



Transnet freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/0009900/30

[hereinafter referred to as Transnet]

REQUEST FOR QUOTATION [RFQ] No BFX/52490
FOR THE PROVISION OF REPLACING OF EXISTING DOORS WITH SAFE
TYPE DOORS AT VIRGINIA AND THEUNISSEN TIE STATIONS
FIRST

ISSUE DATE : 3 SEPTEMBER 2013

CLOSING DATE : 17 SEPTEMBER 2013

CLOSING TIME : 10:00

FORMAL BRIEFING : 10 SEPTEMBER AT 10:00 - A COMPULSORY PRE-QUOTATION

SITE MEETING AND/OR BRIEFING SESSION WILL BE CONDUCTED AT
THEUNISSEN TRACTION TIE STATION

"PREVIEW COPY ONLY"

Section 1
NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: Courier
The Secretariat
Acquisition Council
Admin support Office
Tender Box
Office no. 2
Real Estate Management building
Austen Street
Beaconsfield
Kimberley
Contact person: Maggie Pain Tel. 053 -- 828 3341)

1 Responses to RFQ

Responses to this RFQ [Quotations] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- In this RFQ, Transnet will apply the 80/20 preference point system prescribed in the PPFA.
- Proposals will be evaluated on price which will be allocated 80 points and preference which will be allocated 20 points.
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00. However, if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- (i) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or

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_____ Date & Company Stamp

- (ii) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

Enterprises will be rated by such agencies based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SAMAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

Respondents are required to furnish proof of the above to Transnet. [i.e. a valid detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a valid certificate in respect of EMEs].

Transnet will accordingly allocate a maximum of **20 [twenty] points** to the Respondent's final score based on an entity's B-BBEE scorecard rating.

N.B. Failure to submit a B-BBEE certificate which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

[Refer clause 18 below for Returnable Documents required]

3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to contact any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Gideon Joubert
Email: Gideon.Joubert@Transnet.net
- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Maggie Pain on any matter relating to its RFQ response:

Telephone 053 838 3341

Email Maggie.Pain@Transnet.net

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4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission may result in disqualification.

5 VAT Registration

The valid VAT registration number must be stated here: _____ *[if applicable].*

6 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

7 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

8 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

9 Prices Subject to Confirmation

Prices quote which are subject to confirmation will not be considered.

10 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

11 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

12 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to provide on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

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In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

I/we _____ do hereby certify that I/we **have/have not been** found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

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

NATURE OF BREACH: _____

DATE OF BREACH: _____

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

13 Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

- **Administrative responsiveness** - completeness of response and returnable documents
- **Substantive responsiveness** – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
- Weighted evaluation based on 80/20 preference point system as indicated in paragraph 2 above:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be considered
 - B-BBEE status of company

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

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Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

14 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.

This RFQ is valid until _____.

15 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

16 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

17 Disclosure of Prices Quoted

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

YES NO

18 Returnable Documents

Returnable Documents means all the documents, Sections and Annexes as listed in the tables below.

- a) Respondents are required to submit with their Quotations the Returnable Documents, as detailed below.

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

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All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
<p>SECTION 1 : Notice to Bidders</p> <ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] <p>Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard</p> <ul style="list-style-type: none"> - Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMES] <p>Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard</p> <ul style="list-style-type: none"> - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement 	
<p>SECTION 2 : Quotation Form</p>	
<p>SECTION 3: Vendor Application Form</p> <ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details • Certified copies of T1s of shareholder/directors/members [as applicable] • Certified copy of Certificate of Incorporation [CM29/CM9 name change] • Certified copy of share certificates [CK1/CK2 if C.C.] • Entity's letterhead • Certified copy of VAT Registration Certificate [RSA entities only] • Certified copy of valid Company Registration Certificate [if applicable] • Original valid Tax Clearance Certificate [Jointly / Joint Ventures must submit a separate Tax Clearance Certificate for each party] <p>ANNEXURES A - Specifications for Vegetation control TFR grounds Bidder Item</p> <p>ANNEXURES B - Tender Price List for Ground maintenance</p>	
<p>Form E4E Transnet (Jan 2004) Safety arrangements and Procedural control with the Occupational Health and Safety act (Act 85 of 1993 and applicable regulations.</p> <p>b) In addition to the requirements of paragraph a) above, Respondents are further requested to submit with their Proposals the following additional documents as detailed below.</p> <p>Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:</p>	

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
Letter of Good Standing	

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**Section 2
QUOTATION FORM**

I/We _____ hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [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.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the service required, excluding VAT: See " Specification for Vegetation control TFR grounds Bethune and Annexure B " Tender Price List for Ground maintenance "

Item	Description	Unit	Quantity	Rate	Price
A	Theunissen 3 kV Tie station				
1	Remove existing doors	sum	4		
2	Supply and fit single safe type doors	sum	3		
3	Supply double safe type door	sum	1		
4	P's & G's	sum	1		
A	Total Price for Theunissen(Excl. VAT)				
B	Virginia 3 kV Tie station				
1	Remove existing doors	sum			
2	Supply and fit single safe type doors	sum	3		
3	Supply double safe type door	sum	1		
4	P's & G's	sum	1		
B	Total Price for Virginia(Excl. VAT)				
	Total Price for (A+B) (EXCL. VAT)		R		

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Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

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CONTRACT DATA

WORKS INFORMATION

2.0 Description of work

2.1 SAFE TYPE DOORS

- 2.1.1 Transnet Freight Rail reserves the right to award the contract to Contractor with quickest delivery period due to the urgency of this substation.
- 2.1.2 Supply and fit of single safe type door as per attached DS1 and double safe type door.
- 2.1.3 Paint walls where plastered with mines grey enamel paint.
- 2.1.4 All new safe doors must be painted with mine grey enamel paint

2.2 PRIORITIES AND ORDER OF WORK

- 2.2.1 Commencement and Duration of Contract
- 2.2.2 Starting date

The Contractor shall start work within 7 calendar days after notification of award of the contract or at a date set by Transnet Freight Rail.

2.2.2 Duration of contract

The contract works must be completed within 40 calendars working days (excluding weekends and public holidays) after notification of award of contract. No extension will be considered without decent motivation.

2.3 MECHANICAL LOCKING.

- 2.3.1 7-Lever security lock with one type key for all doors is required.

3. Safety information

- 3.1 The Contractor shall comply with requirements of safety legislation and regulations in all respects.
- 3.1.2 Security of all of the Contractor's staff, vehicles, machinery, equipment and materials shall remain the responsibility of the Contractor. The Contractor may use Transnet Freight Rail premises from time to time but the responsibility and cost to provide security, which may be required, shall be for the Contractor's account. No separate payment shall be made and the cost thereof shall be deemed to be included in the rates tendered. Transnet Freight Rail shall entertain no claims whatsoever in this regard.
- 3.1.3 The Contractor shall prepare and submit to Transnet Freight Rail at the start of the contract, a comprehensive safety plan which shall also cover the following headings:

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- 3.1.4 Transportation of flammable / explosive materials and / or equipment on the same road or rail vehicle as personnel.
- 3.1.5 Storing flammable/explosive materials and/or equipment.
Fire prevention and fire fighting plan.
Safety procedures for staff when working on double line sections.
- 3.1.6 Safe working procedure for all aspects of the operation, inclusive of all moving of machinery by rail if required by the Contractor.
- 3.1.7 The method of work shall be such that at all times it shall comply with Transnet Freight Rail Specification E7/1.
- 3.1.8 Normal protection measures in accordance with the Transnet Freight Rail Protection Manual shall apply.
- 3.1.9 All protection arrangements shall at all times remain under the supervision and responsibility of a Transnet Freight Rail Traction Linesman. No work is permitted if an occupation is not approved.
- 3.1.10 The Contractor shall not allow any persons on the work site to venture within the structure or gauge of any adjacent line when this warning procedure is not operating effectively**
- 3.1.11 An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. This procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on the work site before work proceeds.
- 3.1.12 All reasonable steps to effectively prevent the occurrence of weldt fires shall be required from the Contractor. Such fire fighting equipment and resources deemed necessary to effectively fight any weldt fire, which may occur as a result of the work, shall be required at each relay site and shall form part of this contract. The cost to provide such fire fighting equipment and resources shall be deemed to be included in the rates tendered and no separate payment shall be made for this.
- 3.1.13 No separate payment shall be made for the safety measures and the costs hereof will be deemed to be included in the rates tendered.
- 3.2 Training**
- 3.2.1 General
- 3.2.1.1 The Contractor shall ensure that all staff working on or with the contract is adequately trained, so as to comply with any relevant safety and quality requirements.
- 3.2.1.2 It is the Contractor's responsibility to ensure that his personnel are trained. At the commencement of the contract, Transnet Freight Rail shall assist the contractor with the initial on-the-job training of the staff as specified below, so as to assist the Contractor to qualify the workers / staff. The Contractor shall ensure that he has a core group of workers with sufficient previous experience to take the lead in undertaking maintenance tasks.
- 3.2.1.3 Where the Contractor requires training and Transnet Freight Rail is committed to provide this training, the contractor shall quantify in his tender as to what and how many staff, training will

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be required. After award of the contract, the contractor shall then arrange with the appropriate Transnet Freight Rail Production Manager (OHTe), through the Technical Officer, for this training / testing.

3.2.1.4 The Contractor's Supervisor shall take full charge of the Contractor's resources on the work site. An employee / agent appointed by the contractor, will not act as, or be allowed to take on any responsibility as, the *person-in-charge-of- the-occupation*. The function of *person-in-charge-of-the-occupation* is restricted to competent Transnet Freight Rail employees only.

3.2.1.5 The *person-in-charge-of-the-occupation* shall be a competent Transnet Freight Rail employee, reporting to the Transnet Freight Rail Depot Engineer. This person shall be responsible for the following on a work site:
Taking occupations
Cancelling the occupation

Communication with Control with regard to occupation matters.

3.2.1.6 The Transnet Freight Rail Depot Engineer remains ultimately responsible in terms of the requirements of Act 85 for the safe working environment of his own personnel as well as contractor's personnel within the track maintenance environment on his depot.

3.2.1.7 The Depot Engineer is therefore also responsible for ensuring that any changes in the Protection Procedures that may occur over time are effectively communicated his own personnel as well as contractor's personnel within the track maintenance environment on his depot

3.2.1.8 Electrical awareness, Educational and competency training

3.2.1.9 The following training shall be arranged for the following Contractors staff:

3.2.1.10 The electrical awareness training must be arranged for beforehand on-the-job.

3.2.1.11 The electrical educational and competency training may be arranged for at either a depot's lecture room (Transnet Freight Rail property) or at a venue of the Contractor's choice (Contractors cost).

3.2.1.12 Transnet Freight Rail will provide the Accredited Electrical Trainer, from Transnet Freight Rail, at Transnet Freight Rail cost, provided that an arrangement for the training session required, is done beforehand and will fit in with the Trainers training program for the year.

PRELIMINARY

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Course	Objective	Duration & trainer	Grade to attend
A) Awareness (Electrical)	To inform all contractors staff working near a machine and on the line on electrified sections of the dangerous situations of high voltage OHTE and substations.	Two-hour on-the-job lecture and training. Accredited Electrical Trainer / Depot's Electrical technical officer.	<ul style="list-style-type: none"> All workers and staff working on the contract
B) PWC Educational (Electrical)	For the safe working on and with On-track machinery in the vicinity or near exposed High voltage OHTE and substations.	Lecture room training = 1,25 d On-the-job training = 0,25 d Criterion test = 0,5 d Total = 2 days Accredited Electrical trainer	<ul style="list-style-type: none"> Workers working on a machine risk area(s) Operators Machine fitters Area supervisors Contract supervisors
C) COM competence (Electrical) (To follow A) (PWC)	Work permits safe working procedures under the direct supervision of a responsible representative.	Lecture room training = 0,25 d On-the-job training = 0,25 d Criterion test = 0,5 days Total = 1 day Accredited Electrical trainer	Supervisor(Responsible person in charge at machine working)

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1.0 CONTRACTUAL OBLIGATIONS

- 1.1 The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.
- 1.2 The Contractor shall ensure that a safety representative is at site at all times.
- 1.3 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.4 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
 - 1.4.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
 - 1.4.2 The Occupational Health and Safety Act (Act 85 of 1993).
 - 1.4.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
 - 1.4.4 The Contractor shall comply with the current Transnet Specification E4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor.
 - 1.4.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 1.5 The Contractor's Health and Safety programme shall be subject to agreement by the Project Manager / Supervisor and, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 1.6 In addition to compliance with clause 1.4.5 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.7 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment.
- 1.8 A penalty charge of **R500.00** per day will be levied for late completion.
- 1.9 The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Project Manager or Supervisor in writing.
- 1.10 The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment.

This book shall be filled in by the Project Manager or Supervisor and must be countersigned by the Contractor.

- 1.11 Both books mentioned in 1.9 and 1.10 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Supervisor on the day of energising or handing over.
- 1.12 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 1.13 The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3rd party suppliers/Manufacturers.
- 1.14 The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet freight rail specifications.
- 1.15 The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.

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Section 3

Transnet Supplier Declaration/Application

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Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. Original cancelled cheque **OR** letter from the bank verifying banking details (with bank stamp)
3. Certified copy of Identity document of Shareholders/Directors/Members (where applicable)
4. Certified copy of certificate of incorporation, CM29 / CM9 (name change)
5. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB: *Failure to submit the above documentation will delay the vendor creation process.*

Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.

IMPORTANT NOTES:

- a) If your annual turnover is less than R5 million, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) If your annual turnover is between R5 million and R35million, then in terms of the DTI codes, you are classified as a Quality and Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) If your annual turnover is in excess of R35million, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) To avoid PAYE tax being automatically deducted from an invoice received from you, you must also contact the Transnet person who lodged this request on your behalf so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, No payments can be made to a vendor until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.

- f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

Regards,

Transnet Vendor/Supplier Management .Contact person Carol tell: 021 940-3846 fax 021 940-3883.

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Supplier Declaration Form

Company Trading Name															
Company Registered Name															
Company Registration Number Or ID Number If A Sole Proprietor															
Form of entity		CC		Trust		Pty Ltd		Limited		Partnership		Sole Proprietor			
VAT number (if registered)															
Company Telephone Number															
Company Fax Number															
Company E-Mail Address															
Company Website Address															
Bank Name						Bank Account Number									
Postal Address															
Code															
Physical Address															
Code															
Contact Person															
Designation															
Telephone															
Email															
Annual Turnover Range (Last Financial Year)				< R5 Million				R5-35 million				>R35 million			
Does Your Company Provide				Products				Services				Both			
Area Of Delivery				National				Provincial				Local			
Is Your Company A Public Or Private Entity															
Does Your Company Have A Tax Directive Or R100 Certificate				Yes				Private				No			
Main Product Or Service Supplied (E.G.: Stationery, Consulting)															
BEE Ownership Details															
%Black Ownership			% Black women ownership			% Disabled persons/ ownership									
Does your company have a BEE certificate			Yes			No									
What is your broad based BEE status (Level 1 to 9 / Unknown)															
How many personnel does the firm employ															
Transnet Contact Person				Partner				Part time							
Contact number															
Transnet operating division															
Duly Authorised To Sign For And On Behalf Of Firm / Organisation															
Name						Designation									
Signature						Date									
Stamp And Signature Of Commissioner Of Oath															
Name						Date									
Signature						Telephone No.									

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

Transnet Vendor/Supplier Management: Contact person Carol tell: 021 940-3846 fax 021 940-3883

Respondent's Signature

Date & Company Stamp

TRANSNET LIMITED

(Registration no. 1990/000900/36)

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE
WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS****1. General**

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.
2. **Definitions**
 - 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
 - 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "Construction Work", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
 - (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

- (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- 2.3 “competent person” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed; Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 “contractor” means principal contractor and “subcontractor” means contractor as defined by the Construction Regulations, 2003.
- 2.5 “fall protection plan” means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 “health and safety file” means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 “Health and Safety Plan ” means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 “Risk Assessment” means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 “the Act” means the Occupational Health and Safety Act, No 85 of 1993.
3. Procedural Compliance
- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
- (b) includes the use of explosives to perform construction work; or
- (c) includes the dismantling of fixed plant at a height greater than 3m. and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
- (a) includes excavation work deeper than 1m; or

- (b) includes working at a height greater than 3 metres above ground or a landing.
- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of each subcontractors and shall ensure that they comply with the Act and Regulations and Transnet's safety requirements and procedures.
4. **Special Permits**
- Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.
5. **Health and Safety Programme**
- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of:-
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;

- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
- (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
- (b) the analysis and evaluation of the hazards identified;
- (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) a monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
- (d) the site access control measures pertaining to health and safety to be implemented;
- (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and

- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that one step taken, shall include periodic audits at intervals mutually agreed to between the two or at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by the Inspector, Technical Officer, agent, subcontractor, employee, registered employee or Employer's health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.
- 6. Fall Protection Plan**
- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks 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;

- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
 - (b) the procedures and methods to address all the identified risks per location;
 - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
 - (d) the training of employees working from elevated positions; and
 - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 7. Hazards and Potential Hazardous Situations**
- The Contractor and the Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.
- 8. Health and Safety File**
- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the health and safety file is available as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulation, include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

ANNEXURE I

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3(1) of the Construction Regulations
NOTIFICATION OF CONSTRUCTION WORK

1(a) Name and postal address of principal contractor: _____

(b) Name and tel. no of principal contractor's contact person: _____

2. Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client: _____

(b) Name and tel no of client's contact person or agent: _____

4.(a) Name and postal address of designer(s) for the project: _____

(b) Name and tel. no of designer(s) contact person: _____

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).

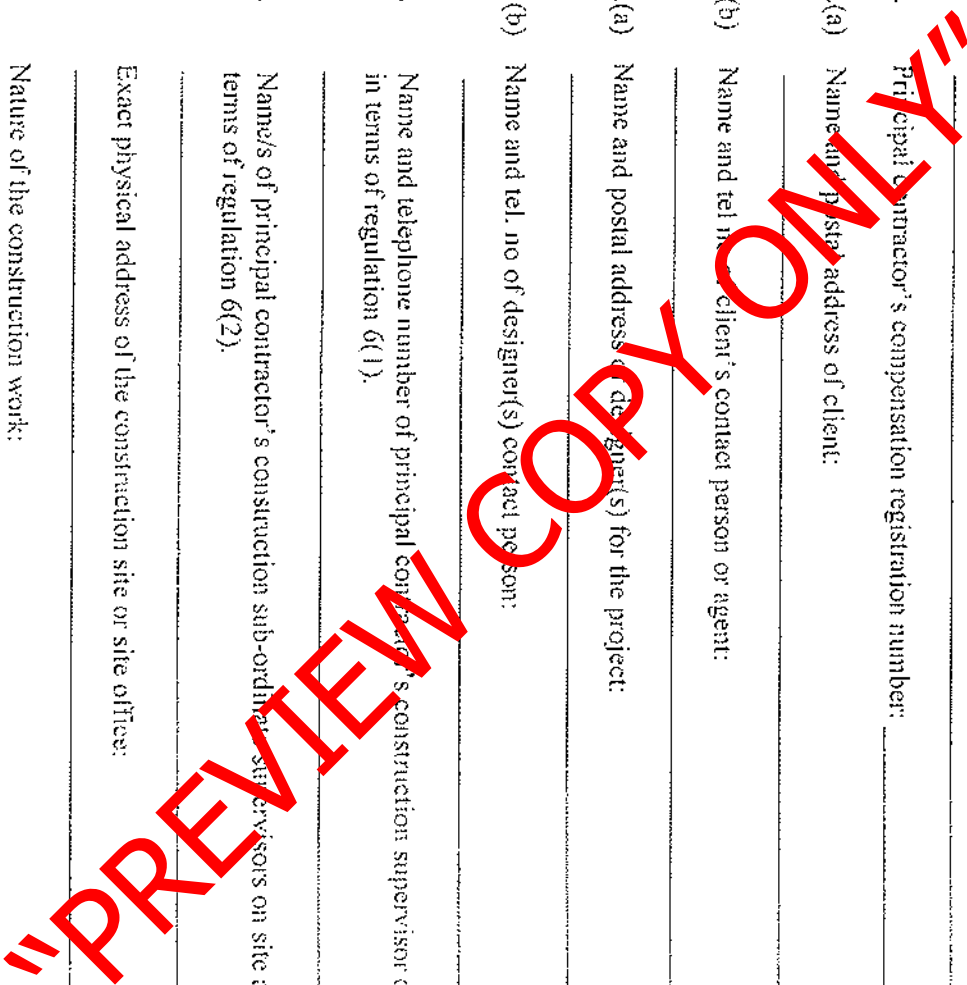
6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____



11. Estimated maximum number of persons on the construction site: _____

12. Planned number of contractors on the construction site accountable to the principle contractor: _____

13. Name(s) of contractors already chosen.

Principal Contractor

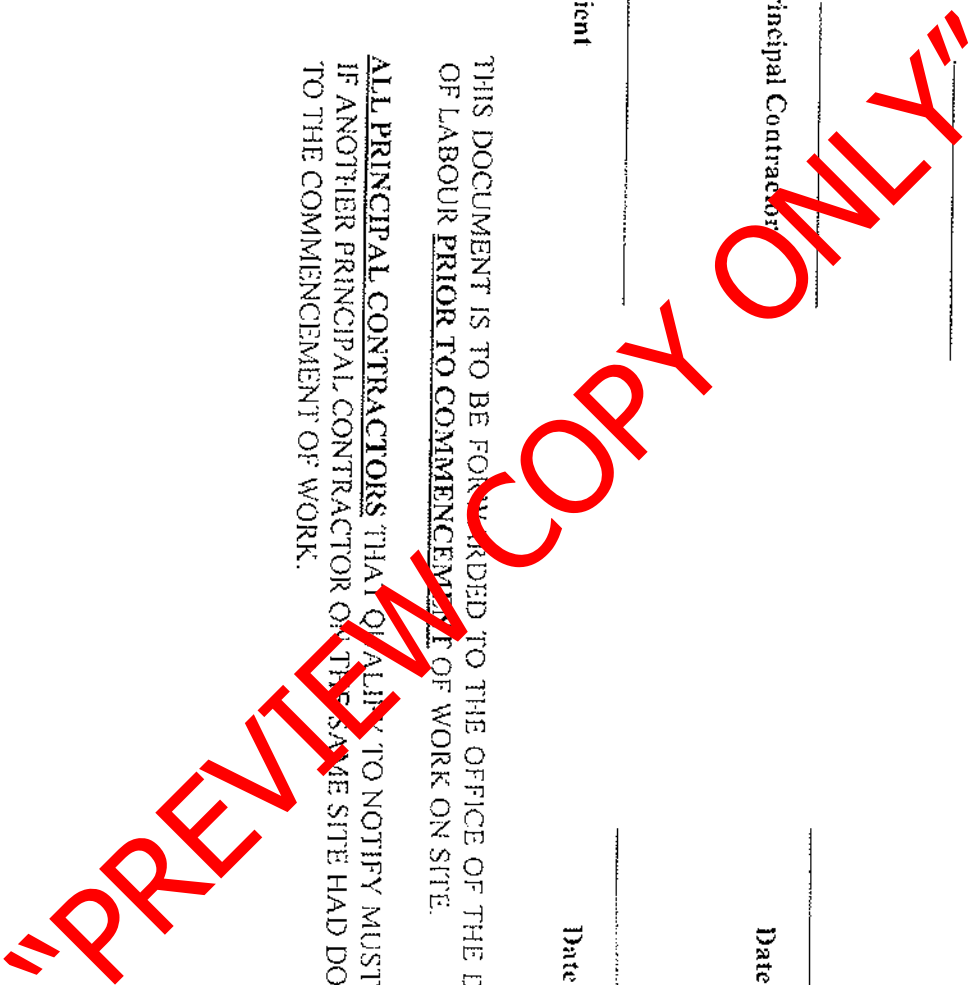
Date

Client

Date

* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.

* ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.



ANNEXURE 2

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In terms of _____, I, _____

representing the Employer) do hereby appoint _____

As the ~~Competent~~ Person on the premises at _____

(physical address) of a ~~person~~ in compliance with the Act and the applicable Regulations.

Your designated areas of competence follows :-

Date : _____

Signature :- _____

Designation :- _____

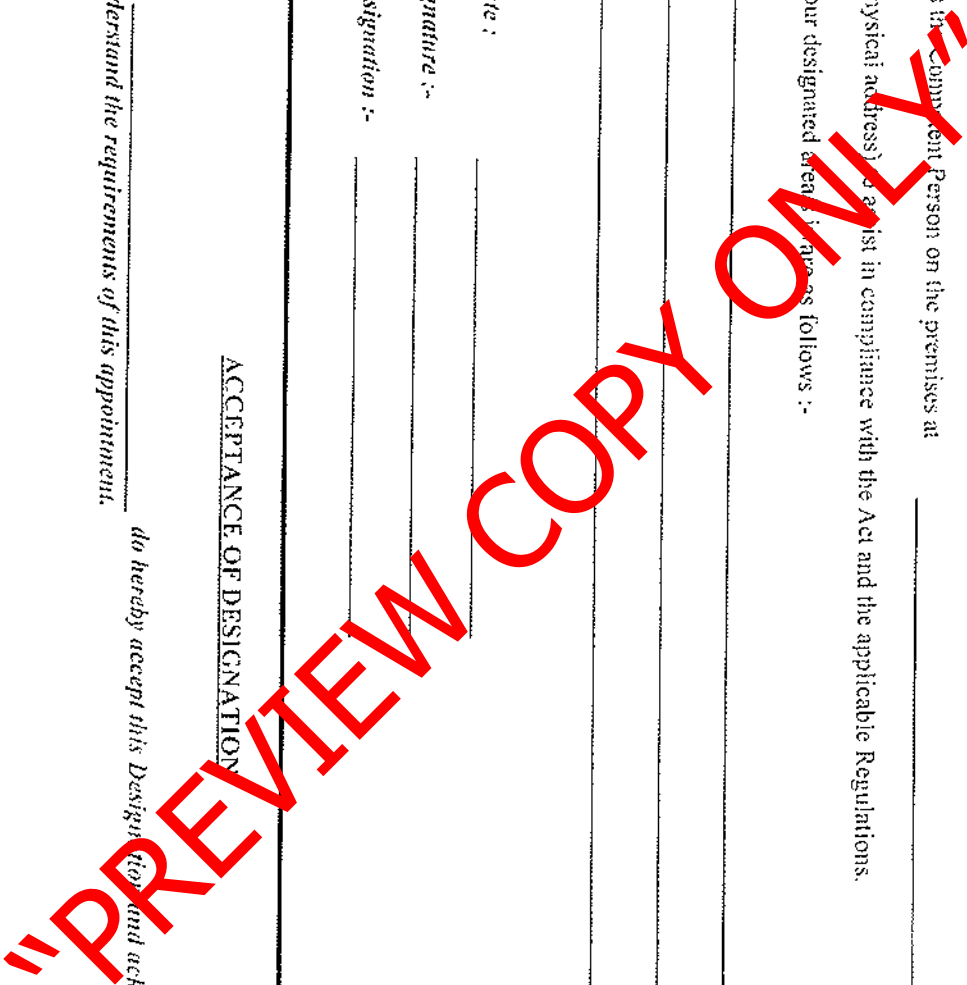
ACCEPTANCE OF DESIGNATION

I, _____ do hereby accept this Designation and acknowledge that I understand the requirements of this appointment.

Date : _____

Signature :- _____

Designation :- _____



ANNEXURE 3

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :

DECLARATION

In terms of the above Act I, _____ am personally assuming the duties and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

Signature :-

Date :

“PREVIEW COPY ONLY”

ANNEXURE 4(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)
SITE ACCESS CERTIFICATE

Access to : _____ (Area)
 Name of Contractor/Builder :- _____
 Contract/Order No.: _____

The contract works site/area described above are made available to you for the carrying out of associated works
 In terms of your contract/order with
 (company) _____

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the Contract documents including the plans of the site or work areas forming part thereof.

Signal : _____ Date : _____
 TECHNICAL OFFICER

ACKNOWLEDGEMENT OF RECEIPT

Name of Contractor/Builder :- _____
 I, _____ do hereby acknowledge and accept the duties and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and Safety Act, Act 85 of 1993.

Name : _____ Designation : _____
 Signature : _____ Date : _____