

**TRANSNET FREIGHT RAIL**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No. ERAC-WGO-MM40-20204**

**FOR THE PROVISION OF INFRARED THERMO GRAPHIC SCANNING OF RAILWAY ELECTRIFICATION EQUIPMENT, PROCESSING OF DATA AND THE PRESENTATION ON 3KV DC LINE UNDER THE CONTROL DEPOT ENGINEER, ERMELO.**

**SITE BRIEFING DATE:** 19 JANUARY 2016  
**VENUE:** TRANSNET – INFRA BUILDING  
22 INDUSTRIA AVENUE  
ERMELO  
**TIME:** 10:00

**FOR DIRECTIONS CONTACT SIPHUMELELE NTSETHE ON 083 980 0980**

**ISSUE DATE:** 13 JANUARY 2016  
**CLOSING DATE:** 26 JANUARY 2016  
**CLOSING TIME:** 10:00  
**VALIDITY DATE:** 30 APRIL 2016

## Section 1

### NOTICE TO BIDDERS

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

<b>METHOD:</b>	Submit physically
<b>CLOSING VENUE:</b>	Transnet Freight Rail Tender Advice Centre Inyanda House 1, Ground Floor 21 Wellington Road Parktown Johannesburg 2000

#### 1 Responses to RFQ

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

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

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

**The value of this bid is estimated to be below R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.**

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.**

##### 2.1 B-BBEE Improvement Plan

**2.2** Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 2.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period. Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of Annexure A appended hereto.

### 3 Communication

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

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

Name: **Prudence Nkabinde**  
Email: [prudence.nkabinde@transnet.net](mailto:prudence.nkabinde@transnet.net)  
Telephone: **(011) 544-9486**

Respondents may also, at any time **after the closing date of the RFQ**, communicate with the Buyer of the Transnet Freight Rail on any matter relating to its RFQ response:

Name: **Matete Madisha**  
Email: [matete.madisha@transnet.net](mailto:matete.madisha@transnet.net)  
Telephone: **(011) 878 7070**

### 4 FORMAL BRIEFING

A **compulsory** site briefing will be conducted at Transnet freight Rail on the Tuesday, **19 January 2016; 10h00 at Transnet – Infra Building 22 Industria Avenue, Ermelo** thereafter proceed to physical site viewing. [Respondents must wear safety clothes – Reflector vest and boots]. The briefing session will start punctually at 10h00 and information will not be repeated for the benefit of Respondents arriving late.

**4.1** A Certificate of Attendance set out in Section 4 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFQ briefing.

**4.2** Respondents failing to attend the compulsory RFQ briefing will be disqualified.

Respondents without a valid RFQ document in their possession will not be allowed to attend the site meeting and/or RFQ briefing

### 5 Legal Compliance

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

### 6 Changes to Quotations

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

### 7 Pricing

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

### 8 Prices Subject to Confirmation

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

## 9 Binding Offer

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

## 10 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ; or
- make no award at all.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS : 0800 003 056**

<p><b>RFQ FOR THE PROVISION FOR THE PROVISION OF INFRARED THERMO GRAPHIC SCANNING OF RAILWAY ELECTRIFICATION EQUIPMENT, PROCESSING OF DATA AND THE PRESENTATION ON 3KV DC LINE UNDER THE CONTROL DEPOT ENGINEER, ERMELO.</b></p> <p><b>SITE BRIEFING DATE: 19 JANUARY 2016</b></p> <p><b>VENUE: TRANSNET INFRA BUILDING, 22 INDUSTRIA AVENUE ERMELO</b></p> <p><b>TIME: 10:00</b></p> <p><b>CLOSING DATE &amp; TIME: 26 JANUARY 2016 AT 10:00</b></p> <p><b>CLOSING VENUE: TRANSNET FREIGHT RAIL TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG 2000</b></p> <p><b>VALIDITY PERIOD: 90 DAYS</b></p>
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## SECTION 2

### EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

#### 11 Evaluation Criteria

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

Criterion/Criteria	Explanation
<b>Administrative responsiveness</b>	<ul style="list-style-type: none"> <li>• Completeness of response and returnable documents</li> <li>• Verify the validity of returnable documents</li> </ul>
<b>Substantive responsiveness</b>	<ul style="list-style-type: none"> <li>• <b>C-Green Certificate - OHTE</b></li> <li>• (Failure to submit the required certificate, tender will not be evaluated to next stage)</li> </ul>
<b>Functionality Threshold</b>	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <p><b>Respondents are to note that functionality is included as a technical threshold with a prescribed minimum percentage of 60% must be obtained in order to advance to next stage 3.</b></p> <ul style="list-style-type: none"> <li>• Health/Safety plan and Environmental Plan - 25%</li> <li>• Infrared Plant and Equipment – 25%</li> <li>• Delivery time (2 weeks after award) – 25%</li> <li>• Proven experience of Infrared thermographic scanning OHTE – 25%</li> </ul>

<p><b>Final weighted evaluation based on 80/20 preference point</b></p>	<ul style="list-style-type: none"> <li>• Pricing – <b>80 points</b></li> <li>• B-BBEE status of company – <b>20 points</b> Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.</li> </ul>
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**12 Validity Period**

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ. This RFQ is valid until **30 April 2016**.

**13 Disclosure of Prices Quoted**

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

YES  NO

**14 Returnable Documents**

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

**All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.**

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

***Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.***

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
- SECTION 4 – Price Schedules	
- C-Green Certificate - OHTE	

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

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

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a Certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- Letter of Good Standing from Department of Labour	

#### **CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

"PREVIEW COPY ONLY"

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

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

**SECTION 3**  
**QUOTATION FORM**

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

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

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

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

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

**"PREVIEW COPY ONLY"**



## SCOPE OF WORK

This project specification covers Transnet Freight Rail's requirements for infrared thermographic scanning of railway electrification equipment, processing of data and the presentation of results for the purpose of preventative maintenance on 3kVDC and 25 Kv AC overhead track equip of Transnet Freight Rail.

1. The Working Area shall be the overhead track equipment owned and maintained by Transnet Freight Rail at any Work location within the borders of the Depot Engineers Ermelo, Ogies and Maviristad.
2. The estimated total distance of overhead lines to be scanned is **542 km**. The overhead lines will be scanned during the night. It is expected between 50 km and 200 km and a average of five hours can be scanned per night. Transnet Freight Rail does not guarantee the estimated km scanned will be achieved on the night. The depot will, therefore determine the section to be scanned per night to suit their needs.
3. The Technician will determine the Working Areas where the scanning of the overhead track equipment shall be done, and shall instruct the Contractor regarding the priorities and programme for performance of the Work with regular updates.
4. The Contractor shall perform the following within Transnet Freight Rail's territories Ermelo, Ogies and Maviristad and according to the scope of work:
  - 4.1. Mount and dismount under supervision, the infrared camera onto- or from the stationary locomotive.
    - 4.1.1 Perform the job only during the night.
    - 4.1.2 The Contractor shall test his/her equipment prior to starting a scanning trip.
    - 4.1.3 The Contractor shall set the infrared camera to clearly view the Overhead track Equipment to be scanned.
    - 4.1.4 The Contractor shall record the exception events and GPS co-ordinates continuously.
    - 4.1.5 After every scan, the Contractor shall label the recordings according to the depot name, section and the Line scanned
    - 4.1.6 The Contractor shall sign the site diary and site instruction book an every scanning trip.

## 5.0 INSTALLATION

- 5.1 The Contractor shall design clamps and fasteners that will fit to all Transnet Freight Rail's locomotive consist. The design shall be such as to facilitate the equipment to be quickly and securely attached near "LIVE" equipment while stationery in a yard or station area, and in compliance with Transnet Freight Rail's safety requirements.
- 5.2 No drilling or other method shall be used which cause damage to the locomotive.
- 5.3 The Contractor shall, under supervision, be responsible for mounting, connecting his/her equipment in such a way that the wires are not preventing the staff free movement and dismantling of the equipment from the locomotive.

## **6.0 WORK TO BE DONE BY TRANSNET FREIGHT RAIL**

- 6.1 Transnet Freight Rail shall, subject to its access control, security and safety arrangements; provide to the Contractor such access as is required to perform the works.
- 6.2 Transnet Freight Rail will provide transport for the Contractor's staff between the point of rendezvous as agreed and the point of arrival or departure of the train within a maximum range of 20km.
- 6.3 Transnet Freight Rail's Electrical Officer shall be available to co-ordinate the Contractor's performance of the work and to supervise the Contractor performing work in close proximity to "LIVE" overhead electrical equipment, such as mounting or detaching the equipment onto- or from a locomotive.
- 6.4 The Supervisor or his deputy shall determine on which train and/or locomotive the infrared scanning equipment shall be mounted in order to optimise, as far as possible, the scanning time. He shall advise the Contractor seven (7) calendar days in advance of the section, time and rendezvous for accompanying the Contractor to the locomotive.
- 6.5 The Supervisor or his deputy shall do verification audits on each report, before making payments and dispatching reports to respective depots.
- 6.6 The Supervisor or his deputy accompanying the Contractor shall monitor and record all scanning operations and certify payment therefore in accordance with the contract.
- 6.7 The Supervisor or his deputy shall ensure that parties involved in making payments sign the site diary and instruction book accordingly.
- 6.8 Transnet authorization Category-C is required of any person who works on electrification equipment near (within 3-m of) "live" equipment. A Category-C authority certificate is issued on the successful completion of a training module and written test to persons who are working near "LIVE" equipments. The training module is presented over four days.

## **7.0 EQUIPMENT TO PERFORM INFRARED SCAN**

### **TFR Infra Ermelo Depot specific OHTE IRT Survey Solution / Programme - technical requirements - in addition to Transnet Freight Rail Technical BBD 8514 (Requirements for Infrared Thermographic Scanning of Overhead Track Equipment)**

#### **7.1. Objectives of the OHTE IRT Survey Solution and Services:**

The Solution (and Service) required should clearly constitute a total OHTE IRT Survey solution / Programme – for OHTE Condition Monitoring, indicative of all the aspects involved such as, personal qualifications and experience, TQM (Total Quality Control), data integrity, service deliverable capacity, adequate equipment and legally licensed applicable software – processes and protocols to guarantee dependable and reliable reporting / information.

The objective: IRT Fault Report - with failure predictions / classifications of infrastructure components, condition and reactions. (Not a hotspot data record / index).

## 7.2. The purpose of the IRT OHTE survey is expressly to –

- **Generate an Infrastructure Quality Index (IQI)**  
(Note - which implies functionalities - display data as visual representations to provide quantitative and Qualitative data mining, dereferenced maps / graphs etc.)
- **IRT Report 3 Elements should include:**
  - OHTE(C) Overhead Track Equipment Components
  - OHTE(P) Overhead Track Equipment Pantograph Interface
  - OHTE(S) Overhead Track Equipment Components Thermal Stagger

### **Survey System / Software / Information (Data) – for a Preventative Maintenance Programme**

(Note – which implies functionalities – managed information over time / according to priority (Information Classification))

### **TFR Technical Specification: BBD5814 – 1. Scope ... "of results for the purpose of preventative maintenance..."**

- Specifically classify faults / risk in 5 categories – including Category 3 – PREVENTATIVE.
- The survey system: THERMATRACK 3.01, or similar – On-board recording device (Survey unit / THERMATRACK Recorder), the office software, Report Management Tool RMT (THERMATRACK Reporter), with mobile data tools (THERMATRACK MOLIBE (Android App. / GPS Export (geo Thermal images, etc.)

## 7.3. Data

### **Electronic format**

### **Visual Data (VD / images)**

The primary report / rendered format for should be of this nature – Optimized Moving Image Format (OMIF) – with the relevant Look-up Data (LD) to each frame (image) hardcoded (embedded).

The coded Look-up Data (LD) for each image frame SHOULD include – positioning data: The GPS position, and -

- Survey Data (SD) – is a requirement and includes the following: Image frame number, date and time stamp each frame, positioning data, a pixel cursor temperature map,
- Where applicable after processing - the thermal incident highest temperature and the base reference temperature.
- Facility to add / edit component references – for each incident.
- Facility to add / edit general remarks – for each incident.

with preferably –

- Infrastructure Data (ID) including: The line name, the section (network) ID and the OHTE mast post references.
- Operational Data (OD) including: Train number, type and quantity of locomotives, number of axles, and tonnage.
- Each surveyed section data series – should be partitioned in manageable frame / report sequence volumes.

#### **Excel Sheets / Statistics**

- Reflect / include all the information above / except image

#### **Hard copy / Print format**

- Reflect / include all the information above / including image

#### **7.4. Equipment / System - Onboard**

The single sensor system will record – image of -

- the required rear view infrastructure and –
- the additional Pantograph –
  - Preferably inclusive of all the relevant Look-up Data (LD) for the Optimized Moving Image Format (OMIF) Data.
- At maximum wide angles in relation to the infrastructure,
- With the physical installations not exceeding footplate restrictions.
  - Mounting combinations various locomotives - non-intrusive
- Sensor specifications – will be evaluated on the following criteria:
  - Minimum requirements:
  - IR Resolution: 680x480 (minimum requirement)
  - Emissivity correction: Variable from 0.01 to 1.0
  - Thermal sensitivity/ NETD: <0.05°C @ + 30°C/ 50mK
  - Capacity: 100 Hz /
  - FOV: wide angle
  - Spectral range: - μm ?
  - Detector time constant: ?
  - Atmosphere transmission correction:?
  - Reflected apparent temperature correction:?
  - Focus: ?

The single enclosed carry-on unit, containing IRT sensor units and an integrated GPS system, the lowest possible DC voltage operating system, with an operational endurance of 10 hours.

- The secure enclosed carry case MUST be a single person operated unit, to facilitate non-platform embark and disembark at ease - and be able to carry over reasonable distance.
- When the system is deployed, clutter in the cabin such as cables, must be limited, and installations in accordance with the footplate regulations.
- Power supply should be completely independent and isolated from the locomotive – preferably 12V DC or lower, integrated / incorporated into the system.
- The GPS system tracking functions should exceed 7 satellite signals on average –
- Display functions SHOULD include a monitor for the TFR Infra observer.
- The system should offer a 10 hours idle / standby,
- The system data recording functionalities MUST be automated for - pause - stop – start.

### 7.5. Equipment / System - Analytical Report Tool (ART)

Software Application – for the end user to review the Optimized Moving Image Format (OMIF) – should be licensed to Transnet Freight Rail for the duration of the validity / relevance of the data.

The Software Functionalities SHOULD include –

- The minimum required basic features for viewing of the actual - Moving Images:
  - Every image – must display all information embedded – according to Tech Spec BBD5814 (Mast locations / section ID / fault values / etc.)
  - Quick view slider,
  - play forward -
  - play backward, -
  - frame-by-frame,
  - still image (with SD functions - pixel cursor temperature,)
  - auto temperature range pan view,
  - manual temperature range pan view,
  - colour and grayscale palette switch,
  - incident identifier and temperature highlighter,
  - Search function – by frame, and GPS, and Mast pole.
- Simultaneous geo-referenced interpolation viewer (map / Ortho images) with spatial presentation of incident data - is the absolute requirement.
- Review flagged frames - by frame, with minimum features:
  - Reselection of affected infrastructure, severity, fault (incident) temperature and reference (base) temperature, and –
  - comments add / edit,
  - components add / edit,
- Report management and review – with minimum functions:

- All reports must be processed and present –
  - OHTE C (components) 5 Level Classification of incidents and –
  - OHTE S (Stagger) and -
  - OHTE P (Pantograph interaction)
- Categorize / prioritize actions, and – and accordingly selectively generate:
  - Excel spreadsheets,
  - Excel Soft copies
  - PDF Soft and hardcopies,
  - MSWord soft copies,
  - Statistics generator,
  - GPS export (info and image),
  - GPS import (info and image)
  - Search functions.
- Integrated Report GPS export functions (image and data) to GPS
- Generate various data information sharing tool – such as Quick Report / Video report (includes all the info – such as mast locations, etc.)
- New reports - functions should include: Easy integrated functions to create a new report per frame - with coded Look-up Data (LD), requirement is a 1 step function.
- Required Advanced functions:
  - Video report (embedded positioning /mast locations),
  - Inquiry report (multi image report print – with all embedded LD information
  - Analytical component – generate temperature graphs – and report output with embedded LD information
  - Geo image – GPS Application / Android Application – of importing and generating reports.

Notes: The electronic report format – should have a direct link to the moving file format. The information format / argitecture for the Analytical Report Tool (ART) SHOULD not be database driven – in the interest of simplicity and technical considerations. The ART application should be Window XP, Service Pack 2 supported, for PC (Desktop / Laptop) – and Windows 7.

## 7.6. Data Integrity Protocol

- It is a requirement that (initial) data processing is computer / software automated – as to avoid human intervention.
  - The process should include - quality control methodology / protocol
- Original data properties should remain evident – after end user / Analytical Report Tool intervention.

### The solution requirements

The O H T E IRT survey service is viewed as an integrated TFR function / services solution - the contractor MUST be able to demonstrate – the capacity (with reserve) and competency to provide a reliable onsite service and offsite outcome based standardized result.

- Success is highly dependent on integrated workflow processes – from survey planning to executions, in conjunction and dependent on TFR systems / protocols, hence - the contractor / supplier must be able to demonstrate all inter-related aspects to facilitate co-operations –
  - Protocols and Methodology
    - Analytical Standards / classification ratios, etc.
  - documents,
    - Planning documents / Site Diaries integration, etc.
  - equipment,
  - infrastructure and personnel,
  - total quality management (TQM) throughout the operations / process to ensure the outcome based objectives.
  
- The contractor service review requirement includes an on-site proficiency demonstration and off-site presentation / review of the entire process – to appraise the value proposition, in terms of service integration, quality control, capacity and competency. Once approved – the contractor will be issued a letter of authority to conduct the survey.
- The contractor must have a level 3 IRT qualification appropriate to OHTE with relevant experience demonstrated.

#### 7.7. Experience / Qualifications

- The survey / report must be released / signed off by –
  - a person with a proven record of 3 years of OHTE IRT survey experience / and hold a dedicated OHTE IRT level 3 qualification.

#### 8. SPECIFICATIONS

E4E (August 2006)	Safety arrangements and procedural compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations
BBD5814	Specification for Infra-red Thermographic Scanning of Overhead Track Equipment
E7/1	Specification for Works On-, Over-, Under- or Adjacent to Railway Lines and near High Voltage Equipment

9. The works shall be performed between **Ogies and Ermelo depot.**

**Health, Risk and safety Plan for Infrared Thermographic Scanning of Railway Electrification****Equipment**

1. Contractor SHEQ policy statement
2. List of Contractor employees
3. Safe working procedure
4. SHE ORGANISATION
  - Health and safety committee
  - Composition
  - Frequency of meetings
  - Minutes of meetings
  - Legal Compliance audits
  - Audit reports
  - Frequency of audits
  - Findings and analysis
  - Corrective actions
5. Risk assessment Management
  - Task descriptions
  - Risk identification, analysis, mitigation steps, monitoring steps and review plan
  - Risk assessment
6. Education and Training
  - Induction Training
  - Site specific Training
  - Certificate of Competence(C Green certificates)
7. Emergency planning(Evacuation plan)
  - Client procedure
  - Site procedure
8. She communications
  - Safety toolbox talks
  - Incident recall
9. Safe working procedure and methods
  - Method statements



- Safe operating procedure
- Task/Job observations

10. Personal protective equipment and clothing

- PPE Required after all controls have been considered
- Proof of PPE issued

11. Incident management

- Medical surveillance and certificates of fitness
- Occupational diseases
- Health, Safety and Environmental performance statistics
- Incidents/Injuries reporting, recording and investigation

12. Substance abuse testing

- Records of testing

13. Logbooks and registers

- Portable electric equipment/tools register
- Fall protection plan checklist

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**INFRASTRUCTURE AREAS ERMELO**

<b>Depot</b>	<b>Approximate Sections</b>	<b>Scan</b>	<b>Approx. km's</b>	<b>Elect Type</b>	<b>Methods of Scanning</b>
<b>Ermelo</b>	Ogies - blackhill L1	November 2015 January 2016 March 2016	75	3kV DC	Consists/YQ
	Ogies - blackhill L2	November 2015 January 2016 March 2016	75	3kV DC	Consists/YQ
	Ogies- Geluksplaas L3	November 2015 January 2016 March 2016	195	3kV DC	Consists/YQ
	Ogies- Ermelo L1	November 2015 January 2016 March 2016	450	3kV DC	Consists/YQ
	Ogies- Ermelo L2	November 2015 January 2016 March 2016	450	3kV DC	Consists/YQ
	Broodsynesplaas- Middelburg (SL)	November 2015 January 2016 March 2016	39	3kV DC	Consists/YQ
	<b>Wonderfontein</b>	Geluksplaas- Wonderfontein (SL)	November 2015 January 2016 March 2016	180	3kV DC
<b>Ermelo (AC)</b>	Ermelo- Maviristad L1	November 2015 January 2016 March 2016	81	25KVAC	Consists/YQ
	Ermelo- Maviristad L2	November 2015 January 2016 March 2016	81	25KVAC	Consists/YQ

Respondent's Signature

Date &amp; Company Stamp

**SECTION 4**

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT:

<b>INFRARED THERMOGRAPHIC SCANNING OF OVERHEAD TRACK EQUIPMENT</b>				
<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>Unit Rate</b>	<b>Total Price</b>
1	Scanning and compilation of exception reports	KM		
2	Accommodation	Day		
3	Travelling	KM		
4	Train cancellation by Transnet Freight Rail	Per cancellation		
5	Waiting time for train	hr.		
	<b>Gross Total =</b>		<b>R</b>	
	<b>VAT =</b>		<b>R</b>	
	<b>Amount Due =</b>		<b>R</b>	

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

**Notes to Pricing:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

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

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

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

**By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd 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:**

1. Specifications and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet’s website or upon request:
  - 2.1. General Bid Conditions;
  - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
  - 2.3. Supplier Integrity Pact;
  - 2.4. Non-disclosure Agreement; and
  - 2.5. Vendor Application Form and all supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**SECTION 5**

**RFQ DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet’s operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

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

*[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]*

- We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

**BREACH OF LAW**

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

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

NATURE OF BREACH:

\_\_\_\_\_

\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

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

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

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

**Section 6: SUPPLIER DECLARATION FORM**

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

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp**]
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members [*where applicable*]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. **Original** letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice; **Certified copy** of valid Company Registration Certificate [*if applicable*]

**Note: No agreement shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order**

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	
How many years has your company been in business							
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Branch & Branch code			
Account Holder				Bank account number			
Postal Address						Code	
Physical Address						Code	

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

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

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			
Name		Date	
Signature		Telephone	

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

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



**Section 7: CERTIFICATE OF ATTENDANCE OF SITE MEETING / RFQ BRIEFING**

**FOR THE PROVISION OF INFRARED THERMO GRAPHIC SCANNING OF RAILWAY ELECTRIFICATION EQUIPMENT, PROCESSING OF DATA AND THE PRESENTATION ON 3KV DC LINE UNDER THE CONTROL DEPOT ENGINEER, ERMELO**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ [name of entity]

attended the site meeting / RFQ briefing in respect of the proposed Services to be supplied in terms of this RFQ on \_\_\_\_\_ 20\_\_\_\_\_

**"PREVIEW COPY ONLY"**

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

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

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

### 1. INTRODUCTION

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

### 2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual

increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

3. **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in

### **ADJUDICATION USING A POINT SYSTEM**

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

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]	Number of Points [Maximum 10]
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

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

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

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

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 **Subcontracting:**

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporations
- Company (Pty) Ltd

- (v) Describe Principal Business Activities  
.....  
.....
- (vi) Company Classification [TICK APPLICABLE BOX]
  - Manufacturer
  - Supplier
  - Professional Service Provider
  - Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....

**BID DECLARATION**

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

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

**WITNESSES:**

- 1. ....
- 2. ....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

**ANNEXURE B : SCHEDULE OF PLANT, EQUIPMENT AND TEAMS**

Schedule of major plant and equipment to be used in the execution of this agreement in terms of the Agreement Conditions and specifications. The respondent must state which plant is immediately available and which will be ordered for. A complete list of herbicides and the method of control to be used must also be specified.

(i) **Plant immediately available for work tendered for :**

---

---

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

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

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**"PREVIEW COPY ONLY"**





**ANNEXURE D – CLAUSE BY CLAUSE COMPLIANCE TO SPECIFICATION**

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 either of the other 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.

**Infrared thermo graphic scanning of railway electrification equipment, processing of data and the presentation on 3KV DC line under Ermelo Depot.**

**CLAUSE BY CLAUSE COMPLIANCE WITH SPECIFICATION(NEC 3 DOCUMENT)**

**C3: scope of work**

**4.0 Description of work**

- 4.1 Acknowledge
- 4.2 Complies / does not comply
- 4.3 Complies / does not comply
- 4.4 Complies / does not comply
- 4.4.1 Complies / does not comply
- 4.4.2 Complies / does not comply
- 4.4.3 Complies / does not comply
- 4.4.4 Complies / does not comply
- 4.4.5 Complies / does not comply
- 4.4.5 Complies / does not comply
- 4.4.6 Complies / does not comply
- 4.4.7 Complies / does not comply

**5.0 Installation**

- 5.1 Complies / does not comply
- 5.2 Complies / does not comply
- 5.3 Complies / does not comply

**6.0. Work to be done by Transnet Freight Rail**

- 6.1 Acknowledge
- 6.2 Acknowledge
- 6.3 Acknowledge
- 6.4 Acknowledge
- 6.5 Acknowledge
- 6.6 Acknowledge
- 6.7 Acknowledge
- 6.8 Acknowledge

**7.0. EQUIPMENT TO PERFORM INFRARED SCAN**

- 7.1 Complies / does not comply
- 7.2 Complies / does not comply
- 7.2 Complies / does not comply
- 7.3 Complies / does not comply
- 7.4 Complies / does not comply
- 7.5 Complies / does not comply
- 7.6 Complies / does not comply
- 7.7 Complies / does not comply

**8.0. South African National Standards:**

- 8.1. Complies / does not comply

“PREVIEW COPY ONLY”

**E.4E Transnet (Feb 2011)**

**SAFETY HEALTH AND ENVIRONMENTAL (SHE) SPECIFICATIONS FOR CONTRACTORS  
AND  
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 SHE 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 TFR Contract Representative/Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

**2. Definitions**

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in

connection with: -

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
  - (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
  - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
  - (a)
  - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
  - (b)
- 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 **"Safety, Health and Environmental (SHE) 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 **"Safety, Health and Environmental (SHE) 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:-

(c) includes the demolition of a structure exceeding a height of 3 metres; or

(d) 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

(e)

(f) (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, TFR Contract Representative/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 (e.g Construction Site Supervisor, Construction Safety Officer etc) and deliver copies thereof to the TFR Contract Representative/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 TFR Contract Representative/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 TFR Contract Representative/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 TFR Contract Representative/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 TFR Contract Representative/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 SHE Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) a monitoring and review plan.

5.4 The SHE 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 TFR Contract Representative/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 SHE Plan is maintained and monitored for the duration of the Contract.

5.4 The Health and Safety programme shall be subject to the TFR Contract Representative/TFR Contract Representative/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 TFR Contract Representative/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 TFR Contract Representative/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 SHE Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between 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 SHE 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 SHE Plan is available on site for inspection by an inspector, TFR Contract Representative/Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes SHE 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 TFR Contract Representative/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. Safety, Health and Environmental (SHE) File**

8.1 The Contractor shall ensure that a SHE 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 TFR Contract Representative/Technical Officer, or subcontractor upon request.

8.2 The Contractor shall ensure that a copy of the both his SHE Plan as well as any subcontractor's SHE Plan is available on request to an employee, inspector, contractor or the TFR Contract Representative/Technical Officer.

8.3 The Contractor shall hand over a consolidated health and safety file to the TFR Contract Representative/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.

## **9. Medical Surveillance**

9.1 The contractor shall ensure that all the appropriate medical surveillance documents are available as required by the Act and be kept in the safety file.

## **10. Substance Abuse**

10.1 All contractors must comply with the TFR Substance Abuse Policy and Regulation 2A of the General Safety Regulations.

## **11. Incidents/Occurrences**

11.1 All incidents referred to in Regulation 9 of General Administration Regulations of the Act involving the contractor and his subcontractor on Transnet Ltd premises, shall be reported as prescribed. TFR 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 TFR premises.

11.2 TFR Contract Representative must be informed of the above incidents/occurrences before the end of shift when the incident/occurrence occurred.

## **12 Monthly Safety Reports**

12.1 All Contracts of more than 1 month shall provide a monthly safety report as required by TFR

ENVIRONMENTAL CONTRACT CLAUSES
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## INSTRUCTIONS

Except as set forth below, the content of this document when included within a contract shall not be changed, modified or altered in any way.

## CONDITIONS OF CONTRACT

1. The Contractor shall identify, document and comply with all pertinent Environmental laws and associated Regulations, approvals, licenses and permits which are applicable to the Services and activities undertaken
2. Before commencement with any of the services to be rendered to TFR, the Contractor shall make available all personnel who will be working on the specified contract to be given environmental induction training. All Contractors' Personnel arriving on the Site shall attend such induction.
3. The Contractor shall adhere to all instructions issued by Project Manager or his /her delegated person in promotion of environmental management and legal compliance.
4. The Contractor shall determine the correct positioning of topsoil stockpiling to avoid massive disturbance and prepare the topsoil for reuse during landscaping.
5. Concrete shall not be mixed directly on the ground or any other permeable surface. Should concrete batching activities occur, these should be located in the designated area on site with low environmental sensitivity levels.
6. All excess concrete shall be removed from site on completion of plastering or concrete pouring and disposed of in an environmentally acceptable manner.
7. The Contractor shall ensure that his or her employees are aware of the procedures to be followed when dealing with spills and leaks, which shall include notifying the relevant authorities and TFR as required in terms of NEMA, 1998 and NWA, 1998. The Contractor shall ensure that all necessary material and equipment required for use during clean – up/rehabilitation of spills and leaks are available on site at all times. Treatment, remediation and/or rehabilitation of contaminated areas shall be undertaken to the reasonable satisfaction of the TFR Environmental Control Officer or relevant Environmental Specialist.
8. Contractor shall be solely responsible for the control of dust generated from his or her activities. Excavation, handling and transport of erodible material shall be avoided under aggressive wind conditions or when a visible dust plume is present. If dust damping measures are deemed inadequate, working must cease until the wind speed drops to an acceptable level.
9. Construction activities generating output levels of 85 db (A) or more shall be confined to the hours 08h00 to 17h00 Mondays to Fridays (close to residential areas).

10. No on-site burying or dumping of waste material shall occur. Waste must be collected by a licensed waste transporting contractor and disposed of at a licensed disposal site. Disposal certificate must be made available to TFR on request.
11. Waste bins must be provided in sufficient number and capacity to store solid waste produced on a daily basis. These bins must be kept closed and emptied regularly.
12. A designated re-fuelling area (s) must be provided. The re-fuelling area must be protected from hydrocarbon spillage to the reasonable satisfaction of the TFR Environmental Control Officer or Relevant Environmental Specialist. As a minimum requirement, re-fuelling and workshop areas shall have a bunded floor surface and stormwater collection mechanism. Refuelling shall always be accompanied by the use of drip trays.
13. The Contractor must notify the Project Manager immediately of any pollution incident. An incident record system shall be maintained on site for inspection by TFR and relevant authorities.
14. All vehicles and equipments shall be kept in good working condition. All leaking equipments shall be repaired immediately or removed from site. All vehicles and equipment shall be maintained not emit excessive noise.
15. In case of major hydrocarbon spill or leakage as a result of equipment failure, Project Manager must be made aware of such event and the affected area must be fenced off and be cleaned immediately to the reasonable satisfaction of the TFR Environmental Control Officer to prevent contamination of soil and both surface and groundwater.
16. The Contractor shall ensure that no spillage occurs when toilets are being cleaned or emptied and that the contents are removed from site by a licensed service provider.
17. The use of borrow pits for the construction of access roads must comply with the provisions of Minerals and Petroleum Resources Development Act of 2004 as amended and should not be located inside the border of any protected area (e.g. Nature Reserve).
18. All disturbed areas must be rehabilitated to the reasonable satisfaction of TFR Environmental Control Officer or Relevant Environmental Specialist.
19. Transportation, handling and storage of all substances classified as hazardous must comply with the provisions of the Hazardous Substances Act, 15 of 1973, relevant Regulations and SANS Codes.
20. Archaeological remains, artificial features and structures older than 60 years are protected by the Natural Heritage Resources Act, 25 of 1999. Should any archaeological artefact be exposed during construction or any contract work, such work must be stopped immediately. The TFR Environmental Control Officer must be called in for inspection and to recommend the way-forward. Under no circumstances may any artefacts be destroyed or removed from site.
21. The extraction of water for construction purposes must at all times comply with licensing requirements of Department of Water Affairs, where applicable. Extraction of water from a stream or a river requires approval.
22. Blasting work that may be required on site shall be carried out entirely within the provisions of the Explosives Act, 26 of 1956 and other relevant engineering and safety standards.

- 23. Office and camp sites shall be established, as far as is practicable, outside the flood plain, above the 1:50 flood level mark within the boundaries of the construction area.
- 24. No camp or office site shall be located closer than 100 metres from a stream, river, spring, dam or pan.
- 25. The area chosen for these purposes shall be the minimum reasonably required and which will involve the least disturbance to vegetation.
- 26. Camps and site offices shall be fenced (where necessary) in consultation with the landowner.
- 27. The Project Manager or TFR Contract Representative may, at his or her discretion stop any work, activity or process not in accordance with Environmental laws and associated Regulations, approvals, licenses and permits
- 23. The contractor shall preserve wild life in terms of the NEMA.

**"PREVIEW COPY ONLY"**

ANNEXURE 1

2. OCCUPATIONAL HEALTH AND SAFETY ACT 85, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

3. 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: \_\_\_\_\_

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.

\_\_\_\_\_

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**4. Principal Contractor**

**Date**

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**5. Client**

**Date**

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- \* 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.

**"PREVIEW COPY ONLY"**

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Respondent's Signature

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Date & Company Stamp

**ANNEXURE 2**

**(COMPANY LETTER HEAD)**

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

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

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

In terms of \_\_\_\_\_ I, \_\_\_\_\_

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

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

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

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

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

**"PREVIEW COPY ONLY"**

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

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

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

**ACCEPTANCE OF DESIGNATION**

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

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

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

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

**"PREVIEW COPY ONLY"**



**ANNEXURE 3**

**(COMPANY LETTER HEAD)**

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

**DECLARATION**

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

**"PREVIEW COPY ONLY"**

**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 having access to the site.

As from the date hereof and for the duration of the contract 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**

**"PREVIEW COPY ONLY"**

**ACKNOWLEDGEMENT OF RECEIPT**

**Name of Contractor/Builder**

**I,**

**:-**

\_\_\_\_\_

**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 :**

\_\_\_\_\_