



Transnet Freight Rail  
A Division of  
TRANSNET LIMITED  
(Registration No. 1990/000900/06)

## REQUEST FOR QUOTATION (“RFQ”)

**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME’S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

**ISSUE DATE : 14 MARCH 2012**  
**CLOSING DATE : 29 MARCH 2012**  
**CLOSING TIME : 10H00**  
**OPTION DATE : 30 JUNE 2012**

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



**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

**SCHEDULE OF DOCUMENTS**

**Section**

1. Notice to Bidders
2. Background, Overview and Scope of Requirements
3. Quotation Form
4. Resolution of Board of Directors (Respondent's Representative)
5. Certificate of Acquaintance with RFQ Documents
6. Pricing and Delivery Schedule
7. General Tender Conditions (CSS5 – Services)
8. Standard Terms and Conditions of Contract (US7 - Services)
9. Schedule of Plant
10. Minimum Communal Health Requirements (E4B)
11. Safety Arrangements and Procedural Compliance (E4E)
12. Supplier Code Of Conduct
13. Non – Disclosure Agreement (“NDA”)
14. Tender safety Clauses and Questionnaire
15. Clause To Clause Compliance
16. BBD8210 Version 1 – E7/1 - Specification for general work and works on, over, under or adjacent to railway lines and near high voltage equipment
17. SDF (Supplier Declaration Forms)

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

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\_\_\_\_\_  
Date and Company Stamp



## SECTION 1

**RFQ NUMBER: ERAC 80B6946 - 8446**

### **RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA FOR A PERIOD OF: 24 MONTHS.**

#### **NOTICE TO BIDDERS**

1. Quotations are requested from selected persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the above-mentioned requirement to Transnet.

On or after **14 March 2012** the documents may be inspected at, and are obtainable from the office of Transnet Tender Advice centre, Inyanda House 1, Ground Floor, 21 Wellington Road, Parktown, Johannesburg. A non-refundable Quotation fee of **R100.00** (Inclusive of VAT) is applicable per quotation. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch Code, 004805. The deposit slip must reflect , **ERAC 80B6946 - 8446** and the Company Name. Receipts to be presented prior to collection of the documents to be collected until **29th March 2012** before **10h00**.

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

2. A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated below:

Name : Anneline Scholtz  
Division : Transnet Freight Rail (Supply Chain Services)  
Email : anneline.scholtz@transnet.net

In the interest of fairness and transparency the said information will then be made available to the other Respondents who have collected documents. For this purpose all Respondents need to indicate their intention to respond by informing the above-mentioned Transnet employee (per email only) of their contact numbers as soon as possible but before the closing date which is 08 November 2011

Quotations **in DUPLICATE** must reach The Secretary, Transnet Acquisition Council, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

<b>RFQ No</b>	<b>: ERAC 80B6946 - 8446</b>
<b>Description</b>	<b>: Rental Of Park Home's At Ogies, Witbank And Phalaborwa For A Period Of 24 Months</b>
<b>Closing date and time</b>	<b>: 29 March 2012 at 10h00</b>
<b>Closing address (refer options paragraph 4 below)</b>	

2. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

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

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Date and Company Stamp



- 2.1.1** If posted, the envelope must be addressed to The Chairperson, TRANSNET Freight Rail Acquisition Council, and 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 RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 2.1.2** If delivered by hand, the envelope is to be deposited in TRANSNET Freight Rail Acquisition Council RFQ box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

**THE CHAIRPERSON  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
GROUND FLOOR  
RFQ BOX  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001**

The measurements of the "RFQ 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 RFQ box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

- 2.1.3** If dispatched by courier, the envelope must be addressed as follows and delivered to The Chairman, TRANSNET Freight Rail and a signature obtained from that Office.

**THE CHAIRPERSON  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001**

- 3.** Please note that this RFQ closes punctually at 10:00 on Tuesday 29 March 2012.
- 4.** If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
- 5.** NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
- 6.** The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.

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

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\_\_\_\_\_  
Date and Company Stamp



7. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
8. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the respondent on the reverse side
9. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (ALTERATIONS MADE BY THE RESPONDENT TO RFQ PRICES) of the General RFQ Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
10. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT (“BBBEE”)**

TRANSNET fully endorses and supports the South African Government’s Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a “preference” in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R 30,000 will as far as possible be earmarked for EME’s.

TRANSNET consequently urges Respondents (Large enterprises and QSE’s – see below) to have themselves duly accredited by any one of the Accreditation Agencies **approved** by SANAS (South African National Accreditation System, under the auspices of the DTI).

**In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.**

**However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).**

**BBBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.**

Enterprises will be rated by such Accreditation 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
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (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

\_\_\_\_\_  
Respondent’s Signature

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Date and Company Stamp



- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
- Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
  - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
  - EME’s should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / 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 sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

**Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.**

**Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.**

<b>Turnover:</b> Indicate your company's most recent annual turnover:  R.....
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- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

**The DTI has created an online B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

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

\_\_\_\_\_  
Date and Company Stamp



<b>DTI BBBEE UNIQUE PROFILE NUMBER:</b> .....
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Failure to submit your BBBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBBEE evaluation.

**11. 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 this RFQ 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 RFQ to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing date of the RFQ, communicate with the Chairperson of the TRANSNET Freight Rail Acquisition Council, at telephone no. 011 544 9486 or fax no. 011 774 9186 on any matter relating to its RFQ response.

**12. RFQ 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 at a location to be agreed.

**13. INSTRUCTIONS FOR COMPLETING THE RFQ**

- (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 Quotation.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
  - Respondent's latest BBBEE Certificate;
  - Respondent's valid Tax Clearance Certificate.

**14. COMPLIANCE**

The successful Respondent (hereinafter referred to as the "Supplier") shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

**15. ADDITIONAL NOTES:**

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations 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

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

\_\_\_\_\_  
Date and Company Stamp



- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- TRANSNET reserves the right to undertake post-RFQ negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of manufacture (works) during this process.
- All RFQ documents must be complete in full and no correction ink (Tippex) must be used.

**NB: Unless otherwise expressly stated, all Quotations 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 A QUOTATION BEING REJECTED**

**16. DISCLAIMERS**

Respondents are hereby advised that 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. In particular, please note that TRANSNET reserves the right to:

- modify the RFQ's Service(s) and request Respondents to re-bid 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
- award a contract in connection with this Quotation at any time after the RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- 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 preparatory costs or other work performed in connection with this Quotation, whether or not the Respondent is awarded a contract.

**17. LEGAL REVIEW**

Any QUOTATION submitted by a Respondent is subject to review and negotiation of the proposed contract by TRANSNET's Legal Counsel. Respondents to complete this section:

NAME OF RESPONDENT .....
PHYSICAL ADDRESS .....
.....

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

\_\_\_\_\_  
Date and Company Stamp





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

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

"Preview Copy Only"

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

\_\_\_\_\_  
Date and Company Stamp



## SECTION 2

**RFQ NUMBER: ERAC 80B6946 - 8446**

### **RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA FOR A PERIOD OF: 24 MONTHS.**

#### **BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**

**1. SCOPE OF WORK**

**1.2 OGIES**

**Provision of:**

***1 x 3m x 12m Males And Female Rest room.***

***1 x 3m x 12m Locker Room***

***2 x 3 x 15m Mess And Ablution (x 5 Toilets and x 5 Showers)***

**Rest room**

Please refer to attached drawings for specific layouts.

The rest room to be equipped with a split unit Air Conditioner's to suit the floor area (preferably a 12000 BTU air conditioners and its remote controller).

A safety door shall be provided on the Rest room.

The rest room shall be fitted with a number of windows to insure sufficient air circulation.

**Locker Facilities**

Please refer to attached drawings for specific layouts.

No Air Conditioner's to be provided.

Doors and windows to be provided as indicated.

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Respondent's Signature

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Date and Company Stamp



**Ablution and Toilets**

Please refer to attached drawings for specific layouts.

If showers are specified on the drawing a 250l geysers must be installed.

**General**

All water, sewer and electrical installations inside Park Homes to be provided.

All buildings to have steps.

All outside doors to offices to have security gates.

All windows to have blinds and burglar bars.

Please provide walkway between buildings as indicated on site plan.

Building to be placed vertically and horizontally in such a way to allow for walkway dimensions.

All outside doors to have 1m x 1m canopy for weather protection, except those under the walkway roof.

Care to be taken when delivery takes place. Site inspections must be done to determine delivery challenges, i.e. If railway lines with overhead electrical wires might have to be crossed, max vertical clearance = 4.9m, bridges etc.

**Property Management**

Technical:

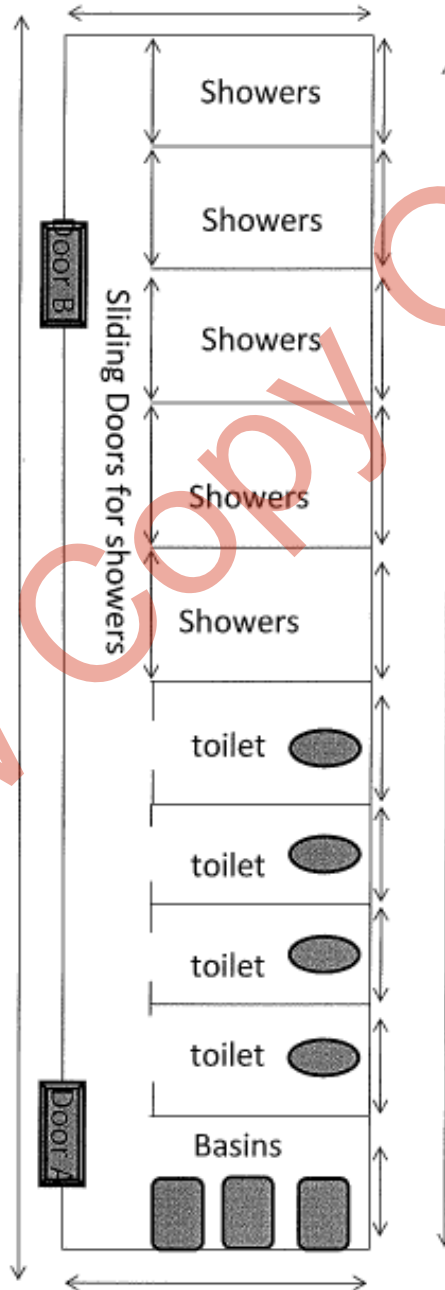
To provide all external water, sewerage and electrical connections and services.

To do all site preparation.

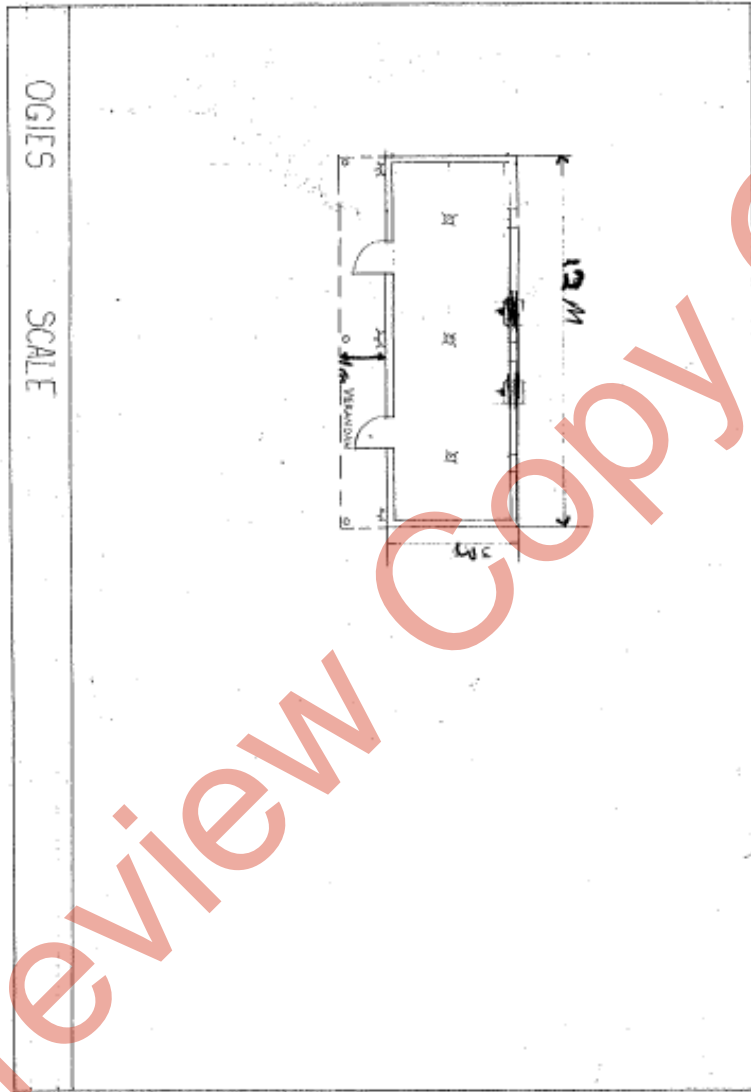
To arrange cleaning and hygiene.



OGIES MESS AND ABLUTION



"Preview Only"





### 1.3 WITBANK STATION

**Provision of:**

- 2 x 3m x 15m Office Accommodation With Kitchen**
- 2 x 3 x 15m Office, Mess And Ablution Combinations**
- 1 x 3 x 15m Boards Room And Mess & Ablution combination**

**Office**

Please refer to attached drawings for specific layouts.

Offices to be equipped with split unit Air conditioner's to suit floor area. No Air conditioner to be provided for Kitchen / Pause area

Each office to have one back door for safety.

Only the board room shall be strictly fitted with a 2 x 12000 BTU air conditioners as indicated on the layout.

Each office to have one back door for safety.

Kitchen to be equipped with sink, cupboard and hydroboil.

Doors and windows to be provided as indicated.

**Locker Facilities**

Please refer to attached drawings for specific layouts.

No AC's to be provided.

Doors and windows to be provided as indicated.

**Ablution and Toilets**

Please refer to attached drawings for specific layouts.

If showers are specified on the drawing a 250l geysers must be installed.



### **General**

All water, sewer and electrical installations inside Park Homes to be provided.

All offices to be fitted with a power skirting on the wall to allow for socket outlets to source office equipment. (At least 4 power outlets per office and a minimum of 8 socket outlets for board rooms.)

All buildings to have steps.

All outside doors to offices to have security gates.

All windows to have blinds and burglar bars.

Please provide walkway between buildings as indicated on site plan.

Building to be placed vertically and horizontally in such a way to allow for walkway dimensions.

All outside doors to have 1m x 1m canopy for weather protection, except those under the walkway roof.

Care to be taken when delivery takes place. Site inspections must be done to determine delivery challenges, i.e. If railway lines with overhead electrical wires might have to be crossed, max vertical clearance = 4.9m, bridges etc.

### **Property Management**

#### Technical:

To provide all external water, sewerage and electrical connections and services.

To do all site preparation.

To arrange cleaning and hygiene.







### 1.3 PHALABORWA

***Provision of:***

***1 x 3 x 12m Office Accommodation***

**Offices**

Please refer to attached drawings for specific layouts.

Offices to be equipped with split unit Air conditioner's to suit floor area.

The park home shall be designed to have x 2 entrance doors and x 1 safety door at the back.

Windows shall be provided on the park home to insure acceptable air circulation in the interior of the Park home.

Socket outlets to be provided inside the park home to allow for the supply of electrical equipments.

**General**

All water, sewer and electrical installations inside Park Homes to be provided.

All buildings to have steps.

All outside doors to offices to have security gates.

All windows to have blinds and burglar bars.

Please provide walkway between buildings as indicated on site plan.

Building to be placed vertically and horizontally in such a way to allow for walkway dimensions.

All outside doors to have 1m x 1m canopy for weather protection, except those under the walkway roof.

Care to be taken when delivery takes place. Site inspections must be done to determine delivery challenges, i.e. If railway lines with overhead electrical wires might have to be crossed, max vertical clearance = 4.9m, bridges etc.

**Property Management**

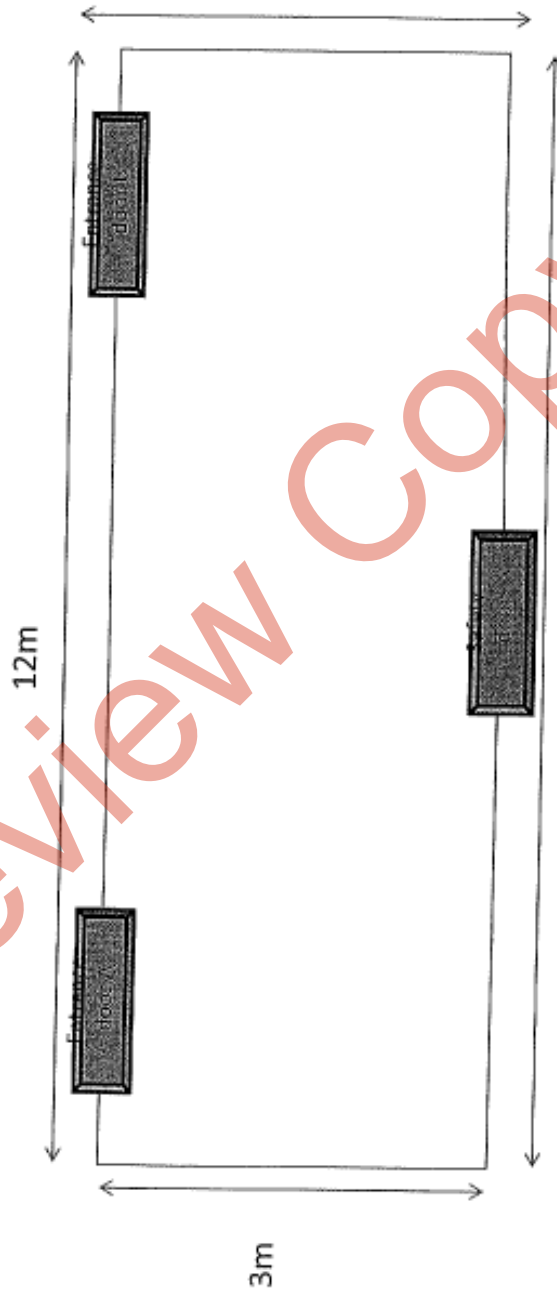
**Technical:**

To provide all external water, sewerage and electrical connections and services.

To do all site preparation.



Phalaborwa Park home Office



mp



**LEASING AGREEMENT**

The Supplier shall enter into a leasing agreement with Transnet Freight Rail for a period of 24 Months.

**3. TENDERING PROCEDURE**

Tenderers shall indicate clause-by-clause compliance with this specification as well as the relevant equipment specifications.

Tenders to be completed in **black ink**.

**4. GENERAL INFORMATION**

The service provider(s) shall be fully responsible to TRANSNET for the acts and omissions of persons directly or indirectly employed by them.

The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFQ.

**5. EXCHANGE AND REMITTANCE**

The attention of the Respondents is specially directed to clause 7 (*Exchange and Remittance*) of the General RFQ Conditions Form CSS5. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its RFQed price(s), is/are to be stipulated hereunder only if Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal/supplier.

(a) ZAR1.00 (South African currency) being equal to ..... (foreign currency).  
 .....% in relation to RFQed price(s) (.....) to be remitted overseas by Transnet.

(b) ..... (Name of country to which payment is to be made)

(c) Beneficiary details :  
 Name (Account holder) .....  
 Bank (Name and branch code).....  
 Swift code .....  
 Country .....

(d) ..... (Applicable date of Exchange Rate used)

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

\_\_\_\_\_  
 Date and Company Stamp



**6. NATIONAL RAILWAY SAFETY REGULATOR ACT**

In compliance with the **National Railway Safety Regulator Act, 16 of 2002**, the successful Respondent (the “Supplier”) shall ensure that the Services to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in this RFP, and shall thereby adhere to railway safety requirements and/or regulations. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organization.

**Accepted:**

YES		NO	
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**7. 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 Supplier in relation to -

(i) quality of the Service(s) provided:

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.....

.....

.....

(ii) continuity of provision of the Service(s) (refer clause 6.9 of Form US7):

.....

.....

.....

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993 (refer clause 8.1(f) of Form US7)

.....

.....

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

\_\_\_\_\_  
 Date and Company Stamp





**9. EVALUATION CRITERIA**

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

**Commercial**

- ◆ Competitive Pricing

**Technical**

- ◆ Conformance Of Specification
- ◆ BBBEE Certificate And Scorecard

**10. DAMAGE TO TRANSNET LIMITED PROPERTY: (REFER TO CLAUSE 14 OF US7 ~ SERVICES)**

The successful respondent shall be liable to make good any damage which may be caused to Transnet Limited Property by their servants or agents whilst upon Transnet Limited premises, whether or not such damage is due to negligence on the part of such servants or agents and the successful respondent shall and hereby do further indemnify Transnet Limited against liability for any loss of or damage to property whether belonging to them, their servants or agents or any third party, or for the death of or injury to any person, which may either directly or indirectly be caused by or arise out of the service.

**11. INDEMNITY CLAUSE:**

Transnet will not be held responsible for any losses and / or injuries suffered by the Contractor while rendering the service, which may result from whatever nature.

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Respondent's Signature

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Date and Company Stamp



### SECTION 3

**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

#### QUOTATION 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 authorized 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 RFQ documents.

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

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services (revised August 2008);

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

\_\_\_\_\_  
Date and Company Stamp



- (ii) General RFQ Conditions, Form CSS5 – Services (revised August 2008); and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

I/We accept that unless TRANSNET should otherwise decide and so inform me/us in the facsimile or letter of acceptance, 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.

Should TRANSNET decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (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 Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the service, within 4 (four) weeks, 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 Quotations afresh and/or having to accept any less favorable Quotation.

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

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFQ. The *domicillium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate *domicillium citandi et executandi* hereunder:

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

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

\_\_\_\_\_  
Date and Company Stamp





**NOTIFICATION OF AWARD OF RFQ**

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

**VALIDITY PERIOD**

TRANSNET desires a validity period of 4 (four) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations 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 RFQ 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 Quotation.

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

**BANKING DETAILS**

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

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

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

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

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

\_\_\_\_\_  
Date and Company Stamp



**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 Quotation is submitted.

- (i) Registration number of company / C.C. ....
- (ii) Registered name of company / C.C. ....
- (iii) Full name(s) of director/member(s)      Address/Addresses      ID Number/s

.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

**REGISTRATION CERTIFICATE**

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

**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 – Services (revised August 2008).

Name	.....
Address	.....
	.....

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

\_\_\_\_\_  
Date and Company Stamp



**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 Service(s), 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	
----	--

If YES, please indicate below:

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

ADDRESS

---

---

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

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date and Company Stamp



or better such price(s) within 30 days - failing which the Contract may be terminated at TRANSNET's discretion or the particular Service(s) purchased outside the contract.

## RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses:

Notice to Bidders – Section 1	√
Background overview – Section 2	√
Quotation Form – Section 3	√
Resolution of Board of Directors (Respondent's Representative) - Section 4	√
Certificate of Acquaintance with RFQ Documents – Section 5	√
Pricing - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Schedule Of Plant and Equipment – Section 9	√
E4B – Minimum Communal Health Requirements – Section 10	√
E4E – Safety arrangements and Procedural Compliance – Section 11	√
Supplier Code Of Conduct – Section 12	√
Non disclosure Agreement Tender Safety clauses and Questionnaire – Section 13	√
Tender Safety clauses and Questionnaire – Section 14	√
Clause To Clause Compliance – Section 15	√
Specification For works on, over, under or adjacent to railways and near high voltage equipment – Section 16	√
Supplier Declaration Forms (SDF) – Section 17	
Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)	√
Certified Copy of identity document of shareholders/directors/members (Where applicable)	√
Certified Copy of share Certificates of Incorporation and CM29/and C/CK2 (if CC)	√
Certified Copy of share certificates of shareholders, CK1	√
A Letter with the company's letterhead confirming physical and postal addresses	√
Valid original or certified SARS Tax Clearance Certificate and VAT certificate	√
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 (ABVA Member BBBEE Accreditation Certificate	√

**NOTE:** Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 as indicated in the footer of each page, must be signed and dated by the Respondent.

By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited will recognize 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.

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

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\_\_\_\_\_  
Date and Company Stamp



SIGNED a \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

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

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

\_\_\_\_\_

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

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

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

\_\_\_\_\_

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

"Preview Copy Only"

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

\_\_\_\_\_  
Date and Company Stamp



**SECTION 4**

**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

**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 authorized to enter into, sign, execute and complete any documents relating to RFQs, Quotations and/or Contracts for the supply of Services.

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

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

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

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



## SECTION 5

**RFQ NUMBER: ERAC 80B6946 - 8446**

### **RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA**

#### **CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

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

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

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ 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 RFQ/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 \_\_\_\_\_ 2010.

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

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



**SECTION 6**  
**RFQ NUMBER: ERAC 80B6946 - 8446**  
**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA**  
**FOR A PERIOD OF: 24 MONTHS.**

**PRICING AND DELIVERY SCHEDULE**

<b>SCHEDULE OF WORK AND PRICES</b>						
	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>RATE YEAR 1</b>	<b>RATE YEAR 2</b>	<b>TOTAL AMOUNT</b>
<b>1.</b>	<b><u>OGIES</u></b>					
<b>(A)</b>	<b><i>3m x 12m Males And Female Rest room.</i></b>					
1.1	Supply And Delivery Of Unit	1	Each			
1.2	Collection Of Unit	1	Each			
1.3	Lease of Unit	24	Months			
1.4	Split Unit Aircon (1)	24	Months			
<b>(B)</b>	<b><i>Locker Room (3 x 12m)</i></b>					
2.1	Supply And Delivery Of Unit	1	Each			
2.2	Collection Of Unit	1	Each			
2.3	Lease of Unit	24	Months			
<b>(C)</b>	<b><i>Mess &amp; Ablution (3 x 12m)</i></b>					
3.1	Supply And Delivery Of Unit	1	Each			
3.2	Collection Of Unit	1	Each			
3.3	Lease of Unit	24	Months			
<b>(D)</b>	<b><i>Mess &amp; Ablution (3 x 12m)</i></b>					

Respondent's Signature

Date and Company Stamp





4.1	Supply And Delivery Of Unit	1	Each		
4.2	Collection Of Unit	1	Each		
4.3	Lease of Unit	24	Months		
<b>2.</b>	<b><u>WITBANK</u></b>				
<b>(E)</b>	<b><i>3m x 15m Office Accommodation With Kitchen</i></b>				
5.1	Supply And Delivery Of Unit	1	Each		
5.2	Collection Of Unit	1	Each		
5.3	Lease of Unit	24	Months		
5.4	Split Unit Aircon (1)	24	Months		
<b>(F)</b>	<b><i>3m x 15m Office Accommodation With Kitchen</i></b>				
6.1	Supply And Delivery Of Unit	1	Each		
6.2	Collection Of Unit	1	Each		
6.3	Lease of Unit	24	Months		
6.4	Split Unit Aircon (1)	24	Months		
<b>(G)</b>	<b><i>3m x 15m Office, Mess And Ablution Combination</i></b>				
7.1	Supply And Delivery Of Unit	1	Each		
7.2	Collection Of Unit	1	Each		
7.3	Lease of Unit	24	Months		
7.4	Split Unit Aircon (1)	24	Months		
<b>(H)</b>	<b><i>3m x 15m Office, Mess And Ablution Combination</i></b>				
8.1	Supply And Delivery Of Unit	1	Each		
8.2	Collection Of Unit	1	Each		

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

\_\_\_\_\_  
 Date and Company Stamp



8.3	Lease of Unit	24	Months		
8.4	Split Unit Aircon (1)	24	Months		
(I)	<b><i>3m x 15m Board room and Mess And Ablution Combinations</i></b>				
9.1	Supply And Delivery Of Unit	1	Each		
9.2	Collection Of Unit	1	Each		
9.3	Lease of Unit	24	Months		
9.4	Split Unit Aircon (1)	24	Months		
	<b><i>PHALABORWA</i></b>				
(J)	<b><i>Locker Room (3 x 12m)</i></b>				
101	Supply And Delivery Of Unit	1	Each		
10.2	Collection Of Unit	1	Each		
10.3	Lease of Unit	24	Months		
10.4	Split Unit Aircon (1)	24	Months		
11.5	Any additional Cost's				
		<b>Gross Total</b>			
<b>NB: PRICE PER UNIT MUST BE COMPLETED. FAILURE TO DO SO MAY DISQUALIFY YOUR TENDER.</b>		<b>VAT (14%)</b>			
		<b>Total Due</b>			

Respondent's Signature

Date and Company Stamp



## **SECTION 7**

**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

### **GENERAL TENDER CONDITIONS - SERVICES**

**Refer Form CSS5 attached hereto.**

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Respondent's Signature

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Date and Company Stamp



## SECTION 8

**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

**STANDARD TERMS AND CONDITIONS OF CONTRACT**  
**FOR THE SUPPLY OF SERVICES TO TRANSNET**

**Refer Form US7 attached hereto.**

**Respondents should note the obligations as set out in  
Clause 19 of the General Tender Conditions (Section 7) which reads as follows:**

*"The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - Services), a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents."*

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Respondent's Signature

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Date and Company Stamp



## SECTION 9

**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

### SCHEDULE OF PLANT

Schedule of major plant and equipment to be used in the execution of this contract in terms of the Contract Conditions and specifications. The respondent must state which plant is immediately available and which will have to be acquired.

(i) **Plant immediately available for work tendered for :**

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(ii) **Plant on order and which will be available for work tendered for :**

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(iii) **Plant to be acquired for the work tendered for :**

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

\_\_\_\_\_  
Date and Company Stamp



## **SECTION 10**

**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
RENTAL**

**FOR A PERIOD OF: 24 MONTHS.**

### **MINIMUM COMMUNAL HEALTH REQUIREMENTS**

**Refer Form E4B attached hereto.**

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Respondent's Signature

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Date and Company Stamp



**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

**SPECIFICATION E4.B**  
(November 1996)

**MINIMUM COMMUNAL HEALTH REQUIREMENTS IN AREAS OUTSIDE THE JURISDICTION OF A LOCAL  
AUTHORITY : TEMPORARY FACILITIES FOR CONTRACTOR'S PERSONNEL**

**1. CAMPS**

- 1.1 Prior to the erection of any camp, the Contractor shall submit to the Technical Officer, for his approval, details of his proposals as to the site, water supply, sanitation, and size and type of buildings. Where the site is on private land, the Contractor shall submit the written approval for the use of the site of the relevant statutory authority and of the owner and occupier of the land (as applicable).
- 1.2 Camps must not be erected on land infested with field rodents.
- 1.3 Adequate drainage shall be provided to carry off storm and waste water.
- 1.4 Buildings shall be built to a neat and orderly pattern.
- 1.5 All buildings shall have smooth, hard, impervious floors, graded to provide effective drainage and to permit washing.
- 1.6 Camps shall be maintained by the Contractor at his own expense in a clean and tidy condition. The Contractor shall take such steps as the Technical Officer and landowner/occupier may demand to prevent the creation of a nuisance.

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Respondent's Signature

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Date and Company Stamp



- 1.7 When so instructed by the Technical Officer, the Contractor shall, at his own expense, erect suitable screens between the camp and any public road, thoroughfare or railway line.
- 1.8 After removal of a camp, the Contractor shall, at his own expense, restore the site to its original condition to the satisfaction of the Technical Officer and of the landowner and occupier where the site is on private land.

## **2. HOUSING**

- 2.1 Every living room shall have cross ventilation, both constant and occasional. Where only one window is provided, it shall not be in the same wall as the door.
- 2.2 Dimensions of living rooms shall be sufficient to allow 3.5 square metres of floor area and 11 cubic metres of air space for each person over the age of 10 years. The floor area of any living room shall not be less than 7,8 square metres.
- 2.3 Flat-roofed quarters shall have a minimum roof height of 3 metres above floor level. For quarters with pitched roofs, the wall height shall be not less than 2,6 metres above the floor with a minimum height above floor of 3 metres at the top of the pitch.
- 2.4 Doors shall not be less than 2m x 0,75m and must be halved.
- 2.5 Windows of each living room shall have an area not less than one twelfth of the floor area and shall be capable of opening to at least half their full area.
- 2.6 In areas where malaria is prevalent, doors and windows must be fitted with gauze screens.
- 2.7 Cooking shelters shall comprise roofed structures, three sides of which shall be enclosed by a weatherproof material, approved by the Technical Officer to a height of at least 1m above ground level.
  - 2.7.1 Sleeping quarters shall not accommodate more than 8 persons per room.
  - 2.7.2 Pegboards shall be carried on metal or concrete supports and shall be separated by partitions not less than 0,4 metres high extending to within 150mm of the end of the bunk. Pegboards shall be removable for cleaning.

## **3. WATER SUPPLY AND ABLUTION FACILITIES**

- 3.1 The Contractor shall ensure that an adequate and conveniently situated supply of potable water is provided.

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Respondent's Signature

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Date and Company Stamp





- 3.2 Separate buildings for ablution facilities shall be provided. Where approval has been obtained for the housing of both males and females, separate facilities for each sex shall be provided. The proportion shall be 1 cubicle for 20 persons.
- 3.3 Waste water shall be hygienically disposed of.

#### 4. **SANITATION**

- 4.1 Separate buildings for latrine facilities shall be provided. Where housing are provided for both males and females, separate facilities for each sex shall be provided. The proportions shall be at least one squatting seat for every 15 persons or less in the case of pit latrines, or one for every 10 persons or less in case of pail latrines.

Latrines shall be fly proof and sited at least 10 metres from any other building, and shall not face on any public road, thoroughfare, railway line or residential property. Pits shall not be less than 2,5 metres deep and sited not less than 120 metres from nearest underground water source.

- 4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.
- 4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.
- 4.4 Labour shall be employed on camp sanitation duties on the following basis:-
- 4.4.1 Where the number of persons living at the camp is 20 or less - one unit.
- 4.4.2 For additional numbers over 20 living at the camp - one unit per 100 or part thereof.
- 4.5 Unless refuse is removed by a competent authority, it shall be disposed of in pits and covered over daily with a layer of earth or ash of sufficient thickness to prevent depredations by rodents and the breeding of flies.
- 4.6 Adequate measures shall be taken against all vermin and insects responsible for the spread of disease. Any instructions of a competent health authority shall be carried out promptly and implicitly.
- 4.7 Buildings and bedboards shall be treated whenever necessary with an approved insecticide.



- 4.8 The Contractor shall permit and facilitate inspection of the camp and structures on the site by the staff of Transnet or any other competent authority, and shall comply with any reasonable request by such staff or any other competent authority to eliminate any unsanitary condition.
- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Technical Officer.
- 4.10 The keeping of animals of any sort is not permitted.
- 4.11 The Contractor shall have on hand at the camp the necessary tools, disinfectants and cleaning materials to maintain and clean the sanitary facilities.

**5. RATIONS**

Rations, where supplied by the Contractor, shall be stored in a suitable and rodent proof building with sufficient shelving.

**P02b-06 (JLH)**

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Respondent's Signature

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Date and Company Stamp



## **SECTION 11**

**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

### **SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE**

**Refer Form E4E attached hereto.**

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Respondent's Signature

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Date and Company Stamp



**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

**TRANSNET LIMITED**

**E.4E Transnet (Jan 2004)**

(Registration no. 1990/000900/06)

**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.

**E.4E Transnet (Jan 2004)**

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Respondent's Signature

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Date and Company Stamp



## 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:-

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Respondent's Signature

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Date and Company Stamp



- (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 as 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 such 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.

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## 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;

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- (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 the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but 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 an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, 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.

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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 both his Health and Safety Plan 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

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applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

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**ANNEXURE 1**

**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: \_\_\_\_\_

\_\_\_\_\_  
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- 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.**



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**ANNEXURE 2**

**(COMPANY LETTER HEAD)**

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

**SECTION/REGULATION:** \_\_\_\_\_

**REQUIRED COMPETENCY:** \_\_\_\_\_

In \_\_\_\_\_ terms \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_,

representing the Employer) do hereby appoint \_\_\_\_\_

As the Competent Person on the premises  
at \_\_\_\_\_

(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows :-

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

**Date :** \_\_\_\_\_

**Signature :-** \_\_\_\_\_

**Designation :-** \_\_\_\_\_

\_\_\_\_\_



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**ACCEPTANCE OF DESIGNATION**

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

**Date :** \_\_\_\_\_

**Signature :-** \_\_\_\_\_

**Designation :-** \_\_\_\_\_

"Preview Copy Only"



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**ANNEXURE 3**

**(COMPANY LETTER HEAD)**

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

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 :** \_\_\_\_\_



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**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.

**Signed :** \_\_\_\_\_ **Date :** \_\_\_\_\_  
**TECHNICAL OFFICER**

**ACKNOWLEDGEMENT OF RECEIPT**

**Name** \_\_\_\_\_ **of** \_\_\_\_\_ **I,**  
**Contractor/Builder :-** \_\_\_\_\_  
\_\_\_\_\_ **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 :** \_\_\_\_\_

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

\_\_\_\_\_  
Date and Company Stamp





## SECTION 12

**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

**Suppliers Code Of Conduct**

**Refer to Annexure attached hereto.**

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Respondent's Signature

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Date and Company Stamp



## SECTION 13

**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

**Non-Disclosure Agreement ("NDA")**

**Complete and sign NDA attached hereto**

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Respondent's Signature

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Date and Company Stamp



**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

**NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is made at ..... on the ..... day of ..... 2009

**BETWEEN:**

**Transnet Limited** ("Transnet") (Registration No. 1990/000900/06)

whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,  
Gauteng, Republic of South Africa

and

\_\_\_\_\_

whose registered office is at \_\_\_\_\_

\_\_\_\_\_

Transnet and the Company wish to exchange Information (as defined below) and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Proposal.

**IT IS HEREBY AGREED**

**1. Interpretation**

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

\_\_\_\_\_  
Date and Company Stamp



In this Agreement:-

**“Agents”** means directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

**“Confidential Information”** means any information or other data relating to one party (the “Disclosing Party”) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Proposal to the other party (the “Receiving Party”) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:-

- (a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or
- (b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
- (c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

**“Group”** means any subsidiary, any holding company and any subsidiary of any holding company of either party;

**“Information”** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium; and

**“Proposal”** means the aggregation of Transnet’s Request for Information (RFI) and Request for Proposal (RFP).

## 2. Confidential Information

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Respondent’s Signature

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- 2.1 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.
- 2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:
- (a) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
  - (b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 (ii) above, it shall promptly notify the Disclosing Party and co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights, over the Confidential Information whatsoever beyond those contained in this Agreement.

### 3. Records and return of Information

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Respondent's Signature

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Date and Company Stamp



- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:
  - (a) Return all written Confidential Information (including all copies); and
  - (b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Receiving Party or on its behalf (including by any person

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (b) above.

- 3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (b) above.

#### 4. Announcements

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

#### 5. Duration

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Proposal and continue thereafter for a period of 5 (five) years.

#### 6. Principal

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Respondent's Signature

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Date and Company Stamp



Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Proposal and in complying with the terms of this Agreement.

## 7. Adequacy of damages

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by it, either at law or in equity, for any such threatened or actual breach of this Agreement including specific performance, recovery of damages or otherwise.

## 8. Privacy and Data Protection

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with this Proposal and shall procure that its personnel shall observe the provisions of such Act (as applicable) or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Proposal and against accidental loss or destruction of, or damage to such data held or processed by them.

## 9. General

- 9.1 Neither party may assign the benefit of this Agreement or any interest hereunder except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

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Respondent's Signature

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Date and Company Stamp



- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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Respondent's Signature

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Date and Company Stamp





**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorised representatives.

For and on behalf of <b>TRANSNET LIMITED</b> duly authorised thereto	For and on behalf of _____ duly authorised thereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:

<b>AS WITNESS:</b> Name:	<b>AS WITNESS:</b> Name:
Signature:	Signature:
Date:	Date:

<b>AS WITNESS:</b> Name:	<b>AS WITNESS:</b> Name:
Signature:	Signature:
Date:	Date:

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

\_\_\_\_\_  
Date and Company Stamp



## **SECTION 14**

**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

**Tender Safety clauses and Questionnaire**

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Respondent's Signature

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Date and Company Stamp



**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

**TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS**

**CONTRACTUAL 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 Limited 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, analyse 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:
  - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
  - 6.2 The safe working methods and procedures to be implemented to ensure work is performed in compliance to the Act.
  - 6.3 The safety equipment, devices and clothing to be made available by the contractor to his 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 Limited on matters pertaining to occupational health and safety.

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

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\_\_\_\_\_  
Date and Company Stamp



- 9) The appointed Safety Co-ordinator must liaise at least once a week with the\* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet Limited.
- 10) The contractor shall furnish the\* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet Limited 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 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.
- 14) The Fall Protection Plan shall include:
  - 14.1 A risk assessment of all work carried out from an elevated position
  - 14.2 Procedures and methods to address all the identified risks per location
  - 14.3 Evaluation of employees physical and psychological fitness necessary to work at elevated position.
  - 14.4 The training of employees working from an elevated position.
  - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The contractor shall advise the \* Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet Limited of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 16) Copies of all appointments required by the act must be given to \* Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet Limited.
- 17) 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 and his subcontractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the contractor and his subcontractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd 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 Ltd premises.
- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.
- 20) Contractor to ensure its employees undergo medical surveillance as required by legislation
- 21) Contractor will be required to provide monthly safety performance reports and statistics

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Respondent's Signature

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Date and Company Stamp



- 22) 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.
- 23) All clauses in the contract pertaining health and safety forms an integral part of the contract and if not complied with may be construed as breach of contract.

\*As applicable

**Tenderer OH & S Management System Questionnaire**

This questionnaire forms part of TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's OH&S management system. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. **TFR will verify accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
<b>Tenderer OH&amp;S Management System Questionnaire</b>	<b>Yes</b>	<b>No</b>
<b>1. OH&amp;S Policy and Management</b>		
- <b>Is there a written company health and safety policy?</b> - If yes provide a copy of the policy		
- <b>Does the company have an OH&amp;S Management system e.g NOSA, OHSAS, IRCA System etc</b> - If yes provide details		
- <b>Is there a company OH&amp;S Management System, procedures manual or plan?</b> - If yes provide a copy of the content page(s)		
- <b>Are health and safety responsibilities clearly identified for all</b>		

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

\_\_\_\_\_  
Date and Company Stamp



<b>levels of Management and employees?</b>		
- If yes provide details		
<b>2. Safe Work Practices and Procedures</b>		
<b>- Are safe operating procedures or specific safety instructions relevant to its operations available?</b>		
- If yes provide a summary listing of procedures or instructions		
<b>- Is there a register of injury document?</b> If yes provide a copy		
<b>- Are Risk Assessments conducted and appropriate techniques used?</b>		
- If yes provide details		
<b>3. OH&amp;S Training</b>		
<b>Describe briefly how health and safety training is conducted in your company:</b>		
<b>- Is a record maintained of all training and induction programs undertaken for employees in your company?</b>		
- If yes provide examples of safety training records		
<b>4. Health and Safety Workplace Inspection</b>		
<b>- Are regular health and safety inspections at worksites undertaken?</b>		
-If yes provide details		
<b>- Is there a procedure by which employees can report hazards at workplaces?</b>		
- If yes provide details		
<b>5. Health and Safety Consultation</b>		

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 Respondent's Signature

\_\_\_\_\_  
 Date and Company Stamp



- Is there a workplace health and safety committee?		
- Are employees involved in decision making over OH&S matters?		
- If yes provide details		
- Are there employee elected health and safety representatives?		
- Comments		
<b>6. OH&amp;S Performance Monitoring</b>		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?		
- If yes provide details		
- Are employees regularly provided with information on company health and safety performance?		
- If yes provide details		
Is company registered with workmen's compensation and up to date?		
- If yes provide proof of letter of good standing		
- Has the company ever been convicted of an occupational health and safety offence?		
- If yes provide details		

**Safety Performance Report**

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

\_\_\_\_\_  
 Date and Company Stamp



**Monthly DIFR for previous months**

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

**DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period**

=====  
 Signed  
 (Tenderer)

"Preview Copy Only"

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

\_\_\_\_\_  
 Date and Company Stamp





## SECTION 15

**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA**

**FOR A PERIOD OF: 24 MONTHS.**

**Clause To Clause Compliance**

**(Very Important)**

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Respondent's Signature

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Date and Company Stamp



**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES AND WITBANK  
 FOR A PERIOD OF: 24 MONTHS.**

DESCRIPTION	COMPLY	DON'T COMPLY	COMMENTS
<p><b>1.2 OGIES</b></p> <p><i>Provision of:</i></p> <p><b>1 x 3m x 12m Males And Female Rest room.</b>  <b>1 x 3m x 12m Locker Room</b>  <b>2 x 3 x 15m Mess And Ablution (x 5 Toilets and x 5 Showers)</b></p> <p><b>Rest room</b></p> <p>Please refer to attached drawings for specific layouts.</p> <p>The rest room to be equipped with a split unit Air Conditioner's to suit the floor area (preferably a 12000 BTU air conditioners and its remote controller).</p> <p>A safety door shall be provided on the Rest room.</p> <p>The rest room shall be fitted with a number of windows to insure sufficient air circulation.</p> <p><b>Locker Facilities</b></p> <p>Please refer to attached drawings for specific layouts.</p> <p>No Air Conditioner's to be provided.</p> <p>Doors and windows to be provided as indicated.</p>			

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

\_\_\_\_\_  
 Date and Company Stamp



<p><b>Ablution and Toilets</b></p> <p>Please refer to attached drawings for specific layouts.</p> <p>If showers are specified on the drawing a 250l geysers must be installed.</p> <p><b>General</b></p> <p>All water, sewer and electrical installations inside Park Homes to be provided.</p> <p>All buildings to have steps.</p> <p>All outside doors to offices to have security gates.</p> <p>All windows to have blinds and burglar bars.</p> <p>Please provide walkway between buildings as indicated on site plan.</p> <p>Building to be placed vertically and horizontally in such a way to allow for walkway dimensions.</p> <p>All outside doors to have 1m x 1m canopy for weather protection, except those under the walkway roof.</p> <p>Care to be taken when delivery takes place. Site inspections must be done to determine delivery challenges, i.e. If railway lines with overhead electrical wires might have to be crossed, max vertical clearance = 4.9m, bridges etc.</p> <p><b>Property Management</b></p> <p><u>Technical:</u></p> <p>To provide all external water, sewerage and electrical connections and services.</p> <p>To do all site preparation.</p>			
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\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date and Company Stamp



<p>To arrange cleaning and hygiene.</p>			
<p><b>1.3 WITBANK STATION</b></p> <p><b>Provision of:</b></p> <p><b>2 x 3m x 15m Office Accomodation With Kitchen</b>  <b>2 x 3 x 15m Office, Mess And Ablution Combinations</b>  <b>1 x 3 x 15m Boards Room And Mess &amp; Ablution combination</b></p> <p><b>Office</b></p> <p>Please refer to attached drawings for specific layouts.</p> <p>Offices to be equipped with split unit Air conditioner's to suit floor area. No Air conditioner to be provided for Kitchen / Pause area</p> <p>Each office to have one back door for safety.</p> <p>Only the board room shall be strictly fitted with a 2 x 12000 BTU air conditioners as indicated on the layout.</p> <p>Each office to have one back door for safety.</p> <p>Kitchen to be equipped with sink, cupboard and hydroboil.</p> <p>Doors and windows to be provided as indicated.</p> <p><b>Locker Facilities</b></p> <p>Please refer to attached drawings for specific layouts.</p> <p>No AC's to be provided.</p> <p>Doors and windows to be provided as indicated.</p>			

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

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 Date and Company Stamp



**Ablution and Toilets**

Please refer to attached drawings for specific layouts.

If showers are specified on the drawing a 250l geysers must be installed.

**General**

All water, sewer and electrical installations inside Park Homes to be provided.  
All offices to be fitted with a power scating on the wall to allow for socket outlets to source office equipment. (At least 4 power outlets per office and a minimum of 8 socket outlets for board rooms.)

All buildings to have steps.

All outside doors to offices to have security gates.

All windows to have blinds and burglar bars.

Please provide walkway between buildings as indicated on site plan.

Building to be placed vertically and horizontally in such a way to allow for walkway dimensions.

All outside doors to have 1m x 1m canopy for weather protection, except those under the walkway roof.

Care to be taken when delivery takes place. Site inspections must be done to determine delivery challenges, i.e. If railway lines with overhead electrical wires might have to be crossed, max vertical clearance = 4.9m, bridges etc.

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Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



<p><b>Property Management</b></p> <p><u>Technical:</u></p> <p>To provide all external water, sewerage and electrical connections and services.</p> <p>To do all site preparation.</p> <p>To arrange cleaning and hygiene.</p> <p><b>1.3 PHALABORWA</b></p> <p><b>Provision of:</b></p> <p><b>1 x 3 x 12m Office Accommodation</b></p> <p><b>Offices</b></p> <p>Please refer to attached drawings for specific layouts.</p> <p>Offices to be equipped with split unit Air conditioner's to suit floor area.</p> <p>The park home shall be designed to have x 2 entrance doors and x 1 safety door at the back.</p> <p>Windows shall be provided on the park home to insure acceptable air circulation in the interior of the Park home.</p> <p>Socket outlets to be provided inside the park home to allow for the supply of electrical equipments.</p> <p><b>General</b></p> <p>All water, sewer and electrical installations inside Park Homes to be provided.</p> <p>All buildings to have steps.</p> <p>All outside doors to offices to have security gates.</p> <p>All windows to have blinds and burglar bars.</p> <p>Please provide walkway between buildings as indicated</p>	
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\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date and Company Stamp



<p>on site plan.</p> <p>Building to be placed vertically and horizontally in such a way to allow for walkway dimensions.</p> <p>All outside doors to have 1m x 1m canopy for weather protection, except those under the walkway roof.</p> <p>Care to be taken when delivery takes place. Site inspections must be done to determine delivery challenges, i.e. If railway lines with overhead electrical wires might have to be crossed, max vertical clearance = 4.9m, bridges etc.</p> <p><b>Property Management</b></p> <p><u>Technical:</u></p> <p>To provide all external water, sewerage and electrical connections and services.</p> <p>To do all site preparation.</p> <p>To arrange cleaning and hygiene.</p>			
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"Preview Copy Only"

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 Respondent's Signature

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 Date and Company Stamp



## **SECTION 16**

**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA**

**FOR A PERIOD OF: 24 MONTHS.**

**Specification For Works On, Over, Under Or Adjacent To Railway Lines  
And Near High Voltage Equipment. (E7)**

**Refer Form E7 attached hereto.**

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Respondent's Signature

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Date and Company Stamp





## SECTION 17

**RFQ NUMBER: ERAC 80B6946 - 8446**

**RENTAL OF PARK HOME'S AT OGIES, WITBANK AND PHALABORWA  
FOR A PERIOD OF: 24 MONTHS.**

**SDF (SUPPLIER DECLARATION FORMS)**

**Complete and sign NDA attached hereto**

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Respondent's Signature

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Date and Company Stamp



## 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 Qualifying 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 any invoices 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.

Respondent's Signature

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Date and Company Stamp



- 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 *[please substitute this with your relevant Transnet department before sending this document out]*

*Preview Copy Only*

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Respondent's Signature

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Date and Company Stamp



## 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		Public		Private			
Does Your Company Have A Tax Directive Or IRP30 Certificate		Yes		No			
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
<b>BEE Ownership Details</b>							
% Black Ownership		% Black women ownership		% Disabled person/s 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		Permanent		Part time			
Transnet Contact Person							
Contact number							
Transnet operating division							
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>							
Name				Designation			
Signature				Date			

Respondent's Signature

Date and Company Stamp



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.

## 2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(\* - Minimum requirements)

2.1	Indicate the business sector in which your company is involved/operating:		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

2.2	What is your company's annual turnover (excluding VAT)? *									
	<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3	Where are your operating/distribution centres situated *	

Respondent's Signature

Date and Company Stamp



**3. VENDOR OWNERSHIP DETAIL**

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

<b>3.1</b>	<b>Did the firm previously operate under another name? *</b>		
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

<b>3.2</b>	<b>If Yes state its previous name:*</b>		
Registered Name	<input type="text"/>		
Trading Name	<input type="text"/>		

<b>3.3</b>	<b>Who were its previous owners / partners / directors?*</b>		
SURNAME & INITIALS		ID NUMBERS	
<input type="text"/>		<input type="text"/>	
<input type="text"/>		<input type="text"/>	
<input type="text"/>		<input type="text"/>	
<input type="text"/>		<input type="text"/>	

<b>3.4</b>	<b>List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *</b>							
SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS- ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING
<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"/>	<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"/>

<b>3.5</b>	<b>List details of current directors, officers, chairman, secretary etc. of the firm: *</b>						
SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS- ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER	
<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"/>	<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"/>	

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 Respondent's Signature

\_\_\_\_\_  
 Date and Company Stamp



3.6 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

**4. VENDOR DETAIL**

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

4.1 How many personnel does the firm employ? *						
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.1.1 In terms of above kindly provide numbers on women and disabled personnel? *						
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2 Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *			
SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1 Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?			
YES		NO	

4.2.2 Is your company a recipient of Enterprise Development Contributions?*			
YES		NO	

4.2.3 May the above mentioned information be shared and included in Transnet Supplier Database for future reference? *			
YES		NO	

Respondent's Signature

Date and Company Stamp



<b>4.2.4</b>	<b>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? *</b>		
YES		NO	

<b>4.2.5</b>	<b>If yes (above) kindly provide the following information:</b>					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
Permanent						
Part Time						

<b>4.2.6</b>	<b>In terms of above kindly provide numbers on woman and disabled personnel:</b>					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
Women						
Disabled						

<b>4.2.7</b>	<b>Are any of your members/shareholders/directors ex employees of Transnet?</b>		
YES		NO	

<b>4.2.8</b>	<b>Are any of your family members employees of Transnet?</b>		
YES		NO	

<b>4.2.9</b>	<b>If Yes to points 4.2.7 &amp; 4.2.8, list details of employees/ex-employees</b>				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

Respondent's Signature

Date and Company Stamp





**Internal Transnet Departmental Questionnaire (for office use only)**

**Section 1: To be completed by the Transnet Requesting / Sourcing Department**

TFR		TRE		TPT		TPL		TNPA		TRN	
Creat		Amen		Block		Unblock		Once-Off / Emergency			
Extend		Delet		Undel							

Supplier's trading name											
Supplier's registered											
Please indicate if the Supplier has a contract with sourcing Transnet OD								Yes		No	
If yes please submit a copy of the letter of award											

**a) What is being procured from the supplier?**

i. Products only	Yes		No	
ii. Services only	Yes		No	
iii. Labour only	Yes		No	
iv. Mix of services and	Yes		No	
v. Mix of services and labour	Yes		No	

b) If your answer is **YES** to questions II, III, IV or V in paragraph **a)** above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
-----	--	----	--

c) If your reply to (b) is **"NO"**, please furnish

**d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :**

*I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS **IN ALL RESPECTS** BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER*

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	

<b>Tel No:</b>		<b>Fax</b>	
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Respondent's Signature

Date and Company Stamp



Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of											
NARROW BASED (NB)				BROADBASED (BBBEE)							
BEE O/S	BWBE	DPBE	MR	CONTR. LEVEL	EME: <R5m	QSE: >R5m <R35m		LARGE: >R35m	VALIDITY DATE		
Name		Grade		Date				Signature			
				Y	Y	Y	Y	M	M	D	D
				Y	Y	Y	Y	M	M	D	D

"Preview Copy Only"

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 Respondent's Signature

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 Date and Company Stamp