



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

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

ISSUE DATE : 23 MAY 2012
CLOSING DATE : 05 JUNE 2012
CLOSING TIME : 10H00
OPTION DATE : 30 SEPTEMBER 2012

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



RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

SCHEDULE OF DOCUMENTS

Section

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



SECTION 1

RFQ NUMBER ERAC AS 0078 - 8685

TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 12 MONTHS

NOTICE TO BIDDERS

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

On or after **23 May 2012** the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Advice Centre, Inyanda House 1, Ground floor, 21 Wellington road, Parktown, Johannesburg. A non-refundable Quotation fee of **R100, 00** (inclusive of Vat) is applicable per quotation. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect **RFQ; ERAC AS 0078 - 8685** and the Company Name. Receipt/s to be presented prior to collection of the RFQ/s.

NOTE 1.1 This amount is not refundable. RFQ documents will only be available until 15h00 on 04 June 2012.

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

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

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

In the interest of fairness and transparency the said information will then be made available to the other Respondents who have collected documents. For this purpose all Respondents need to indicate their intention to respond by informing the above-mentioned Transnet employee (per email only) of their contact numbers as soon as possible but before the closing date which is **05 June 2012**.



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

RFQ No	: ERAC AS 0078 - 8685
Description	: Traction and distribution substations testing and calibration of protective device on an 'as and When' basis, period of 12 Months
Closing date and time	: 02 May 2012 at 10h00
Closing address	: (refer options paragraph 4 below)

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If posted**, the envelope must be addressed to The Secretary, Transnet Freight Rail Acquisition Council, and P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in Transnet Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.



- 4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to The Secretary, Transnet Acquisition Freight Rail and a signature obtained from that Office.

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

5. Please note that this RFQ closes punctually at 10:00 on Tuesday 05 June 2012.
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the respondent on the reverse side
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (ALTERATIONS MADE BY THE RESPONDENT TO RFQ PRICES) of the General RFQ Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

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

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act, 5 of 2000 (as amended), to companies who provide a BBBEE Accreditation Certificate. All procurement and disposal transactions in excess of R30 000 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this R30 000 will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

Respondent's Signature

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Date and Company Stamp



Transnet consequently urges Respondents (Large Enterprises and QSE's - see below) to have themselves duly accredited by any one of the Accreditation Agencies approved by SANAS (the South African National Accreditation Systems, under the auspices of the DTI).

In terms of Government Gazette No 32094, Notice No 354 dated 23 March 2009, as from 1 August 2009 only BBBEE Accreditation Certificates issued by SANSAS approved verification agencies will be valid.

However Accreditation Certificates issued before 23 March 2009, and which are still within their one (1) year validity period, will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest Codes (i.e. those promulgated on 9 February 2007)**.

BBBEE Accreditation Certificates issued after the published date i.e 23 March 2009, by a Verification Agency not approved by SANSAS, will **NOT** be acceptable as from 23 March 2009.

12.1 Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all 7 (seven) elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover between R5 million and R35 million):**
 - Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million are exempted from being rated or verified):**
 - Automatic rating of Level 4 rating, irrespective of race of ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
 - EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually from their Auditors / Accounting Officers)

12.2 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies, must state in their RFQs the percentage, of the total contract value that would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or sub-Supplier(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFQ response to enable Transnet to evaluate / adjudicate all RFQs received on a fair basis.

12.3 **Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.**

Respondent's Signature

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Date and Company Stamp



Turnover: Indicate your company's most recent annual turnover:

R.....

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership.
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rated agency.

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

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

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

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

DTI BBBEE UNIQUE PROFILE NUMBER:

.....

12.6 Failure to submit your BBBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBBEE evaluation.

13. COMMUNICATION

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing date of the RFQ, communicate with the Secretary of the TRANSNET Acquisition Council, at telephone no. 011 544 9486 or fax no. 011 774 9186 on any matter relating to its RFQ response.

14. RFQ SCHEDULE

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with Transnet representatives at a location to be agreed.

Respondent's Signature

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Date and Company Stamp



15. **INSTRUCTIONS FOR COMPLETING THE RFQ**

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Quotation.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
 - Respondent's latest BBBEE Certificate;
 - Respondent's valid Tax Clearance Certificate.

16. **COMPLIANCE**

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

17. **ADDITIONAL NOTES:**

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-RFQ negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of manufacture (works) during this process.
- All RFQ documents must be complete in full and no correction ink (Tippex) must be used.

NB: Unless otherwise expressly stated, all Quotations furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. TRANSNET reserves the right to reject any or all offers.

FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS

MAY RESULT IN A QUOTATION BEING REJECTED

Respondent's Signature

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Date and Company Stamp



18. DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. In particular, please note that Transnet reserves the right to:

- modify the RFQ's Service(s) and request Respondents to re-bid on any changes
- reject any Quotation which does not conform to instructions and specifications which are detailed herein
- disqualify Quotations submitted after the stated submission deadline
- not necessarily accept the lowest priced Quotation
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract
- preference will be given to locally based suppliers

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this Quotation, whether or not the Respondent is awarded a contract.

19. LEGAL REVIEW

Any Quotation submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet's Legal Counsel.

Respondents to complete this section:

NAME OF RESPONDENT

PHYSICAL ADDRESS

.....

Respondent's Signature

Date and Company Stamp



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

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

Respondent's Signature

Date and Company Stamp



SECTION 2

RFQ NUMBER ERAC AS 0078 - 8685

TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 12 MONTHS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

1.0 SCOPE

- 1.1 This project specification covers the requirements for the testing and calibration of all protection devices in the traction and distribution substations on an "as and when required" basis for a period of **12 months** starting time will be advised.
- 1.2 Details of the specific substation locations and electrical equipment to be tested will be provided by the depot for the specific site before work commences. The testing and calibration procedure shall comply with the required standards.
- 1.3 All relevant technical specifications will be supplied by the depot.
- 1.4 This agreement will cover testing and commissioning of substations after emergencies or planned installations.
- 1.5 The quantities for equipments to be tested will be verified or agreed upon on site between the successful Test Officer and the Project Manager or his representative.

2.0 INSTRUCTIONS AND STANDARDS

The following publications (latest edition) are referred to herein and shall apply:

- 2.1 Transnet Freight Rail specifications/instructions
 - 2.1.1 Instructions: Electrical Safety Instructions
 - Manuals: Relevant substation manuals
 - Schematic /Wiring diagrams: Relevant to specific substation.
- 2.2 SANS specifications
 - SANS 60060: High Voltage Test Techniques.



3.0 DESCRIPTION OF WORK

The Supplier shall - at the traction and distribution substations and as per the electrical equipment detailed in **Annexure 2 "TABLES FOR PROCEDURES AND PRICES"**

- 3.1 Disconnect, test, calibrate and reconnect the protection devices to the designed and relevant standards.
- 3.2 Follow test procedures that do not subject the equipment to any procedure that may be strenuous or damaging to the equipment.
- 3.3 Supply test results of all tests done on prescribed forms as per **Annexure 1**: relevant substation test books in a suitable method to ensure legible and sensible interpretation. Copies of test sheets and fault reports must be made available to depot planning and production management.
- 3.4 Assist with the identification and solution of faults where required and be available should retesting after repairs be required within an agreed to reasonable time period.
- 3.5 Ensure the correct and safe working of the equipment tested upon the completion of the testing and calibration procedures.
- 3.6 Only utilise test equipment and instruments of an acceptable standard with valid calibration certificates.
- 3.7 Commission substations after an emergency or planned work were performed in the substation. The Supplier shall be available on an "as and when" basis to test and commission substations should the need for such testing arise.

4.0 TENDERING PROCEDURES

- 4.1 Supplier shall duly fill in the attached 'Bill of Quantities'. Items not reflected in the 'Bill of Quantities', but covered in the project specification or agreed at site meetings, shall be added to the 'Bill of Quantities' by the Supplier and quoted for accordingly.
- 4.3 Suppliers shall submit qualifications of staff that will be performing the works. Only qualified technical personnel shall perform the works on the electrical equipment or installations thereof.
- 4.4 During the duration of the contract, the successful Supplier shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.
- 4.5 Suppliers shall indicate clause-by-clause compliance with the specifications. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.
- 4.6 Suppliers shall motivate a statement of non-compliance.
- 4.7 The successful Supplier shall provide a Gantt or a similar chart showing when the works will be done and energised. This chart shall be submitted to the Project Manager or Supervisor within 14 days after the award of the contract has been made to the successful Supplier.
- 4.8 Where equipment offered does not comply with standards or publications referred to in the specification, Suppliers shall state which standards apply and submit a copy in English or certified translation.



- 4.9 Suppliers shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 4.10 During the duration of the contract period, the successful Supplier shall be required to inform the Project Manager / Supervisor of any changes to equipment offered and submits detailed information on replacement equipment for approval prior to it being used on this Agreement.
- 4.11 Suppliers shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.
- 4.12 The Supplier shall respond to emergency or planned testing and commissioning of substations as requested by the Project Manager or his representatives within **48 hours** or reasonable time as agreed with Transnet.
- 4.13 The Suppliers must indicate rates for using their **test equipment** and **labour** in the provided columns under Annexure 2 of this document.

5.0 Training

- 5.1 The Supplier's team performing the tests could be required to attend a Transnet Electrical Safety Awareness Course and be authorised to supervise the contractor's staff whilst working in the substations on this contract. Transnet will organise the course and further details will be communicated to the successful Supplier.



ANNEXURE 1

SCHEDULE OF REQUIREMENTS

- 1.0 The following tables contain the equipment and the quantities to be tested and calibrated per substation.
- 2.0 At Transnet's discretion testing and calibration priorities can be shifted around and substations in the program might be replaced with ones that need more immediate attention.
- 3.0 Definitions of the abbreviations used
 - AC Disc-Primary disconnecting links
 - **PCB- Primary Circuit Breaker**
 - **SCB- Secondary Circuit Breaker**
 - **HSCB-High Speed Circuit Breaker for 3 kV DC VCB- Vacuum circuit breaker for 25 kV AC**
 - XFR – Transformer
 - Xmission Line – Transmission Line
 - O/C & EF – Overcurrent & Earth Fault.
 - REF-Restricted Earth Fault
 - CB – Circuit Breaker
 - CT – Current Transformer
 - AC E/L – Earth Leakage
 - DC- Earth Leakage
 - Batt.UVR-Battery undervoltage relays
 - EM –Earth Measurements
 - 3 kV UVR-3kV DC Undervoltage relay
 - PW-Pilot wire
 - YTG 14- Distance Protection
 - Protecta- Distance Protection
- 4.0 The Suppliers shall fill in the prices for each type of test in the columns provided.
The prices set out against each item in the schedule hereunder shall be separate for labour and the supply of instrumentation provided per item for the testing and calibration. Where new generation electronic relays are installed the Supplier shall provide the required Laptop computer complete with the applicable software.
- 5.0 Prices must exclude VAT.
- 6.0 10 % Retention Fee to Be held.



TRACTION AND DISTRIBUTION SUBSTATIONS
TESTING AND CALIBRATION OF PROTECTIVE DEVICES.
TEST RESULT DOCUMENTATION

3kV DC Substations

- BBB0342 Version 1** Test sheet for Indication instruments, Main & Auxiliary Overload relays with associated current transformers, AC Earth Leakage relay with associated current transformer, Main and Auxiliary Transformer Bucholts and temperature gauges.
- BBB0343 Version 1** Test sheet for Earth Measurements, DC earth Leakage relay, 3 KV DC under voltage Relay, 110 v Battery Under voltage relay and Wave filter equipment.
- BBB0344 Version 1** Test sheet for Trafogaurd T100 overload relay.
- BBB0345 Version 1** Test sheet for Brown Boveri Substations relays
- BBB0347 Version 1** Substation defect report.
- BBB0348 Version 1** Transformer test sheet.
- BBC9921 Version 1** Commissioning tests by contractor prior to final commissioning by Transnet freight rail.

25 kV AC Substations

- BBB0342 Version 1** Test sheet for Indication instruments, Main & Auxiliary Overload relays with associated current transformers, AC Earth Leakage relay with associated current transformer, Main and Auxiliary Transformer Bucholts and temperature gauges.
- BBB0343 Version 1** Electrical Test Laboratory EL & P Substation Test Sheet
- BBB0348 Version 1** Transformer test sheet.
- BBC9921 Version 1** Commissioning tests by contractor prior to final commissioning by Transnet freight rail.
- BBB0347 Version 1** Substation defect report.



11 kV Distribution Substation

- BBB0346 Version 1** Test sheet for Distribution Substations IDM & instantaneous overload/earth fault relays, Solkor/Translay cable protection and Frame leakage relays with associated current current transformers.
- BBB0347 Version 1** Substation defect report.
- BBB0348 Version 1** Transformer test sheet.

Schedule of traction subs, distribution subs, TSS and tie station	
Type	Name
25 kV substations	
	Hornsnek Pendoring unit A Pendoring unit B Turfgrond Burgerreg Paul Arthursview Tussenin Thabazimbi Unit A Thabazimbi Unit b Ontgun
25 kV Track sectioning stations	
	Dam Wolhuterskop Bleskop Boshoeck Hystekrand Northam Ferrogate
3 kV substations	
	Doornpoort Rant Vandermerwe Bon Accord
3 kV tie stations	
	Greenview Pretoria North
11 kV substations	
	Doornpoort Pyramid South ERS

Respondent's Signature

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Date and Company Stamp



Koedoespoort Diesel
Pretoria West
Capital Park ERS

6. GENERAL INFORMATION

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

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

7. NATIONAL RAILWAY SAFETY REGULATOR ACT

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

Accepted:

YES		NO	
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8. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet's sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier's account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
 -
 -
 -

Respondent's Signature

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Date and Company Stamp



- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days' notice to the Supplier.

Accepted:

YES		NO	
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9. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

Respondents shall indicate whether they are committed to participate in the continuous improvement initiatives of TRANSNET to reduce the overall cost of transportation within South Africa during the duration of the contract.

Accepted:

YES		NO	
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If “yes”, please specify.

Respondents must briefly describe their commitment to the continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Quotation if there is insufficient space available.

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10. RISK

Respondents must elaborate on the control measures put in place by their company, which mitigate the risk to TRANSNET, pertaining to potential non-performance by a Supplier in relation to -

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

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(ii) continuity of provision of the Service(s):

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.....
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(iii) compliance with the Occupational Health and Safety Act, 85 of 1993

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Respondent's Signature

Date and Company Stamp



11. 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	Nature of work	Value of work	Contact person	Contact details	Year completed

12. EVALUATION CRITERIA

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

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value TRANSNET's business
- Compliance to specification
- Fit For Purpose
- Risk / Safety plan
- Technical capacity / resources
- Delivery / Schedule
- BBBEE status of company

Respondent's Signature

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Date and Company Stamp



The contract will only be awarded to a tenderer who has experience in the field of provision of fire breaks in accordance to national RSA legislation (amongst others The National Veld and Forest Fire Act, Act no 101 of 1998) and rules of the applicable Fire Protection Associations (FPA's).

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

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

11. INDEMNITY CLAUSE:

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

Respondent's Signature

Date and Company Stamp



SECTION 3

RFQ NUMBER ERAC AS 0078 - 8685

TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 12 MONTHS

QUOTATION FORM

I/We _____
(name of company, close corporation or partnership)

_____ of (full address)

carrying on business under style or title of

represented by _____

in my capacity as _____

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

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

- (i) Standard Terms and Conditions of Contract, Form No. US7 – Services;
- (ii) General Tender Conditions, Form CSS5 – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

Respondent's Signature

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Date and Company Stamp



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

Should TRANSNET decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together with TRANSNET's letter of acceptance, shall constitute a binding contract between TRANSNET and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the service, within 4 (four) weeks, TRANSNET may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotation afresh and/or having to accept any less favourable Quotation.

I/We accept that any contract resulting from this offer will be for a period of 2 YEARS only; and agree to a penalty clause to be negotiated with TRANSNET, which will allow TRANSNET to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFQ

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

Respondent's Signature

Date and Company Stamp



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 Quotation may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

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

TAX (VAT) REGISTRATION NUMBER

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

TAX CLEARANCE CERTIFICATE

Respondents are required to forward a valid copy of their company's Tax Clearance Certificate with their Quotation.

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation (C.C.) on whose behalf the Quotation is submitted.

(i) Registration number of company / C.C.

(ii) Registered name of company / C.C.

(iii) Full name(s) of director/member(s)	Address/Addresses	ID Number/s
--	-------------------	-------------

Respondent's Signature

Date and Company Stamp



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REGISTRATION CERTIFICATE

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

NAME AND ADDRESS OF ACCREDITED AGENT

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services (revised August 2008).

Name
Address

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Service(s), which is either directly or indirectly related to TRANSNET's business, written approval to divulge such information will have to be obtained from TRANSNET.

DISCLOSURE OF PRICES TENDERED

Respondents must indicate here **whether TRANSNET may disclose** their tendered prices and conditions to other Respondents:

YES	
-----	--

NO	
----	--

Respondent's Signature

Date and Company Stamp



DECLARATION

Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the TRANSNET Group:

YES	
-----	--

NO	
----	--

If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

(Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from future business with TRANSNET)

PRICE REVIEW

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

 Respondent's Signature

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 Date and Company Stamp



RETURNABLE DOCUMENTS

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

Bidders – Section 1
Background overview – Section 2
Quotation Form – Section 3
Resolution of Board of Directors (Respondent's Representative) - Section 4
Certificate of Acquaintance with RFQ Documents – Section 5
Pricing - Section 6
General Tender Conditions - Form CSS5 – Section 7
Conditions of Contract - Form US7 – Section 8
Schedule of Plant and Equipment/ Fire fighting equipment available – Section 9
E4B – Minimum Communal Health Requirements – Section 10
E4E – Safety arrangements and Procedural compliance – Section 11
BBD8210 Version 1 – E7/1 - Specification for general work and works on, over, under or adjacent railway lines and near high voltage equipment – Section 12
Supplier code of conducts – Section 13
Non-Disclosure Agreement – Section 14
Tender safety clauses and questionnaire – Section 15
Supplier Declaration Forms (SDF) – Section 16
Risk / Safety Plan
Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)
Certified Copy of Identity document of Shareholders/Directors/Members (where applicable)
Certified Copy of Certificate of Incorporation and CM29/ and C/CK2 (if CC)
Certified Copy of Share Certificates of Shareholders, CK1
A Letter with the company's letterhead confirming physical and postal addresses
Original or certified copy of SARS Tax Clearance Certificate and VAT registration certificate
A Signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accrediting agency (ABVA Member)
Audited Financial statement for previous year
BBBEE Accreditation Certificate
Letter of Good Standing with the Compensation Commissioner
Safety plan and Fall Protection Plan in accordance with the Construction Regulations of 2004
Transnet's E4E

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



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

SIGNED a _____ this _____ day of _____ 2012.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME:

DESIGNATION:

Respondent's Signature

Date and Company Stamp



SECTION 4

RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

Name of Company_____

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

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

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

FULL NAME_____

SIGNATURE CHAIRMAN

FULL NAME_____

SIGNATURE SECRETARY



SECTION 5

RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognize no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2012.

WITNESS : _____

SIGNATURE OF RESPONDENT



SECTION 6
RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

PRICING SCHEDULE

SCHEDULE OF QUANTITIES AND PRICES

SCHEDULE OF WORK AND PRICES					
	Description	Qty	Unit	RATE YEAR 1	TOTAL AMOUNT
A1	11 kV Substations				
1	Test and commission 11kV switchgear complete as per test sheet BBB 0346 version 1	Sum	1		
2	Test and commission AC/DC control panel including cabling as per test sheet BBB 0346 version 1	Sum	1		
3	Test and commission main transformer as per test sheet BBB 0348 version 1	Sum	1		
4	Test and commission substation earthing complete	Sum	1		
5	Complete BBB 0347 version 1	Sum	1		
6	Test and commission 110V battery charger including batteries complete	Sum	1		
7	Test and commission PCB including control cables complete	Sum	1		
8	Test and commission L/A complete	Sum	1		
NB: PRICE PER UNIT MUST BE COMPLETED. FAILURE TO DO SO MAY DISQUALIFY YOUR TENDER.		Gross Total			
		VAT (14%)			
		Total Due			

Respondent's Signature

Date and Company Stamp



SCHEDULE OF WORK AND PRICES					
	Description	Qty	Unit	RATE YEAR 1	TOTAL AMOUNT
A2	3 kV Substations				
1	Complete BBB 0347	Sum	1		
2	Test and commission current transformers	Sum	1		
3	Test and commission PCB and control panel complete	Sum	1		
4	Test and commission L/A complete	Sum	1		
5	Test and commission main transformer according to test sheet BBB 0348 version 1	Sum	1		
6	Test and commission rectifier complete	Sum	1		
7	Test and commission 3kV HSCB and control panel complete	Sum	1		
8	Test and commission 110 V battery charger and batteries complete	Sum	1		
9	Test and commission substation earthing complete	Sum	1		
10	Test and commission protection relays and equipment according to BBB 0342 version 1 and BBB 0343 version 1	Sum	1		
6	Test and commission 110V battery charger including batteries complete	Sum	1		
7	Test and commission PCB including control cables complete	Sum	1		
8	Test and commission L/A complete	Sum	1		
NB: PRICE PER UNIT MUST BE COMPLETED. FAILURE TO DO SO MAY DISQUALIFY YOUR TENDER.		Gross Total			
		VAT (14%)			
		Total Due			

Respondent's Signature

Date and Company Stamp



SCHEDULE OF WORK AND PRICES					
	Description	Qty	Unit	RATE YEAR 1	TOTAL AMOUNT
A3	3 kV Tie- Stations				
1	Complete BBB 0347	Sum	1		
2	Test and commission 3kV HSCB and control panel complete	Sum	1		
3	Test and commission 110 V battery charger and batteries complete	Sum	1		
4	Test and commission substation earthing complete	Sum	1		
3	Test and commission PCB and control panel complete	Sum	1		
NB: PRICE PER UNIT MUST BE COMPLETED. FAILURE TO DO SO MAY DISQUALIFY YOUR TENDER.		Gross Total			
		VAT (14%)			
		Total Due			

Respondent's Signature

Date and Company Stamp



SCHEDULE OF WORK AND PRICES					
	Description	Qty	Unit	RATE YEAR 1	TOTAL AMOUNT
A4	25 kV Substations				
1	Test and commission current transformer complete	sum	1		
2	Test and commissioning of Voltage transformer complete	sum	1		
3	Test and commissioning of L/A complete	sum	1		
4	Test and commission main transformer according to BBB 0348 version 1	sum	1		
5	Test and commission VCB and control panel complete	sum	1		
6	Complete test sheet BBB 0347	sum	1		
7	Test and commission substation protection equipment and relays BBB 0342 version 1	sum	1		
8	Test and commission substation earthing complete	sum	1		
3	Test and commission PCB and control panel complete	Sum	1		
NB: PRICE PER UNIT MUST BE COMPLETED. FAILURE TO DO SO MAY DISQUALIFY YOUR TENDER.		Gross Total			
		VAT (14%)			
		Total Due			

Respondent's Signature

Date and Company Stamp



SCHEDULE OF WORK AND PRICES					
	Description	Qty	Unit	RATE YEAR 1	TOTAL AMOUNT
A5	25 kV Track Sectioning Stations				
1	Test and commission VCB and control panel complete	Sum	1		
2	Complete test sheet BBB 0347	Sum	1		
3	Test and commission substation earthing complete	Sum	1		
NB: PRICE PER UNIT MUST BE COMPLETED. FAILURE TO DO SO MAY DISQUALIFY YOUR TENDER.		Gross Total			
		VAT (14%)			
		Total Due			

* ACCOMMODATION & TRAVELLING COST'S MUST BE INCLUDED IN ABOVE PRICE'S*

Respondent's Signature

Date and Company Stamp



SCHEDULE OF WORK AND PRICES					
	Description	Qty	Unit	RATE YEAR 1	TOTAL AMOUNT
A6	Additional Maintenance Cost's (Call Outs)				
1.	Accommodation Costs Per night				
2.	Travelling Cost Per KM				
3.	Unit Rate Minor Repair Work				
NB: PRICE PER UNIT MUST BE COMPLETED. FAILURE TO DO SO MAY DISQUALIFY YOUR TENDER.		Gross Total			
		VAT (14%)			
		Total Due			

Respondent's Signature

Date and Company Stamp



	TOTAL PRICE FOR	
A1.	11 kV Substations	R
A2.	3 kV Substations	R
A3.	3 kV Tie- Stations	R
A4.	25 kV Substations	R
A5.	25 kV Track Sectioning Stations	R
A6.	Additional Maintenance Cost's (Call Outs)	R
TOTAL TENDER PRICE		R
14 % VAT		R
TOTAL DUE		R

Respondent's Signature

Date and Company Stamp



SECTION 7

RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

Respondent's Signature

Date and Company Stamp



SECTION 8

RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE SUPPLY OF SERVICES TO TRANSNET

Refer Form US7 attached hereto.



SECTION 9

RFQ NUMBER ERAC AS 0078 - 8685

TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 12 MONTHS

SCHEDULE OF PLANT

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

(i) Plant immediately available for work tendered for :

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

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



SECTION 10

RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.



RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

SPECIFICATION E4.B
(November 1996)

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

1. CAMPS

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

Respondent's Signature

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Date and Company Stamp



2. HOUSING

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

3. WATER SUPPLY AND ABLUTION FACILITIES

- 3.1 The Contractor shall ensure that an adequate and conveniently situated supply of potable water is provided.
- 3.2 Separate buildings for ablution facilities shall be provided. Where approval has been obtained for the housing of both males and females, separate facilities for each sex shall be provided. The proportion shall be 1 cubicle for 20 persons.
- 3.3 Waste water shall be hygienically disposed of.

4. SANITATION

Respondent's Signature

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Date and Company Stamp

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

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

- 4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.

- 4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.

- 4.4 Labour shall be employed on camp sanitation duties on the following basis:-

4.4.1 Where the number of persons living at the camp is 20 or less - one unit.

4.4.2 For additional numbers over 20 living at the camp - one unit per 100 or part thereof.

- 4.5 Unless refuse is removed by a competent authority, it shall be disposed of in pits and covered over daily with a layer of earth or ash of sufficient thickness to prevent depredations by rodents and the breeding of flies.

- 4.6 Adequate measures shall be taken against all vermin and insects responsible for the spread of disease. Any instructions of a competent health authority shall be carried out promptly and implicitly.

- 4.7 Buildings and bedboards shall be treated whenever necessary with an approved insecticide.

- 4.8 The Contractor shall permit and facilitate inspection of the camp and structures on the site by the staff of Transnet or any other competent authority, and shall comply with any reasonable request by such staff or any other competent authority to eliminate any unsanitary condition.

- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Technical Officer.

- 4.10 The keeping of animals of any sort is not permitted.

- 4.11 The Contractor shall have on hand at the camp the necessary tools, disinfectants and cleaning materials to maintain and clean the sanitary facilities.



5. **RATIONS**

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

P02b-06 (JLH)

"Preview Copy Only"

Respondent's Signature

Date and Company Stamp



SECTION 11

RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

Respondent's Signature

Date and Company Stamp



TRANSNET LIMITED

E.4E Transnet (Jan 2004)

(Registration no. 1990/000900/06)

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

1. General

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

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;

Respondent's Signature

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Date and Company Stamp



- (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

2.3 **“competent person”** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;

2.4 **“contractor”** means principal contractor and “subcontractor” means contractor as defined by the Construction Regulations, 2003.

2.5 **“fall protection plan”** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;

2.6 **“health and safety file”** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;

2.7 **“Health and Safety Plan ”** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;

2.8 **“Risk Assessment”** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

2.9 **“the Act”** means the Occupational Health and Safety Act No. 85 of 1993.

3. **Procedural Compliance**

3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-

- (a) includes the demolition of a structure exceeding a height of 3 metres; or
- (b) includes the use of explosives to perform construction work; or
- (c) includes the dismantling of fixed plant at a height greater than 3m,

and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will

involve more than 300 person days of construction work and if the construction work:-



- (a) includes excavation work deeper than 1m; or
 - (b) includes working at a height greater than 3 metres above ground or a landing.
- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Transnet's safety requirements and procedures.

4. Special Permits

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

5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;



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

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

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

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

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

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

forming part of the Contract and



- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

- 5.4 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.

The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.



6.3 The fall protection plan shall include:-

- (a) A Risk Assessment of all work carried out from an elevated position;
- (b) the procedures and methods to address all the identified risks per location;
- (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
- (d) the training of employees working from elevated positions; and
- (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

The Contractor and the Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

8. Health and Safety File

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

E.4E Transnet (Jan 2004)



ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

2. Principal contractor's compensation registration number: _____

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

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

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

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

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

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

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

8. Nature of the construction work: _____

9. Expected commencement date: _____

Respondent's Signature

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Date and Company Stamp



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.**

E.4E Transnet (Jan 2004)

Respondent's Signature

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Date and Company Stamp



ANNEXURE 2

(COMPANY LETTER HEAD)

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

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In _____ terms _____ of _____
_____ I, _____
representing the Employer) do hereby appoint _____

As the Competent Person on the premises
at _____

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

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

Date : _____

Signature :- _____

Designation :- _____

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Respondent's Signature

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Date and Company Stamp



ACCEPTANCE OF DESIGNATION

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

Date : _____

Signature :- _____

Designation :- _____



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ANNEXURE 3

(COMPANY LETTER HEAD)

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

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

Signature :- _____

Date : _____



E.4E Transnet (Jan 2004)

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

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

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

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

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

Signed : _____ Date : _____
TECHNICAL OFFICER

ACKNOWLEDGEMENT OF RECEIPT

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

Name : _____ Designation : _____

Signature : _____ Date : _____



SECTION 12

RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

**SPECIFICATION FOR GENERAL WORK AND WORKS ON, OVER, UNDER OR
ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT**

Refer Form BBD8210 Version 1 (E7/1) attached hereto.

Respondent's Signature

Date and Company Stamp



SECTION 13

RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

SUPPLIERS CODE OF CONDUCT

Refer attached hereto.

Respondent's Signature

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Date and Company Stamp



SECTION 14

RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

NON-DISCLOSURE AGREEMENT

Refer attached hereto.

Respondent's Signature

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Date and Company Stamp



SECTION 15

RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

TENDER SAFETY CLAUSES AND QUESTIONNAIRE

Refer attached hereto.

Respondent's Signature

Date and Company Stamp



TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS

CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT

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

- 1) That the contractor is an “employer” in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Limited for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
 - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
 - 6.2 The safe working methods and procedures to be implemented to ensure work is performed in compliance to the Act.
 - 6.3 The safety equipment, devices and clothing to be made available by the contractor to his employees.
 - 6.4 The site access control measures pertaining to health and safety to be implemented.
 - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet Limited.

Respondent's Signature

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Date and Company Stamp

- 10) The contractor shall furnish the * Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet Limited immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) The Fall Protection Plan shall include:
 - 14.1 A risk assessment of all work carried out from an elevated position
 - 14.2 Procedures and methods to address all the identified risks per location
 - 14.3 Evaluation of employees physical and psychological fitness necessary to work at elevated position.
 - 14.4 The training of employees working from an elevated position.
 - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The contractor shall advise the * Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet Limited of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 16) Copies of all appointments required by the act must be given to * Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet Limited.
- 17) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his subcontractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the contractor and his subcontractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet Ltd premises.
- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.
- 20) Contractor to ensure its employees undergo medical surveillance as required by legislation
- 21) Contractor will be required to provide monthly safety performance reports and statistics
- 22) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 23) All clauses in the contract pertaining health and safety forms an integral part of the contract and if not complied with may be construed as breach of contract.



*As applicable

Tenderer OH & S Management System Questionnaire

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

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
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		

Respondent's Signature

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Date and Company Stamp

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		
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		

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)

Respondent's Signature

Date and Company Stamp



SECTION 16

RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

Clause To Clause Compliance
(Very Important)

Respondent's Signature

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Date and Company Stamp



CLAUSE BY CLAUSE COMPLIANCE SCHEDULE.

The compliance response is to contain **ONLY** the following statements: “Noted”, “Comply”, “Partial Compliance” or “Do not comply”.

“Noted” is to be applied against statements and “Comply” for the responses for other clauses. Where either “Partial Compliance” or “Do not comply” are applied, remarks as to the reason for the deviation from the requirement are required.

Clause	Compliance response	Explanation / Deviation / Reason
2.0 INSTRUCTIONS AND STANDARDS		
2.1		
2.1.1		
2.2		
3.0 DESCRIPTION OF WORK		
3.1		
3.2		
3.3		
3.4		
3.5		
3.6		
3.7		
4.0 TENDERING PROCEDURES		

Respondent's Signature

Date and Company Stamp



Clause	Compliance response	Explanation / Deviation / Reason
4.1		
4.2		
4.3		
4.4		
4.5		
4.6		
4.7		
4.8		
4.9		
4.10		
4.11		
4.12		
4.13		

Respondent's Signature

Date and Company Stamp



Clause	Compliance response	Explanation / Deviation / Reason
5.0 TRAINING		
5.1		
ANNEXURE 1		
1.0		
2.0		
3.0		
4.0		
5.0		

Respondent's Signature

Date and Company Stamp



SECTION 17

RFQ NUMBER ERAC AS 0078 - 8685

**TRACTION AND DISTRIBUTION SUBSTATIONS TESTING AND CALIBRATION OF
PROTECTIVE DEVICES ON AN 'AS AND WHEN' REQUIRED BASIS
FOR A PERIOD OF 12 MONTHS**

SUPPLIER DECLARATION FORM

Refer attached hereto.

Respondent's Signature

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Date and Company Stamp



Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

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

NB:

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

IMPORTANT NOTES:

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

Respondent's Signature

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Date and Company Stamp



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

Regards,
Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*

"Preview Copy Only"



Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address							Code
Physical Address							Code
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate			Yes	No			
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ			Permanent	Part time			
Transnet Contact Person							
Contact number							
Transnet operating division							
Duly Authorised To Sign For And On Behalf Of Firm / Organisation							
Name				Designation			
Signature				Date			

Respondent's Signature

Date and Company Stamp



Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

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

2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(* - Minimum requirements)

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

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

2.3	Where are your operating/distribution centres situated *	

Respondent's Signature

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Date and Company Stamp



3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

(* - Minimum requirements)

3.1	Did the firm previously operate under another name? *		
YES		NO	

3.2	If Yes state its previous name:*
Registered Name	
Trading Name	

3.3	Who were its previous owners / partners / directors?*
SURNAME & INITIALS	ID NUMBERS

3.4	List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *							
SURNAME & INITIALS	IDENTITY NUMBER	CITIZENSHIP	HDI	DIS – ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

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

3.6	List details of firms personnel who have an ownership interest in another firm: *
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Respondent's Signature

Date and Company Stamp

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

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

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

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

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

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

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

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

4.2.4	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *		
YES		NO	

4.2.5	If yes (above) kindly provide the following information:					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL

Respondent's Signature

Date and Company Stamp

Permanent						
Part Time						

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

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

4.2.8	Are any of your family members employees of Transnet?		
YES		NO	

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



Internal Transnet Departmental Questionnaire (for office use only)

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

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

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

a) What is being procured from the supplier?			
i. Products only	Yes	No	
ii. Services only	Yes	No	
iii. Labour only	Yes	No	
iv. Mix of services and	Yes	No	
v. Mix of services and labour	Yes	No	

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

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

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

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

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

Tel No:	Fax
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Respondent's Signature

Date and Company Stamp



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

Respondent's Signature

Date and Company Stamp