



TRANSNET SOC LIMITED  
(REGISTRATION NO.1990/00090/30)  
TRADING AS  
TRANSNET FREIGHT RAIL

## NEC3 Engineering & Construction Short Contract (ECSC)

RFQ No. MMC-ERAC-WGO-017050 CIDB

DEMOLISHING OF A STEEL STRUCTURE AND  
REHABILITATION OF LAND AT EMALAHLENI TRANSNET  
LOCO (04LY515P).

Opens on: 03 APRIL 2015  
Closing date: 16 APRIL 2015 (at 10h00)  
Price Validity date: 31 JULY 2015

**Compulsory PPE to be worn during the site  
briefing meeting**

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## Part T1: Tendering Procedures

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## PART T1: TENDERING PROCEDURES

### T1.1 TENDER NOTICE AND INVITATION TO TENDER

#### RFQ No MMC-ERAC-WGO-017050 CIDB

Transnet SOC Limited trading as Transnet Freight Rail invites tenderers for the **Civil Engineering Works at Komatipoort Diesel Storage and Dispensing Terminal.**

Tenderers should have a CIDB contractor grading designation of **1SL** or higher.

Queries relating to the administrative issues of these documents may be addressed to:

Mr. Nhlanhla Vilakazi

Tel. No. 013 656 4296

Fax. No. 013 656 4259

E-mail: [Nhlanhla.Vilakazi@transnet.net](mailto:Nhlanhla.Vilakazi@transnet.net)

A compulsory clarification meeting with representatives of the Employer will take place on **Thursday, 09th April 2015, at 11H00** at the **Transnet Witbank Loco, Diedericks Street eMalahleni,**

**(For direction please contact: Nhlanhla Vilakazi on Tel. 013 656 4296).**

**[Respondent to provide own FPE, transportation and accommodation].**

Tenderers shall be responsible for their own travel arrangements and cost regarding the site meeting and site inspections.

Transnet reserves the right to accept the whole or any part of a tender. Transnet also reserves the right to negotiate terms and conditions with all, or a short-listed group of contenders, or the preferred tenderer, should it be deemed necessary.

**This tender closes punctually at 10h00 on Thursday, 16 April 2015**

Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, facsimile and late tenders will not be accepted. Tenderers are warned that a tender will be liable to disqualification should any attempt be made by a Tenderer either directly or indirectly to canvass any officer(s) or employees of Transnet Limited in respect of a tender between the date the tender is submitted and the date of the award. A Tenderer may, however, at any time communicate with the Chairperson of the Transnet Freight Rail Acquisition Council, at telephone no. 011 5449486 on any matter relating to his tender.

Envelopes must not contain documents relating to any tender other than that shown on the envelope. *No slips are to be attached to the tender documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Tenderer to the actual tender documents.* Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Compliance of tender(s) with Transnet's requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet Limited in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account.

### **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 (Thirty thousand ZAR) will be evaluated accordingly. All transactions below R30000 will, as far as possible, be earmarked for Exempted Micro Enterprises (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:

- 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.

**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.

Suppliers and Tenderers are requested to duly complete the Supplier Declaration Form (SDF) and provide all the relevant supporting attachments as requested. Failure to provide the following may disqualify your tender submission:-

1. Duly completed SDF
2. BBBEE Certificate and detailed scorecard
3. Current tax clearance certificate

The Supplier and Tenderer shall furnish proof of the above to Transnet.

Transnet at its sole discretion may decide to allow certain price preferences in order to uplift the historically disadvantaged in terms of the PPPFA (Act 5 of 2000).

Transnet insists on honesty and integrity beyond reproach at all times and will not tolerate any form of improper influencing, bribery, corruption, fraud, or any other unethical conduct on the part of bidders/ Transnet employees. If, in the opinion of Transnet's Chief Operating Officer, a tenderer/contractor/ supplier has or has caused to be promised, offered or given to any Transnet employee, any bribe, commission, gift, loan, advantage or other consideration, Transnet shall be entitled to revoke the tender / contract by following its internal policies that govern the Exclusion process. In such an event Transnet will be entitled to place any Tenderer/Contractor/Supplier who has contravened the provisions of Transnet's business ethics on its List of Excluded Tenderers. This List will also be distributed to all other State Owned Enterprises and Government Departments.

Transnet invites its valued suppliers to report any allegations of fraud, corruption or other unethical activities to Transnet tip-offs Anonymous, at any of the following addresses/contract numbers :-

- Toll free anonymous hotline – 0800 003 056
- Email – [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)
- Fax number – 0800 007 788
- Freepost DN 298, Umhlanga Rocks, 4320

**CONFIDENTIALITY IS GUARANTEED.**

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## Part T1.2. Tender Data

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## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The employer is **Transnet Limited trading as Transnet Freight Rail**.

F.1.2 The tender documents issued by the employer comprises:

### **Part T1: Tendering procedure**

T1.1 Tender notice and invitation to tender

- Suppliers Code of Conduct

T1.2 Tender data

### **Part T2: Returnable documents**

T2.1 List of returnable documents

T2.2 Returnable Schedules

### **Part C1: Agreements and contract data**

C1.1 Contract Data: General

C1.2 Contract data: The contractor's Offer and Acceptance

C1.3 Contract Data: Works Information

### **Part C2: Pricing data**

C2.1 Pricing instructions

C2.2 Price list

### **Part C3: Scope of work**

C3.1 Works Information

C3.2 Secondary specifications

C3.3 General Specifications

### **Part C4: Site information**

C4 Site information

- Principal Controlled insurance

F.1.4 The employer's agent is:

Name: Sivuyile Nguma

Tel: 012-315-2665

Cell no: 083 252 8550

E-mail: [sivuyile.nguma@transnet.net](mailto:sivuyile.nguma@transnet.net)

F.2.11 The following Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum

tendered for a **1SL or higher** class of construction work, are eligible to submit tenders.

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **1SL or higher** class of construction work; and

F.2.11 (b) The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. No alternative tender offers will be considered.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Parts of the tender offer communicated on paper shall be submitted as an original, plus one copy.

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

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 Post Office Box indicated above, before the closing time of the tender.

If delivered by hand, to be deposited to the Transnet Freight Rail Acquisition Council tender box which is located in the foyer, and to be addressed as follows:

**The Chairperson  
Transnet Freight Rail Acquisition Council  
Ground Floor, Inyanda House  
21 Wellington Road  
ParkTown  
JOHANNESBURG  
2001**

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

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

#### **Identification details**

Tenders must be submitted before the closing hour on the date as shown in F.2.15 below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) **Tender No**
- (b) **Description of work**
- (c) **Closing date of tender**

F.2.13.6 A two-envelope procedure will not be followed.

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is **(31 JULY 2015)**

F.2.19 Access shall be provided for the following inspections, tests and analysis:  
Inspection of current arrangement foundation and steelwork condition and measurements in substation yards during the tender period after the site meeting and prior to the closing date of tender.

F.2.23 The Tenderer is required to submit with his tender:  
Either a Certificate of Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the construction Industry Development Board Act (Form F006) and an original valid Tax Clearance Certificate issued by the South African Revenue Services.

F.3.4 The time and location for opening of the tender offers are:

Time: **10:00** on the closing date of tender.  
 Location: **Transnet Freight Rail Acquisition Council,  
 Ground Floor,  
 Inyanda House,  
 21 Wellington Road,  
 Park Town,  
 JOHANNESBURG**

**F.3.11.1 The procedure for the evaluation of responsive tenders is**

The score for quality is to be calculated using the following formula:  
 $W_Q = W_2 \times S_O / M_S$

Where:  $W_2$  is the percentage score given to quality and equals **80**  
 $S_O$  is the score for quality allocated to the submission under consideration  
 $M_S$  is the maximum possible score for quality in respect of a submission

The score for financial offer is calculated using Formula 2 (option 1) of SANS294

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

$P_m$  = the comparative offer of the most favourable tender offer.  
 $P$  = the comparative offer of tender offer under consideration

Where:  $W_1$  is the percentage score given to financial offer and equals 100 minus  $W_2$ .

The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:

$$W_C = W_3 \times (1 + \frac{S - S_m}{S_m})$$

Where  $W_3$  is the number of tender evaluation points for quality and financial offer and equals:

- 1) 90 where the financial value, VAT inclusive, of all responsive tenders received have a value in excess of R1,000,000; or
- 2) 80 where the financial value, VAT inclusive, of one or more responsive tender offers equals or is less than R1,000,000.

$S$  is the sum of score for quality and financial offer of the submission under consideration.

$S_m$  is sum of the score for quality and financial offer of the submission scoring the highest number of points

Up to 100 minus  $W_3$  tender evaluation points will be awarded to Tenderers who complete the preference schedule and who are found to be eligible for the preference claimed. Tenderers shall submit BBEE rating certificates with detailed scorecards that will be issued by the verification agencies that do their BBEE ratings in accordance with the latest Department of Trade and Industry codes of Good Practice.

F.3.11.3 Only those Tenderers who score a minimum score of **80** points in respect of the following quality criteria are eligible to submit tenders.

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of **80**
- Proposals will be evaluated on price which will be allocated **80 or 90 points** and preference which will be allocated **20 or 10 points**, dependent on the value of the Services.
- The 80/20 preference point system applies where the acquisition of the Goods or Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- The 90/10 preference point system applies where acquisition of the Goods or Services will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.
- **In this RFQ, Transnet will apply 90/10 preference point system prescribed in the PPPFA.**

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

Enterprises will be rated by such agencies based on the following:

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

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

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

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

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

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

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

Transnet will accordingly allocate a maximum of **10 [ten] points** in accordance with the 20/10 preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure A- B-BBEE Preference Points Claim Form** for further details].

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

**F3.11.4 Evaluation criteria of the tender to be met are:**

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

**Phase: 1**

Administrative responsiveness - Completeness of response and returnable documents

Substantive responsiveness – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given

- An original or certified copy of a valid Tax Clearance Certificate
- All respondents **must be graded on a 1SL or higher grading category, which is a prequalification phase to proceed to Phase: 2 Technical/Functional Evaluation.**
- Letter of good standing issued by the Dept. of Labour

### Phase: 2 Technical or Functional Evaluations

Technical threshold of **80%**: Compliance to specifications, quality, previous performance, delivery lead-time.

- Clause by clause compliance to specification
- Relevant risk and safety plan provided to implement the project.
- Technical capacity and resources to deliver the project
- Relevant experience including contactable references.
- Submission of a measurable delivery period to complete the project

FUNCTIONAL EVALUATION	RATING					WEIGHT	TOTAL
	1	2	3	4	5		
Previous experience and traceable references						25	
Technical Capacity to execute the works (including labour, plant and equipment)						25	
Delivery schedule to complete the project						25	
Health, Risk and Safety including Environmental Assessment Plan						25	
	<b>TOTAL</b>					<b>100</b>	

Criteria to be evaluated on the following scales as per CIDB BEST PRACTICE GUIDELINES #A4:

- |              |   |         |
|--------------|---|---------|
| a) Poor      | = | 20 = 1  |
| Satisfactory | = | 40 = 2  |
| Good         | = | 60 = 3  |
| Very good    | = | 80 = 4  |
| Excellent    | = | 100 = 5 |

**APPENDIX 3****2 MINIMUM CONTENTS FOR SHEQ PLAN AND PLANTS AND EQUIPMENTS**

The contractors tendering for this project shall take note of the following when compiling Safety, health and environmental plan. Specification for works on, over, under or adjacent to railway lines and near high voltage equipment. (E7/1 July 1998) and shall have part A and B of Health and safety Plan as outlined below.

Part A: Health and safety Plan

**2.1. SHE Management Structure**

- 2.1.1. Construction Work Supervisor (Construction Regulation 6)
- 2.1.2. Subordinate Construction Work Supervisor (Construction Regulation 6)
- 2.1.3. Construction Safety Officer (Construction Regulation 6/7).
- 2.1.4. List of Contractors already appointed - List to be revised at least monthly.
- 2.1.5. Health and Safety Representative (Section 17 of OHS Act).

**2.2. SHE Organisation**

- 2.2.1 Health and Safety Committee.
- 2.2.2. Composition.
- 2.2.3 Frequency of Meetings.
- 2.2.4 Minutes of meeting.
- 2.2.5 Legal Compliance Audits.
- 2.2.6. Audit Report.
- 2.2.7 Frequency of Audits.
- 2.2.8 Findings and Analysis.
- 2.2.9 Corrective Action.

**3.3. Risk Assessment/Management**

- 3.3.1. Task descriptions.
- 3.3.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- 3.3.3. Risk Assessment (Construction Regulation 7)

**4.4. Education and Training**

- 4.4.1. Induction training (Construction Regulation 7(9))
- 4.4.2. Site Specific Training.
- 4.4.3. Certificate of Competence.



**5.5. Emergency Planning – Evacuation plan**

5.5.1. Client procedure.

5.5.2. Site Procedure.

**6.6. Health and Safety Communications**

6.6.1 Safety/Toolbox talks.

6.6.2 Incident Recall.

**7.7. Safe Working Procedures and Methods**

7.7.1 Method Statements.

7.7.2 Safe Operating Procedures.

7.7.3 Task/Job observations.

**7.8. Personal Protective Equipment and Clothing**

7.8.1 PPE required after all other controls have been considered.

7.8.2 PPE proof of issue.

**7.9. Project security**

7.9.1 Security risks identified.

7.9.2 Access control.

**Part B. Environmental Management Plan**

Note: TFR will obtain Environmental authorisation (EIA and EMP) and permits from the relevant authority (when necessary) prior to commencement of the project (e.g. Construction)

1. Control of Dust.
2. Noise Pollution Control.
3. Waste management.
4. Environmental Incident Management (Sect 28 NEMA and Sect 20 National Water Act).
5. Contamination of surface and underground water.
6. Soil Contamination.
7. Storm Water Drainage.
8. Environmental Clean-up and Rehabilitation.

**8.10 Equipment/Plants' requirement for the purpose of this contract.**

- i. TLB.
- ii. Tipper Truck.
- iii. Roller compactor.
- iv. A variety of tools and equipment needed for Pave maintenance and landscaping refurbishments.

**8.11 Plant / Equipment and Labour: Provide information on plant / equipment and Labour that you have available for this project. Attach details if the space provided is not enough. (Shall be filled by a tenders)**

**Physical Facility.**

Description	Address	Area (m <sup>2</sup> )

**Plant / Equipment**

Description : Owned Plant / Equipment	Number of units

**Phase: 3**

This is a weighted evaluation system based on **90/10** preference point system.

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

- B-BBEE status of company

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	20	10
2	18	9
3	16	8
4	12	6
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

**Disclaimers**

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- Not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- Place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or

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

- make no award at all.

F.3.13.1 Tender offers will only be accepted if:

- The Tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations.
- The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The Tenderer has not:
  - abused the Employer's Supply Chain Management System; or
  - failed to perform on any previous contract and has been given a written notice to this effect; and
- has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is two.

The additional conditions of tender are:

- The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the *works* and of the prices stated in the priced Activity Schedule in the *works* Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the *works*.

**2. The tenders shall be completed in black ink only.**

**3. Additional Tender Conditions**

- Contractors shall duly fill in the attached 'Bill of Quantities'. The prices shall be fixed for the duration of the contract and no escalation will be allowed. Items not reflected in the 'Bill of Quantities', but covered in the project specification or agreed at site meetings, shall be added to the 'Bill of Quantities' by the Contractor and quoted for accordingly.
- Tenderers shall submit qualifications of the staff that will be performing the work or project. Only qualified technical personnel shall perform the works on electrical equipment or installation thereof.
- Clause by clause statement of compliance to General conditions of contract and technical specifications:**
- Tenderers shall indicate clause-by-clause compliance to technical specifications. This shall take the form of a separate document listing all the specifications and*

*clause numbers indicating the individual statement of compliance or non-compliance.*

- 3.5 *Tenderers shall motivate the statement of non-compliance.*
- 3.6 *Number the specification according to the tender documentations issued by Transnet.*
- 3.7 *The heading and sub-heading must be listed next to the specification number.*
- 3.8 *Indicate statement of compliance and motivate (give reasons for non-compliance)*
- 3.9 *Indicate other statements that do not require compliance.*
- 3.10 *Where equipment offered does not comply with standards or publications referred to in the specification, Contractors shall state which standards apply and submit a copy in English or certified translation.*
- 3.11 **The Tenderer shall provide a provisional Gantt Chart or a similar bar chart showing when the work will be done and energised.**
- 3.12 Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 3.13 During the duration of the contract period, the successful Contractor shall be required to inform the Project Manager / Supervisor of any changes to equipment offered and submits detailed information on replacement equipment for approval prior to it being used on this contract.
- 3.14 Contractors shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.

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## Part T2: Returnable Documents

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## PART T2: RETURNABLE DOCUMENTS / SCHEDULES

### T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

#### 1.0 Returnable documents required for tender evaluation purposes

No	Returnable Documents
1	Letter of Good Standing with the Compensation Commissioner
2	Safety Plan and Fall Protection Plan in accordance with the Construction Regulations of 2003 and Transnet's E4E
3	Quality Assurance/control Plan
4	Environmental Management Plan
5	Certified copy of CIDB certification
6	Proposed Organization and Staffing
7	Certified Copy of Share Certificates CK1 & CK2
8	Certified Copy of Certificate of Incorporation and CM29 and CM9
9	Certified Copy of Identity Documents of Shareholders / Directors / Members (where applicable)
10	Original or certified cancelled cheque <b>OR</b> original or certified letter from the bank verifying banking details (with bank stamp and signature)
11	Current and original or certified Tax Clearance Certificate
12	Certified VAT registration certificate
13	A signed letter from the Accountant/Auditor confirming most recent annual turnover and percentage black ownership in the company <b>AND/OR</b> certified BBBEE certificate and scorecard from an accredited rating agency
14	Programme and method statement
15	Statement of compliance or non-compliance with all clauses of the Scope of Works and all the technical specifications. The clause-by-clause statement of compliance shall take the form of a separate document listing all the clause numbers of all the above specifications indicating the individual statement of compliance or non-compliance. Tenderers shall motivate a statement of non-compliance.

## T2.2 RETURNABLE SCHEDULES

The tenderer must complete the following returnable schedules:

### 2.0 Returnable Schedules required for tender evaluation purposes

No	Returnable schedules
1	Certificate of Attendance of Information Briefing Session or site inspection
2	Certificate of Authority for Signatory (Resolution by Board)
3	Schedule of Tenderers experience
4	Schedule of Subcontractors (where applicable)
5	Certificate of authority for joint ventures (where applicable)
6	Schedule of Plant and Equipment (Tools and Machinery)
7	Foreign Exchange Rate Information (where applicable)
8	Record of Addenda to Tender Document
9	Supplier declaration form Duly completed SDF (Supplier declaration form)
10	Compulsory enterprise Questionnaire
11	Approach paper, which responds to the proposed scope of works.
12	Experience of Key Staff in the form of Curriculum Vitae
13	Transnet SOC limited contractual safety clauses which will form part of any resulting contract.
14	Proposed amendments and qualifications
15	Labour Payment Schedule



### **3.0 Returnable Schedules that will be incorporated into the contract**

- 3.1 Certificate of attendance of information briefing session/site inspection
- 3.2 Certificate of Authority for Signatory (Resolution by Board)
- 3.3 Schedule of Tenderers experience
- 3.4 Schedule of Sub-contractors
- 3.5 Certificate of authority for joint ventures (where applicable)
- 3.6 Schedule of Plant and equipment
- 3.7 Foreign Exchange Rate Information (where applicable)
- 3.8 Record of Addenda to Tender Document
- 3.9 Supplier declaration form duly completed (SDF)
- 3.10 Compulsory Enterprise Questionnaire
- 3.11 Approach paper, which responds to the proposed scope of works.
- 3.12 Experience of key staff in the form of Curriculum Vitae
- 3.13 Transnet SOC Limited contractual safety clauses which will form part of any resulting contract
- 3.14 Proposed amendments and qualifications.
- 3.15 Labour Payment Schedule.

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## Part T2: Returnable Schedules

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**CERTIFICATE OF ATTENDANCE AT INFORMATION BRIEFING SESSION/SITE INSPECTION**

This is to certify that

\_\_\_\_\_ (Tenderer)  
of \_\_\_\_\_  
\_\_\_\_\_ (address)

\_\_\_\_\_ was represented by the person(s) named below at the compulsory site meeting held for all tenderers at \_\_\_\_\_ (location) on \_\_\_\_\_ (date), starting at \_\_\_\_\_. We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the Works and/or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting/site inspections:

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Capacity: \_\_\_\_\_

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Capacity: \_\_\_\_\_

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Capacity: \_\_\_\_\_ Date and time \_\_\_\_\_

**RESOLUTION OF BOARD OF DIRECTORS**

Name of firm \_\_\_\_\_

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

**FULL NAME(S)****SIGNATURE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

in his capacity of \_\_\_\_\_ is/are hereby authorised to enter into, sign and execute and complete any documents relating to tenders and/or Contracts for the supply of goods and services.

Confirm: Date \_\_\_\_\_

**FULL NAME** \_\_\_\_\_**CHAIRMAN****FULL NAME** \_\_\_\_\_**SECRETARY**

Certified true copy:

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

**SCHEDULE OF THE TENDERER'S EXPERIENCE**

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand)	Date completed
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Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

**SCHEDULE OF PROPOSED SUBCONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor.</b>
1.			
2.			
3.			
4.			
5.			

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant Plant and Equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major Plant and Equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major Plant and Equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**FOREIGN EXCHANGE RATE INFORMATION REQUIRED TO BE FURNISHED BY TENDERERS.**

1. Particulars of the exchange rate on which prices are based:

\_\_\_\_\_ (Foreign currency) equals R\_\_\_\_\_ (South African currency)

**Note: Tenderers who offer imported material shall base their tenders on the selling rate of exchange that ruling on the last working day of the month prior to the closing date of tenders.**

2. The percentage of the tender prices which is to be remitted by the Tenderers from South Africa to another country is \_\_\_\_\_% of the f.o.b./c. and f.f.o.c. in bond price (delete those not applicable).

- Note:**
- (1) The percentage quoted above will be deemed to apply even though a portion only of the item(s) tendered for is accepted.
  - (2) Adjustment in respect of variation in exchange rate will be allowed only on the percentage of the tendered price quoted above.

3. The tendered price shall be computed at the rate of exchange stated by the Tenderer in paragraphs 1 and 2 above as applied to the percentage of the tendered price quoted.

4. Transnet Freight Rail will accept for its account, in respect of such percentage of the tendered price as will be effected by the rate of exchange, any variation between the rate mentioned in paragraph 1 above, and the rate ruling at the date when payment for the goods is made by Transnet Freight Rail; provided that if the Contractor is required to remit the whole or portion of the contract price to another country in payment for goods or portion thereof prior to receiving payment from Transnet Freight Rail, the date(s) of such remittance(s) shall be deemed to be the date(s) of payment by Transnet Freight Rail for the purposes of this paragraph.

5. In the absence of a specific indication by the Contractor at the time of tendering that the proviso to paragraph 3 will apply, it will be assumed that the Contractor desires the adjustment to be effected by reference to the date on which actual payment is made by Transnet Freight Rail.

6. (a) The Contractor shall, if so required, furnish documentary proof to establish that the percentage of the contract price specified by him in paragraph 2 has actually been remitted to another country and the rate of exchange at which that was done.
- (b) Whenever the Contractor is required to remit the whole or portion of the contract price, to another country as contemplated in the proviso to paragraph 2 above, he shall notify Transnet Freight Rail forthwith and furnish documentary evidence of such remittance and of the rate of exchange at which that was done.

7. Invoices in respect of goods supplied must reflect the amount remitted or to be remitted to another country and the amount to be retained in South Africa.



8. The Contractor shall take out forward cover for all imported materials and services within 14 days of award of the contract. Proof shall be submitted to the Project Manager of the contract. The cost of forward cover shall be invoiced separate from the contract invoices and shall not be included in the tender price.

\_\_\_\_\_  
SIGNATURE OF TENDERER

DATE: \_\_\_\_\_

WITNESSES:

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

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

ADDRESS:

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

**RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

**COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number: .....

Close corporation number: .....

Tax reference number: .....

**Section 6: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

### Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |   |   |
|---|---|
| <input type="checkbox"/> a member of any municipal council                                      | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                 | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity             |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                    |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months


\*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

### EVALUATION SCHEDULE: APPROACH PAPER

The approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to health and safety. The approach paper should articulate what value add the tenderer will provide in achieving the stated objectives for the project.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodology which are to be adopted, demonstrate the compatibility of those methodology with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

The scoring of the approach paper will be as follows:

	<b>Technical approach and methodology</b>
<b>Poor (score 40)</b>	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
<b>Satisfactory (score 70)</b>	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc is too generic.
<b>Good (score 90)</b>	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project.
<b>Very good (score 100)</b>	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

**CURRICULUM VITAE OF KEY PERSONNEL**

<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional registration number:</b>	
<b>Name of employer (firm):</b>	
<b>Current Position:</b>	<b>Years with the firm:</b>
<b>Employment record:</b> (list in chronological order starting with earliest work experience)	
<b>Experience record pertinent to required service</b>	
<b>Certification:</b>  I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.  <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div><i>[Signature of person named in schedule]</i></div> <div>Date</div> </div>	

**TRANSNET SOC LIMITED / CONTRACTORS / SUB-CONTRACTORS****CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT**

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

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



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

\*As applicable

**Tenderer OH & S Management System Questionnaire**

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

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

<b>3. OH&amp;S Training</b>		
Describe briefly how health and safety training is conducted in your company:		
<ul style="list-style-type: none"> <li>- Is a record maintained of all training and induction programs undertaken for employees in your company?</li> <li>- If yes provide examples of safety training records</li> </ul>		
<b>4. Health and Safety Workplace Inspection</b>		
<ul style="list-style-type: none"> <li>- Are regular health and safety inspections at workplaces undertaken?</li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- Is there a procedure by which employees can report hazards at workplaces?</li> <li>- If yes provide details</li> </ul>		
<b>5. Health and Safety Consultation</b>		
<ul style="list-style-type: none"> <li>- Is there a workplace health and safety committee?</li> </ul>		
<ul style="list-style-type: none"> <li>- Are employees involved in decision making over OH&amp;S matters?</li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- Are there employee elected health and safety representatives?</li> <li>- Comments</li> </ul>		
<b>6. OH&amp;S Performance Monitoring</b>		
<ul style="list-style-type: none"> <li>- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- Are employees regularly provided with information on company health and safety performance?</li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- Is company registered with workmen's compensation and up to date?</li> <li>- If yes provide proof of letter of good standing</li> </ul>		
<ul style="list-style-type: none"> <li>- Has the company ever been convicted of an occupational health and safety offence?</li> <li>- If yes provide details</li> </ul>		

**Monthly DIFR for previous months**

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

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

Signed \_\_\_\_\_  
(Tenderer)

**PROPOSED AMENDMENTS AND QUALIFICATIONS**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

**TRANSNET SOC LIMITED**  
(REGISTRATION No. 1990/000900/06)  
TRADING AS  
**TRANSNET FREIGHT RAIL**

**LABOUR PAYMENT SCHEDULE**

TENDERERS ARE REQUIRED TO COMPLETE THE FOLLOWING SCHEDULE:

**DAY LABOUR (IF REQUIRED)**

Skilled Hour \_\_\_\_\_

Unskilled Hour \_\_\_\_\_

Labourer Hour \_\_\_\_\_

Driver/Operator Hour \_\_\_\_\_

% Profit on Material \_\_\_\_\_

**TRANSPORT AND MACHINERY**

1. Light vehicle up to 1 ton

2. 5 Ton vehicle

3. 10 Ton vehicle with crane

4. Crane

5. Scaffolding

6. Generator

7. Other equipment

**RUNNING**

**STANDING**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. Full details of any other charges:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TENDERER: \_\_\_\_\_

DATE: \_\_\_\_\_

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**Part C1:**  
**Agreement and Contract Data**

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## Contract Data

The Employer is  
Name **Transnet SOC Limited Trading as Transnet Freight Rail**

Address **Pavillion Building, Room 9-21, Botha Avenue, Witbank 1035**

Telephone **(013) 656 4296** Fax No. **(013) 656 4259.....**

E-mail [nhlanhla.vilakazi@Transnet.net](mailto:nhlanhla.vilakazi@Transnet.net)

The work is **DEMOLISHING OF A STEEL STRUCTURE AND REHABILITATION OF LAND AT EMALAHLENI TRANSNET LOCO (04LY515P)**

The site is **Emalahleni Transnet Loco**

The starting date is TBA.....

The completion date is TBA.....

The reply period is Two (2) weeks.....

The defects date is one week after completion.....

The defect correction period is one week after completion.

The delay damages are **R500.00**..... per day

The assessment day is the **13<sup>th</sup> (THIRTEENTH)**..... of each month

The retention is Not applicable.....

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? **No**.....

The Adjudicator is

**Name** **To be advised if disputes arises**.....

**Address** .....

**Telephone** ..... **Fax No.** .....

**E-mail** .....



## Contract Data

The interest rate on late payment is two percent (2%) per complete week of delay.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's* property in excess of R2,000,000.00 (two million Rand) for any one event.

The *Employer* provides this: **Insurance Transnet Principal Control Insurance**

The minimum amount of cover for the third insurance stated in the Insurance Table is:

**> R25, 000.00 (Limited to R10, 000,000.00. for any one event)**

The minimum amount of cover for the fourth insurance stated in the Insurance Table is:

**Not applicable**.....

The adjudicator nominating body is: **The Chairman of the Association of Arbitrators (Southern Africa)**

The tribunal is: **Arbitration**.....

If the tribunal is arbitration, the arbitration procedure is: **The rules for the Conduct of Arbitrators of the Association of Arbitrators (Southern Africa)**.....

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (June 2005) and the following additional conditions:

**As mentioned in paragraph 4.0 (Contractual obligations)**

### 1.0 CONTRACTUAL OBLIGATIONS

This project specification covers Transnet freight rail's requirements for the as and when civil emergency repairs and maintenance work at Piet Retief and the surrounding buildings at depots within the Coal business unit.

- 1.1 The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Employer's Deputy.
- 1.2 The Contractor shall ensure that a safety representative is at site at all times.
- 1.3 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Employer's Deputy / Supervisor. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.4 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
  - 1.4.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
  - 1.4.2 The Occupational Health and Safety Act (Act 85 of 1993).
  - 1.4.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Employer's Deputy / Supervisor with copies of the permits authorising him or his employees, to

establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.

- 1.4.4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Employer's Deputy / Supervisor.
- 1.4.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 1.4.6 The Contractor's Health and Safety Programme shall be subject to agreement by the Employer's Deputy / Supervisor, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 1.4.7 In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Employer's Deputy / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.4.8 A penalty charge of **R500.00** per day will be levied for late completion.
- 1.4.9 No retention money will be retained.
- 1.4.10 The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Employer's Deputy / Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3<sup>rd</sup> party suppliers must be communicated to the Employer's Deputy or Supervisor in writing.
- 1.4.11 The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Employer's Deputy or Supervisor and must be countersigned by the Contractor.
- 1.4.12 Both books mentioned in 1.10 and 1.11 shall be the property of Transnet Freight Rail and shall be handed over to the Employer's Deputy or Supervisor on the day of energising or handing over.
- 1.4.13 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 1.4.14 The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3<sup>rd</sup> part suppliers/Manufacturers.
- 1.4.15 The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3<sup>rd</sup> party suppliers/manufacturers confirms to Transnet freight rail specifications.
- 1.4.16 The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.

### **1.5 CIVIL REPAIRS AND MAINTENANCE**

- 1.5.1 Specifications will be drafted depending on the type and nature of civil work concerned.
- 1.5.2 Guarantee the quality, authority and supervision of Transnet.
- 1.5.3 In the event of Transnet in its sole discretion, being dissatisfied for whatever reason with any or all off the work performed by the contractor, Transnet shall forthwith notify the contractor thereof. The Contractor shall then forthwith redo the complete work at his own cost to the satisfaction of Transnet.
- 1.5.4 Should the contractor be unable in general to adhere to the laid down bonus manual/schedule time or manufacture's standard time, Transnet may terminate the Agreement.
- 1.5.5 Both parties shall keep daily records, time sheets and such other records or documents as may be necessary to enable the parties to determine exactly how many hours per job card (including overtime) the contractor has been in Transnet's service.
- 1.5.6 The Contractor shall not assign his obligations under the contract, nor sublet the contract work or any part thereof without the consent of the Employer's Deputy. Breach of this condition will entitle Transnet to cancel the contract forthwith.
- 1.5.7 Reflector belts and safety shoes must be worn at all times on site.

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## Contract Data

### The *Contractor's* Offer

The Contractor is

**Name** .....

**Address** .....

**Telephone** ..... **Fax No** .....

**E-mail address** .....

The percentage for overheads and profit added to the Defined Cost for people is.....%.

The percentage for overheads and profit added to other Defined Cost is..... %.

The *Contractor* offers to provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the prices is: (***Amount in words, VAT inclusive***).....

**Total price in figures** (VAT inclusive): R.....

Signed on behalf of the Contractor

Name .....

Position .....

Signature ..... Date .....

### The *Employer's* Acceptance

The *Employer* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Employer*

Name .....

Position .....

Signature ..... Date .....

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**Part C2:  
Pricing Data**

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## Part C2.1: Pricing Data Price Instructions

### 2.0 PRICING INSTRUCTIONS

1. The agreement is based on the NEC Engineering and Construction Short Contract 3. The contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price list are recited.
2. Preliminary and General Requirements are based on part 1 of SANS 1921, 'Construction and Management Requirements for Works Contracts'. The additions, deletions and alterations to SANS 1921 as well as the contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price list are recited.
3. It will be assumed that prices included in the Price list are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
4. Reference to any particular trademark, name, patent design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
5. The Price list is not intended for the ordering of materials. Any ordering of materials, based only on the Price list, is at the Contractor's risk.
6. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
7. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Price list:
  - a) An amount which is not to be varied, namely Fixed (F).
  - b) An amount which is to be varied in proportion to the contract value, namely Value Related (V).
  - c) An amount which is to be varied in proportion to the contract period as compared to the initial construction period, excluding revisions to the construction period for which no adjustment the Contractor is entitled to in terms of the contract, namely Time Related (T).
8. The following abbreviations are used in the Price list:

Hr	=	Hour
Ea	=	Each
9. The prices and rates in these Price list are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the scope of work and shall cover liabilities and obligations set forth or implied in the Contract data, as well as profit.
10. Where the scope of work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
11. Where no quantity has been provided against an item in the Price list, the Contractor shall use their discretion and provide the quantity.

- 12 The quantities set out in these Price list are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price list.
- 13 The short descriptions of the items of payment given in these Price list are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 14 Contractor shall ensure that provision (financial as well as time) for excavations in a range of soil types is made for in their tenders.
- 15 For each item in the Price list, including Preliminaries, the Contractor shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material) which has been sourced locally (Republic of South Africa).
- 16 The Contractor shall provide information related to imported content, i.e. equipment to be imported, value and applicable exchange rates. This information shall be provided as an Annexure to the Price list.
- 17 The total in the Price list shall be exclusive of VAT.
- 18 Transnet Freight Rail payment terms: 30 days from month end statement.
- 29 Any error in the invoiced amount shall be corrected and reflected in the following monthly statement by the Contractor.
- 20 All invoices must reflect the following information:
- Contract number
  - Job number / reference number
  - Description of the work to be performed plus detailed address where the work was performed.
  - Labour hours
  - Travelling time
  - Proof of material purchased (Invoice).
- 21 All invoices to be verified by Transnet Freight Rail Supervisor.

## Contract Data

### Schedule of estimated quantities and prices

Item	Bill description	Unit	Qty	Unit Rate	Tendered Amount
1.1	Demolish a Steel Structure	m <sup>3</sup>	3937.5		
1.2	Rip and Demolish Concrete Foundation Beams	m <sup>3</sup>	483		
1.3	Rehabilitate Ground area and compact soil with vibrating roller to GL	m <sup>2</sup>	1		
1.4	Load all steel in open Truck and transport to Koedoespoort, Pretoria about 103km, SCS Material Store Transnet Freight Rail.	ea	1		
1.5	<b>The contractor shall clean and remove all rubble out of site</b>				
	<b>SUB TOTAL TO TENDER</b>				
	<b>VAT @14%</b>				
	<b>TENDER AMOUNT Incl VAT</b>				

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

#### Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- 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.



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**Part C3.**  
**Works information**

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Contract Data

Works Information

CONTRACT SCOPE DOCUMENT

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**TABLE OF CONTENTS****APPENDIX 1**

- 1.0 SCOPE**
- 2.0 GLOSARY TERMS**
- 3.0 INFORMATION REQUIRED FROM TENDERERS**
- 4.0 REFERENCES**
- 5.0 INSTALLATION**
- 6.0 CIVIL WORK**
- 7.0 SERVICE CONDITIONS**
- 8.0 TENDERING PROCEDURE**
- 9.0 GUARANTEE**
- 10.0 MAINTENANCE SCHEDULE**

**APPENDIX 2****PROJECT WORK SPECIFICATION**

- 1.0 SCOPE OF WORK**
- 2.0 GENERAL CIVIL WORKS**
  - 2.1 DEMOLISHING OF STEEL STRUCTURE**
  - 2.2 Demolishing of Concrete foundation Structure.**

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## **APPENDIX 1**

### **SCOPE**

1. This appendix together with accompanying appendix 2 and 3 calls for the Demolishing of Steel Structure and Concrete foundation (04LY515p),

### **2.0 GLOSARY OF TERMS**

- 2.1 MOS Act means the Machinery and Occupational Safety Act (Act 6of1983)
- 2.2 OHS Act means the Occupational Health and Safety Act (Act85 of 1993)
- 2.3 SANS means the South African National Standards.

### **3.0 INFORMATION REQUIRED FROM TENDERERS.**

- 3.1 Company profile.
- 3.2 SARS TAX clearance certificate.
- 3.3 Letter of good standing in Civil work.
- 3.4 VAT registration certificate.
- 3.5 Company registration certificate copy.
- 3.6 BBBBEE accreditation certificate copy.
- 3.7 All nameplate information in the order as listed in SANS.
- 3.8 Descriptive pamphlets and brochures of equipment offered.
- 3.9 An electrical certificate of compliance for work performed.
- 3.10 All Civil material offered shall be SANS approved.
- 3.11 All information requested in appendix 3 accompanying this schedule.
- 3.12 Failure to submit the above information may preclude a tender from consideration.

### **4.0 REFERENCES.**

The following publications (latest edition) are referred to herein and used to Compile this specification: -

#### **4.1 Occupational Health and Safety Act:-**

- i. Act 85 of 1993 - OHS Act
- ii. Act 6 of 1983 - MOS Act

#### **4.2 South African Bureau of Standards:-**

- i. SANS 10160: means the code of practice for Basis of structural design and actions for buildings and industrial structures Part 1: Basis of structural design.
- ii. SANS 10400: means the code of practice for The application of the National Building Regulations Part A: General principles and requirements.

### **5.0 INSTALLATION.**

- 5.1 Unless otherwise stated in appendix: 2, the contractor shall be responsible to restore the area that has been overturned during construction.

### **6.0 CIVIL WORK**

- 6.1 For under Ground Excavation etc. of the work done, any equipment damaged by the supplier shall be the responsibility of the contractor to rectify, e.g. Sewer pipes, Water, Electrical supply or any connection network in the surrounding.
- 6.2 The contractor shall ensure that all openings are made weatherproof and that are to be restored to the original.

- 6.3 The contractor shall be responsible to seal off and weatherproof all openings where old equipment has been removed.
- 6.4 The fullest collaboration between the Contractor, Depot Manager, Depot Operations Manager and the Technical Officer is essential with regard to the working of the Transnet Depot. The commercial activities take priority over the construction activities. The Contractor shall remove any equipment, outside his allocated construction site, that obstructs commercial Vehicle operations at his own expense. No claims for standing time or extension of time for removal of such equipment will be paid.
- 6.5 Tenderers are advised that, during the currency of this contract, staff of Transnet and others will also be working in the area. The Contractor shall conduct his operations and re-arrange his programme of work if instructed by Technical Officer so as not to impede or restrict the operations of others.
- 6.6 The Contractor is to ensure that there will always be vehicle access in and out the depot during the currency of this contract and that, all traffic is accommodated. This would require an open of traffic with proper traffic control at all time.

### **7.0 SERVICE CONDITIONS**

- 7.1 The equipment shall be designed and rated for continuous operation under the following conditions:

Altitude	: - 0 to 1800 meters above sea level
Ambient temperature Celsius)	: - 5 degrees to + 40 degrees Celsius (daily Average of +35 degrees
Humidity	: - As high as 86%.

### **8.0 TENDERING PROCEDURE**

- 8.1 Tenderers shall indicate clause-by-clause compliance with the specification. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance. Tenderers to elaborate on their response to a clause can use this document.
- 8.2 The tenderer shall motivate a statement of non-compliance.
- 8.3 The tender shall provide a breakdown in prices stating the tender price and work to be done for each major portion of the contract.

### **9.0 GUARANTEE**

- 9.1 All equipment shall be guaranteed against faulty workmanship and/or material for a period of a year/ 12 months after acceptance of the installation. The contractor shall be responsible for servicing of the equipment during that period.

### **10.0 MAINTENANCE SCHEDULE**

- 10.1 Contractors must submit with their tenders, a maintenance schedule as per the Manufacturer's recommendation for the specific products supplied. The schedule will include the cleaning (taking into account the operational environment of the premises) and the replacement cycle of the given device for the duration of their guarantee period.

## **APPENDIX 2**

### **PROJECT SPECIFICATION**

#### **1.0 SCOPE OF WORK**

- 1.1 This specification calls for the Demolishing of a Steel Structure and Rehabilitation of Ground Land, at EMalahleni and shall in all respects comply with all regulations.

#### **2.0 GENERAL SCHEDULE OF WORKS**

##### **2.1 Demolishing of Steel Structure.**

- 2.1.1 The contractor shall demolish a 22.5m Long x 7m Wide x 25m high steel structure complete.  
2.1.2 The contractor shall Rip and Demolish a Concrete foundation Beams to GL, All rubble to be dumped to designated Municipality dumping site.

#### **3.0 SITE INSPECTION**

A site inspection will be arranged, which must be attended by tenderers. Further details regarding date and time will appear in the covering letter.

#### **4.0 PENALTIES**

Should the Contractor fail to complete the WORKS by the date stipulated in the contract, or such extended date/s as may be allowed by Transnet, he shall pay to Transnet as penalties in terms of the conventional Penalties Act. 1962 as amended; the amount of **12% of total amount per each item** of outstanding work, for each day or part thereof during which the WORKS remains incomplete.

#### **5.0 GENERAL**

- 5.1 Should any technical information be required, tenderers may contact Sivuyile Nguma  
Cell phone number 082 252 8550, Office: 012 315 2665, Fax number; 011 774 9551  
5.2 Tenderers shall quote their earliest completion time, as the work is urgently required.  
5.3 Brochures or equipment shall be submitted with tenders.

**Contract Data****Particular specification****3. PARTICULAR SPECIFICATION:**

- 3.1 Water and electricity will be supplied free of charge by Transnet Freight Rail. A continuous supply of water and electricity can however not be guaranteed.
- 3.3.1 The Contractor shall at his own cost arrange for connections and extensions (if necessary) to existing supplies and for the removal of these connections and extensions on completion of the contract.
- 3.3.2 The Contractor must not turn off any Electrical or water supply without obtaining permission from the Employer's Deputy or his Supervisor.
- 3.3.3 The Contractor must be in possession of or have access to a cellular phone and a facsimile machine.
- 3.3.4 The Contractor will be responsible for his own measurements. Left over material, rubble and all equipment stripped by the Contractor are to be removed from site by the Contractor as his property.
- 3.3.5 The premises shall be left perfectly clean after completion of the work, before payment will be made.
- 3.3.6 The Contractor will supply all equipment and material. The Contractor shall include for the proper completion of the work as described and shall allow for all cost incurred. Except otherwise specified, the contractor shall provide all labour, tools, consumables stores, plant, equipment, services, materials, materials and ingredients of every description required for the carrying out and completion of the work included in this contract.
- 3.3.7 Proof of prices paid by the Contractor for such consumable stores, materials and ingredients shall be made available for Transnet on a monthly basis together with the Contractor's invoice.
- 3.3.8 The Contractor shall provide sufficient communication facilities including a fax machine in order that he may be reached at any time and place during the duration of the contract. The contractor must be able to respond to any emergency request within twenty four hours after he is notified thereof.

Contract Data
Site Information

The works shall be performed at **eMalahleni Transnet Loco** as stated in the Contract Data.

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delivering on our commitment *to you*



# Suppliers Code of Conduct

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# Suppliers Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This, however, must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support.

These are:

- » Transnet Procurement Policy - A guide for tenderers;
- » Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- » The Public Finance Management Act (PFMA);
- » The Broad Based Black Economic Empowerment Act (BBBEE); and
- » The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its suppliers.

## Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

**Transnet will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.**

- » Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.



- >> Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.
- >> There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

**Transnet is firmly committed to free and competitive enterprise.**

- >> Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- >> Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

**Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.**

- >> Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.



These include, but are not limited to:

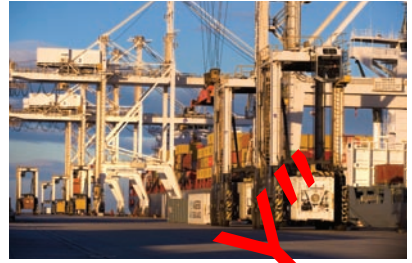
- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.

- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- >> Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

### Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

- >> Doing business with family members.
- >> Having a financial interest in another company in our industry.



Show that you support good business practice by logging onto  
[www.transnet-suppliers.net](http://www.transnet-suppliers.net) and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

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