



FREIGHT RAIL
An Operating Division of
TRANSNET LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER ERAC 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

ISSUE DATE : 16 APRIL 2012
CLOSING DATE : 02 MAY 2012
CLOSING TIME : 10H00
OPTION DATE : 31 AUGUST 2012

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



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FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

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. Certificate of Attendance of RFQ Briefing
10. Schedule of Plant
11. E4B – Minimum Communal Health Requirements
12. E4E - Safety arrangements and Procedural compliance
13. BBD8210 Version 1 – E7/1 - Specification for general work and works on, over, under or adjacent to railway lines and near high voltage equipment
14. Suppliers Code of Conduct
15. Non-Disclosure Agreement
16. Tender safety clauses and questionnaire
17. PCI ~ Procedure Manual
18. Supplier declaration form



SECTION 1

RFQ NUMBER ERAC 80B6978 - 8560

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, NELSPRUIT

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 **16 April 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 80B 6978 - 8560** 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 24 April 2012.

2. A **compulsory** information briefing session will be conducted at Transnet Freight Rail, Andrew Street, Infrastructure Depot, Maroela Boardroom, Nelspruit, on the **25 April 2012, at 10h00**. Contact Person Joel Moifo 013 752 9249 / 083 501 7468.
 - Respondents failing to attend the compulsory information briefing session will be disqualified.
 - Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.
 - Respondents to provide own transportation

The briefing session will start punctually at 10h00 and Respondents arriving late will not be accommodated.

For specific queries before the closing of the RFQ, the following Transnet Freight Rail employee(s) may be contacted by email only:

Name	:	Anneline Scholtz
Division	:	Transnet Freight Rail, (SCS) Procurement
Email	:	anneline.scholtz@transnet.net

2. 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 80B 6978 - 8560
Description	: Burning of Firebreaks in the Rail Reserve on Transnet Freight Rail Property in the Geographical area controlled by the Depot Engineer, Nelspruit
Closing date and time	: 02 May 2012 at 10h00
Closing address	: (refer options paragraph 4 below)

3. **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**

4. Please note that this RFQ closes punctually at 10:00 on Tuesday 02 May 2012.
5. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
6. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
7. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
8. 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.
9. 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
10. 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).

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 BBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.

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 BBEE 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 BBEE 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' BBEE credentials.

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

DTI BBEE UNIQUE PROFILE NUMBER:
.....

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

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.

Respondent's Signature

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Date and Company Stamp



<p style="text-align: center;">FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS MAY RESULT IN A QUOTATION BEING REJECTED</p>

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.

Respondent's Signature

Date and Company Stamp



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 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 80B6978 - 8560

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, NELSPRUIT

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

PART A

A1. SCOPE OF WORK

This contract covers the burning of firebreaks in the rail reserve on Transnet Freight Rail property in the geographical area controlled by the Depot Engineer, **NELSPRUIT**, to the extent that area(s) treated in terms of this contract are rendered, free of vegetation capable of spreading fire from Transnet Freight Rail property as defined, for the periods specified herein.

The performance due by the Supplier shall include any work arising from or incidental to the above or required of the Supplier for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.

The Supplier shall obtain his/her own information regarding species, occurrence and extent of vegetation in the area and topography where firebreaks are to be provided in order to comply with the required standards.

A2. SUFFICIENCY OF TENDER

A2.1 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).

A2.2 A Site Inspection Certificate (E4A ~ Section 9) signed by the Technical Officer or his/her deputy (compulsory), must be submitted with the tender, and the submission thereof will be deemed to indicate the Supplier's acquaintance with the occurrence and extent of species of vegetation and topography of the area / areas where firebreaks are to be provided and all aspects that will and/or may affect such provision and costs thereof.

A3. DURATION OF CONTRACT

The work provides for the preparation and burning of firebreaks over a 2 year period every autumn commencing on the date of notification of acceptance of tender with Transnet Freight Rail and completed before 31 July of the specific year.



A4. COMPLIANCE WITH STATUTES

- A4.1 The Supplier's procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:
- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
 - b) The Hazardous Substance Act (Act 15 of 1973) as amended.
 - c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
 - d) The Environmental Conservation Act (Act 73 of 1989).
 - e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
 - f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
 - g) Common law of nuisance.
 - h) Mountain Catchment Area Act (Act 63 of 1970).
 - i) The National Veld and Forest Fire Act (Act 101 of 1989)
- A4.2 The Supplier's authorised representative on site shall be a **registered Pest Control Operator**, specialising in the field of **weed control** and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. A registered Pest Control Operator shall be in direct control of work taking place on site.

A5. GENERAL

Notwithstanding what is stated in clause 8 of the Transnet General Tender Conditions – Service Form CSS5 (Revised August 2008), Tenderers are required to tender for all the areas quoted in the Schedule of Quantities and Prices, if possible. Transnet Freight Rail may conclude one or more contracts as a result of this tender.

A6. GUARANTEES

- A6.1 The security referred to in clause 14 of the Transnet General Tender Conditions – Service Form CSS5 (Revised August 2008) shall be equal to five / ten percent (5 % /10%) of the total contract value and shall be provided before any work is carried out.
- A6.2 Retention money will not be deducted from payments.

A7. TO BE PROVIDED BY TRANSNET FREIGHT RAIL

The following material, equipment and services will be provided free of charge by Transnet Freight Rail where required:

- A7.1. Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Supplier shall be responsible for all work and equipment needed to fill the water trucks from the water points provided and to ensure that the water is suitable for its intended use.



A7.2 Inspections of the areas of work by motor trolley may be arranged with the Technical Officer, but will have to coincide with normal track inspections carried out by the inspection /technical staff of the Depot. The Technical Officer shall be given timeous notice (4 calendar weeks) of the Supplier's intention to inspect.

A8. CARE OF EQUIPMENT PROVIDED BY TRANSNET FREIGHT RAIL

In the event of any equipment being provided by Transnet Freight Rail such equipment shall be used in the most careful and economical way and the Supplier shall take all necessary care to prevent loss or damage.

A9. TO BE PROVIDED BY THE SUPPLIER

A9.1 In addition to all labour materials, plant, equipment and incidentals needed to complete the work, the Supplier shall provide all accommodation and toilet facilities for his/her employees.

The Supplier shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.

A9.3 The Supplier shall appoint at each work site a person whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic. The personnel of the Supplier shall at all times, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue and preferably bear the name of the Supplier's company. Should the Supplier wish to use another colour this must first be cleared with the Technical Officer or his/her deputy.

An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Supplier and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

The Supplier shall make available employees to be trained, certificated and used as lookouts / sentries when required. The training shall be done at no charge to the Supplier.

A10. SCHEDULE OF QUANTITIES AND PRICES

A10.1 The quantities in the schedule of quantities and prices are estimated and may be more or less than stated. The Supplier shall submit with his/her tender a complete and detailed priced schedule (prepared in black ink pen) for the Works.

A10.2 Each item shall be priced by the Tenderer. If the Supplier has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

The absence of stated quantities in the schedule is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of tenders.



A10.3 The short descriptions of the items in the schedule are for identification purposes only. The Transnet General Tender Conditions – Service Form CSS5 (Revised August 2008) together with the Special Conditions of Contract and Specifications shall be read in conjunction with the schedule, and in so far as they have any bearing, shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Supplier in the schedule of quantities and prices.

A11 CONTRACT PRICE ADJUSTMENT FORMULA

A11.1 This contract will not be subjected to Price Adjustment and / or Escalation.

A12. EVALUATION OF TENDERS

A12.1 “Time value of money” methodology and principles will be used in evaluation of tenders.

A12.2 Tenderers may submit alternatives to the methods of firebreaks provision described herein. Such alternatives as well as the materials, methods which the Supplier propose the use, programmes and Transnet Freight Rail resources for the contract, will be considered during evaluation of tenders.

A12.3 The Tenderer shall submit as part of his/her tender, all relevant details of his/her production rate, water usage and any other information needed to enable the tender to be evaluated as described above.

A13. SITE MEETINGS

The Supplier shall attend site meetings when required. These meetings will be held under the chairmanship of the Technical Officer or his/her deputy. When sub-contractors are required to attend, the Supplier shall ensure their attendance.

A14. SITE BOOKS

A14.1 A Site Instruction Book shall be provided by the Supplier, such a book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked “Site Instruction Book”.

A14.2 The site diary shall be clearly marked “Day Book”. At the end of each day a line shall be drawn below the last entry of the day and both the Supplier and Technical Officer or his/her deputy shall sign across the line. If no entry was made, a “NIL” return must be entered and signed. Any claim arising from delays, which cannot be substantiated by reference to the site diary will not be considered.

A14.3 This site diary shall serve as a daily record of all relevant information concerning herbicide application as required in terms of section 16 of Act 36 1947, and as a daily record of prevailing weather conditions on site i.e. wind speed and humidity, Fire Danger Index as obtained from the FPA (10h00 and 14h00 readings), daily burning permit number and any other information pertinent to the making of fire breaks. Copies of daily burning permit shall be pasted into the site book.



- A14.4 Only persons authorised in writing by the Technical Officer or Supplier may make entries in the site books.
- A14.5 Receipt of materials supplied by Transnet Freight Rail shall be recorded in the "Site Book".
- A14.6 On completion of the contract the Site Book / Site Books shall be returned to the Technical Officer managing the contract on behalf of Transnet Freight Rail

A15. INFORMATION TO BE PROVIDED WITH TENDER

The Tenderer shall submit the following information at the time of tendering:

- A15.1 Full description:
- of the plant and methods of work to be used,
 - detailed daily work rates of the team / teams and equipment to be used to execute the work
 - precautions to be implemented to prevent fires spreading to adjoining property,
 - fire fighters that will be on site at any given time,
 - fire fighting equipment available to him/her for all aspects of the work required to ensure performance as specified.
- A15.2 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.
- A15.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- A15.4 The Schedule of Quantities and Prices must be completed in full.
- A15.5 An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- A15.6 **Copies of the certificates issued by the Department of Agriculture to certify that the tenderer or his/her representatives are pest control operators in terms of Act 36 of 1947, as stipulated under clause A4.2, must be submitted if the Supplier intends applying herbicides.**
- A15.7 The Supplier shall not depart from the minimum procedures or material usage tendered, without approval from the Technical Officer.

A16. PENALTIES FOR LATE COMPLETION

The provisions pertaining to "penalties for late completion" shall not apply to this contract.

Respondent's Signature

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Date and Company Stamp



PART B

B1. SCOPE

B1.1 The scope of the work consists of the provision of firebreaks on Transnet Freight Rail property along the rail right of way between the boundary fences in the following sections, according to the schedule of quantities:

- (a) Goedgeluk - Nelspruit
- (b) Nelspruit – Kaapmuiden
- (c) Kaapmuiden - Komatipoort
- (d) Komatipoort – Mozambique Border
- (e) Kaapmuiden - Baberton
- (f) Kaapmuiden - Hoedspruit
- (g) Nelspruit - Graskop
- (h) Citrus – Plaston
- (i) Hoedspruit – Phalaborwa
- (j) Komatipoort – Swaziland border

B1.2 This part covers the techniques, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the provision of firebreaks required in terms of the contract.

B1.3 The essence of the contract is that Transnet Freight Rail requires the provision of firebreaks on Transnet Freight Rail property

The ways and means by which the above-mentioned results are obtained are the responsibility of the Supplier. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Supplier to ascertain that all procedures and applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of functional firebreaks. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Supplier of his/her responsibility for satisfactory performance.

Failure to comply with the minimum performance proposed by the Supplier in his/her tender may form the basis for non-payment for work done

B1.4 The Supplier must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to provide these fire breaks.

B2. DEFINITIONS

B2.1 FIRE BREAKS

Fire breaks are defined as a strip (natural or manmade) of property within Transnet Freight Rail boundary along both fences where the fuel characteristics of the vegetation has been managed so that the potential of fires spreading to adjoining property from Transnet property or visa versa is reduced. Fire breaks may not cause soil erosion; and it is reasonably free of combustible material capable of carrying a veldfire across it.



TRACER LINES

Tracer lines are narrow strips of vegetation that has been chemically treated and then burnt to indicate the outer boundaries of the firebreaks. Tracer lines are prepared when the adjoining vegetation is still actively growing

B2.2 Yards are those areas of shunting yards comprising mainly shunting or staging tracks, paths, roadways, platforms and land adjacent to the above and situated within the station or harbour emplacement. Yards and loops start at the clearance mark of the facing points.

B2.3 Depots/areas are those sites where assets such as stores and workshops are located, areas of stacking space, hard standing, buildings, access roads, railway tracks and dumping areas within the railway reserve.

This may also include radio masts, signal equipment, relay stations and electrical sub-stations and other specified areas outside the railway reserves.

B2.4 WORKLOTS

A Worklot is a subdivision of any area on which the Supplier shall provide fire breaks.

- In all cases the size of a worklot will be 2500m².
- Worklots are not demarcated individually. The number of worklots within any area to be treated is calculated by dividing the total surface area by the surface area of single worklot i.e. 2500 square meters.
- In yards, depots/areas worklots may be irregular in shape. For inspection and payment purposes, worklots shall be physically measured where necessary. In such instances the Technical Supervisor's or his / her Deputy shall decide in advance and advise the Supplier accordingly, of the method of measurement to be adopted in any particular area.
- Worklots will normally be measured parallel to the main direction of the fence or track work present, or parallel to the main axis of any other area. Worklots will not be measured individually in different directions but will form part of a pattern of continuous and parallel worklots covering, in the most effective manner possible, the surface of any particular area.

B3. METHOD OF PROVIDING FIRE BREAKS

B3.1 The Supplier's methods and program shall provide rapid and effective provision of fire breaks in all areas, but particularly building surrounds, staked cable routes, level crossings, shunting yards and approaches to stations. Techniques, programming and methods employed shall therefore be directed at this aim. The Supplier shall carry out immediate treatment of growth in all instances where rapid and effective firebreak provision is not achieved during any period of the contract.

B3.2 Slashing of burnt material to below the height specified in B4.1 will be permitted.



B3.3 Firebreak provision in terms of the contract will normally be required in respect of yards, depot, Transnet Freight Rail right of way and ancillary areas, where applicable. The methods employed are as specified by the Supplier per Part A15.1 and are subject to the approval of, and monitoring by the Technical Officer.

Fire break provision methods shall, however, be entirely in accordance with the local Fire Protection Association rules / Local Authority by laws and or National Legislation specifications and recommendations for safe and effective fire breaks.

B3.4 Prior to making firebreaks electrical / signal installations must be protected by making minor firebreaks around such installations and or equipment. The Technical Officer will point out such installations and or equipment.

B3.5 The making of firebreaks will not take place:

- if the wind speed exceeds 30 km/h
- and or if the daily Fire Danger Index (FDI), 10h00 reading and 14h00 reading exceeds the acceptable norm as proposed by the local Fire Protection Officer of the FPA where firebreaks are being provided
- or if a Prohibition Notices has been issued by the Government Department acting as custodian of the National Veld and Forest Fire Act, The Mpumalanga Provincial Fire Protection Association, Mpumalanga Provincial Disaster Management, District Municipality, local Municipality or any other competent authority.
- On both side of the track at the same time.

B3.6 No firebreaks may be made if the Supplier is not possession of a written daily burning permit received from the local Fire Protection Officer of the relevant Fire Protection Association. The Supplier will be responsible to obtain the daily burning permit.

B3.7 The Supplier will be permitted to work outside normal working hours provided the Technical Officer has been notified at least three working days prior to such working. No firebreaks will be made after 12h00 on a Friday until 05h00 the following Monday or after 12h00 on the weekday preceding a Public Holiday until the 05h00 on the workday following such a public Holiday.

B3.8 No firebreaks may be made if adjoining property owners have not been informed of the intention to provide firebreaks along a mutual fence. The Technical Officer will negotiate with adjoining property owners. If agreement cannot be reach regarding appropriate dates with the adjoining property owner or owners provisions as per Act 101 of 1998 National Veld and Forest Fire Act will prevail.

B4. STANDARDS OF WORKMANSHIP

B4.1 Standard of firebreaks shall be such that:

- it is wide enough but not less than 10 meters, property dimensions permitting, measured inward from both boundary fences and long enough to have a reasonable chance of preventing a veldfire from spreading to or from adjoining property, and



- in station areas the width will not be less than 10 meter, property dimensions permitting, measured inward from both boundary fences
- it does not cause soil erosion; and
- it is reasonably free of combustible material capable of carrying a veldfires across it.
- There is no grass or combustible material dry material taller than 150mm present.
- No flare up of flames may take place. The Supplier shall indicate in his / her tender document steps to be implemented by him / her to prevent flare ups and the modus operandi that will be followed to deal with any flare up that do occur.

B5. PROGRAMME OF WORK

- B5.1 The Supplier shall undertake the planning and programming of the entire firebreaks provision operation and shall submit to the Technical Officer for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender or the commencement of the annual burning season as the case may be.
- B5.2 The particulars to be provided in respect of the Supplier's tracer lines, minor fire breaks around electrical and or signal installations and firebreaks provision operation shall include but not be limited to the following:
- B5.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be were fire breaks are to be provided in the contract area,
- B5.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards required in terms of the contract,
- B5.3 In addition to the initial programme provided for in terms of B5.1. the Supplier shall submit daily working programmes to the Technical Officer, 7 days in advance of the next working week, indicating the specific areas where the Supplier will be working each day of the week. Failure by the Supplier to submit a daily programme and/or deviating from it without notifying the Technical Officer, preventing him/her from monitoring the Supplier's performance, may result in payment for such work being withheld.

B6. PERFORMANCE MONITORING AND EVALUATION

- B6.1 The Supplier shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful results achieved over areas of completed. He/she shall immediately take appropriate remedial action in areas where the specified standards are not achieved.
- B6.2 The Technical Officer shall at any time during the programme periods carry out inspections of the Supplier's performance methods and procedures.
- B6.3 The Technical Officer will during fire breaks programme carry out **two** official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The



inspections shall be performed visually and the Supplier shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.

- B6.3.1 The first inspection shall be done after completion of the tracer lines and minor firebreaks around equipment and installations and after he has notified the Technical Officer that he/she has inspected the work and that the work has been completed.
- B6.3.2 The second and final inspection of the season will be carried out after completion of the Supplier's firebreaks programme and after he/she has notified the Technical Officer that he/she has inspected the work and that all firebreaks are in place. This inspection may be brought forward.
- B6.3.3 During each of these inspections the worklots treated will each be measured and evaluated. A worklot that does not comply with the specified level of control will be recorded as a "rejected worklot".
- B6.4 The rejection of worklots that do not comply with the standard of control for individual worklots will be final and valid for that inspection in that particular year.

The rejection by the Technical Officer of work performance may be contested by the Supplier only at the time and place of rejection.

The rejection of a worklot at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Supplier may execute further remedial work in order to achieve control at further and final inspections.

- B6.5 In the case where the Technical Officer and the Supplier fail to agree on whether a worklot has failed, the worklot shall be recorded as a "disputed worklot" and the Supplier shall prepare an appropriate record of all disputed worklots in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the Standard Terms and Conditions of Contract Form US7 – Services

B7. REMEDIAL WORK

- B7.1 The Supplier shall carry out remedial work to all worklots where the standards of workmanship has not been achieved, prior to the official inspections in terms of clause B6 taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150mm and forming a fire hazard to Transnet Freight Rail Operations or adjoining property.
- B7.2 Slashing of burnt vegetation will be allowed on its own as a remedial action.
- B7.3 The Supplier shall carry out repair to any fence damage by him / her during the making of fire breaks.
- B7.4 Fire may be used as a method of to provide fire breaks or as a method of remedial action.

B8. DAMAGE TO FAUNA AND FLORA AND TRANSNET ASSETS

- B8.1 The Supplier shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the work area.



B8.2 The Supplier shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, vegetation or property or be hazardous to humans or animals. The Supplier shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

B8.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.

The Supplier shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.

Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.

B8.4 The Supplier shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

B8.5 Damage to Transnet assets by the Supplier, such as to boundary fences, shall be repaired by the Supplier on a daily basis as and when damage took place.

B9. MEASUREMENT AND PAYMENT

B9.1 Payment will be based on the numbers of worklots where fire breaks was provided as instructed by the Technical Officer and to which the Supplier has achieved the standard as defined in clause B4.1.

B9.2 No payment will be made for rejected worklots where the standards achieved does not meet the standards specified.

B9.3 Measurement and payment for the work completed will be made in 2 stages as follows:

B9.3.1 After completion of the tracer lines and minor firebreaks of the entire contract area the Technical Officer or his deputy and the Supplier will measure the work performed. The Supplier will thereafter receive payment at 20% of the rates tendered for all of the completed work.

B9.3.2 A second measurement and evaluation will be made concurrent with the first official inspection conducted in accordance with clause B6.3.1. The Supplier will thereafter receive payment at 80% of the rates tendered for all work where standards as specified has been achieved.

B9.3.4 The rates and prices tendered in the Schedule of Quantities and Prices are composite and shall be fully inclusive of all the Supplier costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Supplier's profit, for all delay and consequential costs and for everything of whatever nature required of the Supplier for completion of the work included in the Contract.



1. 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.

4. 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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5. 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:
 -
 -
 -
- 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.

 Respondent’s Signature

 Date and Company Stamp



7. RISK

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

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

.....

.....

.....

.....

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

.....

.....

.....

.....

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

.....

.....

.....

.....

"Preview Copy Only"



8. 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

9. 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
- Experience
- Risk / Safety plan
- Technical capacity / resources ~ : Expertise in burning firebreaks;
 : Availability of fire fighting equipment/vehicles/plant;
 : Human resources (fire fighters) and supervisors;
- Certificates from accredited & approved trainers
- BBBEE status of company



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.

“Preview Copy Only”

Respondent's Signature

Date and Company Stamp



SECTION 3

RFQ NUMBER ERAC 80B6978 - 8560

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, NELSPRUIT

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;-

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.

Respondent's Signature

Date and Company Stamp



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.



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	
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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

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**
- Certificate of attendance of Information Briefing – Section 9**
- Schedule of Plant and Equipment/ Fire fighting equipment available – Section 10**
- E4B – Minimum Communal Health Requirements – Section 11**
- E4E – Safety arrangements and Procedural compliance – Section 12**
- BBD8210 Version 1 – E7/1 - Specification for general work and works on, over, under or adjacent railway lines and near high voltage equipment – Section 13**
- Supplier code of conducts – Section 14**
- Non-Disclosure Agreement – Section 15**
- Tender safety clauses and questionnaire – Section 16**
- PCI ~ Procedure Manual – Section 17**
- Supplier Declaration Forms (SDF) – Section 18**
- 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 accounting 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**
- Environmental Management Plan**
- Precautions to be implemented to prevent fires spreading to adjoining Property**
- Methods of work to be used**
- Fire fighters that will be on site at any given time**
- Detailed work rates of the team /teams and equipment to be used to execute the work**

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 as indicated in the footer of each page, must be signed and dated by the Respondent.

Respondent's Signature

32

Date and Company Stamp



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:



SECTION 4

RFQ NUMBER ERAC 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

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
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

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 (Part 1)

RFQ NUMBER ERAC 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
 FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
 DEPOT ENGINEER, NELSPRUIT**

PRICING SCHEDULE

SCHEDULE OF QUANTITIES AND PRICES

MAKING OF FIRE BREAKS

NELSPRUIT DEPOT

YEAR ONE							
ITEM NO.	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT
1	30	Goedgeluk - Nelspruit	105,000	M	840		R

Sub Total	R
14% VAT	R
TOTAL	R

 Respondent's Signature

 Date and Company Stamp

YEAR ONE							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

2	34	Nelspruit - Kaapmuiden	40,000	M	320		R
---	----	------------------------	--------	---	-----	--	---

Sub Total	R
14% VAT	R
TOTAL	R

YEAR ONE							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

3	35	Kaapmuiden - Komatipoort	68,000	m	544		R
---	----	--------------------------	--------	---	-----	--	---

Sub Total	R
14% VAT	R
TOTAL	R

YEAR ONE							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

4	40	Komatipoort – Mozambique Border	4,000	m	32		R
---	----	---------------------------------	-------	---	----	--	---

Sub Total	R
14% VAT	R
TOTAL	R

Respondent's Signature

Date and Company Stamp

YEAR ONE							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

5	42	Kaapmuiden - Baberton	55,000	m	440		R
---	----	-----------------------	--------	---	-----	--	---

Sub Total	R
14% VAT	R
TOTAL	R

YEAR ONE							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

6	44	Kaapmuiden - Hoedspruit	163,000	m	1304		R
---	----	-------------------------	---------	---	------	--	---

Sub Total	R
14% VAT	R
TOTAL	R

YEAR ONE							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

7	49	Nelspruit - Graskop	125,000	m	1000		R
---	----	---------------------	---------	---	------	--	---

Sub Total	R
14% VAT	R
TOTAL	R

Respondent's Signature

Date and Company Stamp



YEAR ONE							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

8	51	Citrus - Plaston	35,000	m	280		R
---	----	------------------	--------	---	-----	--	---

Sub Total	R
14% VAT	R
TOTAL	R

YEAR ONE							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

9	65	Hoedspruit - Phalaborwa	49,000	m	392		R
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Sub Total	R
14% VAT	R
TOTAL	R

YEAR ONE							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

10	68	Komatipoort – Swaziland Border	62,000	m	496		R
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Sub Total	R
14% VAT	R
TOTAL	R

Respondent's Signature

Date and Company Stamp



SUMMARISED SCHEDULE OF QUANTITIES AND PRICES

YEAR ONE							
ITEM NO.	LINE CODE.	DESCRIPTION	QTY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT
1	30	Goedgeluk - Nelspruit	105,000	m	840.000		R
2	34	Nelspruit – Kaapmuiden	40,000	m	320.000		R
3	35	Kaapmuiden – Komatipoort	68,000	m	544.000		R
4	40	Komatipoort – Mazambique Border	4,000	m	32.000		R
5	42	Kaapmuiden - Baberton	55,000	m	440.000		R
6	44	Kaapmuiden – Hoedspruit	163,000	m	1304.000		R
7	49	Nelspruit - Graskop	125,000	m	1000.000		R
8	51	Citrus – Plaston	35,000	m	280.00		R
9	65	Hoedspruit - Phalaborwa	49,000	m	392.000		R
10	68	Komatipoort – Swaziland Border	62,000	m	496.000		R
TOTAL YEAR ONE					5648.000		

Respondent's Signature

Date and Company Stamp



SECTION 6 (Part 2)

RFQ NUMBER ERAC 80B6978 - 8560

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, NELSPRUIT

PRICING SCHEDULE

SCHEDULE OF QUANTITIES AND PRICES

YEAR TWO							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

13	35	Kaapmuiden - Komatipoort	68,000	m	544		R
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Sub Total	R
14% VAT	R
TOTAL	R

Respondent's Signature

Date and Company Stamp



YEAR TWO							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

14	40	Komatipoort – Mozambique Border	4,000	m	32		R
----	----	---------------------------------	-------	---	----	--	---

Sub Total	R
14% VAT	R
TOTAL	R

YEAR TWO							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

15	42	Kaapmuiden - Baberton	55,000	m	440		R
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Sub Total	R
14% VAT	R
TOTAL	R

YEAR TWO							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

16	44	Kaapmuiden - Hoedspruit	163,000	m	1304		R
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Sub Total	R
14% VAT	R
TOTAL	R

Respondent's Signature

Date and Company Stamp



YEAR TWO							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

17	49	Nelspruit - Graskop	125,000	m	1000		R
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Sub Total	R
14% VAT	R
TOTAL	R

YEAR TWO							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

18	51	Citrus - Plaston	35,000	m	280		R
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Sub Total	R
14% VAT	R
TOTAL	R

YEAR TWO							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

19	65	Hoedspruit - Phalaborwa	49,000	m	392		R
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Sub Total	R
14% VAT	R
TOTAL	R

Respondent's Signature

Date and Company Stamp



YEAR TWO							
ITEM NUMBER	LINE CODE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

20	68	Komatipoort – Swaziland Border	62,000	m	496		R
----	----	--------------------------------	--------	---	-----	--	---

Sub Total	R
14% VAT	R
TOTAL	R

"Preview Copy"

 Respondent's Signature

 Date and Company Stamp



SUMMARISED SCHEDULE OF QUANTITIES AND PRICES

YEAR TWO							
ITEM NO.	LINE CODE.	DESCRIPTION	QTY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT
1	30	Goedgeluk - Nelspruit	105,000	m	840.000		R
2	34	Nelspruit – Kaapmuiden	40,000	m	320.000		R
3	35	Kaapmuiden – Komatipoort	68,000	m	544.000		R
4	40	Komatipoort – Mozambique Border	4,000	m	32.000		R
5	42	Kaapmuiden - Baberton	55,000	m	440.000		R
6	44	Kaapmuiden – Hoedspruit	163,000	m	1304.000		R
7	49	Nelspruit - Graskop	125,000	m	1000.000		R
8	51	Citrus – Plaston	35,000	m	280.00		R
9	65	Hoedspruit - Phalaborwa	49,000	m	392.000		R
10	68	Komatipoort – Swaziland Border	62,000	m	496.000		R
TOTAL YEAR ONE					5648.000		

Respondent's Signature

Date and Company Stamp



SECTION 7

RFQ NUMBER ERAC 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

Respondent's Signature

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Date and Company Stamp



SECTION 8

RFQ NUMBER ERAC 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE SUPPLY OF SERVICES TO TRANSNET

Refer Form US7 attached hereto.

Respondent's Signature

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Date and Company Stamp



SECTION 9

RFQ NUMBER ERAC 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION

It is hereby certified that -

1.
2.

Representative(s) of
(name of company)

attended the briefing session in respect of the proposed Service(s) to be rendered in terms of this RFQ on
..... 2012.

.....
TRANSNET REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE:

DATE:



SECTION 10

RFQ NUMBER ERAC 80B6978 - 8560

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, NELSPRUIT

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 :**

Respondent's Signature

Date and Company Stamp



SECTION 11

RFQ NUMBER ERAC 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.

Respondent's Signature

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Date and Company Stamp



RFQ NUMBER ERAC 80B6973 - 8547

**FOR THE PLACEMENT OF A 6 M³ WASTE BIN'S AND THE REMOVAL OF THE WASTE
WEEKLY AT VARIOUS AREAS
FOR A PERIOD OF 24 MONTHS**

SPECIFICATION E4.B
(November 1996)

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

1. CAMPS

- 1.1 Prior to the erection of any camp, the Contractor shall submit to the Technical Officer, for his approval, details of his 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.

2. HOUSING

Respondent's Signature

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- 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

- 4.1 Separate buildings for latrine facilities shall be provided. Where housing are provided for both males and females, separate facilities for each sex shall be provided. The proportions shall be at



least one squatting seat for every 15 persons or less in the case of pit latrines, or one for every 10 persons or less in case of pail latrines.

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

- 4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.
- 4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.
- 4.4 Labour shall be employed on camp sanitation duties on the following basis:-
 - 4.4.1 Where the number of persons living at the camp is 20 or less - one unit.
 - 4.4.2 For additional numbers over 20 living at the camp - one unit per 100 or part thereof.
- 4.5 Unless refuse is removed by a competent authority, it shall be disposed of in pits and covered over daily with a layer of earth or ash of sufficient thickness to prevent depredations by rodents and the breeding of flies.
- 4.6 Adequate measures shall be taken against all vermin and insects responsible for the spread of disease. Any instructions of a competent health authority shall be carried out promptly and implicitly.
- 4.7 Buildings and bedboards shall be treated whenever necessary with an approved insecticide.
- 4.8 The Contractor shall permit and facilitate inspection of the camp and structures on the site by the staff of Transnet or any other competent authority, and shall comply with any reasonable request by such staff or any other competent authority to eliminate any unsanitary condition.
- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Technical Officer.
- 4.10 The keeping of animals of any sort is not permitted.
- 4.11 The Contractor shall have on hand at the camp the necessary tools, disinfectants and cleaning materials to maintain and clean the sanitary facilities.



5. RATIONS

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

P02b-06 (JLH)

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Date and Company Stamp



SECTION 12

RFQ NUMBER ERAC 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

Respondent's Signature

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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;



- (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)

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ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

2. Principal contractor's compensation registration number: _____
- 3.(a) Name and postal address of client:

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

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

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

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1). _____
6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2). _____
7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

Respondent's Signature

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)



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 :- _____

E.4E Transnet (Jan 2004)



ACCEPTANCE OF DESIGNATION

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

Date : _____

Signature :- _____

Designation :- _____

"Preview Copy Only"



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 : _____



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 13

RFQ NUMBER ERAC 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

**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

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Date and Company Stamp



SECTION 14

RFQ NUMBER ERAC 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

SUPPLIERS CODE OF CONDUCT

Refer attached hereto.

Respondent's Signature

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Date and Company Stamp



SECTION 15

RFQ NUMBER ERAC 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

NON-DISCLOSURE AGREEMENT

Refer attached hereto.

Respondent's Signature

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Date and Company Stamp



SECTION 16

RFQ NUMBER ERAC 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

TENDER SAFETY CLAUSES AND QUESTIONNAIRE

Refer attached hereto.

Respondent's Signature

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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.
- 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

Respondent's Signature

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Date and Company Stamp



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 relevant to its operations available? - If yes provide a summary listing of procedures or instructions		
- Is there a register of injury document?		

Respondent's Signature

Date and Company Stamp



If yes provide a copy		
<p>- Are Risk Assessments conducted and appropriate techniques used?</p> <p>- If yes provide details</p>		
3. OH&S Training		
Describe briefly how health and safety training is conducted in your company:		
<p>- Is a record maintained of all training and induction programs undertaken for employees in your company?</p> <p>- If yes provide examples of safety training records</p>		
4. Health and Safety Workplace Inspection		
<p>- Are regular health and safety inspections at worksites undertaken?</p> <p>-If yes provide details</p>		
<p>- Is there a procedure by which employees can report hazards at workplaces?</p> <p>- If yes provide details</p>		
5. Health and Safety Consultation		
<p>- Is there a workplace health and safety committee?</p>		
<p>- Are employees involved in decision making over OH&S matters?</p> <p>- If yes provide details</p>		
<p>- Are there employee elected health and safety representatives?</p> <p>- Comments</p>		
6. OH&S Performance Monitoring		
<p>- Is there a system for recording and analysing health and safety</p>		



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 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

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
A1. Scope Of Work		
A4. Compliance With Statutes		
A4.1		
A4.2		
A8.		
A9.		
A9.1		
A9.3		
A13.		
A14.		
A14.1		
A14.2		
A14.3		

 Respondent's Signature

 Date and Company Stamp



Clause	Compliance response	Explanation / Deviation / Reason
A14.4		
A14.5		
A14.6		
A15.		
A15.1		
A15.2		
A15.3		
A15.4		
A15.4		
A15.5		
A15.6		
A15.7		
B1.		
B1.1		
B1.2		
B1.3		
B1.4		
B2.		
B2.1		
B2.2		
B2.3		
B2.4		

 Respondent's Signature

 Date and Company Stamp



Clause	Compliance response	Explanation / Deviation / Reason
B3.		
B3.1		
B3.2		
B3.3		
B3.4		
B3.5		
B3.6		
B3.7		
B3.8		
B4.		
B4.1		
B5.		
B5.1		
B5.2		
B5.2.1		
B5.2.2		
B5.3		
B6.		
B6.1		
B6.2		
B6.3		

 Respondent's Signature

 Date and Company Stamp



Clause	Compliance response	Explanation / Deviation / Reason
B6.3.1		
B6.3.2		
B6.3.3		
B6.4		
B6.5		
B7		
B7.1		
B7.2		
B7.3		
B7.4		
B8		
B8.1		
B8.2		
B8.3		
B8.4		
B8.5		
B9		
B9.1		
B9.2		
B9.3		
B9.3.1		
B9.3.2		

 Respondent's Signature

 Date and Company Stamp



Clause	Compliance response	Explanation / Deviation / Reason
B9.3.4		

"Preview Copy Only"

Respondent's Signature

Date and Company Stamp



SECTION 17

RFQ NUMBER ERAC 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

**PRINCIPAL CONTROLLED INSURANCE
CONTRACT WORKS
CONTRACTORS PUBLIC LIABILITY**

Refer attached hereto.



SECTION 18

RFQ NUMBER ERAC 80B6978 - 8560

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, NELSPRUIT**

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.
- 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"

Respondent's Signature

Date and Company Stamp



Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million	R5-35 million		> R35 million		
Does Your Company Provide		Products	Services		Both		
Area Of Delivery		National	Provincial		Local		
Is Your Company A Public Or Private Entity		Public			Private		
Does Your Company Have A Tax Directive Or IRP30 Certificate		Yes			No		
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
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			

Stamp And Signature Of Commissioner Of Oath

Respondent's Signature

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Date and Company Stamp



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 *	

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

(* - Minimum requirements)

Respondent's Signature

Date and Company Stamp



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: *

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	

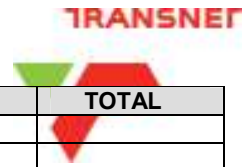
4.2.2	Is your company a recipient of Enterprise Development Contributions?*		
YES		NO	

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
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	No	
If yes please submit a copy of the letter of									

Respondent's Signature

Date and Company Stamp



award

a) What is being procured from the supplier?

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

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

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

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

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

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

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

Tel No:		Fax	
----------------	--	------------	--

Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of

NARROW BASED (NB)				BROADBASED (BBBEE)				VALIDITY DATE						
BEE O/S	BWBE	DPBE	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m							
Name				Grade		Date				Signature				
						Y	Y	Y	Y	M	M	D	D	
						Y	Y	Y	Y	M	M	D	D	