



**TRANSNET FREIGHT RAIL**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No CRAC-KGG-11043**

**FOR THE SUPPLY OF: ABLUTION EXTENSION FOR LADIES**

**FOR DELIVERY TO: ROODEPOORT 02AL187**

**ISSUE DATE: 02 JULY 2013**

**CLOSING DATE: 16 JULY 2013**

**CLOSING TIME: 10:00**

**VALIDITY DATE: 15 OCTOBER 2013**

**A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING AREARS**

**VENUE: @ ROODEPOORT 02AL187 Time: 10:00**

**Date: 11 JULY 2013**

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

**PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING AND ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE**

**ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL & COPY IN ONE ENVELOP THE ENVELOP MUST BE WRITTEN OUTSIDE THE TENDER NUMBER AND THE CLOSING DATE.**



**REQUEST FOR QUOTATION [RFQ]**

**RFQ CRAC-KGG -11043**

**Information Session**

**RFQ SITE MEETING**

**A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:**

Venue : : @ ROODEPOORT 02AL187

Time : 10H00

Date : 11 JULY 2013

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

**5.1 ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

Has/have today attended the Tender briefing in respect of the proposed:

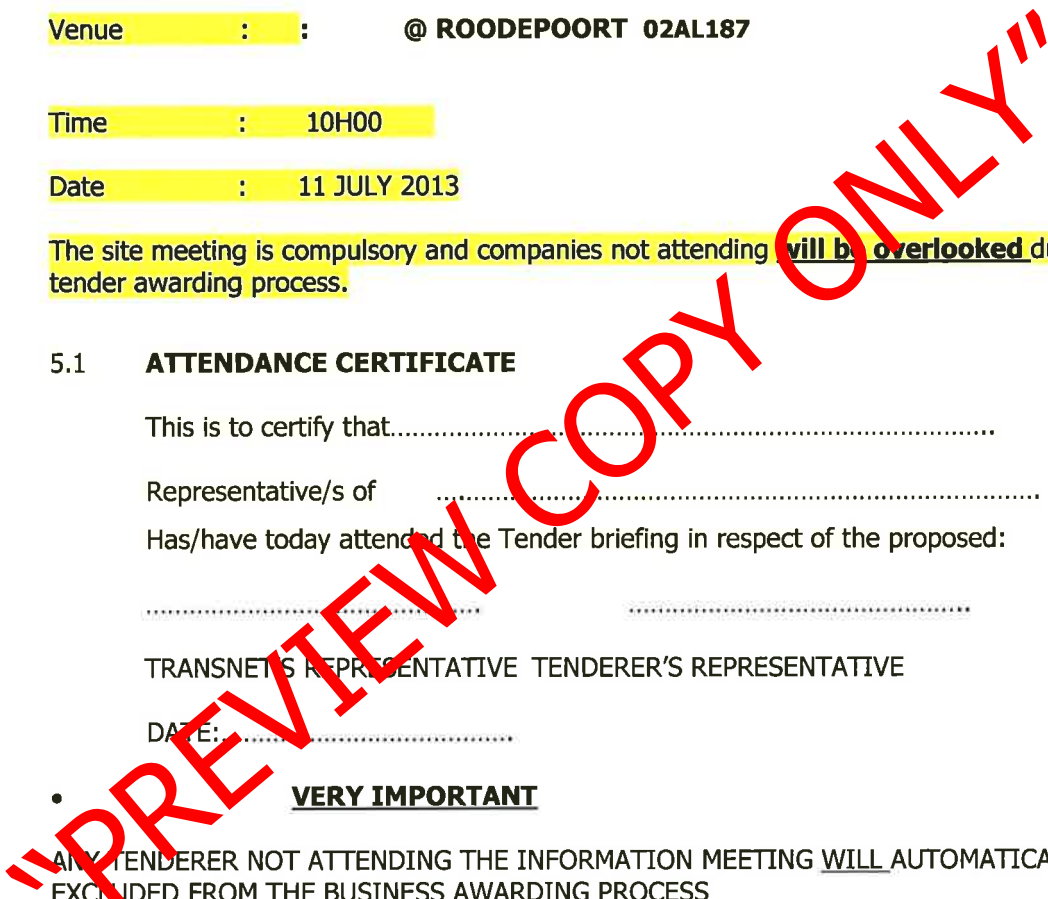
.....

TRANSNET'S REPRESENTATIVE TENDERER'S REPRESENTATIVE

DATE: .....

- **VERY IMPORTANT**

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS



## Section 1 NOTICE TO BIDDERS

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

**METHOD:** [post or courier or hand delivery]

**CLOSING VENUE:** The Secretary, TRANSNET Freight Rail, Acquisition Council Ground Floor  
Tender Box Inyanda House 1, 21 Wellington Road, Parktown.

### 2 Responses to RFQ

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

### 3 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" in accordance with the 10%/20% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 [as amended], to companies who provide a B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

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

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

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

- c) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
  - Rating level based on all seven elements of the B-BBEE scorecard
- d) **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
- e) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:
  - 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 only provide documentary proof of annual turnover [i.e. annual financials or a formal letter by an auditor, accountant or a SANAS accredited verification agency]. Such letter should also indicate the percentage of Blacks and Black-women ownership.

*[Refer Section 4, Vendor Application Form, for Returnable Documents required]*

#### 4 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ CRAC-KGG-11043 between the closing date and the date of the award of the business.

a non-refundable tender fee of R150.00 (inclusive of vat) is applicable per tender(listed below). payment is to be made to transnet freight rail, standard bank account number 203158598, branch code 004805. the deposit slip must reflect the tender number RFQ CRAC-JHB-11043 and the company name. receipt/s to be presented prior to collection of the tender/s.

on or after 01/07/2013 the rfq documents may be inspected at, and are obtainable from the office of transnet freight rail tender advice centre, ground floor, inyanda 1, 21 wellington road, and parktown.

- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Reuben Alex Baloyi

Telephone: 011 584 1425

Email: alex\_baloyi@transnet.net

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

1. Name: Prudence Nkabinde

2. Telephone: 011 544 9486

Fax 011 774 9760

3. Email [prudence.nkabinde@transnet.net](mailto:prudence.nkabinde@transnet.net)

#### 5 Tax Clearance

The Respondent's original valid Tax Clearance Certificate or letter of good standing from SARS must accompany the Quotation.

#### 6 VAT Registration

The valid VAT registration number must be stated here: \_\_\_\_\_ [if applicable].

#### 7 Legal Compliance

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

**8 Changes to Quotations**

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

**9 Pricing**

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

**10 Prices Subject to Confirmation**

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

**11 Negotiations**

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

**12 Binding Offer**

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

**13 Disclaimers**

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

- modify the RFQ's goods / service(s) and request Respondents to 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;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier; or
- make no award at all.

**14 Respondent's Samples**

Only in cases when the Respondent submits a sample(s) of the goods / products / material quoted for, the sample(s) must be endorsed with the RFQ number and description and forwarded on or before the deadline date to the following addressee:

**15 Evaluation Criteria**

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

- Letter of good standing
- Safety file plan
- Compliance to specification

- CIBD Level 1

**16 Validity Period**

Transnet desires a validity period of 90 [thirty] days from the closing date of this RFQ. It should be noted that Respondents may offer an earlier validity period, but Quotations may be rejected for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until 15 OCTOBER 2013 [State alternative validity period/date].

**17 Banking Details**

BANK: \_\_\_\_\_  
 BRANCH NAME / CODE: \_\_\_\_\_  
 ACCOUNT HOLDER: \_\_\_\_\_  
 ACCOUNT NUMBER: \_\_\_\_\_

**18 Company Registration**

Registration number of company / C.C. \_\_\_\_\_  
 Registered name of company / C.C. \_\_\_\_\_

**19 Disclosure of Prices Quoted**

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

YES  NO

**20 Returnable Documents**

**Returnable Documents or Documents** means all the documents, Sections and Annexures, as listed in the tables below.

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

***Failure to provide all these Returnable Documents will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.***

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [√] in the table below:

| Returnable Documents  | Submitted [√] |
|---|---------------|
| SECTION 2 : Quotation Form  |               |
| SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet |               |

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

***Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.***

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents by so indicating [√] in the table below:

| Returnable Documents   | Submitted<br>[√] |
|--|------------------|
| SECTION 1 : Notice to Bidders  |                  |
| - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs]   |                  |
| - Valid B-BBEE certificate from auditor, accounting officer or SARS accredited Verification Agency [RSA EMEs]  |                  |
| - Letter of good standing issued   |                  |
| - Supervisory Certificates relevant to cleaning  |                  |
| - Bargaining council for minimum salary  |                  |
| SECTION 5 : Vendor Application Form  |                  |
| - Original cancelled cheque or bank verification of banking details  |                  |
| - Certified copies of IDs of shareholder/directors/members [as applicable]   |                  |
| - Certified copy of certificate of Incorporation [CM29/CM9 name change]  |                  |
| - Certified copy of share certificates [CK1/CK2 if C.C.]   |                  |
| - Entity's letterhead  |                  |
| - Original valid Tax Clearance Certificate [RSA entities only]. if a JV or subcontractor is involved, submit a Tax Clearance Certificate for each entity |                  |
| - Certified copy of VAT Registration Certificate [RSA entities only]   |                  |
| - Certified copy of valid Company Registration Certificate [if applicable]   |                  |
| - A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures   |                  |

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**NB: FAILURE TO OBSERVE ANY OF THE  
AFOREMENTIONED REQUIREMENTS  
MAY RESULT IN A QUOTATION BEING REJECTED**

**Section 2**  
**QUOTATION FORM**

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

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

- the Standard Terms and Conditions for the Supply of Goods and Services to Transnet [Section 3 hereof]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

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

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

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



### Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT: [for SERVICES, attach a scope of work & pricing schedule]

| SCHEDULE OF WORK AND PRICES   |          |                |       |        |
|---|----------|----------------|-------|--------|
| ROODEPOORT 02AL187 EXTENTION FOR LADIES ALUTION   | QUANTITY | UNIT           | PRICE | AMOUNT |
| <b>BRICKLAYER</b>   |          |                |       |        |
| 1.Remove two small trees (1.5) with roots completely. Apply   | 2        | ea             |       |        |
| 2.Cut indents both sides every third row - blocked indents  | 6        | m              |       |        |
| 3.Dig in pickable soil for trenches 600mm wide and appr. 500 deep.  | 4.80     | m <sup>3</sup> |       |        |
| 4.Hit level pegs and pour 1:3:5 concrete mix.(230mm thick)  | 2.50     | m              |       |        |
| 5.Brick up 230mm foundation wall to suit existing floor height (Tambotie Satin FBS) with key jointing outside and cement stock inside.                    |          | m <sup>2</sup> |       |        |
| 6.Do filling under slab and compact properly before concrete.   | 12       | m <sup>3</sup> |       |        |
| 7.Lay new dpc and pour concrete 25 mpa 75 mm thick.   | 2        | m <sup>3</sup> |       |        |
| 8.Brick up cavity wall till door height with (Tambotie Satin FBS ) face outside key jointed and insul cement stock. Brickforce to be fitted every 4 rows. | 36       | m <sup>2</sup> |       |        |
| 9.Brick up above door height till under roof 230mm cement stock incl. gable end and beam filling.   | 27       | m <sup>2</sup> |       |        |
| 10.Build in 4mm double straining wire to tie roof trusses appr. 500mm above wall plate. (both sides)  | 14       | ea             |       |        |
| 11.Build in new steel window frames as per sketch (type E1/4 and C&H) complete with b/bars and 4mm frosted window pane fitted.                            | 5        | ea             |       |        |
| 12.Fit dpc under both windows and fit face brick sills outside to suit ext. brick work.   | 5        | m              |       |        |
| 13.Build in steel d/frame 810mm and fit new fl&b door complete with 3 lever mortice lock (new entrance to outside)  | 1        | item           |       |        |
| 14.Remove window in existing exterior wall and build in new 810mm steel d/frame as well as fitting 810mm semi hollow core door with 2 lever mortice lock. | 1        | item           |       |        |
| 15.lay topping in shower floor ready for tiling. Item incl. kerb walls  | 3        | m <sup>2</sup> |       |        |
| 16. Plaster entire stock brick surfaces with wood float and steel trowel finish.  | 105      | m <sup>2</sup> |       |        |
| 17.Chip existing painted wall apply splash ct and plaster at new linking door suit new plaster ready for tiles.   | 12       | m <sup>2</sup> |       |        |
| 18.Allow to fit concrete lintels over windows   | 10       | ea             |       |        |
| 19.Prepare surface and lay new Corobrick (Tuscan blend Paver) paving at new entrance side   | 28       | m <sup>2</sup> |       |        |
| <b>PAINTER</b>  |          |                |       |        |

|   |    |                |  |  |
|---|----|----------------|--|--|
| 1.Paint Ext. sills one ct black gloss.  | 3  | m              |  |  |
| 2.Paint windows u/ct and final white gloss incl. b/bars<br>(1.00 X 0,90)                      | 1  | EA             |  |  |
| (0,5 X 0,60)  | 4  | EA             |  |  |
| 3.Paint extended roof grey primer and final Greacian grey roof guard.                         | 42 | m <sup>2</sup> |  |  |
| 4.Paint sprockets u/ct and final white gloss  | 14 | ea             |  |  |
| 5. Ditto for purlins  | 24 | m              |  |  |
| 6.Paint fascias 2 cts white pva   | 6  | m              |  |  |
| 7.Paint new ceiling bonding liquid, u/ct and final white gloss                                | 24 | m <sup>2</sup> |  |  |
| 8.Paint door and frame u/ct and final to suit existing.                                       | 6  | item           |  |  |
| 9.Paint Exterior walls 2 cts Dulux PVA weather guard Barely beige Code 3h1-1 to suit existing | 64 | m <sup>2</sup> |  |  |
| 10.Paint interior walls not tiled Barely beige wash n wear                                    | 52 | m <sup>2</sup> |  |  |
| <b>TILER</b>  |    |                |  |  |
| 1.Lay new GN553 tiles in floor. 2 with alm strip fitted at door.                              | 21 | m <sup>2</sup> |  |  |
| 2.Fit new 200x 200mm white glazed tiles in toilets and showers door height                    | 68 | m <sup>2</sup> |  |  |
| 3.Fit new 2002 x 200mm splash tiles above white   | 2  | m <sup>2</sup> |  |  |
| 4.Fit new white ceramic soap dishes in showers  | 3  | ea             |  |  |
| <b>CARPENTER</b>  |    |                |  |  |
| 1.New wall plate 114 x 38mm nailed to wall  | 12 | m              |  |  |
| 2.Build and erect new 114 x 38mm gng nailed trusses at 38%                                    | 7  | ea             |  |  |
| 3.Fit new 50 x 75 purlins 1.2 apart.  | 60 | m              |  |  |
| 4.Fit new IBR sheeting beaded to suit existing with 65mm possitive screws and unseal washers  | 42 | m <sup>2</sup> |  |  |
| 5.Fit new nutec 9mm fascias at gable end  | 6  | m              |  |  |
| 6.Allow for cutting valleys into existing roof.   | 2  | ea             |  |  |
| 7.Fit new edging on new section   | 8  | m              |  |  |
| 8.Fit new flashing at gable end   | 6  | m              |  |  |
| 9.Fit new brandering to trusses 450mm apart and fit new 4mm nutec ceiling into new area.      | 24 | m <sup>2</sup> |  |  |
| 10.Supply and fit new toilet and shower doors semi hollow core with indicator locks           | 4  | 4a             |  |  |
| 11.Provide and fit steel gate to suit existing and apply u/ct and final black gloss           | 1  | item           |  |  |
| 12. Fit new chromadec gutters   | 14 | m              |  |  |
| 13. ditto for d/pipes   | 2  | ea             |  |  |
| <b>Plumbing</b>   |    |                |  |  |
| 1.Fit new vaal toilet pans.   | 3  | ea             |  |  |
| 2.Fit new hard pvc cistern with water supply, chrome stop cock and flexi connector            | 3  | ea             |  |  |
| 3.Fit new hard pvc toilet seats   | 3  | ea             |  |  |
| 4.Provide new hot and cold supplies to showers with heavy duty under tile cobra taps.         | 3  | ea             |  |  |

|   |    |                |  |  |
|---|----|----------------|--|--|
| 5. Fit new 50mm waste fitting to showers and connect to new sewer with IE outlets. (3)                                | 3  | ea             |  |  |
| 6. Fit new double lockable toilet roll holders  | 3  | ea             |  |  |
| 7. Lay new mazaic tiles in shower floors (gray)   | 4  | m <sup>2</sup> |  |  |
| 8. Fit whb vaal completewith hot and cold cobra taps, chrome stop cock and flexi connectors fitted                    | 2  | ea             |  |  |
| 9. Fit new frosted shower doors and silicone seal on inside   | 3  | ea             |  |  |
| 10. With 110mm pvc pipe and IE's, connect toilets to existing sewer. about 10m away. Item incl. a 2 way valve fitted. | 3  | ea             |  |  |
| 11. With 50mm pvc pipe take waste to gulleys  | 2  | ea             |  |  |
| 12. Fit new gulley top compl. With hopper and grid and connect to existing sewer.                                     | 2  | ea             |  |  |
| 13. Fit new chromadec gutters   | 14 | m              |  |  |
| 14. ditto for d/pipes   | 2  | ea             |  |  |
| 15. Keep site clean   | 1  | item           |  |  |
| 16. Site establishment  | 1  |                |  |  |
| GROSS TOTAL R _____   |    |                |  |  |
| 14% V.A.T. R _____  |    |                |  |  |
| AMOUNT DUE R _____  |    |                |  |  |

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**SPECIFICATION**

1. Remove two small trees (1.5) with roots completely. Apply
2. Cut indents both sides every third row – blocked indents
3. Dig in pickable soil for trenches 600mm wide and appr. 500 deep.
4. Hit level pegs and pour 1:3:5 concrete mix. (230mm thick)
5. Brick up 230mm foundation wall to suit existing floor height (Tambotie Satin FBS) with key jointing outside and cement stock inside.
6. Do filling under slab and compact properly before concrete.
7. Lay new dpc and pour concrete 25 mpa 75mm thick.
8. Brick up cavity wall till door height with (Tambotie Satin FBS ) face outside key jointed and inside cement stock. Brickforce to be fitted every 5 rows.
9. Brick up above door height till under roof 230mm cement stock incl. gable end and beam filling.
10. Build in 4mm double straining wire to tie roof trusses appr. 500mm above wall plate. (both sides)

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

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

11. Build in new steel window frames as per sketch (type E1/4 and C2FH-1) complete with b/bars and 4mm frosted window panes fitted.
12. Fit dpc under both windows and fit face brick sills outside to suit ext. brick work.
13. Build in steel d/frame 810mm and fit new fl&b door complete with 3 lever mortice lock (new entrance to outside)
14. Remove window in existing exterior wall and build in new 810mm steel d/frame as well as fitting 810mm semi hollow core door with 2 lever mortice lock.
15. Lay topping in shower floor ready for tiling. Item incl. kerb walls
16. Plaster entire stock brick surfaces with wood float and steel trowel finish.
17. Chip existing painted wall apply splash ct and plaster at new linking door suit new plaster ready for tiles.
18. Allow to fit concrete lintels over windows
19. Prepare surface and lay new Corobrick (Tuscan blend Paver) paving at new entrance side

#### PAINTER

1. Paint Ext. sills one ct black gloss.
2. Paint windows u/ct and final white gloss incl. b/bars  
(1.00 X 0,90)  
  
(0,5 X 0,60)
3. Paint extended roof grey primer and final Greacian grey roof guard.
4. Paint sprockets u/ct and final white gloss
5. Ditto for purlins
6. Paint fascias 2 cts white pva
7. Paint new ceiling bonding liquid, u/ct and final white gloss
8. Paint door and frame u/ct and final to suit existing
9. Paint Exterior walls 2 cts Dulux PVA weather guard Barely beige Code 3h1-1 to suit existing
10. Paint interior walls not tiled Barely beige wash n wear

#### TILER

1. Lay new GN553 tiles in floor 2 with alm strip fitted at door.
2. Fit new 200x 200mm white glazed tiles in toilets and showers door height

#### CARPENTER

1. New wall plate 114 x 38mm nailed to wall
2. Build and erect new 114 x 38mm gang nailed trusses at 38%
3. Fit new 50 x 75 purlins 1.2 apart.
4. Fit new IBR sheeting bended to suit existing with 65mm possidrive screws and unseal washers
5. Fit new nutec 6mm fascias at gable end
6. Allow for cutting valleys into existing roof.
7. Fit new ridging on new section
8. Fit cover flushing at gable end
9. Fit new brandering to trusses 450mm apart and fit new 4mm nutec ceiling into new area.
10. Supply and fit new toilet and shower doors semi hollow core with indicator locks
11. Provide and fit steel gate to suit existing and apply u/ct and final black gloss
12. Fit new chromadec gutter

**Plumbing**

1. Fit new vaal toilet pans.
2. Fit new hard pvc cistern with water supply, chrome stop cock and flexi connector
3. Fit new hard pvc toilet seats
4. Provide new hot and cold supplies to showers with heavy duty under tile cobra taps.
5. Fit new 50mm waste fitting to showers and connect to new sewer with IE outlets. (3)
6. Fit new double lockable tile roll holders
7. Lay new muzaic tiles in shower floors (gray)
8. Fit whb vaal complete with hot and cold cobra taps, chrome stop cock and flexi connectors fitted
9. Fit new frosted shower doors and silicone seal on inside
10. With 110mm pvc pipe and IE's, connect toilets to existing sewer. about 10m away. Item incl. a 2 way valve fitted.
11. With 50mm pvc pipe take waste to gulleys
12. Fit new gully top compl. With hopper and grid and connect to existing sewer.
13. Fit new chromadec gutters
14. ditto for d/pipes
  
15. Keep site clean
16. Site establishment

**Delivery Lead-Time from date of purchase order : \_\_\_\_\_ [days/weeks]**

**"PREVIEW COPY ONLY"**

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

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

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

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

.....  
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE  
NAME: \_\_\_\_\_  
DESIGNATION: \_\_\_\_\_  
  
REGISTERED NAME OF COMPANY: \_\_\_\_\_  
PHYSICAL ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

**"PREVIEW COPY ONLY"**

**Respondent's contact person** *[Please complete]*

|               |
|---------------|
| Name          |
| Designation : |
| Telephone :   |
| Cell Phone :  |
| Facsimile :   |
| Email :       |
| Website :     |

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to TIP-OFFS ANONYMOUS: 0800 003 056**

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

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

## Section 4 VENDOR APPLICATION FORM

*Respondents are to furnish the following documentation and complete the Vendor Application Form below:*

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details  
**[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **Certified copy** of valid Company Registration Certificate [if applicable]
9. A signed letter from your auditor or accountant confirming most recent annual turnover figures

### Vendor Application Form

|   |                             |                                |                                  |                                  |                                      |  |
|---|-----------------------------|--------------------------------|----------------------------------|----------------------------------|--------------------------------------|--|
| Company trading name  |                             |                                |                                  |                                  |                                      |  |
| Company registered name                                       |                             |                                |                                  |                                  |                                      |  |
| Company Registration Number or ID Number if a Sole Proprietor |                             |                                |                                  |                                  |                                      |  |
| Form of entity [v]  | <input type="checkbox"/> CC | <input type="checkbox"/> Trust | <input type="checkbox"/> Pty Ltd | <input type="checkbox"/> Limited | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietor |
| VAT number [if registered]                                    |                             |                                |                                  |                                  |                                      |  |
| Company telephone number                                      |                             |                                |                                  |                                  |                                      |  |
| Company fax number  |                             |                                |                                  |                                  |                                      |  |
| Company email address   |                             |                                |                                  |                                  |                                      |  |
| Company website address                                       |                             |                                |                                  |                                  |                                      |  |
| Bank name   |                             | Branch & Branch code           |                                  |                                  |                                      |  |
| Account holder  |                             | Bank account number            |                                  |                                  |                                      |  |
| Postal address  |                             |                                |                                  |                                  | Code                                 |  |
| Physical Address  |                             |                                |                                  |                                  | Code                                 |  |

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Contact person

Designation

Telephone

Email

Annual turnover range [last financial year]      < R5 m       R5 - 35 m       > R35 m

Does your company provide      Products       Services       Both

Area of delivery      National       Provincial       Local

Is your company a public or private entity      Public       Private

Does your company have a Tax Directive or IRP30 Certificate      Yes       No

Main product or services [e.g. Stationery/Consulting]

*Complete B-BBEE Ownership Details:*

% Black ownership       % Black women ownership       % Disabled Black ownership

Does your company have a B-BBEE certificate      Yes       No

What is your B-BBEE status [Level 1 to 9 / Unknown]

How many personnel does the firm employ      Permanent       Part time

*If you are an existing Vendor with Transnet please complete the following:*

Transnet contact person

Contact number

Transnet Operating Division

*Duly authorised to sign for and on behalf of Company / Organisation:*

|           |                      |             |                      |
|-----------|----------------------|-------------|----------------------|
| Name      | <input type="text"/> | Designation | <input type="text"/> |
| Signature | <input type="text"/> | Date        | <input type="text"/> |



**FOR A PERIOD OF SIX WEEK**

**ANNEXURE A : B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**4. INTRODUCTION**

- 4.1 A total of **20 points** preference points shall be awarded for B-BBEE Status Level of Contribution.
- 4.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 4.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

**5. GENERAL DEFINITIONS**

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

and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

## 6. ADJUDICATION USING A POINT SYSTEM

- 6.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 6.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 6.3 Points scored will be rounded off to 2 [two] decimal places.
- 6.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 6.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 6.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

**7. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

7.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of Points<br>[Maximum 20] |
|------------------------------------|----------------------------------|
| 1                                  | 20                               |
| 2                                  | 18                               |
| 3                                  | 16                               |
| 4                                  | 12                               |
| 5                                  | 8                                |
| 6                                  | 6                                |
| 7                                  | 4                                |
| 8                                  | 2                                |
| Non-compliant contributor          | 0                                |

*Note: Refer to Section 1 of the RFP document for further information in terms of B-BBEE ratings.*

- 7.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EME’s with B-BBEE Status Level Certificates.
- 7.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 7.4 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 7.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 7.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 7.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 7.8 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

**8. B-BBEE STATUS AND SUBCONTRACTING**

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the Close Corporation Act.

**8.2 Subcontracting:**

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

If YES, indicate:

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

**8.3 Declaration with regard to Company/Firm**

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....

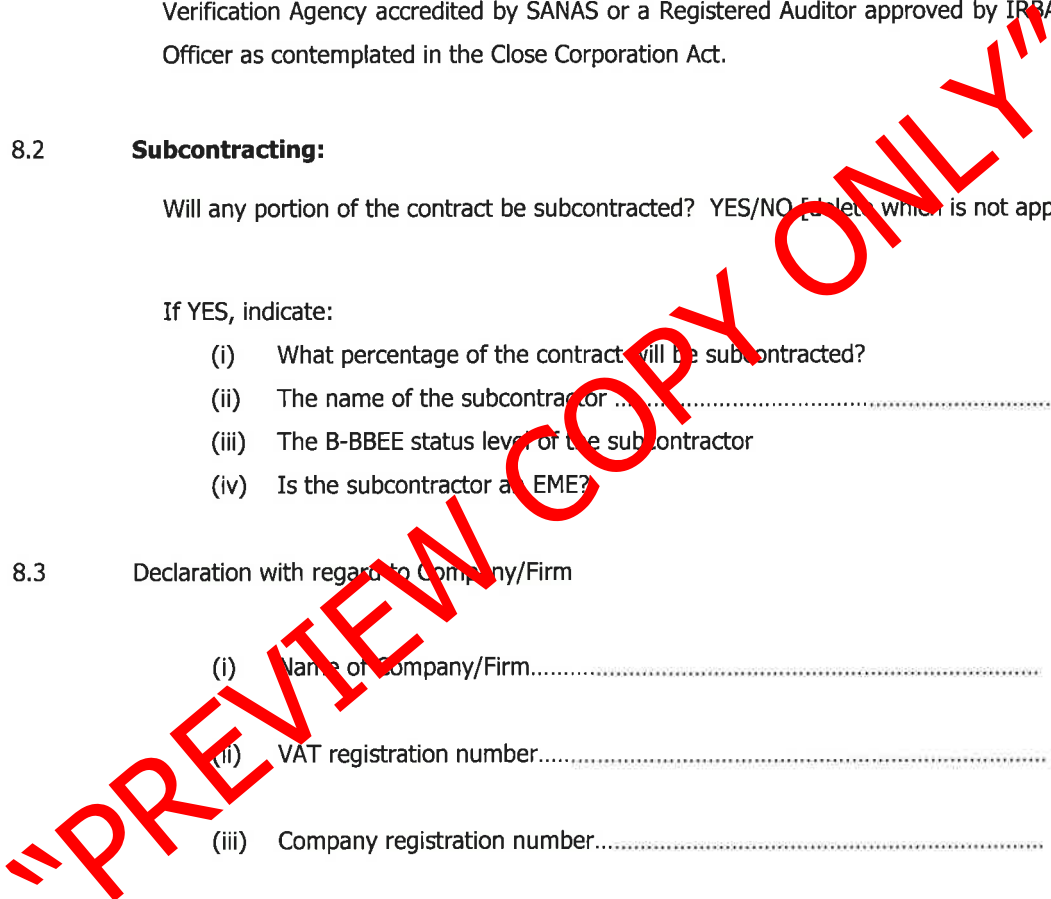
- (iv) Type of Company / Firm
  - Partnership/Joint Venture/Consortium
  - One person business/sole propriety
  - Close Corporations
  - Company (Pty) Ltd[TICK APPLICABLE BOX]

(v) Describe Principal Business Activities

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

(vi) Company Classification

- Manufacturer



- Supplier
  - Professional Service Provider
  - Other Service Providers, e.g Transporter, etc
- [TICK APPLICABLE BOX]

(vii) Total number of years the company/firm has been in business.....

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**BID DECLARATION**

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
  - (e) forward the matter for criminal prosecution.

**WITNESSES:**

1. ....

2. ....

SIGNATURE OF BIDDER

DATE:

.....  
COMPANY NAME: .....

ADDRESS: .....

.....

.....

**Appendix (i)**  
**GENERAL BID CONDITIONS - SERVICES**  
**[February 2013]**

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## 1) DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- a) **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- b) **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- c) **Day** shall mean any day other than a Saturday, Sunday or public holiday;
- d) **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- e) **RFP** shall mean Request for Proposal;
- f) **RFQ** shall mean Request for Quotation;
- g) **RFX** shall mean RFP or RFQ, as the case may be;
- h) **Services** shall mean the services required by Transnet as specified in its Bid Document;
- i) **Service Provider** shall mean the successful Respondent;
- j) **Tax Invoice** shall mean the document as required by Section 24 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- k) **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- l) **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

## 2) GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

## 3) SUBMISSION OF BID DOCUMENTS

- a) A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- b) Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- c) The Respondent's return address must be stated on the reverse side of the sealed envelope.

## 4) USE OF BID FORMS

- a) Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- b) Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.
- c) Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.





## 5) BID FEES

- a) A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- b) Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

## 6) VALIDITY PERIOD

- a) Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the RFX.
- b) Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

## 7) SITE VISIT / BRIEFING SESSION

Respondents may be requested to attend (i) a site visit when it is considered necessary to view the site prior to the preparation of Bids, or (ii) an RFX briefing session when Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

## 8) CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

## 9) COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Secretary of the relevant Acquisition Council.

## 10) UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, could be disqualified.

## 11) RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.



## 12) DEFAULTS BY RESPONDENTS

- a) If the Respondent, after it has been notified of the acceptance of its Bid fails to:
- i) enter into a formal contract when called upon to do so within such period as Transnet may specify; or
  - ii) accept an order in terms of the Bid;
  - iii) furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
  - iv) comply with any condition imposed by Transnet,
- Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.
- b) If any Respondent, who has submitted a Bid and/or concluded a contract with Transnet [hereinafter referred to as the **Service Provider**], or in the capacity of agent or subcontractor who has been associated with such Bid or contract:
- i) has withdrawn such Bid after the advertised date and hour for the receipt of Bids; or
  - ii) has, after having been notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Bid Documents; or
  - iii) has carried out any contract resulting from such Bid in an unsatisfactory manner or has breached any condition of such contract; or
  - iv) has offered, promised or given a bribe in relation to the obtaining or the execution of such contract; or
  - v) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any government department, or towards any public body, company or person; or
  - vi) has made any misleading or incorrect statement either
    - (1) in the affidavit or certificate referred to in clause 18) [*Notice to Unsuccessful Respondents*]; or
    - (2) in any other document submitted as part of its Bid submission
 and is unable to prove to the satisfaction of Transnet that
    - (a) it made the statement in good faith honestly believing it to be correct; and
    - (b) before making such statement, it took all reasonable steps to satisfy itself of its correctness; or
  - vii) caused Transnet damage, or to incur costs in order to meet the Service Provider's requirements which could not be recovered from the Service Provider;
  - viii) has litigated against Transnet in bad faith;
  - ix) has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 [five] years;
  - x) has been included as a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Bid Defaulters;
- then a Bid from any such Respondent shall be disqualified and the person, enterprise or company [including any directors] shall, subject to clause c) below, be disqualified from bidding for any Transnet business through its "blacklisting" process.



- c) Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.
- d) Any disqualification [**Blacklisting**] imposed upon any person or enterprise or company, may also apply to any other enterprise under the same or different names of disqualified persons or enterprise or company [or associates thereof] and may also be applied to any agent or employee of the person or enterprise or company concerned.

### 13) CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFX.

### 14) PRICES SUBJECT TO CONFIRMATION

- a) Prices which are quoted subject to confirmation will not be considered.
- b) Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

### 15) ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded from the matter of the award of the business.

### 16) EXCHANGE AND REMITTANCE

- a) The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- b) It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- c) The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.
- d) The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- e) Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.

16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [**VAT Act**].



## 17) ACCEPTANCE OF BID

- a) Transnet does not bind itself to accept the lowest priced or any Bid.
- b) Transnet reserves the right to accept any Bid in whole or in part.
- c) Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- d) Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

## 18) NOTICE TO UNSUCCESSFUL RESPONDENTS

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

## 19) TERMS AND CONDITIONS OF CONTRACT

- a) The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- b) Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

## 20) CONTRACT DOCUMENTS

- a) The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- b) The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- c) Should Transnet Inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Intent, shall constitute a binding contract until the final contract is signed.

## 21) LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid 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. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is



empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

## 22) IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

## 23) CONTRACTUAL SECURITIES

- a) The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [APG] and/or a performance bond [Performance Bond], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- b) The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- c) Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- d) The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] Days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- e) Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 23) will be for the account of the Service Provider.

## 24) DELETION OF ITEMS TO BE EXCLUDED FROM BID

The Respondent must delete items for which it does not wish to tender.

## 25) VALUE-ADDED TAX

- a) In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- b) In respect of foreign Services rendered:
  - i) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
  - ii) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

## 26) IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

### a) Method of Payment

- i) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.



- ii) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- iii) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- iv) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause a)i) above. Failure to comply with clause a)i) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 23) above [*Contractual Securities*].

**b) Conditional Discount**

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

**27) DELIVERY REQUIREMENTS**

**a) Period Contracts**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

**b) Progress Reports**

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

**c) Emergency Demands as and when required**

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The "*Total or Partial Failure to Perform the Scope of Services*" section in the Terms and Conditions of Contract will not be applicable in these circumstances.

**28) SPECIFICATIONS AND COPYRIGHT**

**a) Specifications**

The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

**b) Copyright**



Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Terms and Conditions of Contract.

## 29) BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

- a) Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.
- b) In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- c) When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- d) South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.
  - i) Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
  - ii) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
  - iii) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
  - iv) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.
- e) If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
  - i) funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
  - ii) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

## 30) CONFLICT WITH BID DOCUMENT

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall prevail.

**NON-DISCLOSURE AGREEMENT**

entered into by and between

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

and

\_\_\_\_\_  
 Registration Number \_\_\_\_\_

**RFQ Number: CRAC-KGC-11013**

"PREVIEW COPY ONLY"

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**THIS AGREEMENT is made between**

**Transnet SOC Ltd [Transnet]** [Registration No. 1990/000900/30]

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

**and**

\_\_\_\_\_ **[the Company]** [Registration No. \_\_\_\_\_]

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**21 INTERPRETATION**

In this Agreement:

- 21.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 21.2 **Bid** or **Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 21.3 **Confidential Information** means any information or other data relating to one party (the **Disclosing Party**) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party (the **Receiving Party**) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

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

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

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

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

## 22 CONFIDENTIAL INFORMATION

22.1 All Confidential Information given by one party to this Agreement (the **Disclosing Party**) to the other party (the **Receiving Party**) will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.

22.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

22.3 Notwithstanding clause 22.1 above, the Receiving Party may disclose Confidential Information:

- a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 22.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 22.4 below.

22.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 22.3b) above, it shall promptly notify the Disclosing Party and cooperate

with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution

22.5 of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

22.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

### **23 RECORDS AND RETURN OF INFORMATION**

23.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

23.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

23.3 The Company shall, within 7 (seven) days of receipt of a written demand from Transnet:

- a) return all written Confidential Information (including all copies); and
- b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

23.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 23.3b) above.

### **24 ANNOUNCEMENTS**

24.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.

24.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

## 25 DURATION

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

## 26 PRINCIPAL

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

## 27 ADEQUACY OF DAMAGES

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

## 28 PRIVACY AND DATA PROTECTION

28.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act (as applicable) or any amendments and re-enactments thereof and any regulations made pursuant thereto.

28.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

## 29 GENERAL

29.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

29.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

29.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

29.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

29.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts

**"PREVIEW COPY ONLY"**

---

Respondent's Signature

---

Date & Company Stamp

## ANNEXURE 1

### **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
  - (a)
  - (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:-
- (d) includes excavation work deeper than 1m; or
  - (e) 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 9 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.

5.4The 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.

5.5The 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.

5.6The 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.

5.7The 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.

8.2The 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.

8.3The 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.

**"PREVIEW COPY ONLY"**

**ANNEXURE 2**

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

\_\_\_\_\_

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

\_\_\_\_\_

8. Nature of the construction work:

\_\_\_\_\_

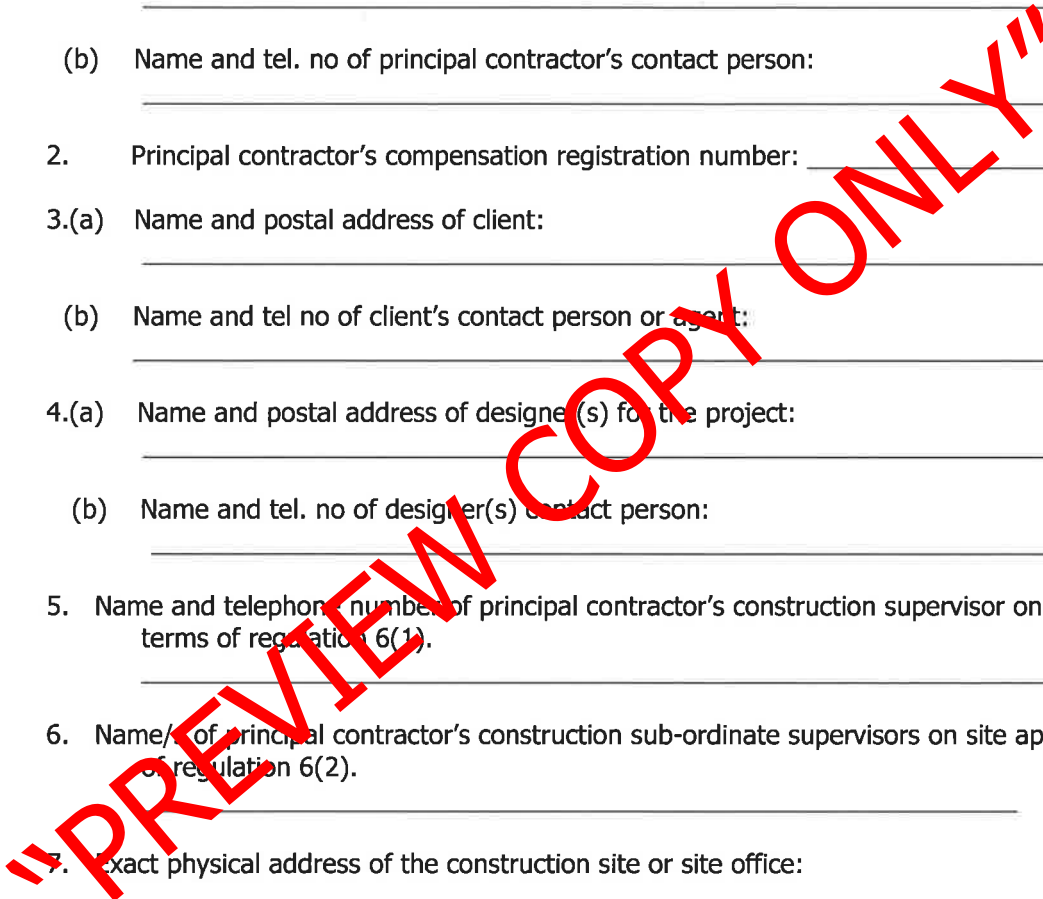
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Expected commencement date: \_\_\_\_\_

10. Expected completion date: \_\_\_\_\_



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

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

\_\_\_\_\_

13. Name(s) of contractors already chosen.

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

\_\_\_\_\_

**Principal Contractor**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Client**

\_\_\_\_\_

**Date**

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

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

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**ANNEXURE 3**

**(COMPANY LETTER HEAD)**

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

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

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

In terms of

\_\_\_\_\_ I, \_\_\_\_\_

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

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

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

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

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

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

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

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

**ACCEPTANCE OF DESIGNATION**

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

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

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

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

**ANNEXURE 4**

**(COMPANY LETTER HEAD)**

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

**DECLARATION**

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

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

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

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**ANNEXURE 5**

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

**SITE ACCESS CERTIFICATE**

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

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

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

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

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

**ACKNOWLEDGEMENT OF RECEIPT**

**Name** \_\_\_\_\_ **of** \_\_\_\_\_  
**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 :** \_\_\_\_\_



### Tenderer SHE Management System Questionnaire

This questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

**TFR may verify the accuracy of this information (where necessary) during the physical visit as part of the tender evaluation.**

|  |            |           |
|--|------------|-----------|
|  |            |           |
| The information provided in this questionnaire is an accurate summary of the company's SHE management system.  |            |           |
| Company Name:  |            |           |
| Signed:  | Name:      |           |
| Position:  | Date:      |           |
| Tender Description:  |            |           |
| Tender Number:   |            |           |
| <b>Tenderer SHE Management System Questionnaire</b>  | <b>Yes</b> | <b>No</b> |
| <b>1. SHE Policy and Management</b>  |            |           |
| - <b>Is there a written company SHE policy?</b><br>- If yes provide a copy of the policy (ANNEXURE #)  |            |           |
| - <b>Does the company have an SHE Management system e.g NOSA, OHSAS, IRCA System etc</b><br>- If yes provide details   |            |           |
| - <b>Is there a company SHE Management System, procedures manual or plan?</b><br>- If yes provide a copy of the content page(s)  |            |           |
| - <b>Are the SHE responsibilities clearly identified for all levels of Management and employees?</b><br>- If yes provide details   |            |           |
| <b>2. Safe Work Practices and Procedures</b>   |            |           |
| - <b>Are safe operating procedures or specific safety instructions relevant to its operations available?</b><br>- If yes provide a summary listing of procedures or instructions |            |           |
| - <b>Is there a SHE incident register?</b><br>If yes provide a copy  |            |           |

|   |  |  |
|---|--|--|
|   |  |  |
| <p><b>- Are Risk Assessments conducted and appropriate techniques used?</b></p> <p>- If yes provide details</p>   |  |  |
| <b>3. SHE Training</b>  |  |  |
| <p><b>Describe briefly how health and safety training is conducted in your company:</b></p>   |  |  |
| <p><b>- Is a record maintained of all training and induction programs undertaken for employees in your company?</b></p> <p>- If yes provide examples of safety training records</p> |  |  |
| <b>4. SHE Workplace Inspection</b>  |  |  |
| <p><b>- Are regular health and safety inspections at worksites undertaken?</b></p> <p>-If yes provide details</p>   |  |  |
| <p><b>- Is there a procedure by which employees can report hazards at workplaces?</b></p> <p>- If yes provide details</p>   |  |  |
| <b>5. SHE Consultation</b>  |  |  |
| <p><b>- Is there a workplace SHE committee?</b></p>   |  |  |
| <p><b>- Are employees involved in decision making over SHE matters?</b></p> <p>- If yes provide details</p>   |  |  |
| <p><b>- Are there appointed SHE representatives?</b></p> <p>- Comments</p>  |  |  |
| <b>6. SHE Performance Monitoring</b>  |  |  |
| <p><b>- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</b></p> <p>- If yes provide details</p>            |  |  |
| <p><b>- Are employees regularly provided with information on company health and safety performance?</b></p> <p>- If yes provide details</p>   |  |  |
| <p><b>Is company registered with workmen's compensation and up to date?</b></p>   |  |  |

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|  |  |  |
|--|--|--|
|  |  |  |
| - If yes provide proof of letter of good standing  |  |  |
| - <b>Has the company been fined or convicted of an occupational health and safety offence?</b> |  |  |
| - If yes provide details   |  |  |

**Safety Performance Report**

**Monthly DIFR for previous months**

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

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

-----  
 Signed  
 (Tenderer)