TRANSNET

TRANSNET FTREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ]

RFQ NO: CRAC-VEG_11555

FOR THE PROVISION OF: SUPPLY OF CRUSHER STONES AT ROOIKOP, UNION, SYBRAND, KOOKRUS, HENLEY ON KLIP,SUURBEKOM, GOUDRYK, TWEEFONTEIN,FOCJVILLE AND LKIPDRIFT

ISSUE DATE	:	**31 JANUARY 2014**
COMPULSORY BREIFING SESSION	:	**07 FEBRUARY 2014** **No. 1 Anvil Road,** **Goods Building** **Isando/Kempton Park** **1619** **7th Floor Main boardroom** **Time: 10H00**
CLOSING DATE	:	**18 FEBRUARY 2014**
CLOSING TIME	:	**10H00**

BID VALIDITY PERIOD: 90 DAYS FOR ANY RELATED TECHNICAL QUERIES, CONTACT KWELATHA TYELWANI ON 082 445 4534

"PREVIEW COPY ONLY"

Section 1
NOTICE TO BIDDERS

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

METHOD: [Hand / post and/or courier]

CLOSING VENUE: The Secretary: Transnet Acquisition Council, Ground Floor, Tender Box, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, 2001.

Responses to RFQ

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

2. BROAD-BASED BLACK ECONOMIC EMPOWERMENT & SOCIO-ECONOMIC OBLIGATIONS

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. Transnet will accordingly allow "preference" points to companies who provide a B-BBEE Accreditation Certificate. All procurement transactions will be evaluated accordingly.

Consequently, when Transnet invites prospective Service Providers to submit Proposals for its various expenditure programmes, it urges Respondents *[Large Enterprises and QSE's - see below]* to have themselves accredited in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. As from 1 October 2011 valid B-BBEE Accreditation Certificates must be issued by

Verification Agencies accredited by the South African National Accreditation System [**SANAS**]; or

Registered auditors approved by the Independent Regulatory Board of Auditors [**IRBA**], in accordance with the approval granted by the Department of Trade and Industry.

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

"PREVIEW COPY ONLY"

1.1 B-BBEE Rating

Enterprises will be rated by Verification Agencies or registered auditors based on the following:

Large Enterprises [i.e. annual turnover greater than R35 million]:

- Rating level based on all seven elements of the B-BBEE scorecard

Qualifying Small Enterprises – QSE [i.e. annual turnover between R5 million and R35 million]:

- Rating based on any four of the elements of the B-BBEE scorecard

Exempted Micro Enterprises – EME [i.e. annual turnover less than R5 million]:

- EMEs are exempted from B-BBEE accreditation
- Automatic rating of Level 4 B-BBEE irrespective of race or ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as Level 3 B-BBEE
- Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership and B-BBEE status level.
- Respondents are required to furnish proof of the above to Transnet. [i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a certificate in respect of EMEs].
- Transnet will accordingly allocate a maximum of 10/20 [ten/twenty] points in accordance with the 80/20 / 90/10 preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer Annexure A for further details].
- N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.
- [Refer Section 4, Vendor Application Form, for Returnable Documents required]
- EME's should provide documentary proof of annual turnover [i.e. annual financials signed off by an accounting officer] plus proof of Black ownership if Black ownership is greater than 50% and/or Black Women ownership is greater than 50%

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

"PREVIEW COPY ONLY"

N.B. Failure to do so will result in a score of zero being allocated for B-BBEE.

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

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

Joint Ventures and Subcontractors

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

Please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity that does not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

B-BBEE Registration

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

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

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

"PREVIEW COPY ONLY"

3. Communication

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

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: Lindani Langa

Telephone: (011) 584 1427

Email: Lindani.Langa@transnet.net

Quotations are requested from interested Respondents to supply the above-mentioned requirement to TRANSNET FREIGHT RAIL.

On or after **31/01/2014** 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, Parktown.

Tender document are collected for free.

For specific queries, please contact the TFR representative below.

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

Telephone 011 544 9486

Facsimile 011 774 9760

Email Prudence.Nkabinde@transnet.net

6 TAX CLEARANCE

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

5. VAT Registration

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

5. Legal Compliance

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

6. Changes to Quotations

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

"PREVIEW COPY ONLY"

7. Pricing

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

8. PRICES SUBJECT TO CONFIRMATION

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

9. Negotiations

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

10. 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.

11. 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/Service Provider; or make no award at all.

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

"PREVIEW COPY ONLY"

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

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

NATURE OF BREACH:

_____

_____

_____

DATE OF BREACH:

_____

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

12. 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 (CRAC- JHB 12121) to the above description and forwarded on or before (N/A) the deadline date to the following addresses: TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, Parktown.

13. Evaluation Criteria

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

Administrative responsiveness - Completeness of response and returnable documents

Substantive responsiveness – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given Technical threshold of ...%:

"PREVIEW COPY ONLY"

STAGE 1

Phase 1: Pre-qualification – Substantive Responsiveness, Mandatory document required, any bidder who fails to submit requested document will be subject to disqualification

Phase 2: Functionality / Quality Threshold minimum 70% – bidder failing to meet threshold will be overlooked.

- Compliance to Specification- in Line with scope of work and schedule of quantities.
- Capacity/Resources, Proof of qualifications in related field, electrical and C-Green.
- Risk / Safety plan (occupation health and safety act 85 of 1993
- Provide letter of good standing
- Delivery period

Commercial:

- Competitive pricing

B-BBEE status of company

- Provide BBBEE level Certification and Score Card

Weighted evaluation based on 80/20 preference point system:

- Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts[1] will be critical

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where:

Ps	=	Score for the Bid under consideration
Pt	=	Price of Bid under consideration
Pmin	=	Price of lowest acceptable Bid

- B-BBEE status of company

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

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

"PREVIEW COPY ONLY"

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

14. Validity Period

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

15. Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

16. Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

17. Disclosure of Prices Quoted

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

YES ☐ NO ☐

18. Returnable Documents

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

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

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ may result in a Respondent's disqualification. Respondents are

"PREVIEW COPY ONLY"

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 [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 2 : Quotation Form	
SECTION 3: 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	
• Certified copy of VAT Registration Certificate [RSA entities only]	
• Certified copy of valid Company Registration Certificate [if applicable]	
• Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	

"PREVIEW COPY ONLY"

TRANSNET urges its clients and suppliers to report any fraud or corruption on the part of TRANSNET's employees to

TIP-OFFS ANONYMOUS : 0800 003 056

Section 2

QUOTATION FORM

I/We_____

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

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

the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; and

any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

Price Schedule

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

"PREVIEW COPY ONLY"

7 CONTRACT DATA

8 PRICE LIST

Item	Description	U	Q	Rate	Price
A	**Rooikop 3kV Substation**				
1	Remove and lay existing crusher stones	sum	1		
2	Supply and deliver new crusher stones	m^3	22.1		
3	Compact and level the ground	m^2	221		
4	Lay new crusher stones	m^2	221		
5	P's & G's	sum	1		
A	**Total Price for Rooikop =**		**R**		
B	**VAT (14%) =**		**R**		
C	**Total =**		**R**		

"PREVIEW COPY ONLY"

9 CONTRACT DATA

10 PRICE LIST

Item	Description	U	Q	Rate	Price
B	**Union 3kV Tie station**				
1	Remove and lay existing crusher stones	sum	1		
2	Supply and deliver new crusher stones	m^3	18.3		
3	Compact and level the ground	m^2	183		
4	Lay new crusher stones	m^2	183		
5	P's & G's	sum	1		
A	**Total Price for Union =**		**R**		
B	**VAT (14% of C) =**		**R**		
C	**Gross Total (C+D) =**		**R**		

"PREVIEW COPY ONLY"

11 CONTRACT DATA

12 PRICE LIST

Item	Description	U	Q	Rate	Price
C	**Sybrand 3kV Tie Station**				
1	Remove and lay existing crusher stones	sum	1		
2	Supply and deliver new crusher stones	m^3	31.0		
3	Compact and level the ground	m^2	310		
4	Lay new crusher stones	m^2	310		
5	P's & G's	sum	1		
A	**Total Price for Meets =**		R		
B	**VAT (14% of C) =**		R		
C	**Gross Total =**		R		

"PREVIEW COPY ONLY"

13 CONTRACT DATA

14 PRICE LIST

Item	Description	U	Q	Rate	Price
D	**Kookrus 3kV Substation**				
1	Remove and lay existing crusher stones	sum	1		
2	Supply and deliver new crusher stones	m^3	30.6		
3	Compact and level the ground	m^2	306		
4	Lay new crusher stones	m^2	306		
5	P's & G's	sum	1		
A	**Total Price for Kookrus =**		**R**		
B	**VAT (14% of C) =**		**R**		
C	**Gross Total =**		**R**		

"PREVIEW COPY ONLY"

15 CONTRACT DATA

16 PRICE LIST

Item	Description	U	Q	Rate	Price
D	**Henley on Klip 3kV Substation**				
1	Remove and lay existing crusher stones	sum	1		
2	Supply and deliver new crusher stones	m^3	34.3		
3	Compact and level the ground	m^2	343		
4	Lay new crusher stones	m^2	343		
5	P's & G's	sum	1		
A	**Total Price for Henley on Klip =**		**R**		
B	**Contingency (10% of A) =**		**R**		
C	**SUB TOTAL (A+B) =**		**R**		
D	**VAT (14% of C) =**		**R**		
E	**Gross Total (C+D) =**		**R**		

"PREVIEW COPY ONLY"

17 CONTRACT DATA

18 PRICE LIST

Item	Description	U	Q	Rate	Price
E	**Fochville 3kV Substation**				
1	Remove and lay existing crusher stones	sum	1		
2	Supply and deliver new crusher stones	m^3	21.7		
3	Compact and level the ground	m^2	217		
4	Lay new crusher stones	m^2	217		
5	P's & G's	sum	1		
A	**Total Price for Fochville =**		R		
B	**VAT (14%) =**		R		
C	**Gross Total =**		R		

"PREVIEW COPY ONLY"

19 CONTRACT DATA

20 PRICE LIST

Item	Description	U	Q	Rate	Price
F	**Tweefontein 3kV Substation**				
1	Remove and lay existing crusher stones	sum	1		
2	Supply and deliver new crusher stones	m^3	95.0		
3	Compact and level the ground	m^2	950		
4	Lay new crusher stones	m^2	950		
5	P's & G's	sum	1		
A	**Total Price for Tweefontein =**		R		
B	**VAT (14%)=**		R		
C	**Gross Total =**		R		

"PREVIEW COPY ONLY"

21 CONTRACT DATA

22 PRICE LIST

Item	Description	U	Q	Rate	Price
G	**Klipdrift 3kV Substation**				
1	Remove and lay existing crusher stones	sum	1		
2	Supply and deliver new crusher stones	m^3	95.0		
3	Compact and level the ground	m^2	950		
4	Lay new crusher stones	m^2	950		
5	P's & G's	sum	1		
A	**Total Price for Klipdrift =**		R		
B	**VAT (14%) =**		R		
C	**Gross Total) =**		R		

"PREVIEW COPY ONLY"

23 CONTRACT DATA

24 PRICE LIST

Item	Description	U	Q	Rate	Price
H	**Suurbekom 3kV Tie Station**				
1	Remove and lay existing crusher stones	sum	1		
2	Supply and deliver new crusher stones	m^3	9.2		
3	Compact and level the ground	m^2	92		
4	Lay new crusher stones	m^2	92		
5	P's & G's	sum	1		
A	**Total Price for Suurbekom =**		R		
B	**VAT (14%) =**				
C	**Gross Total =**		R		

"PREVIEW COPY ONLY"

25 CONTRACT DATA

26 PRICE LIST

Item	Description	U	Q	Rate	Price
J	**Goudryk 3kV Tie Station**				
1	Remove and lay existing crusher stones	sum	1		
2	Supply and deliver new crusher stones	m^3	2		
3	Compact and level the ground	m^2	20		
4	Lay new crusher stones	m^2	20		
5	P's & G's	sum	1		
A	**Total Price for Goudryk =**		**R**		
B	**VAT (14%) =**		**R**		
C	**Gross Total =**		**R**		

Delivery Lead-Time from date of purchase order: _____ [days/weeks]

Notes to Pricing:

a) All Prices must be quoted in South African Rand, exclusive of VAT

b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

"PREVIEW COPY ONLY"

2 REFERENCES

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

NAME OF COMPANY	DESCRIPTION OF PROJECT	START /COMPLETION DATE	VALUE OF PROJECT	CONTACT PERSON	TELEPHONE

"PREVIEW COPY ONLY"

REQUEST FOR QUOTATION [RFQ]

PROPOSAL FORM

I/We_____

(name of company, close corporation or partnership)

of (full address)

_____

_____

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

_____

_____

represented

by_____

in my capacity as

_____

being duly authorized thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Goods at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of RFP documents.

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

(i) Standard Terms and Conditions of Contract Form No. US7 - Goods;

(ii) General Tender Conditions, Form CSS5 – Goods; and

(iii) any other standard or special conditions mentioned and/or embodied in the Request for Proposal form; and;-

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

Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Proposal (and, if any, its covering letter and any subsequent exchange of

"PREVIEW COPY ONLY"

correspondence) together with Transnet's letter of acceptance/intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Goods within 4 (four) weeks, Transnet may, without prejudice to any other legal remedy which it may have,

recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

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

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFP. The domicillium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Respondent

hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate domicillium citandi et executandi hereunder:

_____

_____

_____

_____

"PREVIEW COPY ONLY"

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

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

This RFQ is valid until _____ (State alternative validity period/date).

"PREVIEW COPY ONLY"

REQUEST FOR QUOTATION [RFQ]

NON-DISCLOSURE AGREEMENT

entered into by and between

TRANSNET SOC LTD
Registration Number 1990/000900/30

and

_____
Registration Number _____

CRAC-VEG-11555

"PREVIEW COPY ONLY"

TABLE OF CONTENTS

1 INTERPRETATION 28
2 CONFIDENTIAL INFORMATION 29
3 RECORDS AND RETURN OF INFORMATION 30
4 ANNOUNCEMENTS 31
5 DURATION 31
6 PRINCIPAL 31
7 ADEQUACY OF DAMAGES 31
8 PRIVACY AND DATA PROTECTION 31
9 GENERAL 32

"PREVIEW COPY ONLY"

THIS AGREEMENT is made between

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

whose registered office is at 49th 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

- **INTERPRETATION**

In this Agreement:

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

"PREVIEW COPY ONLY"

Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- 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
  - 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
  - following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- **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.

- **CONFIDENTIAL INFORMATION**
  - 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.
  - 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.
  - Notwithstanding clause ·o above, the Receiving Party may disclose Confidential Information:
    - to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause ·o 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

"PREVIEW COPY ONLY"

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

- to the extent required by law or the rules of any applicable regulatory authority, subject to clause ·o below.

- In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause ·o· 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 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.
- 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.

- **RECORDS AND RETURN OF INFORMATION**
  - The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

    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.

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

    - Return all written Confidential Information (including all copies); and
    - 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.

"PREVIEW COPY ONLY"

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

- **ANNOUNCEMENTS**

  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.

  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.

- **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.

- **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.

- **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, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

- **PRIVACY AND DATA PROTECTION**
  - 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.
  - 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.

"PREVIEW COPY ONLY"

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

12.TENDER SITE MEETING:

A COMPULSORY site information meeting will be held at the following venue:

Venue: **No. 1 Anvil Road,**
Goods Building
Isando/Kempton Park
1619
7th Floor Main boardroom
:

Time : 10H30
Date : 08 NOVEMBER 2013

The site meeting is compulsory and companies not attending will not be considered during the tender awarding process.
Contact people on sites: (KWELATHA Tel: 083 709 4594)

"PREVIEW COPY ONLY"

12.1. ATTENDANCE CERTIFICATE
This is to certify that.....
Representative/s of .....
Has/have today attended the Tender briefing in respect of the proposed:

Site information requirements

....
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 3

REQUEST FOR QUOTATION ("RFQ")

CRAC-VEG-11555

1. Description of work

1.1 The Contractor shall supply, deliver and lay crusher stones at **Fochville, Tweefontein, Klipdrift, Goudryk, Suurbekom, Rooikop, Kookrus, Union, Sybrand and Henley on Klip** 3kv DC traction substations, in accordance with Transnet Freight Rail's specification BBB 3059 Version 2 (Clause 10.5.3) under the control of the Depot Engineer, Vereeniging.

1.2 The Contractor shall remove the existing crusher stones and lay outside the substation yard fence and entrance approximately 2 mitres from the fence.

1.3 The contractor shall apply a suitable weed killer approved by Transnet Freight Rail's Project Manager in the outdoor yard unless otherwise specified. After treatment with the weed killer, a 100mm layer of 25mm to 37mm crusher stone shall be laid over the whole area of the Transnet Freight Rail high voltage outdoor yard (within the apron).

1.4 The successful tenderer shall exercise the greatest care to avoid contaminating private property

1.5 The contractor shall provide a responsible person in charge who must be with the work teams all times, as required in the BBD 8210 specification.

1.6 Attend all site meetings held by the Manager or Transnet Freight Rail representative. Such meetings shall be for the purpose of discussing progress, delays, materials, conditions, specifications, etc. The meeting will be held under the chairmanship of the Technical Officer. Delays, if any, to the approved works programme shall be minutes or otherwise recorded as Nil.

1.7 The contractor shall clean the site in which he/she will be working on.

"PREVIEW COPY ONLY"

1.8 All work will be inspected by Transnet Freight Rail and payments will be made only after work is completed to the satisfaction of Transnet Freight rail and necessary site diaries are completed and signed by Transnet Freight Rail's representative and the contractor on site.

1.9 The handover at each site will only be done when the quality of the work is certified by Transnet Freight Rail's representative.

1.10 Suitable vehicles to transport labour and appropriate tools to complete the tendered work must be provided for by the Contractor.

2. Specifications

STANDARDS

2.1 Unless otherwise specified all materials and equipment supplied shall comply with the current edition of the relevant SANS, BS, IEC or Transnet Freight Rail whichever is the latest.

2.2 The following publications are referred to in these specifications:

2.2.1 E71: Specifications for works on, over, under or adjacent to Railway lines and near High Voltage Equipment.

2.2.2 E4E: Specification for Safety Arrangement and Procedural Compliance with the occupational health and safety Act (Act 85 0f 1993) and applicable regulation.

2.3 Occupational Health and Safety Act No. 85 of 1993 (Available at Depot for referral)

2.4 Any items in accordance with other standards will be considered at the sole discretion of Transnet Freight Rail. The tenderer shall supply the details stating where the items differs from these specifications as well as supply a copy (in English) of the recognised standards specification(s) with which it complies.

"PREVIEW COPY ONLY"

2.5 CEE.0177 Code of Practice: Earth systems for electric light and power and traction installations.

2.6 CEE.0023.90: Specification for the installation of cables

2.7 CEE-MA-307: Route markers, Electrical Cable

2.8 BBB 3620: 3kV DC earthing arrangement system for high voltage outdoor yards.

2.9 CEE-TBD-7: 3kV DC earthing arrangement system of traction substation.

2.10 CEE-PK-14: Electrical cable route marker

2.11 CEE-0177-ISS-86: Code of practice, earth system for electric light and power and traction installation.

2.12 CEE-026-ISS-1.PDF: Earthing of electric power and light equipment, associated with 3kv dc electrification.

2.13 BS 5467 : Armoured cables with thermo setting Insulation for electricity supply.

2.14 SABS1339: Cross-linked polyethylene insulation of electric cables,

2.15 SANS 1019: Standard voltages, currents and insulation levels for electricity supply

2.16 SANS 1091: National Colour Standard.

2.17 SANS 1222: Enclosure for Electrical Equipment.

"PREVIEW COPY ONLY"

NOTE: Any other specifications referenced in the above mentioned specification, will be for information purposes and may be provided on request.

2.3. Occupational Health and Safety Act No. 85 of 1993 (Available at depot for referral)

3. Constraints on how the *Contractor* Provides the Works

3.1. The constraints shall be as specified in the specifications of the particular equipment.

4. Requirements for the programme

4.1.	Programme of work	: To be submitted by successful Contractor
4.2.	Format	: Bar chart
4.3.	Information	: How work is going to be executed and commissioned
4.4.	Submission	: Not Applicable
4.5.	Site diary carbon copies	: Successful Contractor to supply in triplicates
4.6.	Site instruction book copies	: Successful Contractor to supply in triplicates carbon

5. Services and other things provided by the *Employer*

5.1. Transnet Freight Rail shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.

5.2. Upon successful completion of the works to the satisfaction of Transnet Freight Rail, Transnet Freight Rail shall perform necessary protection tests and commission the equipment.

26.1 6.0 WORK TO BE DONE BY TFR

6.1 Transnet Freight Rail shall have an officer available for the issuing of work permits as and when required.

6.2 Transnet Freight Rail shall provide the safety briefing, which all staff of the contractor shall attend and of which record shall be kept.

"PREVIEW COPY ONLY"

7.0 GUARANTEE AND DEFECTS

7.1 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after inspection

7.2 The guarantee period shall be 6 months commencing on the date of completion of the contract or the date the work is handed over to Transnet Freight Rail whichever is the latest.

7.3 If urgent repairs have to be carried out by Transnet Freight Rail staff during the guarantee period, the Contractor shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.

"PREVIEW COPY ONLY"

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

"PREVIEW COPY ONLY"

Vendor Application Form

Company trading name						
Company registered name						
Company Registration Number or ID Number if a Sole Proprietor						
Form of entity [√]	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number [if registered]						
Company telephone number						
Company fax number						
Company email address						
Company website address						

Bank name		Branch & Branch code	
Account holder		Bank account number	
Postal address			
		Code	

Respondent's Signature

Date & Company Stamp

Physical Address					
				Code	
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		Designation	
Signature		Date	

"PREVIEW COPY ONLY"

7TRANSNET SOC LTD / CONTRACTORS / SUB-CONTRACTORS

CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT

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

1) That the contractor is an "employer" in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfil all his obligations as an employer in terms of the Act.

2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.

3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet SOC Ltd for this purpose, and all requirements of the contractor must rigidly comply with the permit.

4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.

5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.

6) The Health and Safety Plan shall include the following:

   6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
   6.2 The safe working methods and procedures to be implemented to ensure work are performed in compliance to the Act.
   6.3 The safety equipment, devices and clothing to be made available by the contractor to his employees.
   6.4 The site access control measures pertaining to health and safety to be implemented.
   6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.

7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.

8) The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet SOC Ltd on matters pertaining to occupational health and safety.

9) The appointed Safety Co-ordinator must liaise at least once a week with the* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet SOC Ltd.

10) The contractor shall furnish the* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet SOC Ltd immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.

"PREVIEW COPY ONLY"

11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.

12) The contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.

13) In the event where the risk assessment reveals the risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.

14) The Fall Protection Plan shall include:

    14.1 A risk assessment of all work carried out from an elevated position
    14.2 Procedures and methods to address all the identified risks per location
    14.3 Evaluation of employee's physical and psychological fitness necessary to work at elevated position.
    14.4 The training of employees working from an elevated position.
    14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.

15) The contractor shall advise the * Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet SOC Ltd of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.

16) Copies of all appointments required by the act must be given to * Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet SOC Ltd.

17) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his subcontractors Risk Assessment and Health and Safety Plan.

18) All incidents referred to in Section 24 of the Act involving the contractor and his subcontractor on Transnet SOC Ltd premises, shall be reported as prescribed. Transnet SOC Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet SOC Ltd premises.

19) No alcohol or any other intoxicating substance shall be allowed on Transnet SOC Ltd premises. The contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet SOC Ltd premises.

20) Contractor to ensure its employees undergo medical surveillance as required by legislation

21) Contractor will be required to provide monthly safety performance reports and statistics

22) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.

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

*As applicable

"PREVIEW COPY ONLY"

Tenderer OH & S Management System Questionnaire

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

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer OH&S Management System Questionnaire	**Yes**	**No**
1. OH&S Policy and Management		
- Is there a written company health and safety policy? - If yes provide a copy of the policy		
- Does the company have an OH&S Management system e.g NOSA, OHSAS, IRCA System etc - If yes provide details		
- Is there a company OH&S Management System, procedures manual or plan? - If yes provide a copy of the content page(s)		
- Are health and safety responsibilities clearly identified for all levels of Management and employees? - If yes provide details		
2. Safe Work Practices and Procedures		
- Are safe operating procedures or specific safety instructions relevant to its operations available? - If yes provide a summary listing of procedures or instructions		
- Is there a register of injury document? If yes provide a copy		
- Are Risk Assessments conducted and appropriate techniques used? - If yes provide details		

"PREVIEW COPY ONLY"

3. OH&S Training		
Describe briefly how health and safety training is conducted in your company:		
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records		
4. Health and Safety Workplace Inspection		
- Are regular health and safety inspections at worksites undertaken? -If yes provide details		
- Is there a procedure by which employees can report hazards at workplaces? - If yes provide details		
5. Health and Safety Consultation		
- Is there a workplace health and safety committee?		
- Are employees involved in decision making over OH&S matters? - If yes provide details		
- Are there employee elected health and safety representatives? - Comments		
6. OH&S Performance Monitoring		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details		
- Are employees regularly provided with information on company health and safety performance? - If yes provide details		
Is company registered with workmen's compensation and up to date? - If yes provide proof of letter of good standing		
- Has the company ever been convicted of an occupational health and safety offence? - If yes provide details		

"PREVIEW COPY ONLY"

Safety Performance Report

Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

DIFR = Number of Disabling injuries x 200000 divided by number of man hours worked for the period

Signed
(Tenderer)

"PREVIEW COPY ONLY"