



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

REQUEST FOR PROPOSAL

RFP NUMBER: CRAC JHB 7126

PROVISION OF HEALTH SERVICES TO TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS

ISSUE DATE : 14 FEBRUARY 2011

CLOSING DATE : 01 MARCH 2011

CLOSING TIME : 10H00

BRIEFING SESSION : 21 FEBRUARY 2011
TIME : 11H00

VENUE : INYANDA HOUSE 2
21 GIRTON ROAD
PARKTOWN
Umjantshi C Boardroom

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

Respondent's signature

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Date and company stamp



RFP NUMBER: CRAC JHB 7126

**PROVISION OF HEALTH SERVICES TO TRANSNET FREIGHT RAIL
NATIONALLY FOR A PERIOD OF TWO YEARS**

SCHEDULE OF DOCUMENTS

Section

- 1. Notice to Bidders**
- 2. Background, Overview and Scope of Requirements**
- 3. Proposal Form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFP Documents**
- 6. General Tender Conditions (CSS5 – Goods)**
- 7. Standard Terms and Conditions of Contract (US7)**
- 8. Non-Disclosure Agreement**
- 9. Supplier Declaration**
- 10. Supplier Code of Conduct**
- 11. Attendance Certificate**

Respondent's signature

Date and company stamp



SECTION 1

RFP NUMBER: CRAC JHB 7126

PROVISION OF HEALTH SERVICES TO TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS

NOTICE TO BIDDERS

1. Proposals are requested from interested / selected Respondents to supply the above-mentioned requirement to TRANSNET.

On or after 14 February 2011 the RFP documents may be inspected at, and are obtainable from the reception, Ground Floor, Transnet Tender Advice Centre, 21 Wellington Road, Inyanda House 1, Parktown, Johannesburg.

A non-refundable tender fee of R 500.00 (inclusive of Vat) is applicable per tender (listed below). Payment is to be made to Transnet Freight Rail, Standard Bank Account number **203158598**, Branch code **004805**. The deposit slip must reflect the tender number and the Company Name.

NOTE 1.1 This amount is not refundable. RFP documents will only be available until 18 FEBRUARY 2011

1.2: No RFP documents will be sold after the 18/02/2011 deadline indicated above.

2. A **COMPULSORY** briefing session will be held but should Respondents have specific queries they should email these to the TRANSNET employee(s) indicated below:

Name	:	Patrick Magwaza
Division	:	Supply Chain Services
Email	:	patrick.magwaza2@transnet.net
Name	:	Brian Mongoma
Division	:	Transnet Freight Rail
Email	:	brian.mongoma@transnet.net

Tenders in duplicate must reach the Chairperson, TRANSNET Freight Rail Acquisition Council, Po box 4244, Johannesburg 2000 before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

Respondent's signature

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Date and company stamp



Tender No	: RFP NUMBER: CRAC JHB 7126
Description	: PROVISION OF HEALTH SERVICES TO TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS
Closing date and time	: 01 MARCH 2011 at 10h00
Closing address (refer options below)	

DELIVERY INSTRUCTIONS FOR THIS RFQ:

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

**THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
INYANDA HOUSE
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.

- 3 If dispatched by courier,** the envelope must be addressed as follows and delivered to the Office of The Chairperson, TRANSNET Freight Rail Acquisition Council and a signature obtained from that Office.
- 3 Please note that this RFQ closes punctually at 10:00 on Tuesday 01 MARCH 2011.**
- If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
- NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED
- The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.

Respondent's signature

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7. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
8. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

9 **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 and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

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 R30000 will be evaluated accordingly. All transactions below R 30,000 will as far as possible be earmarked for EME's.

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 (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.

However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 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. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.

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 >R5 million but <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 <R5m are exempted from being rated or verified):**

- Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
- EME's should 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

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 Tenders / Proposals the percentage of the total contract value which 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-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.

Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.

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

R.....

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

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

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

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

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

Respondent's signature

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Date and company stamp



DTI BBBEE UNIQUE PROFILE NUMBER:

.....

Failure to submit your BBBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBBEE evaluation.

10 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 an RFP 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 RFP to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing date of the RFP, communicate with the Secretary of the TRANSNET Freight Rail Acquisition Council, at telephone no. 011 544 9486 or fax no. 011 774 9760 on any matter relating to its RFP response.

11 RFP 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. Respondents are to provide a list of persons who are mandated to negotiate on behalf of their company, together with their contact details.

12 INSTRUCTIONS FOR COMPLETING THE RFP

- (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 Proposal.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Proposals:
 - the Respondent's latest audited financial statements;
 - the Respondent's valid Tax Clearance Certificate.

13 COMPLIANCE

The Respondent shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

14 ADDITIONAL NOTES:

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- Respondents are to note that Proposals in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date

Respondent's signature

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- The person or persons signing the Proposal 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 must be submitted along with the Proposal
- All prices must be quoted in South African Rands
- TRANSNET reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents

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

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS
MAY RESULT IN THE PROPOSAL BEING REJECTED.**

15 DISCLAIMERS

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

- modify the RFP's Goods or Services and request Respondents to re-bid on any changes
- reject any Proposal which does not conform to instructions and specifications which are detailed herein
- disqualify Proposals submitted after the stated submission deadline
- not necessarily accept the lowest priced Proposal
- reject all Proposals, if it so decides
- award a contract in connection with this Proposal at any time after the RFP's closing date
- award only a portion of the proposed Goods or Services which are reflected in the scope of this RFP
- split the award of the contract between more than one Supplier
- make no award of a contract

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

Respondent's signature

Date and company stamp



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

NAME OF RESPONDENT : _____

PHYSICAL ADDRESS : _____

Respondent's contact person:

Name: _____

Designation: _____

Telephone: _____

Cellphone: _____

Facsimile: _____

Email: _____

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

Respondent's signature

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SECTION 2

RFP NUMBER: CRAC JHB 7126

PROVISION OF HEALTH SERVICES TO TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS INCLUDING PRICING

1. **BACKGROUND**

Transnet is responsible for the well being of its employees. Accordingly Transnet is responsible for the appointment of service providers in the medical field at areas which is accessible to Transnet employees. In certain cases Transnet has its own clinic and where Transnet does not have clinics the service provider must have access to the clinics..

2. **EXECUTIVE OVERVIEW**

Most TRANSNET Operating Divisions currently procure their service/goods requirements through a number of service providers. Our objective is to source all activity through a Preferred Supplier(s) capable of servicing all TRANSNET Operating Divisions in locations around the country. Other key considerations include.....

TRANSNET is seeking a partner(s) to provide solutions for itsnationally. It also seeks to improve its current processes for providing these Goods or Services to its end user community throughout its locations.

The selected service provider(s) will share in the mission and business objectives of TRANSNET. These mutual goals will be met by meeting contract requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, TRANSNET and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow TRANSNET to reach higher levels of quality, service and profitability.

Specifically, TRANSNET seeks to benefit from this partnership in the following ways:

- TRANSNET must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- TRANSNET must achieve appropriate availability that meets user needs while reducing costs for both TRANSNET and the chosen Supplier(s).

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- TRANSNET must receive proactive improvements from the Supplier with respect to Services/Goods and processes.
- TRANSNET's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- TRANSNET end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- TRANSNET must reduce cost by streamlining its acquisition of Services or Goods, including managed service processes on a Group basis.

3. SCOPE OF REQUIREMENTS

OCCUPATIONAL HEALTH SERVICES - SCOPE

Transnet Freight Rail (TFR) requires the service of an occupational medical service provider with proven competence and experience to provide occupational health services to TFR over a period of 2 (two) years with an option to extend an additional 1 (one) more year further based on the service provider's overall occupational health service performance within TFR.

Occupational Health service shall be provided by the contractor by means of clinics, off-site and or mobile units to ensure that all Transnet Freight Rail employees are reached nationally where the Occupational Health Services are required.

TFR currently has the following clinics which some don't comply with SASOM guidelines and the TFR clinics may be reduced or increased subject to TFR approval, operational demands and requirements on a national basis:

- ❖ Durban (Bayhead)
- ❖ Cape Town (Bellville)
- ❖ Saldanha
- ❖ East London
- ❖ Bloemfontein
- ❖ Kimberley
- ❖ Johannesburg (Isando)
- ❖ Pretoria
- ❖ Ladysmith
- ❖ Port Elizabeth

1. OCCUPATIONAL HEALTH SERVICES

A. GAP ANALYSIS

- 1) Conduct an occupational health gap analysis on all TFR business operational areas.

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- 1) Conduct an occupational health compliance audit/s with recommendations, and thereafter on quarterly basis.
- 2) Conduct an Occupational medicine hazard identification risk assessment (HIRA) with properly documented findings, recommendations and implementation plans within TFR's business areas as per the applicable legislative requirements taking into consideration the following (as a minimum):
 - a. workplace designs
 - b. work systems and practices
 - c. current medical surveillance matrix
 - d. Man-job-specifications
 - e. Occupational hygiene surveys
 - f. all previous health risk assessments older than two years
 - g. assessment and evaluation of risk
 - h. appraisal of control measures as it relates to minimising risk to employees' health
 - i. control measures
 - j. change management
- 3) Review all occupational health risk matrices as per the outcomes of the HIRA, as per operational and legislative requirements, and thereafter reviewed on an annual basis.
- 4) Review all Man-Jobs-Specifications as per the outcomes of the HIRA as per operational and legislative requirements, and thereafter reviewed on an annual basis.
- 5) Review of all TFR's Occupational health policies, procedures, codes of practices, forms and medical protocols as per legislative requirements, HIRA, Occurrence investigations reports, best practice reports and TFR's operational changes.
- 6) Regular update of the HIRA "as and when" changes occur or as per as the applicable legislative requirements, TFR operational requirements and be reviewed on an annual basis as a minimum.

All risk assessments conducted within TFR will be carried out in accordance with the TFR's Risk Assessment procedure, model, technique and report writing format.

B. DEVELOPMENT OF OCCUPATIONAL HEALTH STANDARDS

- 1) Review the TFR's Occupational medicine code of practice.

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- 2) Conduct a review of all Occupational health policies, procedures, codes of practices, forms, medical protocols and medical surveillance matrix as per legislative requirements, Safety, Health and Environmental Risk assessments, occurrence investigations reports, best practice reports and TFR's operational changes.
- 3) Develop any additional occupational medicine standard operating procedures and guidelines for TFR that support TFR's occupational medicine code of practice and aligned to the best practice and legislative requirements for TFR.
- 4) Develop any outstanding man-jobs-specifications as per the HIRA outcomes.
- 5) Development of protocols to manage, maintain and handover of occupational health services and confidential medical records in line with the applicable legislation/s.
- 6) Create a quality management framework for TFR in line with ISO 9001.

Note: Any occupational health policies, procedures, codes of practices, forms, reports, medical protocols, risk assessments, medical surveillance matrices developed and reviewed by the service provider must be approved by TFR prior to implementation.

C. MEDICAL SURVEILLANCE

Conduct national risk based medical surveillance on + 25 000 TFR's employees in accordance with TFR's Occupational medicine code of practice based on the geographical spread and business requirements of TFR.

Medical examinations would be conducted to determine if potential or current employees have not contracted any occupational disease or suffer from any ill-health due to the hazards associated with TFR's operational business requirements or exposure related to previous employer/s.

Medical examinations will also be conducted to determine employees' fitness to perform the work they have appointed to perform.

1. Pre-employment medical examinations

Pre-employment medical examinations will be conducted to include the following as a minimum but not limited:

- ❖ An evaluation of the individual's history of general health and previous occupational health
- ❖ A general health interview and the completion of a questionnaire to be signed by the prospective employee concerned
- ❖ Comprehensive screening questionnaires:
 - ✓ Sleep disorders (Epworth Sleepiness Scale);
 - ✓ Psychological problems (K10 Questionnaire)



- ✓ Shift worker questionnaire
- ✓ Musculo-skeletal questionnaire
- ✓ Heat/Cold worker questionnaire
- ✓ Skin assessment
- ✓ Audiometric questionnaire
- ✓ Respiratory questionnaire
- ✓ Asbestos questionnaire
- ✓ Occupational exposure risk profile

- ❖ Blood pressure measurements
- ❖ Urine analysis
- ❖ Glucose test
- ❖ Audiometric screening
- ❖ Lung function screening
- ❖ Chest X-Rays
- ❖ Visual screening
- ❖ A medical and physical examination
- ❖ Multi-drug and alcohol testing followed by confirmatory test if non-negative
- ❖ Pregnancy examination

2) Periodic medical examinations

Risk based annual medical examinations (i.e. "Certificate of fitness" examinations) would be conducted on all Safety Critical grades employees (*Safety Critical Workers are defined as those workers whose action or inaction, due to ill-health safety when performing critical work, may lead directly to a serious incident affecting the public or the rail network*) and any other employees will undergo medical examinations as required by the legislation/s and as per the TFR's occupational medicine code of practice. These examinations will be conducted according to a pre-planned schedule in line with TFR's operational requirements to ensure that employees are done on time.

Periodic medical examinations will be conducted as per the occupational health risk matrix to include the following as a minimum but not limited:

- ❖ An evaluation and history of general and occupational health since the employee's last medical examination

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- ❖ An evaluation of employee's medical records and sick leave record.
- ❖ An evaluation of the employee's accident record
- ❖ Comprehensive screening questionnaires:
 - ✓ Sleep disorders (Epworth Sleepiness Scale);
 - ✓ Psychological problems (K10 Questionnaire)
 - ✓ Shift worker questionnaire
 - ✓ Musculo-skeletal questionnaire
 - ✓ Heat/Cold worker questionnaire
 - ✓ Skin assessment
 - ✓ Audiometric questionnaire
 - ✓ Respiratory questionnaire
 - ✓ Asbestos questionnaire
 - ✓ Occupational exposure risk profile
- ❖ Audiometric screening, where applicable
- ❖ Lung function screening, where applicable, which will be followed by Chest X-Ray if lung function test is abnormal. (Asbestos and Silica exposure)
- ❖ Blood pressure measurements
- ❖ Urine analysis
- ❖ Biological monitoring, where applicable for employees exposed to Hazardous Chemical Substances and Biological Hazards Agents as per the Occupational Health and Safety Act, Act 85 of 1993
- ❖ Visual Screening
- ❖ Glucose test
- ❖ Clinical Examinations to assess the key body systems to identify conditions that might affect health and safety task performance including cardiovascular, neurological, psychological, musculoskeletal and visual systems
- ❖ Physical examinations
- ❖ Multi-drug and alcohol testing followed by confirmatory test if non-negative
- ❖ In addition to the components of the Safety Critical Worker's Health Assessment, Safety Critical workers will undergo Cardiac Risk Score Assessment to identify their risk of cardiovascular disease and collapse or sudden incapacity from heart attack or stroke. If the Cardiac Risk Score is raised or clinical considerations warrant, stress ECG will be conducted
- ❖ Counseling of the employee as required



- ❖ Education on safety issues to motivate the employees towards compliance with the use of control measures and adherence to the TFR SHE practices
- ❖ Any other relevant medical examinations for further diagnosis

3) Transfer medical examinations

Risk based medical examination on transfer / promotion of employees within or between businesses. Refer to Section C.2 above.

4) Exit medical examinations

Exit medical examinations would be generally conducted as per the TFR's Occupational medicine code of practice and will be conducted for the purpose of recording the health status of the employees or termination of their employment. This will reduce the risk of any future claims against TFR and to assist an employee to manage their health status as per the outcome.

5) Design and implement management medicals

Management medicals will be conducted on all TFR management i.e. From Grade C – E as per Transnet Freight Rail's definition of management grades. Where abnormalities are detected, referral will be made to the management's private practitioner for follow up.

6) First aid cases

On site first aid treatment will be conducted on all on duty emergency cases where clinic facilities are available and referral to specific hospitals or specialists for further treatment. Administration of cases involving the Compensation of Occupational Injuries and Diseases Act and follow-ups will be done in consultation with TFR's IOD administration.

All occupational health diseases will be administered, followed up and facilitated for return to work by the service provider.

7) Chronic illnesses

Monitor employees with chronic illnesses and non-conformances – ensuring all identified cases and actions are followed, closed (unfitness and impairment) and also assist in the disability applications.

Ensure that all Occupational health chronic disease diagnosed are well monitored, reported and managed, especially for the safety critical categories groups in order to prevent incidents/accidents from happening.

2. COSTING MODEL FOR OCCUPATIONAL HEALTH SERVICES

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2.1 Monthly fees

The following services will be included in a monthly fee as proposed by the service provider:

- ✓ Proposed number/structure for full time dedicated project management and administrative personnel by the service provider
- ✓ Proposed number/structure for qualified Occupational Health Nurse Practitioners for all TFR clinics, contractor's off-site clinics, mobile units and any other occupational health facility that will require an Occupational Health Nurse Practitioner/s during the term of this contract
- ✓ Proposed hourly rates per Occupational Medicine Practitioner, per week, per month and per clinic
- ✓ Proposed number of Occupational Medicine Practitioners in all TFR clinics and contractor's off-site clinics
- ✓ Proposed hourly rates per data capturer, per week, per month and per clinic
- ✓ Proposed number of data capturers in all TFR clinics and contractor's off-site clinics
- ✓ Proposed number of off-site clinics
- ✓ Monthly Occupational health newflash
- ✓ Airfares, car rentals, road travelling, accommodation and subsistence allowance if required during compliance audits, HIRA, attending meetings, investigations, training, road shows, etc
- ✓ The following are to be included as a minimum on the monthly amount:
 - ❖ 350 (Three hundred and fifty) Pre-employments medical examinations per month as per Section C.1
 - ❖ 1500 (One Thousand and five hundred) Periodic risk based medical examinations per month as per Section C.2
 - ❖ 20 (Twenty) Transfers risk based medical examinations per month as per Section C.3
 - ❖ 30 (Thirty) Exit medical examinations per month as per Section C.4
 - ❖ 62 (Six Two) management medical examinations per month as per Section C.5
 - ❖ 35 (Thirty Five) Confirmation test (GCMS) - Drug and alcohol testing if non-negative per month , excluding pre-employment examinations
 - ❖ 100 (One Hundred) Biological monitoring examinations (pathological) per month, excluding those already included in the pre-employment examinations
 - ❖ 140 (One Hundred and Forty) Follow ups (chronic diseases + pending cases + IOD) per month
 - ❖ 30 (Thirty) Diagnostic audiometry examinations per month
 - ❖ 35 (Thirty five) ENT Specialist examinations per month
 - ❖ 5 (Five) Pulmonologist examinations per month
 - ❖ 310 (Three hundred and ten) Chest X ray (single view + double view) examinations per month, excluding those already included in the pre-employment examinations



- ❖ 10 (Ten) Travelling vaccinations per month
- ❖ 20 (Twenty) Optometrist examinations per month
- ❖ 6 (six) Dermatologist examinations per month
- ❖ 4 (Four) Ophthalmologist examinations per month
- ❖ 10 (Ten) mobiles nationally per month (including towing, petrol, travelling, occupational health rate/hours and accommodation costs)

Note: As TFR does not guarantee to provide any of the above volumes (numbers) on monthly basis, a joint reconciliation will be conducted as per the unit rate provided by the Occupational health service provider on Section 2.6.

Any additional services/work will require authorisation prior to be conducted.

2.1.1 Sub-total monthly cost

Based on the above information, the sub-total monthly cost to TFR will be R..... (VAT exclusive).

2.1.2 Value added service monthly cost

Any additional service/s that is/are to be rendered to compliment the above monthly proposed services, please specify and cost (VAT exclusive) each service recommended separately.

2.1.3 Grand total monthly cost

The grand total monthly cost inclusive of sub-total cost (2.1.1) and value added monthly cost (2.1.2) will be R..... (VAT exclusive).

2.2 Quarterly fees

The following services will be included in quarterly fees:

- ✓ Conducting national occupational health compliance audit/s with recommendations
- ✓ Conduct canteen and ablution facilities assessments by each appointed Occupational Health Nurse practitioner
- ✓ Notify and update TFR of any Occupational Health's legislative changes or adoption of any new Occupational Health's legislative requirements which may require review and/or changes to TFR's occupational health policies, procedures and services
- ✓ National road shows educating employees on Occupational Health
- ✓ Educational information on top ten health risk i.e. Occupational health risks and primary health care risk

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2.2.1 Sub-total quarterly cost

Based on the above information, the sub-total quarterly cost to TFR will be R..... (VAT exclusive).

2.2.2 Value added service monthly cost

Any additional service/s that is/are to be rendered to compliment the above quarterly proposed services, please specify and cost (VAT exclusive) each service recommended separately.

2.2.3 Grand total quarterly cost

The grand total quarterly cost inclusive of sub-total cost (2.2.1) and value added quarterly cost (2.2.2) will be R..... (VAT exclusive).

2.3 Annual fees

The following services will be included in annual fees:

- ✓ Conducting an annual national Occupational medicine hazard identification risk assessment (HIRA) with properly documented findings, recommendations and implementation plans within TFR's business areas as per the applicable legislative/s
- ✓ Review all occupational health risk matrices as per the outcomes of the HIRA
- ✓ Review all current Man-Jobs-Specifications as per the outcomes of the HIRA
- ✓ Review all TFR's Occupational health policies, procedures, codes of practices, forms and medical protocols as per legislative requirements, HIRA, Occurrence investigations reports, best practice reports and TFR's operational changes
- ✓ Licensing of all occupational health clinics/centres in accordance with applicable legislation/s i.e. TFR's and contractor's

2.3.1 Sub-total annual cost

Based on the above information, the sub-total annual cost to TFR will be R..... (VAT exclusive).

2.3.2 Value added service annual cost

Any additional service/s that is/are to be rendered to compliment the above annual proposed services, please specify and cost (VAT exclusive) each service recommended separately.

2.3.3 Grand total annual cost

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The grand total annual cost inclusive of sub-total cost (2.3.1) and value added annual cost (2.3.2) will be R..... (VAT exclusive).

2.4 Once-off fees (Contract term fees)

The following services will be conducted as a once-off and will be included in once-off fees:

- ✓ Conducting an initial national occupational health gap analysis on all TFR business areas with recommendations
- ✓ Conducting an initial national occupational health compliance audit/s with recommendations
- ✓ Conducting an initial national Occupational medicine hazard identification risk assessment (HIRA) with properly documented findings, recommendations and implementation plans within TFR's business areas as per the applicable legislative requirements
- ✓ Develop occupational medicine health policies, procedures, codes of practices, forms and medical protocols as per legislative requirements, HIRA, Occurrence investigations reports and best practice reports TFR. This will become property of TFR and will be branded with TFR's corporate logo and colours only
- ✓ Develop quality management framework for TFR in line with international standards and ISO 9001. This will become property of TFR and will be branded with TFR's corporate logo and colours only
- ✓ Develop any outstanding man-jobs-specifications as per the risk HIRA outcomes

2.4.1 Sub-total annual cost

Based on the above information, the sub-total once-off cost to TFR will be R..... (VAT exclusive).

2.4.2 Value added service annual cost

Any additional service/s that is/are to be rendered to compliment the above once-off proposed services, please specify and cost (VAT exclusive) each service recommended separately.

2.4.3 Grand total annual cost

The grand total once-off cost inclusive of sub-total cost (2.4.1) and value added annual cost (2.4.2) will be R..... (VAT exclusive).

2.5 Overall Project Cost

The total project fee to provide occupational health services with Transnet Freight Rail over a period of two years that is inclusive of section 2.1.3, 2.2.3, 2.3.3, and 2.4.3 will cost an estimated value of R..... (VAT exclusive).

2.6 Unit Rate Fee

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The following unit rate/s will be used when the above set target/s have been exceeded/not exceeded and also for re-conciliation purpose as TFR doesn't guarantee any volumes:

2.6.1 Occupational Health Nurse Practitioners' hourly rate = R

2.6.2 Occupational Medicine Practitioners' hourly rate = R

2.6.3 Pre-employment medical examination as per Section C.1:

2.6.3.1 Pre-employment medical examination as per Section C.1 conducted in TFR Clinics = R

2.6.3.2 Pre-employment medical examination as per Section C.1 conducted on the offsite Clinics i.e. not TFR clinics but service provider's clinic or sub-contracted clinic = R

2.6.4 Periodic medical examination as per Section C.2:

2.6.4.1 Periodic medical examination as per Section C.2 conducted in TFR Clinics = R

2.6.4.2 Periodic medical examination as per Section C.2 conducted on the offsite Clinics i.e. not TFR clinics but service provider's clinic or sub-contracted clinic = R

2.6.5 Transfer medical examination as per Section C.3:

2.6.5.1 Transfer medical examination as per Section C.3 conducted in TFR Clinics = R

2.6.5.2 Transfer medical examination as per Section C.3 conducted on the offsite Clinics i.e. not TFR clinics but service provider's clinic or sub-contracted clinic = R

2.6.6 Exit medical examination as per Section C.4 = R

2.6.6.1 Exit medical examination as per Section C.4 conducted in TFR Clinics = R

2.6.6.2 Exit medical examination as per Section C.4 conducted on the offsite Clinics i.e. not TFR clinics but service provider's clinic or sub-contracted clinic = R

2.6.7 Executive medical examination as per C.5 = R

2.6.8 Confirmation test (GCMS) - Drug and alcohol testing if non-negative = R

2.6.9 Biological monitoring (pathological) = R

2.6.10 Follow ups (chronic diseases + pending cases + IOD) = R

2.6.11 Diagnostic audiometry = R

2.6.12 ENT Specialist = R

2.6.13 Pulmonologist = R

2.6.14 Chest X ray = R

2.6.15 Travelling vaccination = R

2.6.16 Optometrist = R

2.6.17 Dermatologist = R

2.6.18 Ophthalmologist = R

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2.6.19 Mobile clinic (including towing, petrol, travel, and accommodation costs) = R

2.6.20 Data capturing hourly rate, if applicable = R

2.6.21 Travel rate per km = R

2.6.22 Mobile rate per km = R

2.6.23 Occupational health newsflash = R

2.6.24 Utilization of off-site clinic = R

2.6.25 Occupational health compliance audit = R

2.6.26 Canteen and ablution facility assessment = R

2.6.27 Notifying and updating TFR of any Occupational Health's legislative changes = R

2.6.28 National road shows on Occupational Health = R

2.6.29 Educational information on top ten health risk = R

2.6.31 Occupational medicine hazard identification risk assessment (HIRA) = R

2.6.32 Review or development of occupational health risk matrix = R

2.6.33 Review or development of Man-Jobs-Specifications = R

2.6.34 Review or development of Occupational health policy = R

2.6.35 Review or development of Occupational health procedure = R

2.6.36 Review or development of Occupational health code of practice = R

2.6.37 Review or development of Occupational health form = R

2.6.38 Licensing of all occupational health clinic = R

2.6.39 Conducting an occupational health gap analysis = R

2.6.40 Development of occupational health quality manual = R

2.6.41 Any other unit cost/s not included on the above (please specify) = R

3. TRANSNET FREIGHT RAIL'S RESPONSIBILITIES

Transnet Freight Rail will ensure the following:

- ❖ Employees are transported to the Occupational health facilities as scheduled
- ❖ Ensure employees attend medical examinations as scheduled
- ❖ Provide security on all TFR's clinics only
- ❖ Provide security, access to electricity, access to running water, access to toilets and secured parking facilities for mobile clinics where relevant and if placed within TFR's permitted business operational area
- ❖ Provide cleaning services for TFR clinics only
- ❖ Ensure TFR clinics complies with SASOM guidelines



- ❖ Provide computer/s in TFR Clinics for Occupational Health Information Management system – SAP System
- ❖ Provide telephone line/s in TFR Clinics with a maximum limit of R450-00 (Four Hundred and Fifty rand only, excluding VAT) per month per telephone line, thereafter the difference will be paid by the Occupational health service provider
- ❖ Provide right fax facilities in each TFR clinic only
- ❖ Increase or decrease any one of TFR's clinic at any time as per the operational requirements and the Occupational health service provider will capacitated as such
- ❖ Conduct an audit on the service provider's Occupational Health facilities, services, and equipment on quarterly basis or if required to do so at any time to ensure compliance with all the relevant legislations and this contract's obligations
- ❖ Shall ensure that Service Provider's data captures/Occupational Health Nurse Practitioners are sufficiently trained on capturing data TFR's Occupational Information Management System only during the inception of this service.
- ❖ Shall be responsible for the operational induction and provision of the necessary assistance to the Service Provider.

4. OTHER SERVICES TO BE PROVIDED BY THE OCCUPATIONAL HEALTH SERVICE PROVIDER

The following services will form part of the service level agreement between Transnet Freight Rail and the service provider without any additional cost/s:

- 1) Provide regular occupational health advisory services to TFR on "as and when" required.
- 2) Provide qualified Occupational Health Nurse Practitioners to conduct all medical examinations.
- 3) Provide dedicated Occupational health staff and human resources structure for all occupational health centres during weekday's (07:30 – 16:00) to deliver the Occupational Health Services nationally to TFR based on the geographical spread of TFR's operational requirements at agreed service delivery sites.
- 4) Scheduling of employees in accordance with the TFR's operational requirements and contractor's project plan.
- 5) Provide Occupational Medicine Practitioner/s to verify and interpret the results.
- 6) Provide Occupational Medicine Practitioner/s to certify employees for fitness for duty for all complicated and abnormal cases.
- 7) Provide Occupational Medicine Practitioner to oversee the development and implementation of medical surveillance program.
- 8) Ensure continuity of the service by arranging for back-up resources when the service providers' staff during staff holidays or absence through sickness or other reasons without additional cost/s to the client.



- 9) Responsible for training medical staff and ensuring that they keep up to-date with developments in the field of occupational health.
- 10) Participate in training and development on aspects of occupational health.
- 11) Provide outputs and responsibilities of all contracted personnel.
- 12) Remain accountable for the entire process of Occupational Health management services i.e. from the planning stage to the reporting thereon. If, for example, the services of an external analytical laboratory (SANAS approved) are used for analysis of samples, the Awarded contractor will remain accountable for the results obtained.
- 13) Onus will be on the contractor to ensure that appropriate analytical equipment and facilities are available for the tests required; to establish the competency of the laboratory personnel; and to agree on the quality assurance procedures to be employed before making use of such an approved laboratory. Quality assurance audit reports will be provided on annual basis to the TFR's Occupational Health Manager in writing.
- 14) All medical advices and delivery of Services will comply with all Health and Safety, Data Protection and other relevant legislations.
- 15) Preserve confidentiality of information provided by any employee or by TFR at all times.
- 16) Identify, evaluate and report employees with restrictions/non-conformances to standards and produce a baseline risk based report and required actions.
- 17) Submit weekly, monthly quarterly and yearly reports on trends with specific reports on identified risk and recommended mitigation processes.
- 18) Communicate all certificate of fitness to employee, line/ supervisor, human capital manager/s and retain copy in an employee's file/s.
- 19) Issue certificates of fitness in accordance with the TFR Occupational Health Policy and procedures.
- 20) Notify the relevant Human Capital and Line Manager telephonically and in writing where an employee or prospective employee does not attend an appointment or does not consent to a medical report being required from their General Practitioner or Consultant.
- 21) Attend and participate in TFR's regional operational SHER meetings by each Occupational health nurse practitioner appointed as requested.
- 22) Attend and participate in TFR operational ROE/RISKO Safety meetings nationally by service provider's management team member/s as requested.
- 23) Participate in TFR's Stakeholder meetings "as and when" required as per the TFR's business operational requirements.
- 24) Conduct weekly follow-ups on all pending cases, cases to be monitored and referred cases until closed.

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- 25) Participate on the initial weekly project meeting and thereafter on monthly project meetings.
- 26) Liaise and meet with TFR's Corporate Safety Office on agreed principles and interventions.
- 27) Liaise and meet with TFR's Occupational Health Specialist, Safety Managers, Safety Professionals, Line Managers, Human Capital, Information Technology Management, etc. on agreed principles and interventions.
- 28) Notify and update TFR of any Occupational Health's legislative changes or adoption of any new Occupational Health's legislative requirements which may require review and/or changes to TFR's occupational health policies, procedures and services.
- 29) Provide daily capturing of all employees' occupational health data onto the TFR's Occupational Health Information Management SAP System.
- 30) Responsible for the upkeep of all medical files / data and the filing of employees' personal information in accordance with all relevant legislations.
- 31) Medical files generated at off-site and mobile facilities of contractor to be captured on TFR's Occupational Health Information Management System on weekly basis and mobile generated files will be kept at the nearest off-site clinic or TFR clinic.
- 32) Maintain medical records for medical check-up and follow-up for maintaining health standards and also for evaluation.
- 33) Advise TFR on management of internal Occupational Health document control system.
- 34) Notify the TFR's Occupational Health Manager or his/her nominated representative of any changes in the staff providing the Service, whether temporary or permanent.
- 35) Provide stationary, posting, courier services and printing cartridges for all occupational health clinics i.e. TFR's and contractor's.
- 36) Provide and maintain occupational health operational requirements i.e. medical consumables, clinic stationeries, bacterial filters for lung function, pharmaceuticals where applicable, employees' medical records system and filing, removal of medical wastes by also providing certificates thereof, oxygen cylinders, and replacement of worn-out linen.
- 37) Any occupational health operational requirements provided by the contractor remains property of TFR such as clinic stationeries, medical waste certificates, employees' medical records, files, policies, procedures, standards, guidelines, forms, reports, and will be branded with TFR's corporate logo and colours only.
- 38) Provide scanning facilities (must be approved by TFR's ICTM prior to implementation if to be linked with TFR's computers) in all Occupational Health facilities to communicate certificates of fitness to line management.



- 39) Provide photocopying facilities in each Occupational Health facilities (must be approved by TFR's ICTM prior to implementation if to be linked with TFR's computers) to print standard forms, medical forms, etc, required for the occupational health services.
- 40) Provide travelling vaccinations as per TFR's policy.
- 41) As TFR will not provide any occupational health equipments to the service Provider to render this service through the entire contract term, the service provider will provide all medical equipments that are required to provide occupational health services in all areas; replace medical equipment/s that has depreciated over time, replace medical equipment/s that does not comply with legislative requirement/s as and when required at their own cost through the entire contract term.
- 42) Calibrate and maintain all medical equipment in the clinics, off-site and/or mobile units to comply with applicable legislative requirement/s and latest technology.
- 43) Ensure that all service provider's the occupational health clinics/centres
- 44) Ensure that all the occupational health clinics/centres are licensed as clinics in accordance with applicable legislation/s i.e. TFR's and contractor's.
- 45) Ensure that all TFR clinics licensed as clinics in accordance with applicable legislation/s once TFR has modified them to comply with SASOM guidelines.
- 46) Provide specialist services nearest to TFR business areas e.g. Audiologists, ENT's, Radiologists, Pathologists, Pulmonologists, etc.
- 47) Provide referral management and reporting.
- 48) Provide preferred provider networks
- 49) Responsible for the activation and payment of all Specialists related medical services applicable to referrals of work related medical abnormalities to determine fitness for duty and in accordance with directives of TFR's procurement policy.
- 50) Conduct an annual occupational health benchmarking vs. rail industry best practice, as well as provide comparisons and trends thereof.
- 51) Conduct and participate in TFR's Occurrence investigations and special occupational health investigations "as and when" required as per TFR's business operational requirements.
- 52) Comply with the requirements of the contractor's and TFR's health and safety policy, other health and safety policies, procedures, Contractor Safety Management policies and codes of practice. TFR will notify the Contractor of any changes to or adoption of TFR's new policies and procedures.
- 53) Assist with return to work and stimulate sustained improved attendance.



- 54) Conduct monthly walkthroughs in the TFR regional depots by each Occupational health nurse practitioner and Occupational Medicine Practitioner appointed and produce report thereof.
- 55) Assisting and facilitating the upkeep of the first aid boxes when brought to service provider's attention by the TFR's business operational areas.

5. OTHER GENERAL EXCLUSIONS

Any other exclusion/s to the above services must be detailed as such by the service provider as part of the submission of this proposal.

6. EVALUATION CRITERIA

The evaluation criteria will consider technical criteria, BBBEE criteria, commercial criteria and financial criteria based on the following as a minimum, in which technical criteria will account for 55% on the overall scoring:

- 1) Document or a system to ensure OMPs & OHNPs are registered with or will be registered with relevant authorities (SASOM, HCPSA, SANC, etc).
- 2) Company's relevant experience in the field of Occupational Health services - (Proof thereof).
- 3) Relevant references in the field of occupational health services and permission to contact - (Proof thereof – minimum of two occupational health references).
- 4) Certified occupational health service provider as ISO 9001 - (proof thereof - certification).
- 5) National footprint or an agreement with other service providers to form national foot print - (proof thereof).
- 6) Demonstrate the effectiveness of the proposed contract management structure to deliver the service nationally. Provision suitably qualified and competent project team members – (Proof thereof - Provide resumé of all the team members with qualifications, experience and company proposed structure).
- 7) Project plan to execute the service.
- 8) Ability to delivery service where required on weekdays - (proof thereof).
- 9) Provision or access to offsite clinics (proof thereof).
- 10) Capability of licensing of all occupational health clinics/centres in accordance with applicable legislation.
- 11) Provision or access to Mobile facilities (proof thereof).
- 12) Number of Occupational Medicine Practitioners to deliver the service nationally.
- 13) Occupational Medicine Practitioners' weekly hours to deliver the service nationally.
- 14) Number of Occupational Health Nurse Practitioners to deliver the service nationally.
- 15) Occupational Health Nurse Practitioners' daily hours to deliver the service nationally.
- 16) Provision of daily data capturing nationally - (proof thereof).
- 17) Access to different specialists i.e. Audiologists, pulmonologist, ENT, Radiologist, etc - (proof thereof).



- 18) Access to different analytical laboratories/associates - Capability to send samples for analysis (biological samples) - (proof thereof).
- 19) Development of occupational health standards (Frame work and examples thereof).
- 20) Evidence of value added services - Any additional services that are rendered to compliment the proposed service offering.
- 21) BBBEE status in order to comply with Transnet Freight Rail's requirements – submit valid proof
- 22) Provide valid proof of an income tax status.
- 23) Proof of professional indemnities.
- 24) Access to upfront capital funding for occupational health equipment/s – (proof thereof).
- 25) Provide required documentation in accordance with Transnet Freight Rail's tender / vendor declaration form.
- 26) Submit valid COID / Compensation Letter of Good Standing.
- 27) Proof of insurance liability in respect of damage to or loss of the Service Provider's movable property or equipment (or movable property under the Service Provider's control).
- 28) Financial implications to TFR i.e. total package fee, monthly fee, quarterly fee, annual fee, once-off fee and each unit rate fee.

4. GENERAL INFORMATION

It is required that all TRANSNET operating divisions will be included in the scope of this Proposal.

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 RFP.

5. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 of the General Tender Conditions Form CSS5 (revised July 2008). The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder only if TRANSNET is requested by the Respondent to effect payment overseas direct to the Respondent's principal/Contractor.

- (a) R1.00 (South African currency) being equal to..... (foreign currency).
.....% in relation to tendered price(s) (.....) to be remitted overseas by TRANSNET.

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- (b) (Name of country to which payment is to be made).
(c) Beneficiary details :
Name (Account holder)
Bank (Name and branch code)
Swift code
Country
(d) (Applicable date of exchange rate).

6. **AS AND WHEN CONTRACTS**

Purchase orders will be placed on the successful Respondents from time to time as and when supplies are required.

TRANSNET reserves the right to place purchase orders until the last day of the contract for deliveries to be effected within the delivery period/lead time specified beyond the expiry date of the contract under the same terms and conditions as agreed upon.

The Respondents must indicate hereunder the combined manufacturing and delivery lead time for delivery of the Goods /products/material to end destination in the Republic of South Africa, calculated as from the seventh day after the date of the relevant purchase order:

RFP ITEM NO.

- | | | |
|-----|-------|----------------|
| 1. | ..... | (weeks/months) |
| 2. | ..... | (weeks/months) |
| 3. | ..... | (weeks/months) |
| 4. | ..... | (weeks/months) |
| 5. | ..... | (weeks/months) |
| 6. | ..... | (weeks/months) |
| 7. | ..... | (weeks/months) |
| 8. | ..... | (weeks/months) |
| 9. | ..... | (weeks/months) |
| 10. | ..... | (weeks/months) |
| 11. | ..... | (weeks/months) |
| 12. | ..... | (weeks/months) |
| 13. | ..... | (weeks/months) |
| 14. | ..... | (weeks/months) |
| 15. | ..... | (weeks/months) |
| 16. | ..... | (weeks/months) |
| 17. | ..... | (weeks/months) |
| 18. | ..... | (weeks/months) |
| 19. | | (weeks/months) |
| 20. | | (weeks/months) |
| 21. | | (weeks/months) |
| 22. | | (weeks/months) |
| 23. | | (weeks/months) |

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- (i) Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements.
- (ii) Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by TRANSNET. Material supplied earlier than specified may not be paid for or may be returned with the Contractor being held liable for all expenses incurred, eg. railage charges, handling charges, etc., both ways.

If the delivery period(s) offered by the Respondents is/are subject to a maximum monthly production capacity, full particulars must be indicated hereunder:

RFP ITEM NO.	MAXIMUM MONTHLY PRODUCTION CAPACITY
1.	(weeks/months)
2.	(weeks/months)
3.	(weeks/months)
4.	(weeks/months)
5.	(weeks/months)
6.	(weeks/months)
7.	(weeks/months)
8.	(weeks/months)
9.	(weeks/months)
10.	(weeks/months)
11.	(weeks/months)
12.	(weeks/months)
13.	(weeks/months)
14.	(weeks/months)
15.	(weeks/months)
16.	(weeks/months)
17.	(weeks/months)
18.	(weeks/months)
19.	(weeks/months)
20.	(weeks/months)
21.	(weeks/months)
22.	(weeks/months)
23.	(weeks/months)

(If there is insufficient space above to accommodate all the items concerned, a separate statement containing the details must be submitted).

The Respondents must state hereunder the annual holiday closedown period and also if this period has been included in the delivery period offered

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Date and company stamp



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The Respondent is to furnish the following information:

What action does the Respondent propose to take to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which would ordinarily occur within the stated delivery period:

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

7 RESPONDENT'S SAMPLES

Only in cases when the Respondent submits a sample(s) of the Goods/products/material tendered for by it, the sample(s) must be forwarded on or before the deadline date to the addressee hereunder:

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

The sample(s) must be clearly marked with the reference number of this RFP and the names and addresses of both the Respondent and the manufacturer.

FAILURE TO SUBMIT THE SAMPLE(S) IN DUE TIME MAY RESULT IN A PROPOSAL BEING REJECTED. PROPOSALS MUST UNDER NO CIRCUMSTANCES BE INCLUDED IN THE PACKAGE CONTAINING A SAMPLE(S).

The Respondents must state the following:

- (i) Has/have a sample(s) been submitted?

.....

- (ii) How and to whom forwarded?

.....

- (iii) Date of dispatch

Respondent's signature

Date and company stamp



8. **RE-PRODUCTION SAMPLES/PROTOTYPES**

Only in cases when a pre-production sample(s) / prototype(s) is/are called for, the Respondent should state here the date required to deliver the necessary pre-production samples(s)/prototype(s) calculated as from the date of notification of acceptance of the Proposal

NB : Purchase orders will be placed on the successful Respondent(s) only after the date of approval of the pre-production sample(s).

The date on which delivery will commence after the pre-production sample(s)/prototype(s)/ has/have been approved, calculated as from the date of such approval

9. **MANUFACTURERS**

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

(i) LOCAL :

TENDER ITEM NO.	NAME	ADDRESS (IN FULL)
.....
.....

(ii) OVERSEAS :

TENDER ITEM NO.	NAME	ADDRESS (IN FULL)
.....
.....

10. **CONTRACTORS**

The Respondents must state the actual name(s) and address/addresses of the Contractors of the Goods for inspection purposes only:

(i) LOCAL :

TENDER ITEM NO.	NAME	ADDRESS (IN FULL)
-----------------	------	-------------------

Respondent's signature

Date and company stamp



.....

.....

.....

(ii) OVERSEAS :

TENDER ITEM NO.	NAME	ADDRESS (IN FULL)
.....
.....
.....

11. IMPORTED CONTENT

The Respondents must state hereunder the value of the imported content as well as the country of origin in respect of each item tendered for:

TENDER ITEM NO.	PORTION OF THE PRICE	COUNTRY REPRESENTING THE IMPORTED CONTENT
.....
.....
.....
.....

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

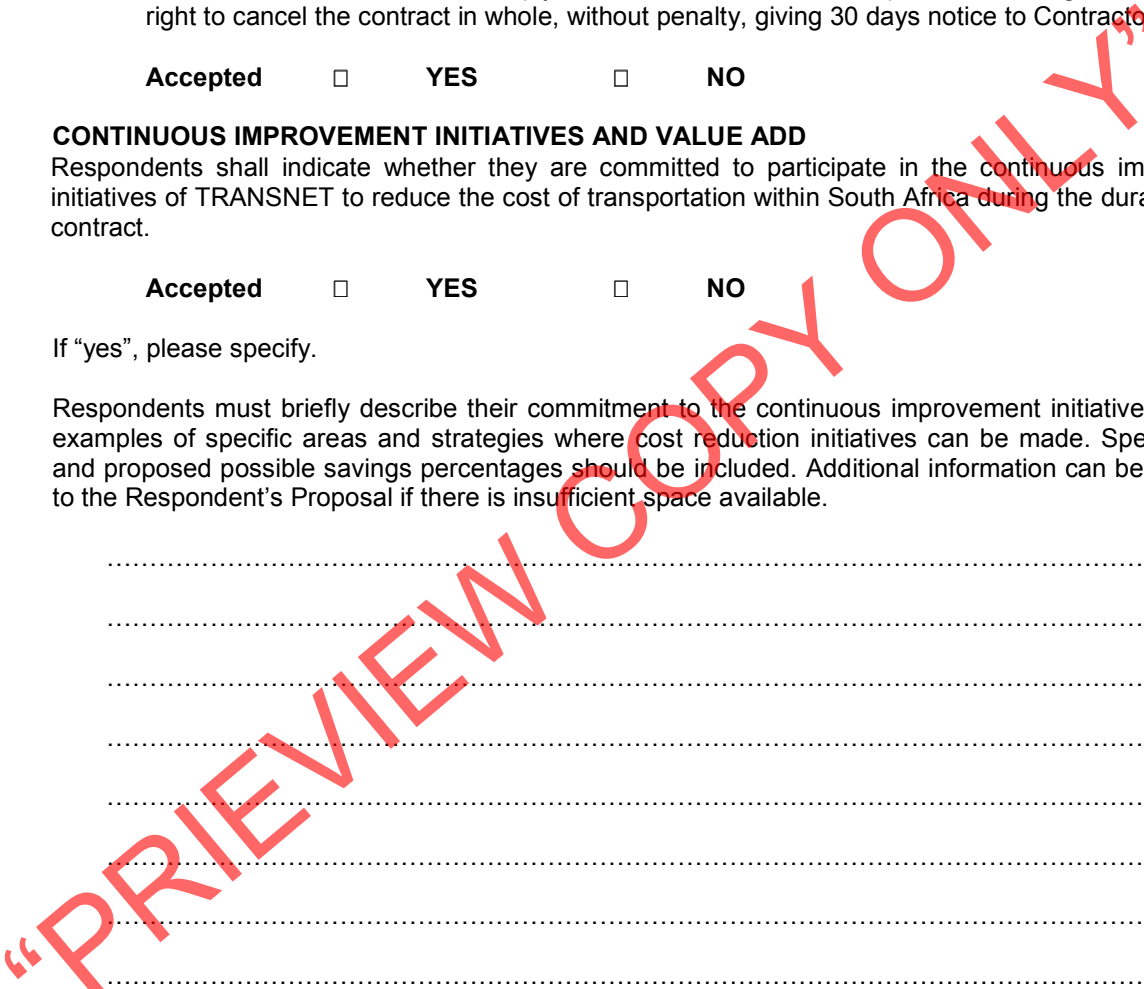
12. SERVICE LEVELS

- 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 Contractor's account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Contractor's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet
- Contractor guarantees that it will achieve a 95% service level on the following measures. If the Contractor does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly sales payable in the next quarter:
 - Pick perfect rate/quantity/specifications

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- Contractor must provide a toll-free number or alternative number for customer service calls.
- Contractor will pay all costs for returns (shipping, restocking, etc.) as long as materials are in resalable condition. Time limitation on returns will be 14 working days from date of delivery unless the product needs to be shipped back to original manufacturer either for repair or replacement, and then another future reasonable date shall be determined.
- Failure of the Contractor to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 days notice to Contractor.

13. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

Accepted ☐ **YES** ☐ **NO**

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

REVIEW



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14. 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 Contractor in relation to -

(i) quality and specification of Goods delivered:

.....

.....

.....

.....

(ii) continuity of supply:

.....

.....

.....

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

.....

.....

.....

15. REFERENCES

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

Name of Company	Contact Person	Telephone number

Respondent's signature

Date and company stamp



16. EVALUATION CRITERIA

16.1 TECHNICAL

OCCUPATIONAL HEALTH DETAILED TECHNICAL EVALUATION		
Experience, Knowledge and Qualification		
-	Summary	Details
1	Experience in Occupational Health (OH) Management service	Documented evidence of Occupational Health & Occupational health Management as a core competence and a minimum of 5 years experience in Occupational Medicine
2	Certified as ISO 9001 Company: Quality Management & registration	Evidence of the existence of a quality driven management system Information management System to proof capability of quality management system Accredited for quality management system i.e. International Organization for Standardization (ISO) 9001
3	Registration with South African Society of Occupational Medicine (SASOM)	Document or a system to ensure OMPs & OHNPs are registered with or will be registered with SASOM
4	Registration with Health Professions Council of South Africa (HPCSA).	Document or a system to ensure OMPs & OHNPs are registered with or will be registered with HPCSA
5	Registration with South African Nursing Council (SANC).	Document or a system to ensure OHNPs are registered with or will be registered with SANC
6	Occupational health related references	Minimum of two written references that the service can be confirmed with
OCCUPATIONAL HEALTH DETAILED TECHNICAL EVALUATION		
Capacity, Support, & Infrastructure		
-	Summary	Details
1	Proof of National Footprint	Company has national footprint or an agreement with other service providers to form national foot print
2	Provision or access to clinics other than TFR Clinics	Has infrastructure to conduct medical examinations nationally i.e. service provider's clinics, mobiles or sub-contracted facilities
3	Provision or access to mobile facilities	Has infrastructure to conduct medical examinations nationally mobiles clinics or sub-contracted facilities

Respondent's signature

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Date and company stamp



4	Provision or access to analytical laboratories or associates nationally	Service Level Agreement with related laboratories/associates to conduct biological analysis.
5	Provision or access to Occupational Medicine Practitioners (OMPs) nationally	Number of OMPs to conduct medical examinations nationally
6	Provision or access to Occupational Health Nurse Practitioners (OHNPs) nationally	Number of OHNPs to conduct medical examinations nationally Operate 5 days a week from 07:30 - 16:00 or "as and when" required (emergency) Capability to deliver a health management service on an "as and when required" basis
7	Provision or access to different health specialist nationally	Service Level Agreement with different health specialist (i.e. ENT, Audiologist, radiologists, dermatologist, pulmonologist, Optometrist, Ophthalmologist, etc)
8	Provision or access to data captures nationally	Number of data captures to assist occupational health information management nationally
9	Provision or access to occupational health medical equipments	Capability to offer the service nationally with the service provider's medical equipment or leased equipment
OCCUPATIONAL HEALTH DETAILED TECHNICAL EVALUATION		
Organisation Capability		
	Summary	Details
1	Proof of Structure	Demonstrate the effectiveness of the proposed contract management structure .
2	Proof of Project Plan	Evidence of a proposed project plan on how the project will be implemented and managed
NO. TECHNICAL:		
1	Experience, Knowledge and Qualification	
2	Capacity, Support, & Infrastructure	

16.2 COMMERCIAL

Competitive Pricing

Financial Capacity – Submit Financial Statements

6.3 BEE

Respondent's signature

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Date and company stamp



SECTION 3

RFP NUMBER: CRAC JHB 7126

PROVISION OF HEALTH SERVICES TO TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS

PROPOSAL 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 tender documents.

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

- (i) Conditions of Contract, Form No. US7 (revised June 2008);
- (ii) General Tender Conditions, Form CSS5 (revised July 2008); and

Respondent's signature

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Date and company stamp



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

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

Should TRANSNET decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Proposal (and, if any, its covering letter and any subsequent exchange of 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 Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the service, within four weeks, TRANSNET may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of 1 year 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 service be delayed due to non-performance by us.

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFP

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

Respondent's signature

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Date and company stamp



VALIDITY PERIOD

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

This tender 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 Proposal.

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 tender 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

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Date and company stamp



REGISTRATION CERTIFICATE

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

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 – Goods (revised July 2007).

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 Goods or service, 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	
----	--

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	
----	--

Respondent's signature

Date and company stamp



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 of the particular item(s) or service(s) purchased outside the contract.

RETURNABLE DOCUMENTS

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

Notice to Bidders – Section 1	✓
Background overview – Section 2	✓
Proposal Form – Section 3	✓
Resolution of Board of Directors (Respondent's Representative) - Section 4	✓
Certificate of Acquaintance with RFP Documents – Section 5	✓
Pricing & Delivery Schedule - Section 6	✓
General Tender Conditions - Form CSS5 – Section 7	✓
Conditions of Contract - Form US7 – Section 8	✓
Audited Financials for previous year	✓
Valid Tax Clearance Certificate	✓
VAT Registration Certificate	✓
BBBEE Accreditation Certificate	✓
Specifications and Drawings – Section 10	✓
Non-Disclosure Agreement – Section 11	✓

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

Respondent's signature

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Date and company stamp



By signing the RFP documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFP, 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 at _____ this _____ day of _____ 2008.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

Respondent's signature

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Date and company stamp



SECTION 4

RFP NUMBER: CRAC JHB 7126

PROVISION OF HEALTH SERVICES TO TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS

SIGNING POWER: RESOLUTION OF BOARD OF DIRECTORS

Name of Company _____

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

FULL NAME(S)

CAPACITY

SIGNATURE

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

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

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY



SECTION 5

RFP NUMBER: CRAC JHB 7126

PROVISION OF HEALTH SERVICES TO TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS

CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

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

I/We furthermore agree that Transnet Limited shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/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 _____ 2011.

WITNESS : _____

SIGNATURE OF RESPONDENT

Respondent's signature

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Date and company stamp



SECTION 6

RFP NUMBER: CRAC JHB 7126

PROVISION OF HEALTH SERVICES TO TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS

GENERAL TENDER CONDITIONS

(Revised July 2008)

Refer Form CSS5 attached hereto.

Respondent's signature

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Date and company stamp



SECTION 7

RFP NUMBER: CRAC JHB 7126

PROVISION OF HEALTH SERVICES TO TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET

(Revised October 2007)

Refer Form US7 attached hereto.

"PREVIEW COPY ONLY"

Respondent's signature

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Date and company stamp



SECTION 08

RFP NUMBER: CRAC JHB 7126

PROVISION OF HEALTH SERVICES TO TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS

NON-DISCLOSURE AGREEMENT (NDA)

Complete and sign NDA attached hereto.

Respondent's signature

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Date and company stamp



SECTION 09

RFP NUMBER: CRAC JHB 7126

**PROVISION OF HEALTH SERVICES TO TRANSNET FREIGHT RAIL
NATIONALLY FOR A PERIOD OF TWO YEARS**

SUPPLIER DECLARATION FORM

“PREVIEW COPY ONLY”

Respondent's signature

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Date and company stamp



SECTION 10

RFP NUMBER: CRAC JHB 7126

**PROVISION OF HEALTH SERVICES TO TRANSNET FREIGHT RAIL
NATIONALLY FOR A PERIOD OF TWO YEARS**

SUPPLIER CODE OF CONDUCT

“PREVIEW COPY ONLY”

Respondent's signature

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Date and company stamp



SECTION 11

RFP NUMBER: CRAC JHB 7126

PROVISION OF HEALTH SERVICES TO TRANSNET FREIGHT RAIL NATIONALLY FOR A PERIOD OF TWO YEARS

ATTENDANCE CERTIFICATE

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

BRIEFING SESSION : 22 FEBRUARY 2011
TIME : 11H00
VENUE : 1 HOUER ROAD
: TFR CAB ADMIN BUILDING
: CITY DEEP, JOHANNESBURG

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

Contact people on sites: BRIAN MONGOMA

8.1. ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of

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

TRANSNET'S REPRESENTATIVE TENDERER'S REPRESENTATIVE

DATE :.....

VERY IMPORTANT

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

SIGNATURE OF TENDERER:

Date:

Respondent's signature

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Date and company stamp