

**TRANSNET FREIGHT RAIL - UITENHAGE
REQUEST FOR QUOTATIONS**



RFQ NUMBER : PTH/51979

Transnet freight rail a Division of Transnet SOC Ltd. (Reg. No. 1990/000900/30) invites all interested parties to respond to a request for quotation (RFQ) as indicated below:

All tenders should be submitted on the appropriate tender forms in a sealed envelope. The envelope must indicate the RFQ number and closing date and should be deposited in the tender box before 10h00 on the closing date of the tender/s.

If delivered by hand, the Tender submissions must be addressed to The Regional Transnet freight rail Supply Chain Services Building, 1st Floor Passage, Stow Road, Uitenhage during office hours only or if delivered by post to The Regional Transnet freight rail Supply Chain Services, Po Box 95, Uitenhage, 6230.

RFQ documents may be obtained from 10-Sep-12 at the ASO Office, Room 105, 1st Floor, Stow Road, Uitenhage or at the tender briefing with prior arrangements. **(NO CHARGE)**

Safety on site • Reflective Jackets and Safety shoes to be worn when visiting the site. Without the safety clothing and depending on the environment you will be entering, respondents won't be allowed at the various sites if safety apparel is required.

(Tenders can be viewed on the website; <http://www.transnetfreightrail.co.za/Website/tenders.html>)

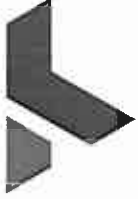
For enquiries regarding collection of documents, contact Ronelle Blom, telephone No. 041 994-2045. Fax; 041 994 2024

NB Office hours weekdays 7:30- 12:45 and 13:30-16:00

RFQ NUMBER	PTH/ 51979
SCOPE OF WORK	ROUTINE MAINTENANCE (2 MONTHLY)AND EMERGENCY REPAIRS TO 5 X SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTILL THE TOTAL PAYMENT HAS REACHED R150 000.00 (VAT EXCLUDED) WHICHEVER OCCURS FIRST
BRIEFING DATE	14-Sep-12
TIME /PLACE	10:00 IN PROPERTY TECHNICAL BUILDING ,BOARD ROOM (PE HARBOUR) TENDERERS WITHOUT SAFETY SHOES, REFLECTOR VEST AND HARD HAT WILL NOT BE ALLOWED TO VISIT THE SITE
CLOSING DATE	18-Sep-12
CLOSING TIME	10:00
For enquiries contact:	Ronelle: Tel 041 994 2045
NB: TENDERBRIEFING AND SITEMEETING COMPULSORY	

Transnet Freight Rail urges Clients & Suppliers to report fraud/corruption at Transnet to
TIPOFFS ANONYMOUS: 0800 003 056
Transnet SOC Ltd. - An Authorised Financial Service Provider – FSP 18828

TRANSNET



SOC LIMITED
(REGISTRATION NO.1990/000900/30)
Trading as

Transnet freight rail

RFQ (Request for quote) PTH 51979

ROUTINE MAINTENANCE (2 MONTHLY)AND EMERGENCY REPAIRS TO 5 X SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTILL THE TOTAL PAYMENT HAS REACHED R150 000.00 (VAT EXCLUDED) WHICHEVER OCCURS FIRST ,

For enquiries regarding collection of documents (or arrangements to collect it at the tenderbriefing), contact Ronelle Blom telephone No. 041 994 2045 (Fax 041 994 2024).Office Hours Monday –Friday 7:30 –12:45 and 13:30-16:00

**COMPULSORY TENDER
BRIEFING AND
SITE MEETING**

: 14-Sep-12

TIME

**: 10:00 IN PROPERTY TECHNICAL BUILDING
BOARD ROOM (PE HARBOUR) TENDERERS
WITHOUT SAFETY SHOES, REFLECTOR
VEST AND HARD HAT WILL NOT BE
ALLOWED TO VISIT THE SITE**

CLOSING DATE / TIME: 18-Sep-12 @ 10:00

TENDER BOX:

**Transnet freight rail
Regional SCS office,
Transnet Freight Rail Building,
Tender Box
Stow road,
Uitenhage.**

COMMERCIAL (SCS): Dixie Diedericks 041 994 2033 Fax 041 994 2024

Up to the closing date :e' mail : dixie.diedericks@transnet.net

After closing date : Ronelle Blom 041 994 2045

: e'mail: ronelle.blom@transnet.net

FRAUD HOTLINE : TEL 0800 003 056

Date issued : 07 Sep. 12PROPERTY REF : PES 6735 :



TRANSNET FREIGHT RAIL
an Operating Division of
TRANSNET SOC LIMITED
(Registration No. 1990/000900/30)

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER PTH51979

ROUTINE MAINTENANCE (2 MONTHLY)AND EMERGENCY REPAIRS TO 5 X SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTILL THE TOTAL PAYMENT HAS REACHED R150 000.00 (VAT EXCLUDED) WHICHEVER OCCURS FIRST ::

ISSUE DATE	: 7-Sep-12
CLOSING DATE	: 18-Sep-12
CLOSING TIME	:10h00

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

Respondent's Signature

Date and Company Stamp



RFQ NUMBER : PTH 51979

Section	Pages to be completed
1. Notice to Bidders Broad-based Black Economic-Empowerment (5,6)	6 ,8
2. Background Evaluation Criteria(12) Declaration Form Important Notice (Complaints) (17) Index (18) General and Special conditions (19-23) Specification (23a-d)	10,11 13,14,15,16
3. Quotation Form <u>Returnable documents (29)</u>	24,25,26,27,28
4. Resolution of Board of Directors (Respondent's Representative)	30
5. Certificate of Acquaintance with RFQ Documents	31
6. Service Fees and Costs / Rates Tax Declaration (34-38)	33
7. General Tender Conditions (CSS5 – Services)(39 Attached)	
8. Standard Terms and Conditions of Contract (US7 - Services)(attached)	
9. Certificate of Attendance Must be signed at tender briefing	41
10. Non-Disclosure Agreement (42 only when contract is awarded)	
11. Safety Arrangements (43-53) when contract is awarded	
12. Attached General Tender conditions CSS5(10 pages)Standard terms and conditions US7 (27Pages) Suppliers code of conduct , E7/1	54
NB: ALL PAGES TO BE SIGNED UP TO PAGE 54 (BOTTOM LEFT) FIRMS	
<u>STAMP/NAME (BOTTOM RIGHT)</u>	



SECTION 1

RFQ NUMBER : PTH51979

FOR: ROUTINE MAINTENANCE (2 MONTHLY)AND EMERGENCY REPAIRS TO 5 X SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTILL THE TOTAL PAYMENT HAS REACHED R150 000.00 (VAT EXCLUDED) WHICHEVER OCCURS FIRST, ,

NOTICE TO TENDERERS

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

On or 10-Sep-12after the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail (R.Blom), Room 105, 1st Floor, SCS Building, Stow Road, Uitenhage or with prior arrangements (up to the date prior to the tender briefing) with R.Blom tel 041 994 2045 the documents can be collected at site

RFQ documents will only be available until 15: 30 Prior the date of the tenderbriefing .

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

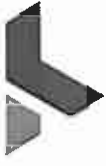
Any additional information or clarification will be faxed or emailed to all potential Respondents, if necessary.

- 2 A compulsory pre-Quotation site meeting and/or briefing session will be conducted at site on the 14-Sep-12, at 10:00 IN PROPERTY TECHNICAL BUILDING ,BOARD ROOM (PE HARBOUR) TENDERERS WITHOUT SAFETY SHOES, REFLECTOR VEST AND HARD HAT WILL NOT BE ALLOWED TO VISIT THE SITE for a period of ± 40 min.. (Respondent to provide own transportation and accommodation).

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

Respondents without a valid RFQ document or (made arrangements) in their possession will not be allowed to attend the site meeting and/or briefing session.

The briefing session will start punctually at 10:00 IN PROPERTY TECHNICAL BUILDING ,BOARD ROOM (PE HARBOUR) TENDERERS WITHOUT SAFETY SHOES, REFLECTOR VEST AND HARD HAT WILL NOT BE ALLOWED TO VISIT THE SITE and information will not be repeated for the benefit of Respondents arriving late For specific queries before the closing of the RFQ, the following Transnet employee(s) may be contacted:



Name : D.Diedericks
Division : Transnet Freight Rail, SCS
Tel: : 041 994 2033 Fax 041 994 2024
E'mail : Dixie.Diedericks@transnet .net

Quotations must reach Transnet Freight Rail (address as indicated) before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No : PTH 51979

Description : ROUTINE MAINTENANCE (2 MONTHLY)AND EMERGENCY REPAIRS TO 5 X SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTILL THE TOTAL PAYMENT HAS REACHED R150.000.00 (VAT EXCLUDED) WHICH EVER OCCURS FIRST
Closing date and time : 18-Sep-12 at 10h00
Closing address (refer options paragraph 4 below)

4. DELIVERY INSTRUCTIONS FOR THIS RFQ

- 4.1 **If posted**, the envelope must be addressed to Transnet Freight Rail, P.O.Box 95 Uitenhage 6230 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.
- 4.2 **If delivered by hand or by courier**, the envelope is to be deposited in the TRANSNET tender box which is located at the address below and should be addressed as follows:

TRANSNET FREIGHT RAIL
SCS BUILDING
1 st Floor (passage)
Tenderbox
STOW ROAD
UITENHAGE
6229

The measurements of the "tender slot" are 370 mm wide x 45 mm 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 45 mm thick) must be split into two or more files, and placed in separate envelopes.

It should also be noted that the above tender box is only accessible **weeks days** from 7:30 to 12:45 and 13:30 to 16:00

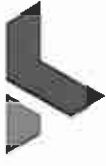
- 4.3 **If posted**, the envelope must be addressed as follows .

TRANSNET FREIGHT RAIL
P.O.Box 95
UITENHAGE
6229

- 5. Please note that this RFQ closes punctually at 10:00 on Tuesday 18-Sep-12.



6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
7. **NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.**
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. service fees, deliverables, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. 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.
11. 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 Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**
Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.
Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. Transnet will accordingly allow "preference" points to companies who provide a B-BBEE Accreditation Certificate. All procurement transactions will be evaluated accordingly.
Consequently, when Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it urges Respondents [*Large Enterprises and QSE's - see below*] to have themselves accredited in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. As from 1 October 2011 valid B-BBEE Accreditation Certificates must be issued by



Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
Registered auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

A Verification Certificate issued must reflect the weighted points attained by the measured entity for each element of the scorecard as well as the overall B-BBEE rating.

5.1 B-BBEE Rating
Enterprises will be rated by Verification Agencies or registered auditors based on the following:

Large Enterprises [i.e. annual turnover greater than R35 million]:
• Rating level based on all seven elements of the B-BBEE scorecard
Qualifying Small Enterprises - QSE [i.e. annual turnover between R5 million and R35 million]:

- Rating based on any four of the elements of the B-BBEE scorecard
- Exempted Micro Enterprises - EME [i.e. annual turnover less than R5 million]:
 - EMEs are exempted from B-BBEE accreditation
 - Automatic rating of Level 4-B-BBEE irrespective of race or ownership
 - Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as Level 3 B-BBEE
 - EME's should provide documentary proof of annual turnover [i.e. annual financials signed off by an accounting officer] plus proof of Black ownership if Black ownership is greater than 50% and/or Black Women ownership is greater than 50%

Respondents will be required to furnish proof of the above to Transnet. [i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs].
N.B. Failure to do so will result in a score of zero being allocated for B-BBEE.

Turnover: Kindly indicate your entity's annual turnover for the past year:
R

All Respondents must complete and return the B-BBEE Preference Points Claim Form attached hereto as Annexure A.

Joint Ventures and Subcontractors

In addition to the above, Respondents who wish to enter into a Joint Venture with, or subcontract portions of the contract to, B-BBEE entities must state in their RFPs, the percentage of the total contract value that will be allocated to such B-BBEE entities, should they be successful in being awarded any business. A rating certificate in respect of such B-BBEE JV-partners and/or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto as Annexure A.

Please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an

Respondent's Signature

Date and Company Stamp



entity that does not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

B-BBEE Registration

In addition to the accreditation certificate, Transnet recommends that Respondents register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's [DTI] National B-BBEE IT Portal and Opportunities Network and provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.

Transnet would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>

12 COMMUNICATION

Respondents are warned that a response will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of 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 clause 2 above, RFQ SCHEDULE

After the closing date Ronelle Blom tel 041 994 2045 may be contacted.

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 documents (sign and date the bottom of each page). This set will serve as the legal and binding copy .
- (ii) Documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
 - Respondent's valid Tax Clearance Certificate.
 - Worksmans Compensation

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-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of work during this process.

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 AFOREMENTIONED 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 Services 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.

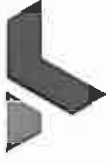
17 LEGAL REVIEW

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 PTH51979

PROVISION OF ROUTINE MAINTENANCE (2 MONTHLY)AND EMERGENCY REPAIRS TO 5 X SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTILL THE TOTAL PAYMENT HAS REACHED R150 000.00 (VAT EXCLUDED) WHICHEVER OCCURS FIRST

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND

ROUTINE MAINTENANCE (2 MONTHLY)AND EMERGENCY REPAIRS TO 5 X SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTILL THE TOTAL PAYMENT HAS REACHED R150 000.00 (VAT EXCLUDED) WHICHEVER OCCURS FIRST

2. EXECUTIVE OVERVIEW

- Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.

3. 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 RFQ, 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 organisation.

Accepted:

YES	
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NO	
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4. SERVICE LEVELS

- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days' notice to the Supplier.

Accepted:

10

Respondent's Signature _____

Date and Company Stamp



YES	NO
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5. 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:

.....

.....

.....

.....

(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)

.....

.....

.....

(iv) compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 16 above)

.....

.....

.....

6. REFERENCES

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

Name of Company	Contact Person	Telephone number

Respondent's Signature _____

Date and Company Stamp



7.

EVALUATION CRITERIA

Transnet will utilise the following criteria (not necessarily in this order) in choosing a Supplier, if so required: (90:10) 90 Financial : 10 BBBEE

Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet's business

- Compliance - Completeness of your responses and content of the Quotation will be considered
- BBBEE status of company

"DRY VIEW COPY ONLY"

Respondent's Signature

Date and Company Stamp



RFQ DECLARATION FORM

RFQ FOR : (PTH51979)

ROUTINE MAINTENANCE (2 MONTHLY)AND EMERGENCY REPAIRS TO 5 X SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTILL THE TOTAL PAYMENT HAS REACHED R150 000.00 (VAT EXCLUDED) WHICHEVER OCCURS FIRST

PREVIEW ONLY

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:
[Respondent to indicate if this section is not applicable]

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

ADDRESS: _____

Indicate nature of relationship with Transnet:

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

Respondent's Signature

Date and Company Stamp



6. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
7. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Respondents" overleaf).
8. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of _____ 20____

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

COPY ONLY

 Respondent's Signature



We _____ do hereby certify that:

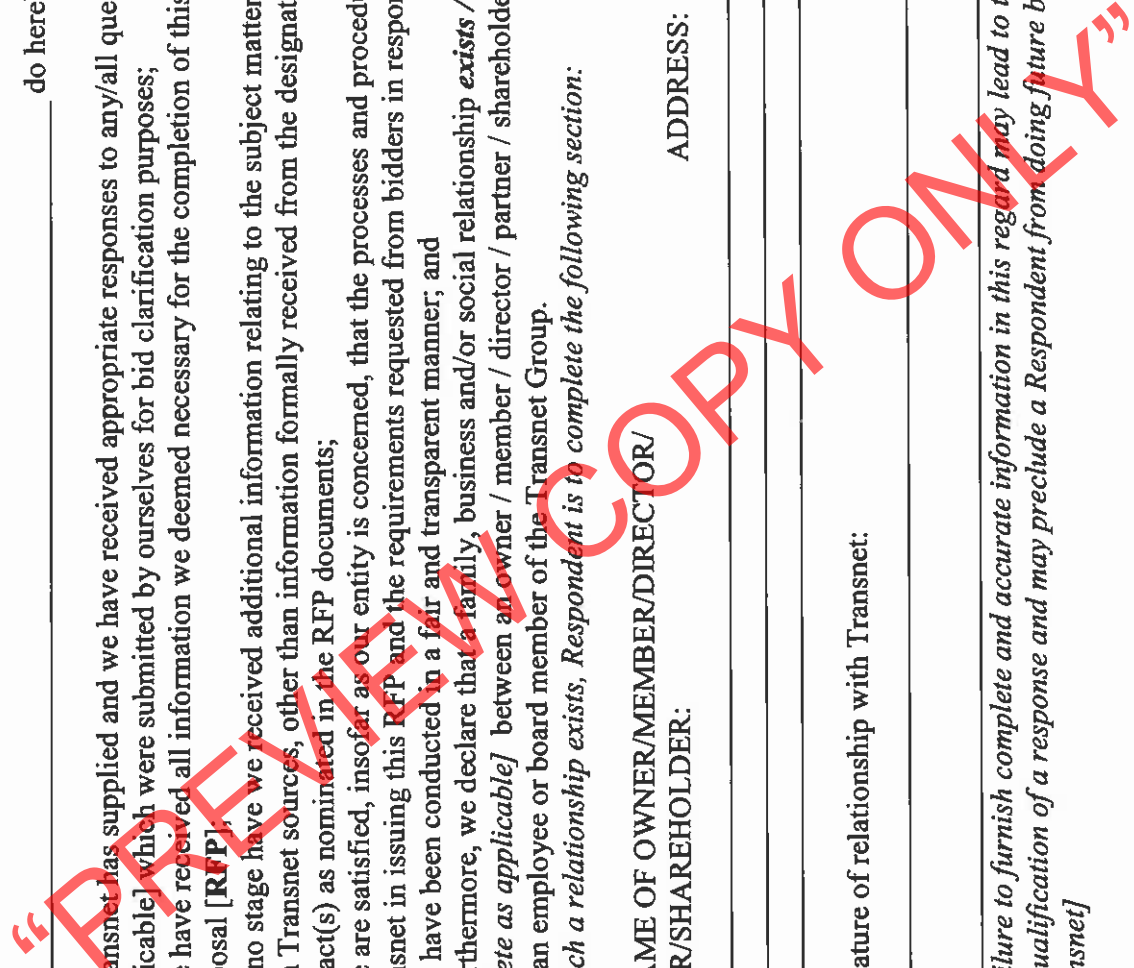
9. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for bid clarification purposes;
10. we have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
11. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
12. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
13. furthermore, we declare that a family, business and/or social relationship *exists / does not exist [delete as applicable]* between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group.
If such a relationship exists, Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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



Respondent's Signature _____

Date and Company Stamp



14. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
15. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. [*Refer "Important Notice to Respondents" overleaf*].
16. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of _____ 2012

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

NEW COPY ONLY

Respondent's Signature



IMPORTANT NOTICE TO RESPONDENTS

- **Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.**
- **It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.**
- **An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net**
- **For transactions below the R5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.**
- **All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.**

COPY ONLY



RFQ: PTH51979

Description: ROUTINE MAINTENANCE (2 MONTHLY) AND EMERGENCY REPAIRS TO 5 X SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTILL THE TOTAL PAYMENT HAS REACHED R150 000.00 (VAT EXCLUDED) WHICHEVER OCCURS FIRST

General and Special conditions

Specification

Drawing /Photos (If applicable)

PREVIEW COPY ONLY



RFQ: WR/PTH/ 51979

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

1. **Scope of work**
 ROUTINE MAINTENANCE (2 MONTHLY)AND EMERGENCY REPAIRS TO 5 X SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA SHUNTING YARD F EXCLUDED) WHICHEVER OCCURS FIRST
2. **Site location**
 The site is situated at per specification
3. **Time to complete the work**
 The tenderer shall indicate at section 6 the time he will require to complete the work, however, this time should not exceed time as per specification. This period shall be exclusive of weekends, public holidays and statutory holiday periods.
 Failing completion of the work within the period as stipulated above or with any shorter period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet the sum of as per specification for every day or part thereof during which the works remain incomplete.
4. **Guarantee**
 All workmanship and material shall be guaranteed for a period as indicated in specification of completion of work.
5. **Inspection of works**
 - 5.1 No work shall be covered up or put out of view without the approval of the Project Manager. The Contractor shall afford full opportunity for the Project Manager to examine and measure any work, which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon.
 - 5.2 The Contractor shall give due notice to the Project Manager whenever any such work of formations is or are ready or about to be ready for examination. The Project Manager shall, without unreasonable delay, unless he considers it necessary and advises the Contractor accordingly, examine and or measuring such work as required.



5.3 The Contractor shall uncover any part or parts of the work or make openings in or through the same as the Project Manager may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Project Manager and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be done by the Contractor .

6. Site records

6.1 Site Instruction Book

The Contractor shall provide a site instruction book (not smaller than A5) , in triplicate for the Project Manager to place all instructions that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work.

No work will be recognized for additional payment unless it has been recorded and signed by the Project Manager in the aforesaid book.

6.2 Site Diary

The contractor shall provide a diary, in triplicate to record all day to day incidents that could occur during the contract period. This includes weather, names & numbers of workers on site, material that has been delivered, material that has been loaded and disposed off, incidents that have occurred, nature of work to be done on that day, etc.

6.3. Programming & Planning of the work

The contractor shall provide to the Project Manager a detail plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet Freight Rail workshop with minor disruptions as no delays must be allowed in this regard.

The program must be agreed to (in the site instruction book) before any work will be allowed to commence on the workshops, per se. The programme can be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

7. Water supply.

Water may be made available for the purpose of construction of the works only. The water shall be used conservatively and if not, this privilege shall be removed and the water shall be metered, and the cost of the metered water shall be borne by the Contractor as well as all charges as entertained by Transnet Freight Rail. The Contractor must supply all drums, connections, hoses, clamps etc., as necessary and to provide water to the working site .

8. Electricity supply.

Electricity may be made available to the Contractor. The contractor must adhere to the safety standards as per the General Safety Regulations, Electrical Machine Regulations, Electrical Installation Regulations of the **Health and Safety Act, (Act 85 of 1993)** and SANS 10142. The Contractor must supply all leads and plugs as necessary and to provide power to the working site



9. **Access to site**

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet Freight Rail in every way. The Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the Project Manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.

10. **Materials found on site**

No material that is lying on the site (other than that as specified in this document) or any Transnet Freight Rail's properties may be removed or used (even if deemed as scrap) by the contractor.

11. **Clearing of site**

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind, generated by this work only, throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris caused by the works and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

12. **Working outside normal working hours**

The normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Transnet Freight Rail will not unreasonably withhold permission, however the Contractor may have to pay for Transnet Freight Rail's supervisory personnel.

13. **Escalation**

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

14. **Retention**

Transnet Freight Rail reserves the right to retain up to ten (10) percent of the value of the contract, for a period of six months, (the maintenance period) or such further period beyond the maintenance period if defects have not yet been made good to the satisfaction of the Project Manager.

15. **Safety Precautions and Insurance**

15.1. **Act 85**

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E.4E as placed in this Specification must be adhered to.

15.2 **Environment**

The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation.



- The National Environmental Management Act, 107/1998;
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998.

The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

15.3 SUBSTANCE ABUSE TESTING

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations 2.A

“INTOXICATION” An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace. Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

16. Health and Safety Requirements.

As per the E4E (Health and Safety requirements) no work can commence before the certificate of Good Standing by the Compensation Commissioner, or proof of payment, has been delivered to this office, for this project.

17. Note:

17.1 For further descriptions of materials to be used and methods to be adopted, the Contractor is referred to the various Codes and Standards, where relevant, and this shall be deemed to form part of the descriptions of any items in the following Specification. Except where any specification provision in a description in this specification is at variance with the above, in which case the specific provision is this Specification description shall apply.

17.2 Where trade names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on that particular or similar product. In addition, Tenderers must tender on the design specified. The accepted tenderer (i.e. Contractor) may, after obtaining written authority from the Project Manager, use an alternative product or design.

17.3 Where such written authority is given by the Project Manager at the request of the Contractor, for the contractor's convenience, all additional costs involved will be done for the Contractor's account. In the event of a less expensive product or design being used, a variation order reflecting the saving in cost will be issued.



18. GENERAL

18.1 Standard Specification

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification.

SANS Specifications (To be obtained by the contenders)

National Building Regulations SANS 10400 – 11990
 General Structural SANS 11200AH- 11982
 Electrical Code of Practice SANS 10142

18.2 To be supplied by the Contractor

The Contractor shall provide all labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORKS as per this specification and as may be ordered by the Manager.

18.3 Site meetings

The Contractor shall be called upon to attend meetings on the site to discuss the progress of WORKS with the Transnet Freight Rail representatives.

18.4 Setting out of the works

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with this Specification, the drawings and the design.

18.5 Keep site tidy

The Contractor shall keep the site tidy at all times and remove all old material and such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

A permit must be obtained from the Municipalities to transport material on their roads, when required.

19. Preliminary and General (P & G)

The P & G shall be as per General & Special Conditions and will include all costs not directly related to the execution of the work as stated. All items not specifically mentioned in the Annexure B must form part of P & G 's

TRANSNET SOC LIMITED
(REGISTRATION NO 1990/000900/06)

trading as TRANSNET FREIGHT RAIL
(hereinafter referred to as TRANSNET)

RFQ PTH 51979

ROUTINE MAINTENANCE (2 Monthly) AND EMERGENCY REPAIRS TO 5 x SEWER PUMP STATIONS and 1 x WATER PUMP STATION OF TRANSNET FREIGHT RAIL IN THE NEW COEGA SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTIL THE TOTAL PAYMENT HAS REACHED R150 000.00 (vat excl) WHICHEVER OCCURS FIRST.

SECTION 1

1. GENERAL

1.1 Scope of work:

The work includes : The Routine Maintenance (2 Monthly) and Emergency Repairs to 5 x Sewer Pump Stations and 1 x Water Pump Station of Transnet Freight Rail in the New Coega Shunting Yard for a period of one year or until the total payment has reached R150 000.00 (vat excl) whichever occurs first.

1.2 Standard Specification

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification.

- 1.2.1 SABS Specifications** (To be obtained by the contenders)
The wiring of Premises SANS 10142-1 (Old SABS 0142)
Occupational health and Safety Act Act 85 - 1993

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SECTION 2

2 General:

The contractor shall ensure that all the relevant Health and Safety Acts are met.

Contractor to remove all left over material, rubble, and equipment stripped by the contractor and is for his own property.

All material and equipment used is to be S.A.B.S. approved and workmanship to be of a high quality and standard, done to the satisfaction of TRANSNET FREIGHT RAIL's site supervisor.

NB : The contractor is responsible for his own measurements where applicable, however, where rates are given the actual work done will be measured on completion and paid accordingly.

2.1 PROJECT SPECIFICATIONS :

a) Routine Maintenance : Pump Stations 1 and 6 has 1 pump each. Pump Stations 2, 3 and 5 has 2 pumps each.

Electrical panel

Rpm Reading, Amp Reading and Voltage Reading Pump running.

Clean the inside and outside of the Panel.

b) Sewer and Water Pump

Pull out each pump and check condition of primary wearing parts or blockages.

Check chain shackles and if chain is secure.

Check if guide rails is clean.

Make sure profile gasket is in place.

Check Oil in Seals.

Check inspection cover and "O" Ring.

Check Non – return Valve.

Check all bolts and nuts on pump and motor.

Check rotation on pump.

Clean Floats.

Check Float : Activate

: Low Level

: High Level

: Alarm Level

Check wear plate clearance.

Pump Station on Auto :

Check suction pipe for blockages.

Check both gate valves if open.

Check Area around pump station.

Sump Condition.

b) Repairs or Overhaul : (No Repairs to be done without JOB CARD)

It is Necessary to report all Major Faults / Defects to this Office to acquire authority before commencing with repairs.

Once authority is given, the contractor will strip / investigate pump etc. and submit a quote for the repairs to this office.

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□ After receiving quote, this office will supply contractor with job card to commence with repairs.

2.2 To be supplied by the Contractor

The Contractor shall provide all labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the Works as per this specification and any further work as may be ordered by the Engineer/Manager.

2.3 Site meetings

The Contractor shall be called upon to attend meetings on the site to discuss the progress of work with the Project manager.

2.4 Recording of the works:

The Contractor shall keep and maintain accurate records in the site diary of all work so that any disputes can be resolved and that the extent of the required tests on the materials can readily be determined.

2.5 Setting out of the works:

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with the "Guidelines for the provision of Engineering Services in Residential Townships" by The Department of Community Development.

2.6 Keep site tidy:

The Contractor shall keep the site tidy at all times and remove all old material and such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site. If required, a permit must be obtained from the local Municipality to transport material on their roads.

2.7 Day work Rates:

The contractor shall be paid as per the tender rates and prices and any addition or omissions shall be to the discretion of the Project manager all as per the site instruction book. When an item is not in the schedule then a variation shall be given based on day work rates and shall be recorded in the diary (day book) plus material with handling costs (percentage), all as per the preambles in the Schedule of Rates and Prices, herein.

The profit required to do the work shall be to the contractor's consideration and must be allowed for in the entire Schedule of Rates and Prices.

SECTION 3

3.1 Time To Complete The Work:

Time to complete the work will be as agreed between contractor and Project Leader. Failing to complete the work as accepted, the contractor shall pay Transnet a sum of R300.00 (Three Hundred Rand) per day, or part thereof, for which the works remain incomplete.

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3.2 Quality

Guarantee the quality of his workmanship for a period of twelve (12) months.

In the event of Transnet in its sole discretion, being dissatisfied for whatever reason with any or all of the work performed by the Contractor, Transnet shall forthwith notify the Contractor thereof. The Contractor shall then forthwith redo the complete work at his own expense to the satisfaction of Transnet.

3.3 Traveling:

No traveling time is allowed for within the radius of 20km from the station. Therefore, the price is inclusive of traveling in this zone.

3.4 Incompetent Employees:

Any person employed by the contractor on the work who is, in the opinion of the Project Manager, incompetent, or who may act in such an improper manner, may be discharged from the work by the Project Manager and such a person shall not be employed on the work again without the permission of the Project Manager.

3.5 General:

- [a] All material to be SABS approved. Adhere to manufacturers specifications and instructions.
- [b] Where trade names are used it can be or similar and approved by project leader on site.
- [c] All dimensions and quantities to be checked on site by tenderer before commencing with the work.
- [d] All rubble and hazardous material to be dumped at an approved dumpsite.
- [e] Contractor to adhere to all safety regulations as per Occupational health and Safety Regulations Act, 85 of 1993.
- [f] Adhere to the safety rules and regulations of the Depot.
- [g] All contract workers will attend a safety induction course presented by Transnet Freight Rail
- [h] The Building will be occupied during renovations / repairs.

3.6 Risks Assessed

- [a] Working with scaffolding.
- [b] Working with step ladders.
- [c] Working with flammable liquid
- [d] Working with electric tools
- [e] Working on roofs

3.7 Safety.

- [a] The contractor must, on a regular basis, liaise with the Project Leader. The Project Leader and the Depot Manager must, on regular basis, be provided with an updated program.
- [b] At all times the safety aspect of the project must be treated as very important.

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SECTION 4

General conditions

4.1 It is the responsibility of the contractor to have sufficient means of communication for Transnet Freight Rail to be able to contact the contractor during normal working hours and after normal working hours. A fax machine must be available at all hours during normal working hours as well as after normal working hours for emergency correspondence.

4.2 A site access certificate will be issued to the contractor and must be displayed to any person on request.

REVIEW COPY ONLY



SECTION 3

RFQ NUMBER PTH51979

PROVISION OF ROUTINE MAINTENANCE (2 MONTHLY)AND EMERGENCY REPAIRS TO 5 X SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTILL THE TOTAL PAYMENT HAS REACHED R150 000.00 (VAT EXCLUDED) WHICHEVER OCCURS FIRST

QUOTATION FORM

I/We _____

(name of company, close corporation or partnership)

of (full address) _____

carrying on business under style or title of (trading as)

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, 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 Service Fees 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;
- (ii) General Tender Conditions, Form CSS5 – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

Respondent's Signature _____

Date and Company Stamp



I/We accept that unless Transnet should otherwise decide and so inform me/us in the facsimile or letter of acceptance, this 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/intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of the Services 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 favourable Quotation.

I/We accept that any contract resulting from this offer will be for a period of as specification 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 *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder, the name of their 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 *domicilium citandi et executandi* hereunder:

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, delivery period, quality, BBBEE status or for any other reason.

VALIDITY PERIOD

Transnet desires a validity period of 3 (three) 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:



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.

Name
Address

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, 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
-----	----

REVIEW COPY ONLY

Respondent's Signature

Date and Company Stamp



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

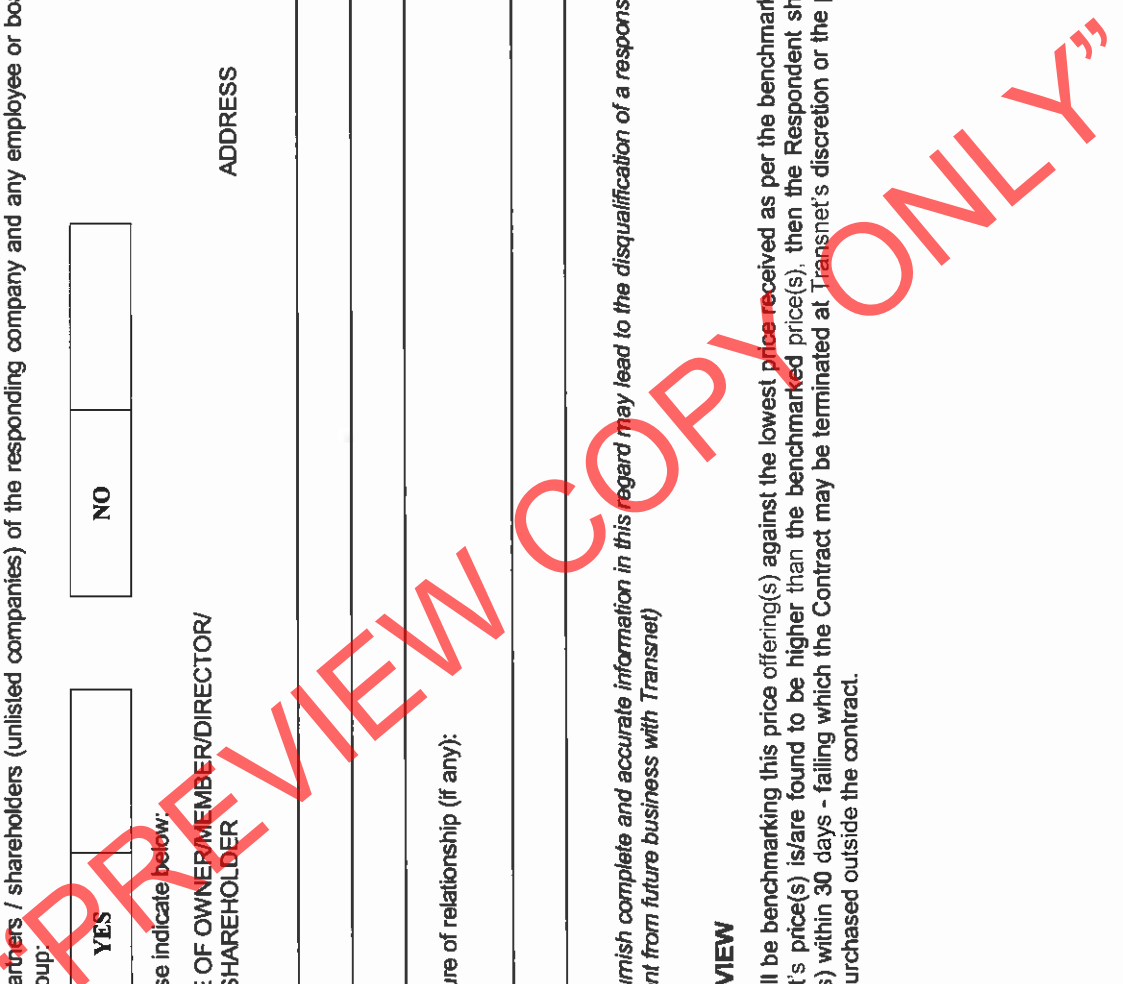
ADDRESS

Indicate nature of relationship (if any):

(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

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



Respondent's Signature

Date and Company Stamp



RETURNABLE DOCUMENTS

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

Notice to Bidders – Section 1	✓
Background overview – Section 2	✓
Quotation Form – Section 3	✓
Resolution of Board of Directors (Respondent's Representative) - Section 4	✓
Certificate of Acquaintance with RFQ Documents – Section 5	✓
Service Fees and Costs - Section 6	✓
General Tender Conditions - Form CSS5 – Section 7	✓
Conditions of Contract - Form US7 – Section 8	✓
Audited Financials for previous year	✓
Valid Tax Clearance Certificate	✓
VAT Registration Certificate	✓
BBBEE Accreditation Certificate	✓
Works man compensation	✓
Certificate of attendance of RFQ Briefing – Section 9	✓
Non-Disclosure Agreement – Section 10	✓

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

COPIES ONLY

Respondent's Signature

Date and Company Stamp



SECTION 4

RFQ NUMBER : PTH51979

**PROVISION OF ROUTINE MAINTENANCE (2 MONTHLY)AND EMERGENCY REPAIRS TO 5 X
SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA
SHUNTING YARD**

“PREVIEW COPY ONLY”

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

NAME OF COMPANY: _____

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

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

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

FULL NAME _____
SIGNATURE CHAIRMAN

FULL NAME _____
SIGNATURE SECRETARY



SECTION 5

RFQ NUMBER PTH51979

PROVISION OF ROUTINE MAINTENANCE (2 MONTHLY)AND EMERGENCY REPAIRS TO 5 X
SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA
SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTILL THE TOTAL PAYMENT HAS
REACHED R150 000.00 (VAT EXCLUDED) WHICHEVER OCCURS FIRST

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 recognise 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.

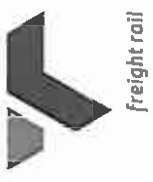
SIGNED at _____ on this _____ day of _____, 2012

WITNESS : _____ SIGNATURE OF RESPONDENT

3 1

Respondent's Signature

Date and Company Stamp



SECTION 6

RFQ Number: WR/PTH/51979

“PREVIEW COPY ONLY”

Service Fees/Cost/Rates

Schedule of work and prices:

Quote form(Total price) :

Respondent's Signature

Date and Company Stamp

TRANSNET SOC LIMITED
(REGISTRATION NO 1990/000900/06)

trading as TRANSNET FREIGHT RAIL
(hereinafter referred to as TRANSNET)

TENDER NO. PES 6735

ROUTINE MAINTENANCE (2 Monthly) AND EMERGENCY REPAIRS TO 5 x
SEWER PUMP STATIONS and 1 x WATER PUMP STATION OF TRANSNET
FREIGHT RAIL IN THE NEW COEGA SHUNTING YARD FOR A PERIOD OF
ONE YEAR OR UNTIL THE TOTAL PAYMENT HAS REACHED R150 000.00
(vat excl) WHICHEVER OCCURS FIRST.

SCHEDULE OF RATES AND QUANTITIES

Company name:

SCHEDULE OF RATES

Routine maintenance

1. Maintenance of Sewer Pump Stations 1 and 6 R _____ / Service
2. Maintenance of Sewer Pump Stations 2,3 and 5 R _____ / Service

Non Routine Maintenance

- 1 Call-out fee R _____
- 2 Standard Rate (Labour) R _____ / hour
- 3 Overtime Rate (Labour) R _____ / hour
- 4 Saturday Rate (Labour) R _____ / hour
- 5 Sunday/ Public holiday (Labour) R _____ / hour
- 6 Additional Costs : Specify : R _____

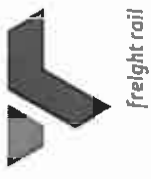
7. Traveling cost : To be included in above rates

8. .Material cost: _____ (% mark-up)

TENDERER: [name] _____

TENDERER: [Signature] _____

DATE : _____



Document C1

Company/Close corporation or Trust Questionnaire

TO BE COMPLETED BY THE SUPPLIER

PURPOSE

The purpose of this form is to register suppliers of services on the supplier database of Transnet Freight Rail. By completing this form, the Company can ensure compliance with the Income Tax Act ("the Act") and regulations of the South African Revenue Service ("SARS").

SARS requires service users to correctly classify service providers for employees' tax purposes. Classification as an "employee" for employees' tax purposes does not signify an acknowledgment that the service provider is regarded as an employee for labour law purposes.

It is therefore important to furnish the requested information as well as the responses to the questions raised. Where applicable, suppliers will, from time to time, be requested to complete a new form, to ensure that up-to-date information is maintained by Transnet Freight Rail.

Please note that all supplier information will be treated as strictly confidential.

This form must be signed and dated on behalf of your organisation by a duly authorized signatory.

DOCUMENTS

The following documents must accompany the completed form:

1. Copies of any tax directives issued and stamped by SARS. You may be requested to provide the original tax directive for verification purposes;
2. An **original cancelled cheque or stamped letter from the bank**, verifying the banking details (Please note: any changes to bank details in the future should be furnished to us as payments are mostly done electronically);
3. Copy of the VAT Registration certificate (VAT 103 – where applicable);

34

Respondent's Signature

Date and Company Stamp



PECIAL NOTES

4. Transnet Freight Rail reserves the right to verify and/or follow-up on any of the information furnished, claims made or references given in this application form. Additional information can be requested by Transnet Freight Rail during its evaluation process.
5. Incomplete information will be treated by Transnet Freight Rail as an acknowledgment that the full amount of tax as prescribed by "the Act" may be withheld.
This includes the omission of supporting documentation.

SERVICES TO BE PROVIDED

Please provide a brief description of the nature of the services to be provided to Transnet Freight Rail.

Tender :

Description Work:

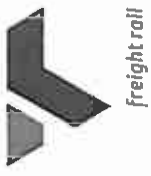
DECLARATION

I certify that the information furnished herein is correct at the time of completion. I also certify that I am duly authorised to furnish the above-mentioned information on behalf of my employer or principal.

Name:	Signature:
Designation:	Date:

Respondent's Signature _____

Date and Company Stamp

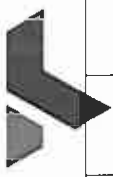


SECTION B – PERSONAL COMPANY/CLOSE CORPORATION OR TRUST

	YES	NO
<p>In order for Transnet Freight Rail to evaluate whether the supplier is a "Personal Service Company/Trust" as defined in the Fourth Schedule to the Income Tax Act, the supplier must answer the following questions by marking the appropriate column with an X. The answers supplied will be used to determine whether Transnet Freight Rail is obliged to deduct employees' tax from any payment due to the supplier.</p>		
1.	<p>Will the company/close corporation or trust employ three or more full-time employees (other than shareholders, members or connected persons) who are on a full time basis engaged in the business of the company/close corporation or trust?</p>	<p>Please provide the number of full-time employees, other than shareholders, members or connected persons.</p>
		<p>If your answer to question 1 is "yes", you do not have to continue with the questionnaire. If "no" please continue.</p>
2.	<p>Will more than 80% of the income of the company/close corporation or trust be derived from Transnet Freight Rail during your tax year?</p>	<p>If your answer to question 2 is "no" please provide Transnet Freight Rail with a written declaration to the fact that your income derived from Transnet Freight Rail will not exceed 80% and attached it to this document. You do not have to continue with the questionnaire if your answer is "no". If "yes" else please continue.</p>
3.	<p>Will the shareholders of the company, members of the close corporation or trustees of the trust, be required to render services in their own capacity to Transnet Freight Rail?</p>	<p>If "yes" please provide details.</p>
4.	<p>Will there be supervision and control of the manner in which the company/close corporation or trust perform their duties, especially with reference to the fact that that the company/close corporation or trust will be required to render the services primarily at the premises of Transnet Freight Rail?</p>	

Respondent's Signature

Date and Company Stamp



If "yes" please provide details.

freight rail

LIST OF SHAREHOLDERS/MEMBERS

(Attach own list if the space provided is inadequate)

1. Name

Position

%

Shareholding

Identity
Number

Nationality

2. Name

Position

%

Shareholding

Identity
Number

Nationality

3. Name

Position

%

Shareholding

Identity
Number

Nationality

4. Name

Position

%

Shareholding

Identity
Number

Nationality

PREVIEW COPY ONLY

Respondent's Signature _____

Date and Company Stamp



**Example Of An Affidavit Or Solem Declaration
AFFIDAVIT OR SOLEM DECLARATION**

I, _____ [INSERT FULL NAME] solemnly swear/declare that less than 80% of income received by _____ [INSERT COMPANY NAME] will be received from Transnet Freight Rail. I further accept that based on my declaration, _____ [INSERT COMPANY NAME] would therefore not be regarded as a personal service company for employees' tax purposes and no employees' tax is required to be withheld from payments made for services rendered performed by _____ [INSERT COMPANY NAME] to Transnet Freight Rail.

Signature: _____

Date: _____

COMMISSIONER OF OATHS

Signature: _____

Date: _____

PREVIEW COPY ONLY

Respondent's Signature

Date and Company Stamp

SECTION 7

RFQ NUMBER : PTH51979

ROUTINE MAINTENANCE (2 MONTHLY)AND EMERGENCY REPAIRS TO 5 X SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTILL THE TOTAL PAYMENT HAS REACHED R150 000.00 (VAT EXCLUDED) WHICHEVER OCCURS FIRST

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

“PREVIEW COPY ONLY”

SECTION 8

RFQ NUMBER : PTH51979

PROVISION : ROUTINE MAINTENANCE (2 MONTHLY)AND EMERGENCY REPAIRS TO 5 X SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTILL THE TOTAL PAYMENT HAS REACHED R150 000.00 (VAT EXCLUDED) WHICHEVER OCCURS FIRST

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION 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."

SECTION 9

RFQ NUMBER PTH51979

**PROVISION OF ROUTINE MAINTENANCE (2 MONTHLY)AND EMERGENCY REPAIRS TO 5 X
SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA
SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTILL THE TOTAL PAYMENT HAS
REACHED R150 000.00 (VAT EXCLUDED) WHICHEVER OCCURS FIRST**

“ DRAFT REVIEW COPY ONLY ”

CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION

It is hereby certified that -

1.
2.

Representative(s) of
(*name of company*)

attended the site meeting / briefing session in respect of the proposed Service to be rendered in terms
of this RFQ on 14-Sep-12.

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE: 14-Sep-12
.....

SECTION 10

RFQ NUMBER : PTH51979 PROVISION OF : ROUTINE MAINTENANCE (2 MONTHLY) AND EMERGENCY REPAIRS TO 5 X SEWER PUMP STATIONS AND 1 X WATERPUMP STATION OF TFR IN THE NEW COEGA SHUNTING YARD FOR A PERIOD OF ONE YEAR OR UNTILL THE TOTAL PAYMENT HAS REACHED R150 000.00 (VAT EXCLUDED) WHICHEVER OCCURS FIRST

NON-DISCLOSURE AGREEMENT (“NDA”) Confidentiality Agreement

I (name) Identity No

(address)

Undertake to Transnet Limited (“Transnet”) that: I shall keep confidential and not to disclose or make available to any third party, except with the express prior written consent of Transnet, any Confidential Information relating to Transnet business, assets, customers or staff which is disclosed to me or to which I may have access during the course of providing services to Transnet (“my assignment”); and

- 1. Upon termination of my assignment, I shall return to Transnet all documents, books, discs, tapes or other records (in whatever medium) which I may have in my possession, custody or control and which are the property of Transnet, its customers, staff or agents and any copies thereof.

For the purposes of this Confidentiality Agreement, “Confidential Information” shall mean any information in whatever form including without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs of the Transnet Group or its customers, whether in writing, conveyed orally or by machine-readable medium. I understand that this Confidentiality Agreement shall survive the termination of my assignment.

SIGNED at _____ on _____ 2010

(Signature)
in the presence of:-
Witness name: Witness Signature:
Witness address:

SECTION 11

Contract:PTH 51979

TRANSNET LIMITED

(Registration no. 1990/00900//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.
2. **Definitions**
 - 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
 - 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "Construction Work", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
 - (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

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

(b) includes working at a height greater than 3 metres above ground or a landing.

3.2 *The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.*

3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.

3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.

3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.

3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate 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 Protekon's safety requirements and procedures.

4. Special Permits

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

5. Health and Safety Programme

5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -

- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;

- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
- (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:

- (a) The identification of the risks and hazards that persons may be exposed to;
- (b) the analysis and evaluation of the hazards identified;
- (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
- (d) the site access control measures pertaining to health and safety to be implemented;
- (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and

- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that 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.
- 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 applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.*

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: _____

Nature of the work:

8. Expected commencement date:
9. Expected completion date:

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

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

12. Name(s) of contractors already chosen.

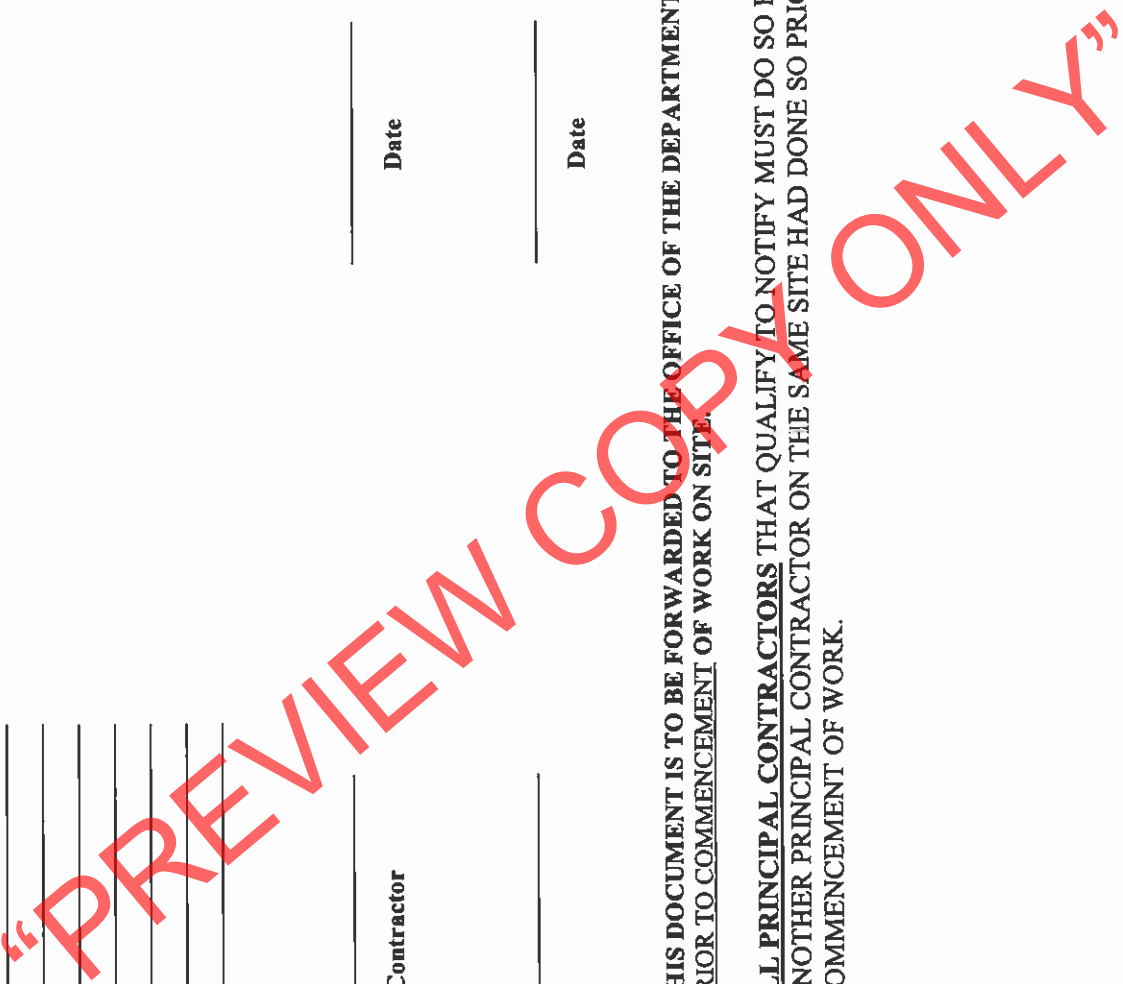
Principal Contractor

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.**



Contract ANNEXURE 2

(COMPANY LETTER HEAD)

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

REGULATION: Construction Regulation GN 1010 and General Mach REG-GMR

REQUIRED COMPETENCY: Need at least 2 years experience with equipment

In _____ of _____
I, _____
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 :- _____

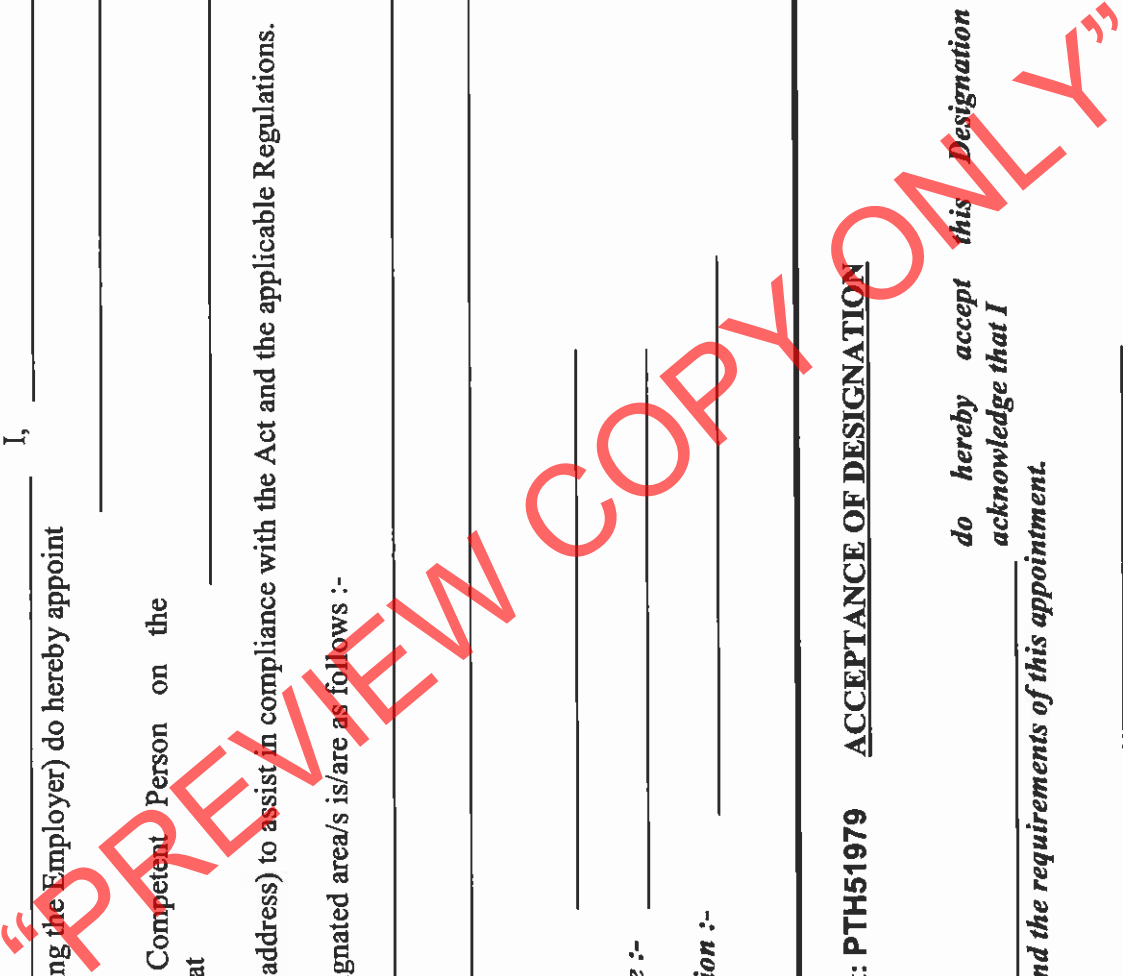
Contract: PTH51979 ACCEPTANCE OF DESIGNATION

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

Date : _____

Signature :- _____

Designation :- _____



Contract ANNEXURE 3

(COMPANY LETTER HEAD)

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

DECLARATION

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

Signature :- _____

Date : _____

“PREVIEW COPY ONLY”

ANNEXURE 4

(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)

SITE ACCESS CERTIFICATE

Access to : _____
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 : _____

SECTION 12

TRANSNET SOC LIMITED
(REGISTRATION NO. 1990/000900/06)

Trading as

Transnet freight rail

RFQ: PTH / 51979

I, hereby confirm that I have read and understand the terms and conditions of all relevant documents that are attached as indicated below

General Tender Conditions-Services : Form CSS5 (10 Pages)

Standard Terms and Conditions of Contract :Form US 7 (30 Pages)

Suppliers Code of Conduct (2 Pages)

Specification for Works on, over, under : E7/1 (8 Pages)
adjacent to Railway lines, and near High voltage
Equipment

Firm _____

Print name _____

Signature _____

Date _____

