the duties as described in the scope of work and the method statement submitted and approved.

The item shall include all traveling time as well as travel cost.

**d) Reporting (hour)**

The cost for this item to be included in the duties as described in the scope of work and the method statement submitted and approved.

**e) Disbursements (sum)**

Provision is made in this item for reasonable disbursements incurred in the execution of the work by the contractor. Disbursements will be paid on an actual basis on production of the necessary supporting documentation.

Separate payment will not be made for cell or other phone calls, faxes etc, all of which are deemed included in the Tenderer's overall professional and travelling rates.

**11.2 PAYMENT**

All work and services rendered will be measured monthly on the 15th and payment will be made within thirty days thereafter. The Contractor shall submit an itemised invoice per the items in the Schedule of Prices, supported by a suitable timesheet. A timesheet template deemed suitable by Transnet Freight Rail is available, if required.

**12 CLOSING DATE AND ENQUIRIES**

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The closing time and date for a response to this enquiry is 10:00 on Friday 31 July 2009.

A compulsory briefing session for interested Tenderers can be arranged for Tuesday 21 July 2009, commencing from 10:00. Details of the location and programme can be obtained from Mr. Brian Mongoma, details as below.

The work described must commence and be completed in accordance with the submitted and detailed plan that include timelines.

The Tenderer is free to approach only the following designated persons for further information with regard to this enquiry:

Mr. Brian Mongoma  
**Manager (Occupational Hygiene)**

Transnet Freight Rail  
JOHANNESBURG

Tel: 011 773 8823  
Fax: 011 773-2713  
Cell: 083 237 9866  
e-mail: Brian.Mongoma@transnet.net

## 6. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet's sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Contractor's account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Contractor's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet
- Contractor guarantees that it will achieve a 95% service level on the following measures. If the Contractor does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly sales payable in the next quarter:
  - Pick perfect rate/quantity/specifications
  - On-time delivery
- Contractor must provide a toll-free number or alternative number for customer service calls.
- Contractor will pay all costs for returns (shipping, restocking, etc.) as long as materials are in resalable condition. Time limitation on returns will be 14 working days from date of delivery unless the product needs to be shipped back to original manufacturer either for repair or replacement, and then another future reasonable date shall be determined.
- Failure of the Contractor to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 days notice to Contractor.

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Accepted  YES  NO

**7. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD**

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

Accepted  YES  NO

If "yes", please specify.

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

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**8. RISK**

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

(i) Quality and specification of Goods delivered:

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(ii) Continuity of supply:

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(iii) Compliance with the Occupational Health and Safety Act, 85 of 1993

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**9. REFERENCES**

Please indicate below the company names and contact details of existing customers whom TRANSNET may contact to seek third party evaluations of your current service levels:

Name of Company	Contact Person	Telephone number

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**10. EVALUATION CRITERIA**

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

1. National footprint.  
**1.1 Provide proof of national footprint**
  
2. References  
**2.1 Provide references on similar project and contact details.**
  
3. Registration with approved inspection authority  
**3.1 Provide relevant registration certification**
  
4. List of personnel with SAIOH registration  
**Provide list of personnel and qualification**
  
5. Availability of laboratory/Leased or owned  
**Provide proof of lease or ownership**
  
6. Compliance to lab audit  
**Provide latest audit report**
  
7. Document control management system  
**7.1 Provide proposed document management system**

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Respondent's signature

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## **SECTION 11**

RFP 1030 98858

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA ('S) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

### **NON-DISCLOSURE AGREEMENT (NDA)**

Complete and sign NDA attached hereto.

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Date and company stamp



TRANSNET FREIGHT RAIL

a Division of  
TRANSNET LIMITED  
(Registration No. 1990/000900/06)

## REQUEST FOR PROPOSAL (“RFP”)

**RFP NUMBER**  
**1030 98858**

THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA (‘S) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.

FOR A PERIOD OF TWO YEARS (2 YEARS).

**ISSUE DATE** : 02<sup>nd</sup> August 2009  
**CLOSING DATE** : 25<sup>th</sup> August 2009  
**OPTION DATE** : 30 November 2009

**Briefing Session**

**Venue** : 15 Girton Road  
Ground Floor  
Umjantshi Boardroom A,B and C  
Inyanda House 2  
**Date** : 12<sup>th</sup> August 2009  
**Time** : 10H00 to 12H00

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

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Respondent's signature

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**RFP NUMBER  
1030 98858**

**PROVISION OF SERVICES  
FOR A PERIOD OF ONE YEAR**

**SCHEDULE OF DOCUMENTS**

**Section**

- 1. Notice to Bidders**
- 2. Background, Overview and Scope of Requirements**
- 3. Proposal Form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFP Documents**
- 6. Pricing and PROJECT Plan**
- 7. General Tender Conditions**
- 8. Standard Terms and Conditions of Contract (US7)**
- 9. Non-Disclosure Agreement**

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## SECTION 1

RFP NO: 1030 98858

### THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA ('S) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.

FOR A PERIOD OF TWO YEARS

#### NOTICE TO BIDDERS

1. Proposals are requested from interested Respondents to supply the above-mentioned services to TRANSNET.

On or after 02<sup>nd</sup> of August 2009 RFP documents may be inspected at, and are obtainable from the Transnet Tender Advice Centre, Level 100, Carlton Centre, 150 Commissioner Street, Johannesburg.

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

OR

Proposals are requested from interested / selected Respondents to supply the above-mentioned requirement(s) to TRANSNET.

On or after 02<sup>nd</sup> of August 2009 the RFP documents may be inspected at, and are obtainable from the from the Transnet Tender Advice Centre, Level 100, Carlton Centre, 150 Commissioner Street, Johannesburg. on payment of an amount of R 750.00 (Bank guaranteed cheques or cash only) per set.

A compulsory pre-Proposal site meeting and/or briefing session will be conducted at 15 Girton Road, Inyanda House 2, Parktown on the 12<sup>th</sup> of August 2009, at 10H00 for a period of ± 2 (Two) hours. **(Respondent to provide own transportation and accommodation).**

Respondents failing to attend the compulsory site meeting and/or briefing session will be disqualified.

Respondents without a valid RFP document in their possession will not be allowed to attend the site meeting and/or briefing session.

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The briefing session will start punctually at 10H00 and Respondents arriving late will not be accommodated.

For specific **commercial** queries before the closing of the RFP, the following TRANSNET employee(s) may be contacted on the following details:

Name : Tarryn Foster  
Division : Transnet Freight Rail (Supply Chain Services)  
Email : Tarryn.Foster@transnet.net  
Tel : (011) 584-0602

For specific **technical** queries before the closing of the RFP, the following TRANSNET employee(s) may be contacted on the following details:

Name : Brian Mongoma  
Division : Transnet Freight Rail (Supply Chain Services)  
Email : Brian.Mongoma@transnet.net  
Tel : (011) 773-8823 or 083 237 9866

2. Proposals in triplicate must reach the Chairperson, Transnet Freight Rail Acquisition Council, P.O.Box 4244, Johannesburg 2000 before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) **RFP NO** : 1030 98858  
(b) **Description** : THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA (S) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.  
(c) **Closing date and time** : Tuesday 25<sup>th</sup> August 2009 at 10h00  
(d) **Closing address** (refer options paragraph 4, 5 and 6 below)

3. **DELIVERY INSTRUCTIONS FOR THIS RFP:**

- 4.1 **If posted**, the envelope must be addressed to the Secretary, TRANSNET Acquisition Council, P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFP. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.

- 4.2 **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance and should be addressed as follows:

**THE CHAIRPERSON  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
Ground Floor  
TENDER BOX  
21 Wellington Road  
Inyanda House  
Parktown  
Johannesburg**

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Respondent's signature

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Date and company stamp



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

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

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

**THE CHAIRPERSON  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
Ground Floor  
TENDER BOX  
21 Wellington Road  
Inyanda House  
Parktown  
JHB**

4. Please note that this RFP closes punctually at 10:00 on Tuesday 25<sup>th</sup> August 2009.
5. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
6. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED
7. The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
8. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
9. Envelopes must not contain documents relating to any RFP other than that shown on the envelope.
10. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
11. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TRANSNET fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET therefore prefers to do business with local business enterprises who share these same values.

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To this end, TRANSNET will seriously reconsider continued business relationships with such local business enterprises that do not possess a BBBEE “recognition level” of at least a Level 5. TRANSNET consequently urges Respondents (large enterprises and QSE’s – see 14.1 below) to have themselves accredited by any one of the various Accreditation Agencies available, who establish BBBEE ratings in accordance with the latest Codes (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies) – “List of Full Members” as displayed on the ABVA website ([www.abva.co.za](http://www.abva.co.za)).

Although no Agencies have, as yet, been accredited by SANAS (SA National Accreditation System), TRANSNET will, in the interim, accept rating certificates from Respondents who have been verified by any of the listed Agencies.

- 12.1 Enterprises will be rated by such agencies based on the following:
- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
    - Rating level based on all 7 (seven) elements of the BBBEE scorecard
  - (b) **Qualifying Small Enterprises – QSE (i.e annual turnover >R5 million but <R35 million):**
    - Rating based on any 4 (four) of the elements of the BBBEE scorecard
  - (c) **Emerging Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
    - Automatic BBBEE Level 4 rating, irrespective of race of ownership, i.e. 100% BBBEE recognition
    - Black ownership >50% and/or Black Women ownership >30% automatically qualifies for a BBBEE Level 3 rating, i.e. 110% BBBEE recognition
    - EME’s should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%
- 12.2 In addition to the above, Respondents who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their Proposals the percentage of the total contract value which would 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 subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished.
- 12.3 In view of the high emphasis which TRANSNET places on Broad-based Black Economic Empowerment, TRANSNET will allow certain preference points for BBBEE in the evaluation of all responses which will depend on the value of the ensuing business award.
- Where the contract value will be less than R2 million, the 80/20 point preference system will be utilised
  - Where the contract value will be more than R2 million, the 90/10 point preference system will be utilised
- ie. The Respondent’s BBBEE rating will be scored out of a maximum of 20 or 10 points respectively in the evaluation process.

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**Each Respondent is required to furnish proof of its BBEE status to TRANSNET.  
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 accreditation certificate by an ABVA accreditation agency (registered as a "Full Member").

**12. COMMUNICATION**

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFP to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing date of the RFP, communicate with the Secretary of the **TRANSNET Freight Rail Acquisition Council**, at telephone no. **011 544-9577 / 3522** or fax no. **011 774-9760** on any matter relating to its RFP response.

**13. RFP SCHEDULE**

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with TRANSNET representatives. Respondents are to provide a list of persons who are mandated to negotiate on behalf of their company, together with their contact details.

**14. INSTRUCTIONS FOR COMPLETING THE RFP**

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

**15. COMPLIANCE**

The Respondent shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

**16. ADDITIONAL NOTES:**

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response

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Respondent's signature

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Date and company stamp



- Respondents are to note that Proposals in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Proposal must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf must be submitted along with the Proposal
- All prices must be quoted in South African Rands
- TRANSNET reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents

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

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS  
MAY RESULT IN THE PROPOSAL BEING REJECTED.**

#### 17. DISCLAIMERS

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

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

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

#### 18. Any PROPOSAL submitted by a Respondent is subject to negotiation and review of the proposed contract by TRANSNET's Legal Counsel.

NAME OF RESPONDENT : \_\_\_\_\_

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Respondent's signature

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PHYSICAL ADDRESS : \_\_\_\_\_

\_\_\_\_\_

Respondent's contact person:	Name:	_____
	Designation:	_____
	Telephone:	_____
	Cellphone:	_____
	Facsimile:	_____
	Email:	_____

**TRANSNET urges its clients and suppliers to report any fraud or corruption on the part of TRANSNET's employees to TIP-OFFS ANONYMOUS : 0800 003 056**

**PREVIEW COPY ONLY**

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Respondent's signature

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Date and company stamp



## SECTION 2

RFP NO: 1030 98858

### PROJECT SPECIFICATION

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S)) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL FOR A TWO YEAR PERIOD.**

### BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

#### 1. PURPOSE OF THE CONTRACT

Seeking proposals and appoint an Approved Inspection Authority(s) (AIA('s)) to provide services as reflected under item 3 below, the scope.

#### 2. BACKGROUND

In terms of the Occupational Health and Safety Act of 1993, each employer must ensure a safe and healthy working environment. As a management tool the employer is required by law to conduct various risk assessments and occupational hygiene surveys that will inform medical surveillance programs in the work place to ensure that the workplace is safe and without risks. Should any deviations from the relevant Act and Regulations be reported, management need to implement control measures to mitigate the identified risk. Without the above-mentioned assessments, it becomes impossible to identify risks and management cannot intervene proactively. Without a proper occupational hygiene management system in place, health and safety programmes become reactive and therefore resulting in high medical and compensation costs.

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The Occupational Health and Safety Act places the onus on employers to ensure that the working environment is safe and without risks to the health of their employees. In order to accomplish this, employers must through the services of a competent person assess the exposure of their employees to hazardous environmental conditions in the workplace. Where this assessment indicates an ongoing risk from exposure, they must measure that exposure, compare the results with prescribed standards and implement the steps that are needed to comply with the provisions of the Act. This process which is known as monitoring, must be performed or verified by an Approved Inspection Authority.

These competencies and/or registration do not exist within Transnet Freight Rail in terms of an Approved Inspection Authority.

Transnet Freight Rail is divided into 3 (three) major regions which are central, eastern and western region. Within these regions there are train depots, yards, workshops, administration buildings and Operational railway lines.

The following regions comprises of the following areas but not limited:

### **1. Eastern Region**

- Pyramid South
- Rustenburg
- Witbank
- Nelspruit
- Ermelo
- Richardsbay
- Vryheid
- Koedoespoort
- Ogies
- Empangeni

### **2. Western Region**

- Port Elizabeth
- East London
- Bloemfontein
- Kimberly
- Iron Ore Saldahna

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- Worcester
- Bellville

### 3. Central Region

- Durban
- Ladysmith
- Lydenburg
- Sentrarrand
- Nelspruit
- Isando
- Krugersdorp
- Vereeniging
- Klerksdorp
- Polokwane
- Pretoria
- Kroonstad

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### 3. SCOPE OF WORK

- Assist in conducting and reviewing Occupational Hygiene Risk Assessments within all departments of Transnet Freight Rail nationally;
- All risk assessments conducted within Transnet Freight Rail will be carried out in accordance with the Transnet Freight Rail's Risk Assessment procedure, model, technique and report writing format.
- Assist in the development, implementation and maintenance of the Occupational Hygiene Systems;
- Assist with the development, review and maintenance of a national occupational hygiene survey sampling strategy;
- Assist in annual planning to conduct occupational hygiene surveys on all identified Occupational Hygiene stressors nationally to ensure legal compliance within Transnet Freight Rail;
- Assist in the development and management of Occupational Hygiene related standards and policies for implementation at all TFR functional areas and depots;
- Assist in the development and management of an Occupational Hygiene system that will integrate Occupational hygiene, Occupational medicine and Occupational Safety;
- The mentioned sampling strategy will determine the type, frequency and number of occupational hygiene surveys to be conducted to meet legal compliance within Transnet Freight Rail;
- The mentioned annual plan will determine the type, location and date of occupational hygiene surveys to be conducted to meet legal compliance within Transnet Freight Rail;
- Conduct occupational hygiene surveys in accordance with the mentioned strategy, OESSM document and plan to determine the Occupational Exposure Limits (OEL's) of identified Occupational Hygiene stressors within Transnet Freight Rail and where OEL's are not available best practice will be applied;
- Provide scientific interpretation of Occupational Hygiene measurement results;

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- Provide reports together with findings and recommendations of all occupational hygiene surveys conducted that will meet legal compliance and formulation of recommendations for alleviation of such problems;
- Provide any assistance and guidance in terms of occupational hygiene that may be required.
- The contract will be for a period of 2 years. At the end of the contract period a handover period will be accommodated when necessary.
  
- The TRANSNET FREIGHT RAIL Occupational Health Management within the Corporate Safety Office will manage the contract. All invoices to be forwarded to and processed by TRANSNET FREIGHT RAIL Corporate Safety Office

#### 4. DELIVERABLES

Interested Tenderer(s) shall:-

- Attend a compulsory briefing session on a date and at a venue that will be made available.
- Submit a detailed plan with timelines to comply with and roll-out the scope of work.
- Tenderers' shall supply as part of the quotation a method statement on the proposed manner in which the Tenderer proposes to address the project.

#### 5. AVAILABLE INFORMATION

The following will be made available to the Tenderers on the briefing session:

- Risk assessments conducted within Transnet Freight Rail.
- The extent of the project on a national basis within Transnet Freight Rail.
- All available information as is known to Transnet Freight Rail, regarding this project.

#### 6. CONFIDENTIALITY

The matter is regarded as strictly confidential between Transnet Freight Rail and the prospective Tenderers and must be treated as such. Any interaction with the media or other parties for the purpose of communication shall be permitted only via the Transnet Freight Rail Corporate Communications Office.

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## **7. GENERAL REQUIREMENTS**

### **7.1 Empowerment of previously disadvantaged communities**

Tenderers' proposals shall indicate the organisation's contribution to the above, the extent to which Black Economic Empowerment will be advanced within the context of this proposal and the composition of the company as per Transnet Freight Rail Procurement Policy and Procedures.

For this purpose, the Transnet Freight Rail Vendor application attached to this Tender shall be completed in all relevant clauses.

### **7.2 CONTRACTUAL HEALTH AND SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT**

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the contractor is an "employer" in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Freight Rail for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyze and evaluate identified hazards.
- 5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following but not limited:

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- 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations.
- 6.2 The health and safe working methods and procedures to be implemented to ensure work is performed in compliance to the Act.
- 6.3 The Health and safety equipment, devices and clothing to be made available by the contractor to his/her employees.
- 6.4 The site access control measures pertaining to health and safety to be implemented.
- 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet Freight Rail on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the Occupational Hygiene Manager of Transnet Freight Rail.
- 10) The contractor shall furnish the Occupational Hygiene Manager of Transnet Freight Rail immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The contractor shall ensure that all his/her employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.

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- 14) The contractor shall advise the \* Occupational Hygiene Manager of Transnet Freight Rail of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 15) Copies of all appointments required by the act must be given to \* Occupational Hygiene Manager of Transnet Freight Rail.
- 16) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his/hers and his/her subcontractors Risk Assessment and Health and Safety Plan, proof of medical certificate of fitness, training copies.
- 17) All incidents referred to in Section 24 of the Act involving the contractor and his/her subcontractor on Transnet Freight Rail premises, shall be reported as prescribed. Transnet Freight Rail hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet Freight Rail premises.
- 18) No alcohol or any other intoxicating substance shall be allowed on Transnet Freight Rail premises. The contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Freight Rail premises.
- 19) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 20) Contractor shall ensure that any measurement programme of the concentration of airborne regulated asbestos fibres to which an employee is exposed, is carried out in accordance with the Asbestos Regulations and such measurements should be carried out by an approved asbestos inspection authority or a person whose ability to do the measurements is verified by an approved asbestos inspection authority.
- 21) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.

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- 22) The awarded contractor will be held responsible for the correct operation and calibration of all equipment used, whether it belongs to them or not.
- 23) An awarded contractor may make use of a person, or persons, to carry out certain functions. Such persons must be certified by SAIOH at least as an assistant occupational hygienist and provided further that the AIA will be able to verify in writing that these persons have performed the functions in accordance with acceptable standards.
- 24) The awarded contractor will remain accountable for the entire process of monitoring i.e. from the planning stage to the reporting thereon. If, for example, the services of an external analytical laboratory (SANAS approved) are used for analysis of samples, the Awarded contractor will remain accountable for the results obtained.
- 25) The onus is on the awarded contractor to ensure that appropriate analytical equipment and facilities are available for the tests required; to establish the competency of the laboratory personnel; and to agree on the quality assurance procedures to be employed before making use of such an approved laboratory. Quality assurance audit reports will be provided on quarterly basis to the Transnet Freight Rail Occupational Hygiene Manager in writing
- 26) Transnet Freight Rail Occupational Hygiene Manager will be allowed by the tender(s) to evaluate/audit their Occupational Hygiene facilities and equipment if required to do so.
- 27) Transnet Freight Rail Occupational Hygiene Manager will be allowed by the awarded contractor to evaluate their Occupational Hygiene facilities and equipment on quarterly basis or if required to do so at any time.
- 28) The awarded contractor must instruct the laboratory on the specific method of analysis required and the laboratory must certify that the given method was in fact used for the analysis. Any deviation from the method must be recorded and the reason for such deviation must be motivated.
- 29) The awarded contractor will notify the Transnet Freight Rail Occupational Hygiene Manager whenever there is significant change takes place within his/her Occupational Hygiene facilities and equipment.

\*As applicable

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Respondent's signature

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## 8. QUALIFICATIONS AND EXPERIENCE OF THE SPECIALIST CONTRACTOR

The contract envisaged under this tender will only be awarded to a competent Approved Inspection Authority (AIA) in the field of occupational hygiene monitoring, who holds a valid certificate of an Occupational Hygienist with proof of registration from SAIOH, has access to the appropriate Occupational Hygiene facilities and sampling equipments. The AIA certification must include all Occupational Hygiene Stressors including lead and asbestos.

All related qualifications, registrations, certifications, etc. pertaining to and required for Approved Inspection Authority's shall be submitted as part of the tender application documentation.

The AIA must be able to follow accepted methodologies and procedures to anticipate, recognize, identify, evaluate and prepare recommendations to reduce and or minimize exposures to any health risks within Transnet Freight Rail.

The contract envisaged under this tender will also be evaluated in terms of the following:

- personnel involved in the regulated services of the Approved Inspection Authority must be certified by the Southern African Institute for Occupational Hygiene (SAIOH);
- personnel involved in the regulated services of the Approved Inspection Authority must hold a certificate indicating that they have passed an examination on the relevant sections of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the relevant standards or codes that are incorporated into the Act or Regulations;
- the Approved Inspection Authority must have access to suitable monitoring and analytical equipment pertinent to the service rendered;
- Approved Inspection Authorities must be in possession of their own technical equipment (for example sampling and calibration equipment), or be able to prove that they have easy access to such equipment (for example from a rental service).

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- the Approved Inspection Authority must have suitably documented and controlled systems, methods and procedures relating to the regulated services they wish to render; and
- The format and content of reports for each of the services applied for must meet the requirements of ISO/IEC 17025 as amended “General requirements for the competence of calibration and testing laboratories”.

Tenderers' shall also attach full particulars of their experience in the field, quoting specific references and contact numbers.

Given the responsible nature of the work envisaged under this contract, Transnet reserves the right to award the tender to an Approved Inspection Authority of choice, with due regard for a favourable balance between the cost of services, resources available and experience in the relevant field.

The lowest tender may therefore not necessarily be accepted. Unsuccessful Tenderers may be advised on reasons for acceptance or non-acceptance of any tender, without disclosure of any tender prices being given.

## 9. QUANTITIES AND CONTRACT VALUE

The quantities as stated in the schedule of prices attached are entirely provisional and may be more or less than those stated.

The final contract value may therefore be more or less than the tendered value. In the event of the latter, Transnet will not be liable for any such difference between tendered and actual amounts.

Rates quoted for individual quantities shall remain fixed, irrespective of any upward or downward variation in such quantities and no escalation will be paid.

This contract makes no provision for establishment and disestablishment of the Contractor's site. All site establishment, accommodation, services and infrastructure that may be required by the Contractor shall be deemed to be included in the contract rates.

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Respondent's signature

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The TRANSNET FREIGHT RAIL Occupational Hygiene Management within the Corporate Safety Office will manage the contract.

The appointed contractor will in all occasions request an approval from the Transnet Freight Rail Occupational Hygiene Manager before embarking on any Occupational Hygiene services as per any request or aligned with the requirements of this tender specifications within TRANSNET FREIGHT RAIL.

All invoices to be forwarded to and processed by TRANSNET FREIGHT RAIL Corporate Safety Office

**The Occupational Hygiene stressors might include the following but not limited:**

**Physical Hazards:**

- Noise exposure (also using dosimeters), illumination surveys (day and night time), thermal stress surveys, baseline surveys (vibration, electro magnetic fields, IR and UV), and ventilation surveys.

**Chemical Hazards:**

- Silica, Asbestos, lead, coal, nuisance dust (total and respirable), diesel exhaust fumes, Indoor Air Quality surveys, welding fumes, metal fumes, other commodities during shunting activities.

**Biological Hazards:**

- Legionella, bacteria's, fungi's

Unless stated to the contrary, prices are deemed to **exclude** VAT **but to include** all traveling time, transport cost (by road and air), accommodation, professional fees, analytical costs, submission of reports (per report / per assessment), attendance of contract meetings, electronic copies of the information, changes that are required in terms of legislation, etc.

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Respondent's signature

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**NB. Each region within Transnet Freight Rail should be quoted separately.**

Scheduled items that are not priced must be clearly indicated as Nil.

Payment for work performed will be on an actual basis for daily rates as tendered. The estimated quantity tendered, (e.g. number of hours or kilometres), may only be exceeded with prior approval by Transnet Freight Rail.

## 10. TERMINATION OF CONTRACT

Transnet shall have the right to terminate the above contract on grounds of non-performance, or unsatisfactory performance on the part of the Contractor in the execution of the works.

Termination shall take place only after thorough consideration and due notification of grounds being provided by the Manager in writing, with a notice period of (5) five working days.

## 11. MEASUREMENT AND PAYMENT FOR SERVICES

### 11.1 MEASUREMENT

**a) Travelling time (hour)**

This item covers the costs associated with the time spent travelling to and from the site for the purpose of carrying out the duties of the Contractor.

Travelling time shall be measured on an actual basis, recorded separately from inspection time. Provision has been made for travel by road and no separate payment will be made for other modes of transport.

**b) Travel costs (km)**

This item covers all travel costs (excluding time) incurred by the contractor in travelling to, on and from the site. Travel costs shall be based on a distance not exceeding the distance between the Tenderer's office and the work site or actual distance, whichever distance is the lesser.

**c) Professional Time (hour)**

This item covers the costs for carrying out the duties as described in the scope of work and the method statement submitted and approved.

The item shall include all traveling time as well as travel cost.

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Respondent's signature

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**d) Reporting (hour)**

The cost for this item to be included in the duties as described in the scope of work and the method statement submitted and approved.

**e) Disbursements (sum)**

Provision is made in this item for reasonable disbursements incurred in the execution of the work by the contractor. Disbursements will be paid on an actual basis on production of the necessary supporting documentation.

Separate payment will not be made for cell or other phone calls, faxes etc, all of which are deemed included in the Tenderer's overall professional and travelling rates.

**11.2 PAYMENT**

All work and services rendered will be measured monthly on the 15th and payment will be made within thirty days thereafter. The Contractor shall submit an itemised invoice per the items in the Schedule of Prices, supported by a suitable timesheet. A timesheet template deemed suitable by Transnet Freight Rail is available, if required.

**12 CLOSING DATE AND ENQUIRIES**

The closing time and date for a response to this enquiry is 10:00 on Friday 31 July 2009.

A compulsory briefing session for interested Tenderers can be arranged for Tuesday 21 July 2009, commencing from 10:00. Details of the location and programme can be obtained from Mr. Brian Mongoma, details as below.

The work described must commence and be completed in accordance with the submitted and detailed plan that include timelines.

The Tenderer is free to approach only the following designated persons for further information with regard to this enquiry:

Mr. Brian Mongoma  
**Manager (Occupational Hygiene)**  
Transnet Freight Rail  
JOHANNESBURG

Tel: 011 773 8823  
Fax: 011 773-2713  
Cell: 083 237 9866

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Respondent's signature

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Date and company stamp



e-mail: Brian.Mongoma@transnet.net

**1. SERVICE LEVELS**

- Experienced national account representative/s to work with Transnet’s sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Contractor’s account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Contractor’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet
- Contractor guarantees that it will achieve a 95% service level on the following measures. If the Contractor does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly sales payable in the next quarter:
  - Pick perfect rate/quantity/specifications
  - On-time delivery
- Contractor must provide a toll-free number or alternative number for customer service calls.
- Contractor will pay all costs for returns (shipping, restocking, etc.) as long as materials are in resalable condition. Time limitation on returns will be 14 working days from date of delivery unless the product needs to be shipped back to original manufacturer either for repair or replacement, and then another future reasonable date shall be determined.
- Failure of the Contractor to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 days notice to Contractor.

**Accepted**        **YES**        **NO**

**2. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD**

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

**Accepted**        **YES**        **NO**

If “yes”, please specify.

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

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**3. RISK**

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

(i) Quality and specification of Goods delivered:

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(ii) Continuity of supply:

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Respondent's signature

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Date and company stamp



(iii) Compliance with the Occupational Health and Safety Act, 85 of 1993

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**4. REFERENCES**

Please indicate below the company names and contact details of existing customers whom TRANSNET may contact to seek third party evaluations of your current service levels:

Name of Company	Contact Person	Telephone number

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Respondent's signature

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Date and company stamp



**5. EVALUATION CRITERIA**

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

- Proof of National footprint.
- References
- Registration with approved inspection authority
- List of personnel with SAIOH registration
- Availability of laboratory/Leased or owned
- Compliance to lab audit
- Document Control Management system

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Respondent's signature

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**SECTION 3**

**RFP NO: 1030 98858**

**PROVISION OF THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S))  
TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

**FOR A PERIOD OF TWO YEARS**

**PROPOSAL FORM**

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

\_\_\_\_\_ 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 Services 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 TRANSNET's:

- (i) Conditions of Contract Form No. US7 (revised June 2008);
- (ii) General Tender Conditions, Form CSS5 (revised July 2008); and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Proposal form; and;-

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Respondent's signature

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Date and company stamp



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

Should TRANSNET decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Proposal (and, if any, its covering letter and any subsequent exchange of correspondence) together with TRANSNET's letter of acceptance, 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 service, within four weeks, TRANSNET may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

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

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

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

**NOTIFICATION OF AWARD OF RFP**

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

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



**VALIDITY PERIOD**

TRANSNET desires a validity period of 3 (three) months (from closing date) against this RFP. It should be noted that Respondents may offer an earlier validity period, but that their Proposals may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This tender is valid until \_\_\_\_\_ (State alternative validity period/date).

**TAX (VAT) REGISTRATION NUMBER**

The Respondent must state hereunder the tax registration number which is applicable to value added tax:

\_\_\_\_\_

**TAX CLEARANCE CERTIFICATE**

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

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

**BANKING DETAILS**

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

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

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

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

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

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp





**REGISTRATION CERTIFICATE**

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

**NAME AND ADDRESS OF ACCREDITED AGENT**

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Goods (revised July 2007).

Name: .....

Address: .....

.....

**CONFIDENTIALITY**

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

**DISCLOSURE OF PRICES TENDERED**

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

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

**DECLARATION**

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

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

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



If YES, please indicate below:

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

ADDRESS

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Indicate nature of relationship (if any):

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

**PRICE REVIEW**

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

**RETURNABLE DOCUMENTS**

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

Notice to Bidders – Section 1	√
Background overview – Section 2	√
Proposal Form – Section 3	√
Resolution of Board of Directors (Respondent's Representative) - Section 4	√
Certificate of Acquaintance with RFP Documents – Section 5	√
Pricing & Delivery Schedule - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Audited Financials for previous year	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate	√
Certificate of attendance of Site Meeting / Tender Briefing – Section 9	√
Specifications	√
Non-Disclosure Agreement – Section 11	√

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

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



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

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

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

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

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

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

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

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

\_\_\_\_\_  
Respondent's signature

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\_\_\_\_\_  
Date and company stamp



**SECTION 4**

**RFP NO 1030 98858**

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

**SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS**

Name of Company \_\_\_\_\_

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

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

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

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



## SECTION 5

RFP NO 1030 98858

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S)) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

### CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

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

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

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognize no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

WITNESS : \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

\_\_\_\_\_  
Respondent's signature

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\_\_\_\_\_  
Date and company stamp



## SECTION 6

RFP 1030 98858

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S)) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

### **PRICING & DELIVERY SCHEDULE**

The Tenderer shall submit an itemized quotation clearly pricing measurable activities as indicated in table below but not limited:

#### **Eastern Region**

<b>Item</b>	<b>Tendered Rate (R.c.) per unit</b>	<b>Amount (R.c)</b>
Daily rates for Occupational hygiene surveys by Occupational Hygienist.		
Daily rates for Occupational hygiene surveys by Occupational Technologist.		
Daily rates for Occupational hygiene surveys by Occupational Hygiene Assistant.		
Analytical costs		
Report writing by an Occupational Hygienist.		
Report writing by an Occupational Technologist.		
Report writing by an Occupational Hygiene Assistant.		
Report verification by an Occupational Hygienist.		
Occupational Hygienist hourly rates for attending meetings if required.		

\_\_\_\_\_  
Respondent's signature

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\_\_\_\_\_  
Date and company stamp



**Western Region**

Item	Tendered Rate (R.c.) per unit	Amount (R.c)
Daily rates for Occupational hygiene surveys by Occupational Hygienist.		
Daily rates for Occupational hygiene surveys by Occupational Technologist.		
Daily rates for Occupational hygiene surveys by Occupational Hygiene Assistant.		
Analytical costs		
Report writing by an Occupational Hygienist.		
Report writing by an Occupational Technologist.		
Report writing by an Occupational Hygiene Assistant.		
Report verification by an Occupational Hygienist.		
Occupational Hygienist hourly rates for attending meetings if required.		

PREVIEW COPY ONLY

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



**Central Region**

Item	Tendered Rate (R.c.) per unit	Amount (R.c)
Daily rates for Occupational hygiene surveys by Occupational Hygienist.		
Daily rates for Occupational hygiene surveys by Occupational Technologist.		
Daily rates for Occupational hygiene surveys by Occupational Hygiene Assistant.		
Analytical costs Report writing by an Occupational Hygienist.		
Report writing by an Occupational Technologist.		
Report writing by an Occupational Hygiene Assistant.		
Report verification by an Occupational Hygienist.		
Occupational Hygienist hourly rates for attending meetings if required.		

PREVIEW COPY ONLY

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp





## SECTION 7

RFP 1030 98858

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

### GENERAL TENDER CONDITIONS

(Revised July 2008)

Refer Form CSS5 attached hereto.

**PREVIEW COPY ONLY**

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Respondent's signature

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Date and company stamp



## SECTION 8

RFP 1030 98858

THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.

**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**FOR THE PROVISION OF SERVICES TO TRANSNET**

**(Revised October 2007)**

Refer Form US7 attached hereto.

PRIEVIEW COPY ONLY

\_\_\_\_\_  
Respondent's signature

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\_\_\_\_\_  
Date and company stamp



**SECTION 9**

**RFP 1030 98858**

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

**CERTIFICATE OF ATTENDANCE OF BRIEFING SESSION**

It is hereby certified that -

- 1. ....
- 2. ....

Representative(s) of .....  
(name of company)

attended the site meeting / tender briefing session in respect of the proposed Services to be rendered in terms of this RFP, on .....

**PREVIEW COPY ONLY**

.....  
**TRANSNET REPRESENTATIVE**

.....  
**RESPONDENT'S REPRESENTATIVE**

**DATE:** .....

**DATE**.....

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



## **SECTION 10**

**RFP 1030 98858**

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA('S)) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

### **SPECIFICATIONS**

#### **SCOPE OF WORK**

- Assist in conducting and reviewing Occupational Hygiene Risk Assessments within all departments of Transnet Freight Rail nationally;
- All risk assessments conducted within Transnet Freight Rail will be carried out in accordance with the Transnet Freight Rail's Risk Assessment procedure, model, technique and report writing format.
- Assist in the development, implementation and maintenance of the Occupational Hygiene Systems;
- Assist with the development, review and maintenance of a national occupational hygiene survey sampling strategy;
- Assist in annual planning to conduct occupational hygiene surveys on all identified Occupational Hygiene stressors nationally to ensure legal compliance within Transnet Freight Rail;
- Assist in the development and management of Occupational Hygiene related standards and policies for implementation at all TFR functional areas and depots;

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Respondent's signature

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\_\_\_\_\_  
Date and company stamp



- Assist in the development and management of an Occupational Hygiene system that will integrate Occupational hygiene, Occupational medicine and Occupational Safety;
- The mentioned sampling strategy will determine the type, frequency and number of occupational hygiene surveys to be conducted to meet legal compliance within Transnet Freight Rail;
- The mentioned annual plan will determine the type, location and date of occupational hygiene surveys to be conducted to meet legal compliance within Transnet Freight Rail;
- Conduct occupational hygiene surveys in accordance with the mentioned strategy, OESSM document and plan to determine the Occupational Exposure Limits (OEL's) of identified Occupational Hygiene stressors within Transnet Freight Rail and where OEL's are not available best practice will be applied;
- Provide scientific interpretation of Occupational Hygiene measurement results;
- Provide reports together with findings and recommendations of all occupational hygiene surveys conducted that will meet legal compliance and formulation of recommendations for alleviation of such problems;
- Provide any assistance and guidance in terms of occupational hygiene that may be required.
- The contract will be for a period of 2 years. At the end of the contract period a handover period will be accommodated when necessary.
  
- The TRANSNET FREIGHT RAIL Occupational Health Management within the Corporate Safety Office will manage the contract. All invoices to be forwarded to and processed by TRANSNET FREIGHT RAIL Corporate Safety Office

#### 4. DELIVERABLES

Interested Tenderer(s) shall:-

- Attend a compulsory briefing session on a date and at a venue that will be made available.
- Submit a detailed plan with timelines to comply with and roll-out the scope of work.
- Tenderers' shall supply as part of the quotation a method statement on the proposed manner in which the Tenderer proposes to address the project.

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Respondent's signature

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Date and company stamp



7. AVAILABLE INFORMATION

The following will be made available to the Tenderers on the briefing session:

- Risk assessments conducted within Transnet Freight Rail.
- The extent of the project on a national basis within Transnet Freight Rail.
- All available information as is known to Transnet Freight Rail, regarding this project.

8. **CONFIDENTIALITY**

The matter is regarded as strictly confidential between Transnet Freight Rail and the prospective Tenderers and must be treated as such. Any interaction with the media or other parties for the purpose of communication shall be permitted only via the Transnet Freight Rail Corporate Communications Office.

**7. GENERAL REQUIREMENTS**

7.1 **Empowerment of previously disadvantaged communities**

Tenderers' proposals shall indicate the organisation's contribution to the above, the extent to which Black Economic Empowerment will be advanced within the context of this proposal and the composition of the company as per Transnet Freight Rail Procurement Policy and Procedures.

For this purpose, the Transnet Freight Rail Vendor application attached to this Tender shall be completed in all relevant clauses.

7.2 **CONTRACTUAL HEALTH AND SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT**

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

\_\_\_\_\_  
Respondent's signature

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\_\_\_\_\_  
Date and company stamp



- 30) That the contractor is an “employer” in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 31) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 32) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Freight Rail for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 33) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyze and evaluate identified hazards.
- 34) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 35) The Health and Safety Plan shall include the following but not limited:
  - 6.6 The safety management structure to be instituted with all appointments in terms of the Act and Regulations.
  - 6.7 The health and safe working methods and procedures to be implemented to ensure work is performed in compliance to the Act.
  - 6.8 The Health and safety equipment, devices and clothing to be made available by the contractor to his/her employees.
  - 6.9 The site access control measures pertaining to health and safety to be implemented.
  - 6.10 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 36) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 37) The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet Freight Rail on matters pertaining to occupational health and safety.
- 38) The appointed Safety Co-ordinator must liaise at least once a week with the Occupational Hygiene Manager of Transnet Freight Rail.

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Respondent's signature

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Date and company stamp



- 39) The contractor shall furnish the\* with the Occupational Hygiene Manager of Transnet Freight Rail immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 40) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 41) The contractor shall ensure that all his/her employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 42) In the event where the risk assessment reveals the risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 43) The contractor shall advise the \* Occupational Hygiene Manager of Transnet Freight Rail of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 44) Copies of all appointments required by the act must be given to \* Occupational Hygiene Manager of Transnet Freight Rail.
- 45) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his/hers and his/her subcontractors Risk Assessment and Health and Safety Plan, proof of medical certificate of fitness, training copies.
- 46) All incidents referred to in Section 24 of the Act involving the contractor and his/her subcontractor on Transnet Freight Rail premises, shall be reported as prescribed. Transnet Freight Rail hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet Freight Rail premises.

\_\_\_\_\_  
Respondent's signature

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Date and company stamp





- 47) No alcohol or any other intoxicating substance shall be allowed on Transnet Freight Rail premises. The contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Freight Rail premises.
- 48) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 49) Contractor shall ensure that any measurement programme of the concentration of airborne regulated asbestos fibres to which an employee is exposed, is carried out in accordance with the Asbestos Regulations and such measurements should be carried out by an approved asbestos inspection authority or a person whose ability to do the measurements is verified by an approved asbestos inspection authority.
- 50) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.
- 51) The awarded contractor will be held responsible for the correct operation and calibration of all equipment used, whether it belongs to them or not.
- 52) An awarded contractor may make use of a person, or persons, to carry out certain functions. Such persons must be certified by SAIOH at least as an assistant occupational hygienist and provided further that the AIA will be able to verify in writing that these persons have performed the functions in accordance with acceptable standards.
- 53) The awarded contractor will remain accountable for the entire process of monitoring i.e. from the planning stage to the reporting thereon. If, for example, the services of an external analytical laboratory (SANAS approved) are used for analysis of samples, the Awarded contractor will remain accountable for the results obtained.
- 54) The onus is on the awarded contractor to ensure that appropriate analytical equipment and facilities are available for the tests required; to establish the competency of the laboratory personnel; and to agree on the quality assurance procedures to be employed before making use of such an approved laboratory. Quality assurance audit reports will be provided on quarterly basis to the Transnet Freight Rail Occupational Hygiene Manager in writing

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Respondent's signature

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Date and company stamp



- 55) Transnet Freight Rail Occupational Hygiene Manager will be allowed by the tender(s) to evaluate/audit their Occupational Hygiene facilities and equipment if required to do so.
- 56) Transnet Freight Rail Occupational Hygiene Manager will be allowed by the awarded contractor to evaluate their Occupational Hygiene facilities and equipment on quarterly basis or if required to do so at any time.
- 57) The awarded contractor must instruct the laboratory on the specific method of analysis required and the laboratory must certify that the given method was in fact used for the analysis. Any deviation from the method must be recorded and the reason for such deviation must be motivated.
- 58) The awarded contractor will notify the Transnet Freight Rail Occupational Hygiene Manager whenever there is significant change takes place within his/her Occupational Hygiene facilities and equipment.

\*As applicable

## 8. **QUALIFICATIONS AND EXPERIENCE OF THE SPECIALIST CONTRACTOR**

The contract envisaged under this tender will only be awarded to a competent Approved Inspection Authority (AIA) in the field of occupational hygiene monitoring, who holds a valid certificate of an Occupational Hygienist with proof of registration from SAIOH, has access to the appropriate Occupational Hygiene facilities and sampling equipments. The AIA certification must include all Occupational Hygiene Stressors including lead and asbestos.

All related qualifications, registrations, certifications, etc. pertaining to and required for Approved Inspection Authority's shall be submitted as part of the tender application documentation.

The AIA must be able to follow accepted methodologies and procedures to anticipate, recognize, identify, evaluate and prepare recommendations to reduce and or minimize exposures to any health risks within Transnet Freight Rail.

The contract envisaged under this tender will also be evaluated in terms of the following:

\_\_\_\_\_  
Respondent's signature

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\_\_\_\_\_  
Date and company stamp



- personnel involved in the regulated services of the Approved Inspection Authority must be certified by the Southern African Institute for Occupational Hygiene (SAIOH);
- personnel involved in the regulated services of the Approved Inspection Authority must hold a certificate indicating that they have passed an examination on the relevant sections of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the relevant standards or codes that are incorporated into the Act or Regulations;
- the Approved Inspection Authority must have access to suitable monitoring and analytical equipment pertinent to the service rendered;
- Approved Inspection Authorities must be in possession of their own technical equipment (for example sampling and calibration equipment), or be able to prove that they have easy access to such equipment (for example from a rental service).
- the Approved Inspection Authority must have suitably documented and controlled systems, methods and procedures relating to the regulated services they wish to render; and
- The format and content of reports for each of the services applied for must meet the requirements of ISO/IEC 17025 as amended "General requirements for the competence of calibration and testing laboratories"

Tenderers' shall also attach full particulars of their experience in the field, quoting specific references and contact numbers.

Given the responsible nature of the work envisaged under this contract, Transnet reserves the right to award the tender to an Approved Inspection Authority of choice, with due regard for a favourable balance between the cost of services, resources available and experience in the relevant field.

The lowest tender may therefore not necessarily be accepted. Unsuccessful Tenderers may be advised on reasons for acceptance or non-acceptance of any tender, without disclosure of any tender prices being given.

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Respondent's signature

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Date and company stamp



## 9. QUANTITIES AND CONTRACT VALUE

The quantities as stated in the schedule of prices attached are entirely provisional and may be more or less than those stated.

The final contract value may therefore be more or less than the tendered value. In the event of the latter, Transnet will not be liable for any such difference between tendered and actual amounts.

Rates quoted for individual quantities shall remain fixed, irrespective of any upward or downward variation in such quantities and no escalation will be paid.

This contract makes no provision for establishment and disestablishment of the Contractor's site. All site establishment, accommodation, services and infrastructure that may be required by the Contractor shall be deemed to be included in the contract rates.

The TRANSNET FREIGHT RAIL Occupational Hygiene Management within the Corporate Safety Office will manage the contract.

The appointed contractor will in all occasions request an approval from the Transnet Freight Rail Occupational Hygiene Manager before embarking on any Occupational Hygiene services as per any request or aligned with the requirements of this tender specifications within TRANSNET FREIGHT RAIL.

All invoices to be forwarded to and processed by TRANSNET FREIGHT RAIL Corporate Safety Office

**The Occupational Hygiene stressors might include the following but not limited:**

### **Physical Hazards:**

- Noise exposure (also using dosimeters), illumination surveys (day and night time), thermal stress surveys, baseline surveys (vibration, electro magnetic fields, IR and UV), and ventilation surveys.

\_\_\_\_\_  
Respondent's signature

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Date and company stamp



**Chemical Hazards:**

- Silica, Asbestos, lead, coal, nuisance dust (total and respirable), diesel exhaust fumes, Indoor Air Quality surveys, welding fumes, metal fumes, other commodities during shunting activities.

**Biological Hazards:**

- Legionella, bacteria's, fungi's

Unless stated to the contrary, prices are deemed to **exclude** VAT **but to include** all traveling time, transport cost (by road and air), accommodation, professional fees, analytical costs, submission of reports (per report / per assessment), attendance of contract meetings, electronic copies of the information, changes that are required in terms of legislation, etc.

***NB. Each region within Transnet Freight Rail should be quoted separately.***

Scheduled items that are not priced must be clearly indicated as Nil.

Payment for work performed will be on an actual basis for daily rates as tendered. The estimated quantity tendered, (e.g. number of hours or kilometres), may only be exceeded with prior approval by Transnet Freight Rail.

**10. TERMINATION OF CONTRACT**

Transnet shall have the right to terminate the above contract on grounds of non-performance, or unsatisfactory performance on the part of the Contractor in the execution of the works.

Termination shall take place only after thorough consideration and due notification of grounds being provided by the Manager in writing, with a notice period of (5) five working days.

**11. MEASUREMENT AND PAYMENT FOR SERVICES**

**11.1 MEASUREMENT**

**a) Travelling time (hour)**

\_\_\_\_\_  
Respondent's signature

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Date and company stamp



This item covers the costs associated with the time spent travelling to and from the site for the purpose of carrying out the duties of the Contractor.

Travelling time shall be measured on an actual basis, recorded separately from inspection time. Provision has been made for travel by road and no separate payment will be made for other modes of transport.

**b) Travel costs (km)**

This item covers all travel costs (excluding time) incurred by the contractor in travelling to, on and from the site. Travel costs shall be based on a distance not exceeding the distance between the Tenderer's office and the work site or actual distance, whichever distance is the lesser.

**c) Professional Time (hour)**

This item covers the costs for carrying out the duties as described in the scope of work and the method statement submitted and approved.

The item shall include all traveling time as well as travel cost.

**d) Reporting (hour)**

The cost for this item to be included in the duties as described in the scope of work and the method statement submitted and approved.

**e) Disbursements (sum)**

Provision is made in this item for reasonable disbursements incurred in the execution of the work by the contractor. Disbursements will be paid on an actual basis on production of the necessary supporting documentation.

Separate payment will not be made for cell or other phone calls, faxes etc, all of which are deemed included in the Tenderer's overall professional and travelling rates.

**11.2 PAYMENT**

All work and services rendered will be measured monthly on the 15th and payment will be made within thirty days thereafter. The Contractor shall submit an itemised invoice per the items in the Schedule of Prices, supported by a suitable timesheet. A timesheet template deemed suitable by Transnet Freight Rail is available, if required.

**12 CLOSING DATE AND ENQUIRIES**

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



The closing time and date for a response to this enquiry is 10:00 on Friday 31 July 2009.

A compulsory briefing session for interested Tenderers can be arranged for Tuesday 21 July 2009, commencing from 10:00. Details of the location and programme can be obtained from Mr. Brian Mongoma, details as below.

The work described must commence and be completed in accordance with the submitted and detailed plan that include timelines.

The Tenderer is free to approach only the following designated persons for further information with regard to this enquiry:

Mr. Brian Mongoma  
**Manager (Occupational Hygiene)**

Transnet Freight Rail  
JOHANNESBURG

Tel: 011 773 8823  
Fax: 011 773-2713  
Cell: 083 237 9866  
e-mail: Brian.Mongoma@transnet.net

## 6. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet's sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Contractor's account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Contractor's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet
- Contractor guarantees that it will achieve a 95% service level on the following measures. If the Contractor does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly sales payable in the next quarter:
  - Pick perfect rate/quantity/specifications
  - On-time delivery
- Contractor must provide a toll-free number or alternative number for customer service calls.
- Contractor will pay all costs for returns (shipping, restocking, etc.) as long as materials are in resalable condition. Time limitation on returns will be 14 working days from date of delivery unless the product needs to be shipped back to original manufacturer either for repair or replacement, and then another future reasonable date shall be determined.
- Failure of the Contractor to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 days notice to Contractor.

\_\_\_\_\_  
Respondent's signature

53

\_\_\_\_\_  
Date and company stamp



Accepted  YES  NO

**7. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD**

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

Accepted  YES  NO

If "yes", please specify.

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

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PRIEVIEW COPY ONLY

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp





**8. RISK**

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

(i) Quality and specification of Goods delivered:

.....

.....

.....

.....

(ii) Continuity of supply:

.....

.....

.....

(iii) Compliance with the Occupational Health and Safety Act, 85 of 1993

.....

.....

.....

**9. REFERENCES**

Please indicate below the company names and contact details of existing customers whom TRANSNET may contact to seek third party evaluations of your current service levels:

Name of Company	Contact Person	Telephone number

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp




PRIEVIEW COPY ONLY

\_\_\_\_\_  
Respondent's signature

\_\_\_\_\_  
Date and company stamp



## 10. EVALUATION CRITERIA

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

1. National footprint.  
**1.1 Provide proof of national footprint**
2. References  
**2.1 Provide references on similar project and contact details.**
3. Registration with approved inspection authority  
**3.1 Provide relevant registration certification**
4. List of personnel with SAIOH registration  
**Provide list of personnel and qualification**
5. Availability of laboratory/Leased or owned  
**Provide proof of lease or ownership**
6. Compliance to lab audit  
**Provide latest audit report**
7. Document control management system  
**7.1 Provide proposed document management system**

PRIEVIEW COPY ONLY

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Respondent's signature

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Date and company stamp



**SECTION 11**

RFP 1030 98858

**THE APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY (S) (AIA ('S) TO PROVIDE OCCUPATIONAL HYGIENE SERVICES WITHIN TRANSNET FREIGHT RAIL.**

**NON-DISCLOSURE AGREEMENT (NDA)**

Complete and sign NDA attached hereto.

**PREVIEW COPY ONLY**

\_\_\_\_\_  
Respondent's signature

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\_\_\_\_\_  
Date and company stamp

**NON-DISCLOSURE AGREEMENT**

Entered into between

**FREIGHT RAIL a Division of Transnet Ltd.**  
Company Reg. No. 1990/009900/06  
(Here after referred to as the Employer)

**AND**

---

(Here after referred to as the Employee)

**RFQ/CENTRAL/JHB/01/2009 (RELOCATION OF STAFF FROM VARIOUS BUILDING TO PARKTOWN)**

Since the nature of the employee's functions necessitates that he/she has access to confidential information about bidders (e.g. rates and the bidders business etc.) during the course of performing his/her responsibilities regarding the evaluation of the bidder's proposals, the parties therefore agree the following:

**1. CONFIDENTIALITY**

The employee may not disclose any information relating to his/her work or any other confidential information of the Bidders to any third party, either during the period of work on the project or any time thereafter during the course of his employment at the Employer.

Such disclosure shall constitute a serious offence and shall entitle the Employer to take the necessary legal action, which may include applying for an interdict and/or claiming for damages, to enforce this agreement.

The Employer may further not directly or indirectly use such information to his advantage of any third party or to the disadvantage of the Employer, either during the period of the contract or for 3 years thereafter.

The Employee acknowledges that the stipulations of this agreement is fair and that all costs incurred by the Employer to enforce this contract or to curb any breach or to claim damages resulting from a breach by the Employee shall be payable by the Employee should be proven guilty.

It is furthermore agreed that should any claim by any individual who's salary or personal information was disclosed by the Employee may arise, the Employee shall be liable to defend such claim and to pay for any resultant cost and/or damages.

**2. DECLARATION**

The Employee hereby declares any relationship with the bidding parties (including shares in any of the companies and close family working at the companies).

**3. NON-VARIANCE**

This constitutes the entire contract on confidentiality between the parties and no variance thereof shall be binding unless reduced to writing and signed by both parties.

**4. INDULGENCE**

Any indulgence or latitude that may be granted by the Employer at any time shall not constitute a waiver, novation or condonation of all or any of the Employers rights to otherwise strictly enforce the terms and conditions herein.

**5. DOMICILIUM CITANDI ET EXECUTANDI**

The parties hereto respectively choose as their Domicilium Citandi et Executandi addresses for all purposes of and in connection with this Agreement the addresses contained herein below:

The Employee at: \_\_\_\_\_

The Employer at: \_\_\_\_\_

Thus done and signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
**EMPLOYEE**

\_\_\_\_\_  
**EMPLOYER**

**WITNESSES:**

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

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

**SUPPLIER DECLARATION FORM (SDF)**

*Is this a new application or an amendment?*

<b>New</b>		<b>Amendment</b>	
------------	--	------------------	--

  
*If this is an amendment, please state your supplier number.*  
*If new, have you completed the "Tender/Supplier Declaration" form?*

<b>N/A</b>	<b>N</b>	<b>Y</b>
------------	----------	----------

**Section 1: (To be completed by the Supplier)**

<i>Supplier's Trading Name:</i>														
<i>Supplier's Registered Name:</i>														
<i>Physical Address:</i>														
<i>Province:</i>														

<i>Postal Address:</i>												<i>Postal Code:</i>		
<i>Postal Code:</i>														

<i>E-mail Address</i>														
<i>Telephone Number:</i>														
<i>Fax Number:</i>														
<i>Company Reg. Number:</i>														
<i>Vat Reg. Number:</i>														
<i>Income Tax Reg. Number:</i>														

<i>Bank Name:</i>														
<i>Branch:</i>														
<i>Bank Account Number:</i>														
<i>Account Type:</i>														
<i>Branch Code:</i>														
<i>Company Depositor Identifier Number:</i>														

<i>Credit Controller's Name:</i>														
<i>Credit Controller's Contact Number:</i>														
<i>How would you prefer to receive remittance advices?</i>										<b>Fax</b>	<b>e-Mail</b>	<b>Post</b>		

<b>Supplier's duly authorised individual's name:</b>	<b>Date:</b>	<b>Signature:</b>								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 12.5%;">Y</td><td style="width: 12.5%;">Y</td><td style="width: 12.5%;">Y</td><td style="width: 12.5%;">Y</td><td style="width: 12.5%;">M</td><td style="width: 12.5%;">M</td><td style="width: 12.5%;">D</td><td style="width: 12.5%;">D</td></tr> </table>	Y	Y	Y	Y	M	M	D	D	
Y	Y	Y	Y	M	M	D	D			

Initial by Supplier: \_\_\_\_\_

ANNEXURE A

**SUPPLIER DECLARATION FORM**  
**INTERNAL SPOORNET USE**

Supplier's Trading Name:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Supplier's Registered Name:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Section 2: (To be completed by the Requesting Spoornet Department)**

<input type="text"/> PURCHASING GROUP	<input type="text"/> COST CENTRE	<input type="text"/> - <input type="text"/> TELEPHONE NUMBER
--	-------------------------------------	---

*Motivate/Confirm Technical compliance/acceptability:*


<b>Name:</b>	<b>Grade:</b>	<b>Date:</b>	<b>Signature:</b>
		Y Y Y Y M M D D	

**Section 3: (To be completed by the SCS Sourcing Department)**

<input type="text"/> PURCHASING GROUP	<input type="text"/> COST CENTRE	<input type="text"/> - <input type="text"/> TELEPHONE NUMBER
--	-------------------------------------	---

*Motivate/Confirm Process/Procedure and DPP compliance/acceptability:*


<b>Name:</b>	<b>Grade:</b>	<b>Date:</b>	<b>Signature:</b>
		Y Y Y Y M M D D	

**Section 4: (To be completed by the SCS BEE Department) Confirm BEE Status**

NARROW BASED (NB)				BROADBASED (BBBEE)					
BEE O/S	BWBE	DPBE	MR	LEVEL	RECOIG.	RATING AGENCY	VALID. DATE	ANNUAL T/O	
<b>Name:</b>	<b>Grade:</b>	<b>Date:</b>				<b>Signature:</b>			
B Maja / C Ndzube	S A O	Y	Y	Y	Y	M	M	D	D
A Lutchka	Manager	Y	Y	Y	Y	M	M	D	D

**Section 5: (To be completed by the SCS Supplier Management Department)**

I hereby approve / disapprove the application.

<b>Name:</b>	<b>Grade:</b>	<b>Date:</b>	<b>Signature:</b>
B Memela	Manager	Y Y Y Y M M D D	
S Jobo	Senior Manager		

SUPPLIER NUMBER	DATE CAPTURED ON SAP:	RECON ACCOUNT:
<input type="text"/>	Y Y Y Y M M D D	<input type="text"/>



**ANNEXURE A**

**SUPPLIER DECLARATION FORM**

*(Please tick applicable) (\* - Minimum requirements)*

**As Authorised by Spoornet Exco, dated February 1998**

1. Is this a new application or an update on existing information: \*

<input type="checkbox"/> New Application	<input type="checkbox"/> Update
--	---------------------------------

2. Contract Description : \_\_\_\_\_

3. Contract Number : \_\_\_\_\_

4. Project Name : \_\_\_\_\_

5. Project Reference Number : \_\_\_\_\_

6. Type Of Firm: \*

<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Trader
<input type="checkbox"/> Close Corporation	<input type="checkbox"/> Company Pty Ltd
<input type="checkbox"/> Other (Specify)	

7. Indicate the business sector in which your company is involved/operating: \*

<input type="checkbox"/> Agriculture	<input type="checkbox"/> Mining and Quarrying
<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Construction
<input type="checkbox"/> Electricity, Gas and Water	<input type="checkbox"/> Finance and Business Services
<input type="checkbox"/> Retail, Motor Trade and Repair Services	<input type="checkbox"/> Wholesale Trade, Commercial Agents and Allied Services
<input type="checkbox"/> Catering, Accommodation and Other Trade	<input type="checkbox"/> Transport, Storage and Communications
<input type="checkbox"/> Community, Social and Personal Services	

8. Principle Business Activity \* : \_\_\_\_\_

9. Types Of Services Provided : \_\_\_\_\_

10. Since when has the firm been in business? \_\_\_\_\_

11. What is your company's annual turnover (excluding VAT)?

<b>&lt;R20k</b>	<b>&gt;R20k &lt;R0.3 m</b>	<b>&gt;R0.3 m &lt;R1m</b>	<b>&gt;R1m &lt;R5m</b>	<b>&gt;R6m &lt;R10m</b>	<b>&gt;R11m &lt;R15m</b>	<b>&gt;R16m &lt;R25m</b>	<b>&gt;R26m &lt;R30m</b>	<b>&gt;R31m &lt;R34m</b>	<b>&gt;R35m</b>

Initial by Supplier: \_\_\_\_\_

**SUPPLIER DECLARATION FORM**

(Please tick applicable) (\* - Minimum requirements)

12. Are any facilities shared? \*

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

13. If yes, which facilities are shared? \* : \_\_\_\_\_

14. Name of Organisation sharing the facility: \*  
\_\_\_\_\_

15. Where are your distribution centres? \*


16. Describe all property agreements relating to facilities used by the firm and the nature of the agreement indicating whether the facilities are leased or owned:

FACILITY	ANNUAL RENTAL AMOUNT	OWNER	AGREEMENT VERBAL / WRITTE

17. Provide details of Trade Associations / Professional Bodies in which you have membership: \*

NAME OF ASSOCIATION	SINCE	VOTING	TYPE

18. Did the firm previously operate under another name? \*

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

19. If Yes, state its previous name: \* \_\_\_\_\_

20. . Who were its previous owners / partners / directors? \*

SURNAME & INITIALS	HDI	ID NUMBERS

**HDI (Historically Disadvantaged Individual)**

Initial by Supplier: \_\_\_\_\_

**SUPPLIER DECLARATION FORM**

*(Please tick applicable) (\* - Minimum requirements)*

21. List details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: \*

SURNAME & INITIALS	IDENTITY NUMBER	CITIZEN -SHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

22. List details of current directors, officers, chairman, secretary etc. of the firm: \*

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	HDI	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

23. List details of firms personnel who have an ownership interest in another firm: \*

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

24. How many personnel does the firm employ? \*

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

In terms of 24 above, kindly provide numbers on women and disabled personnel? \*

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

Initial by Supplier: \_\_\_\_\_

**SUPPLIER DECLARATION FORM**

(Please tick applicable) (\* - Minimum requirements)

25. Provide details (listed below) of individuals responsible for the daily activities of the firm. \*

	SURNAME & INITIALS	HDI	GENDER	LENGTH OF SERVICE
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**FINANCIAL DECISIONS**

Signing of cheques				
Signing and co-signing for loans				
Acquiring lines of credit				
Major acquisition/ purchase				
Signing contracts				

**MANAGEMENT DECISIONS**

Quotations				
Marketing and sales				
HR of management staff				
HR of non-management staff				
Supervision of production				

**HDI (Historically Disadvantaged Individual)**

26. Details of personnel or firms providing the following services: \*

SERVICE	NAME	CONTACT PERSON	TELEPHONE
Accounting			
Auditing			
Banking			
Insurance			
Legal			

27. List the five largest contracts / assignments completed by your firm in the last three years: \*

CONTRACT PERFORMED	FOR WHOM	CONTACT PERSON	TELEPHONE	CONTRACT AMOUNT

28. List contracts which your firm is engaged in and not yet complete:

CONTRACT DESCRIPTION	LOCATION	FOR WHOM	CONTRACT AMOUNT	COMPLETION DATE

Initial by Supplier: \_\_\_\_\_

**SUPPLIER DECLARATION FORM**

*(Please tick applicable) (\* - Minimum requirements)*

29. As per 28 above provide details of work subcontracted:

SUBCONTRACTOR	HDI	CONTACT PERSON	TELEPHONE	SUBCONTRACT AMOUNT	NATURE OF SUBCONTRACT

30. Provide details of skills training for your personnel in terms of gender, race, disability and comparisons from previous year: \*

**PREVIOUS YEAR**

PLANS	TARGETS	NUMBER OF STAFF	AMOUNT	GENDER	HDI	DISABLED

**CURRENT YEAR**

PLANS	TARGETS	NUMBER OF STAFF	AMOUNT	GENDER	HDI	DISABLED

PREVIEW COPY ONLY

Initial by Supplier: \_\_\_\_\_

**ANNEXURE A**

**SUPPLIER DECLARATION FORM**

*(Please tick applicable) (\* - Minimum requirements)*

31. Provide details of your community involvement initiatives:

31.1 Development :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31.2 What involvement :  
\_\_\_\_\_  
\_\_\_\_\_

31.3 Level of involvement:  
\_\_\_\_\_

31.4 Location / Area :  
\_\_\_\_\_

31.5 Community Organisation :  
\_\_\_\_\_  
\_\_\_\_\_

31.6 Community Leader's Name:  
\_\_\_\_\_

31.7 Community Organisation / Leader's address & telephone numbers :  
\_\_\_\_\_  
\_\_\_\_\_

31.8 Period of involvement:  
\_\_\_\_\_

**PREVIEW COPY ONLY**

32. Details of Contact Persons: \*

<b>SURNAME</b>	<b>INITIAL S</b>	<b>DESIGNATION</b>	<b>TELEPHONE NO.</b>

33. May the above-mentioned information be shared and included in Spoornet's Supplier Database for future reference?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

34. If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

**SUPPLIER DECLARATION FORM**

*(Please tick applicable) (\* - Minimum requirements)*

35. If yes, kindly provide the following information: -

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

In terms of 35 above, kindly provide numbers on women and disabled personnel?

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

36. Kindly categorise your company / organisation into one of the following: -

MANUFACTURER	DISTRIBUTOR	AGENT	CONSULTANT	CONTRACTOR	OTHER

37. Are any of your members/shareholders/directors ex-employees of Transnet/Spoornet?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

37.1 If yes, kindly provide the following details: -

NAME OF EMPLOYEE	DEPARTMENT	CONTACT NUMBER

38. Are any of your members/directors/shareholders related to any Transnet/Spoornet employees?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

38.1 If yes, provide particulars

NAME OF EMPLOYEE	DEPARTMENT	CONTACT NUMBER

Initial by Supplier: \_\_\_\_\_

## EMPLOYEES TAX (P.A.Y.E) – EXTERNAL CONTRACTORS

In terms of the Fourth Schedule to the Income Tax Act amounts payable to external contractors are subject to Employees Tax when certain criteria are met. The legislation became effective as from the 1 April 2000.

If a contractor falls within the provisions contained in the 4th schedule of the Income Tax Act, Spoornet is obliged to withhold Employees Tax before payment is made to the contractor. This tax will then be paid over to SARS. It must be noted that the tax withheld is based on the Income Tax Act and Spoornet is in no way involved in this decision. The Employees Tax will be calculated on payments/amounts payable to the contractor excluding VAT. Furthermore it is important to note that the Employees Tax will only be deducted in respect of services rendered and does not apply to the procurement of goods.

The rate at which the Employees Tax will be withheld is as per the applicable rates mentioned hereunder. The rate applicable to you will be dependent on responses to the attached questionnaire.

When a Company/CC/Personal Service Trust/Small Business Corporation/Individual employs four or more unconnected persons who are on a full-time basis engaged in rendering the service, the above requirements fall away and the Company/CC/Personal Service Trust/Small Business Corporation/Individual is not subject to Employees Tax. However should they employ less than four unconnected persons, the criteria as per the questionnaire still needs to be met before Employees Tax can be withheld.

Labour brokers are normally not subject to the Employees Tax, because they usually employ more than four unconnected persons.

***Please note that your co-operation in completing the attached questionnaire is imperative. Should you fail to respond timeously to the questionnaire, Spoornet will be forced to deduct the required Employees Tax as if a liability exists. Spoornet will also consider the option of not making further use of your services until we have received feedback from you.***

### APPLICABLE TAX RATES:

- 1) Companies – will be taxed at flat rate of 34%.
- 2) Close Corporations – will be taxed at flat rate of 34%.
- 3) Personal Service Trusts – will be taxed at 34% of taxable income.
- 4) Individuals - If you have a contract with Spoornet only tax will be deducted according to the progressive tax tables.
  - If you are contracted to other parties as well as Spoornet tax will be deducted at a flat rate of 25%.
- 5) Labour brokers (with no exemption certificate)(IRP 30) – tax will be deducted as per legal persona i.e.: in accordance with the applicable tax rates as per 1-4 above.

Initial by Supplier: \_\_\_\_\_



**QUESTIONNAIRE**

**INCOME TAX STATUS OF EXTERNAL CONTRACTORS**

1) Do you operate through a Company/Close corporation/Personal Service Trust or in your individual capacity?

- PRIVATE INDIVIDUAL       COMPANY       CLOSE CORPORATION
- PERSONAL SERVICE TRUST

2) What do you supply to Spoornet?

- GOODS ONLY       SERVICE ONLY       GOODS & SERVICES

**NOTE: If answered goods only, please do not answer the rest of the questionnaire.**

3) Will the income derived from the contract with Spoornet constitute more than 80% of the company's/Close Corporation's/Personal Service Trust's or your gross income for the year ended 28 February?  YES       NO

4) Will the amounts in respect of services rendered be payable on a regular basis, i.e.: daily, weekly, monthly, or other intervals?  YES       NO

5) Will Spoornet be in control of the hours during which you perform your service as well as the manner in which you perform your service?  YES       NO

6) Do you employ less than 4 employees (other than shareholders of the company or members of the close corporation or connected persons in relation to such shareholder or member) who are on a full-time basis engaged in the business of the company/close Corporation/personal service trust?  YES       NO

7) Is the contract with Spoornet the only employment or contract that generates income for the company/close corporation?  YES       NO

If not, in the case of an individual, are you employed by another institution?  YES       NO

8) Will the nature of the contract with Spoornet require you to work more than 22 hours per week on this specific contract?  YES       NO

Initial by Supplier: \_\_\_\_\_

**ANNEXURE A**

**SUPPLIER DECLARATION FORM (SDF)**

*(Please tick applicable) (\* - Minimum requirements)*

<b>KINDLY ENSURE THAT THE FOLLOWING DOCUMENTATION IS ATTACHED: -</b>	
*	Cancelled Cheque (used)
*	Certified Copy of Identity Documents of Members / Shareholders / Directors (where applicable)
*	Certified Copy of Share Certificates / CK1 & CK2
*	Certified Copy Of Certificate of Incorporation and CM29/ CM9 (Name Changes)
*	A <b>Current</b> and <b>Original</b> Tax clearance certificate from the South African Revenue Services <b>must</b> be attached
	Certified Copy of Equity Plan / Training Plan
	Certified Copy of Acknowledgement of receipt of Employment Equity Plan from the Department of Labour
	Memorandum of Agreements / Member / Partnership Agreements (where applicable)
*	Certified Copy of Financial Statements (For the past three years) including Balance Sheets
*	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy
*	<b>Certifications</b> e.g. CIDB (Construction), BBBEE (From an Accredited Rating Agency)
*	Application <b>must</b> be signed by a Commissioner Of Oaths
	Other Relevant Documentation

I / we hereby guarantee that the above information given by me / us to you in respect of the details of my / our bank / building society account are correct and I / we hereby indemnify Spoornet from any loss and / or damages howsoever caused that I / we or any other party may suffer as a result of the said information being incorrect.

Changes to our bank account will be given to Spoornet in writing, together with a confirmation letter from our bankers.

I, the undersigned warrant that I am duly authorised to complete and sign these documents on behalf of the firm/ organisation and that the information furnished is true and correct.

I further warrant that the members / shareholders are not nominee members / shareholders and the stated members / shareholders are the beneficial members / shareholders.

I also agree that, in the event of false, incorrect or misleading information being provided in this declaration, Spoornet shall have the right to: -

- Repudiate any contract that may have been awarded; and / or
- Recover any losses or damages sustained by Spoornet as a result of the award of any contract; and / or
- Restrict the tenderer from further business with Spoornet for a period between one year to five years depending on Spoornet's view on the seriousness of the misconduct and the degree of prejudice suffered by Spoornet.

**DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF FIRM / ORGANISATION:**

<i>Name:</i>	<i>Signature:</i>	<i>Date:</i>	<i>Telephone:</i>
<i>Address:</i>			

**COMMISSIONER OF OATH:**

<i>Name:</i>	<i>Signature:</i>	<i>Date:</i>	<i>Telephone:</i>
<i>Address:</i>			

Initial by Supplier: \_\_\_\_\_