

Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No CRAC-GMR-23570

FOR THE PROVISION OF GARDENING, GRASS CUTTING & WEED CONTROL SERVICES AT GERMISTON FOR THE PERIOD OF TWENTY FOUR (24) MONTHS.

FOR DELIVERY TO	: GERMISTON
ISSUE DATE	: 07 MARCH 2017
COLLECTION DUE DATE	: 10 MARCH 2017
BRIEFING SESSION DATE	: 13 MARCH 2017 @ 08:00 AM
BRIEFING VENUE	: GERMISTON, CORNER KESWICK & STORES ROAD INFRA NETWORK DEPOT
CLOSING DATE	: 23 MARCH 2017
CLOSING TIME	: 10:00 AM
VALIDITY PERIOD	: 03 AUGUST 2017

PLEASE NOTE THAT THE BRIEFING SESSION WILL START AT GERMISTON DEPOT (GERMISTON C/N KESWICK AND STORES ROAD INFRA NETWORK DEPOT) THEN MOVE TO INDIA DEPOT AND THEN LASTLY UNION DEPOT

PLEASE CONTACT THEMBI PHAKATHI @ 083 268 8980

PLEASE BRING VALID RFQ DOCUMENT, SAFETY SHOES WITH STEEL TOE CAP AND REFLECTOR VEST ON THE DATE OF BRIEFING SESSION

Section 1
NOTICE TO BIDDERS

DESCRIPTION	Provision Of Gardening, Grass Cutting and Weed Control Services At Germiston Depot For the Period Of Twenty Four (24) Months.
INSPECT / COLLECT DOCUMENTS FROM	<p>This bid may be downloaded free of charge directly from the National Treasury e-Tender portal: www.etenders.gov.za</p> <p>Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and the tender document may be collected between 09:00 and 15:00 from 07 March 2017 until 10 March 2017.</p> <p>This RFQ may be picked up from the following address: RECEPTION, TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG</p>
TENDERS COLLECTED FROM NT PORTAL:	<p>If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by 10 March 2017 by sending an email with their contact details to the following address: Anthonie.Erasmus@transnet.net or Lerato.Morailane@transnet.net. This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond.</p>
IMPORTANT INFORMATION	Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.
BID FEE AND BANKING DETAILS	<p>R250.00 [inclusive of VAT] per set. Payment is to be made as follows:</p> <p>Account Name : Transnet Freight Rail Account : Standard Bank Account number : 203158598 Branch code : 004805</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.</p>
COMPULSORY BRIEFING SESSION	<p>A compulsory pre-proposal site briefing will be conducted at Germiston, corner of Keswick and Stores Road, Infra Network Depot on the 13 March 2017, at 08:30 am for a period of ± 1.5 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.</p> <p><i>1.1 A Certificate of Attendance set out in Section 7 hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site briefing.</i></p> <p>1.2 Respondents failing to attend the compulsory site briefing will be disqualified. 1.3 Respondents must bring valid RFQ document, safety shoes with steel toe cap and a reflector vest.</p>
CLOSING DATE	<p>10:00 am on Thursday 23 March 2017.</p> <p>This tender shall close punctually at the following address: The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001.</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
VALIDITY PERIOD	<p>90 Business Days from Closing Date. End of validity period: Date 03 August 2017</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>

<p>SPECIAL CONDITIONS</p>	<p>Bidders are to note that this bid may also be downloaded directly from the Transnet Freight Rail tender website free of charge. If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by Friday, 10 March 2017 between 09:00 and 15:00 by sending an email with their contact details to the following address: Anthonie.Erasmus@transnet.net or Lerato.Morailane@transnet.net. This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond.</p> <p>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.</p>
<p>SUPPLIER REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)</p>	<p>In terms of paragraph 3 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016,</p> <p>Transnet must ensure that</p> <p>3.1.1 Suppliers are registered on the Central Supplier Database [CSD] before any procurement related activities commences;</p> <p>3.1.2 The CSD can be used as the single on only list of prospective suppliers for Transnet</p> <p>Furthermore, according to paragraph 5.6</p> <p>5.6 Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.</p> <p>Please ensure that you register your company on the CSD by following these steps:</p> <p>Step 1: Access the CSD site on https://secure.csd.gov.za/</p> <p>Step 2: Register a new CSD account https://secure.csd.gov.za/Account/Register</p> <p>Step 3: Receive an activation email and click activate account</p> <p>Step 4: Activate account by requesting and entering the OTP</p> <p>Step 5: Log in the CSD</p> <p>Step 6: Complete supplier identification information</p> <p>Step 7: Complete contact information</p> <p>Step 8: Complete address information</p> <p>Step 9: Complete bank account information</p> <p>Step 10: Complete tax information</p> <p>Step 11: Complete directors/members information (if non-CIPC company)</p> <p>Step 12: Complete associations (if relevant)</p> <p>Step 13: Complete commodities information</p> <p>Step 14: Complete B-BBEE information (future phase)</p> <p>Step 15: Maintain users</p> <p>Step 16: Complete notification information</p> <p>Step 17: Complete accreditations</p> <p>Step 18: Click on submit</p> <p>Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated</p>
<p>RFQ ANNEXURES</p>	<p>Annexure A: Compliance To Specification (Clause By Clause Declaration)</p> <p>Annexure B: Salary Schedule</p> <p>Annexure C: She Management Questionnaire</p>

1 Invitation to bid

1. Responses to RFQ

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

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

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As explained in more detail in the B-BBEE Claim Form (Section 6), Transnet will award preference points to companies who provide proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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

Respondents are required to complete Section 6 and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

Note: Failure to submit valid and original (or certified copy of) proof of the Respondent's compliance with the B-BBEE requirements stipulated in Section 6 of this RFQ (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.

3. Communication

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

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

Name: Tshegofatso Mohambi Email: Tshegofatso.Mohambi@transnet.net
Telephone: 011 584 1175

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Freight Rail Acquisition Council Phillippa Barnard on any matter relating to its RFQ response:

Telephone 011 544 9366 **Email:** Phillippa.barnard@transnet.net

4. Legal Compliance

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

5. Changes to Quotations

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

6. Pricing

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

7. Prices Subject to Confirmation

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

8. Binding Offer

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

9. Disclaimers

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

modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;

reject any Quotation which does not conform to instructions and specifications which are detailed herein;

disqualify Quotations submitted after the stated submission deadline;

not necessarily accept the lowest priced Quotation or an alternative bid;

reject all Quotations, if it so decides;

place an order in connection with this Quotation at any time after the RFQ's closing date;

award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;

split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;

make no award at all;

Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;

request audited financial statements or other documentation for the purposes of a due diligence exercise; and/or

Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract and/or place the Respondent on Transnet's list of Restricted Suppliers.

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

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document. In the event of any Respondent being notified of such short-listed/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

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

Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

Transnet reserves the right to lower the threshold for Technical from **80% to 60%** if no Bidders pass the predetermined minimum threshold.

10. **SCOPE OF WORK**

SPECIFICATION FOR THE PROVISION OF GARDENING, GRASS CUTTING AND WEED CONTROL SERVICE FOR A PERIOD OF 24 MONTHS

The service provider shall at all times be responsible for the supervision of work being carried out. Transnet Freight Rail shall carry out ad hoc inspection of the work performed

Areas To Be Serviced And Duties

All gardens and grass and areas within 20m of the building or where applicable

Garden Service

- | | |
|---|-----------------------|
| • Cutting of lawn areas to fair finish and trimming of edges | Weekly |
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| • Cultivating, digging and pruning of flowerbeds | Weekly |
| • Removal of all dead flowers and pruning of trees as required by the Project Manager from time to time | As Required |
| • Provide seasonal flowers | Seasonally |
| • Trim branches and shrubs | Weekly |
| • Clear of weeds on site's where there is no grass | Daily |
| • Trim branches, shrubs and cut grass by the fence | Daily |
| • Remove all grass, branches and rubble from site | Daily |
| • Every porch entrance must be swept, as well as the paving and tarred road in front of the buildings | As required |
| • No grass to be left on premises | Daily |
| • Sweep and remove soil and/or leaves on entrances and exterior areas | Daily |
| • Tree felling & trimming at the depot to be conducted safely by using a trained team and Safety precautions to be followed e.g. height management, machinery and etc. (Supplier to supply their own equipment to perform this job) | As and when necessary |

- Personnel must be able to operate the borehole system i.e monitor and report to the Facilities Manager if it broken Weekly

1. Introduction

Services of a reputable service provider is required for the provision of garden and weed control service at Germiston Transnet Freight Rail premises.

The Appointed service provider shall have experience in the pest control industry with unquestionable track record provided by past and current clients reference

2. Scope of work

The garden service shall include, but not limited to activities such as digging, raking, mowing, spreading, watering, trimming hedges, weed control, felling or removing trees or other vegetation or planting under supervision.

Services shall be provided for a period of 2 years including all required services

The Service Provider must in all respects comply with applicable laws and regulations, including, all applicable health and safety regulations, standards and procedures

The Contractor shall comply with all laws relating to wages and conditions generally governing the employment of labour

3. Personnel requirements

The average staff compliment is an indicative number and represents the minimum staff requirement based on historic service level requirements.

Personnel must be well trained and proficient in the service.

Table A Personnel requirements

Total staff	4 Gardeners
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4. Supervision

- Quality Control will be done by client on site (sign off of job cards) on a weekly basis
- The supplier shall be responsible for the efficient performance of the contract and for the good conduct of his employees whenever they carry out services in the buildings
- TFR REM reserves the right to monitor the clock-in time and clock-out time of the suppliers employees as well as to give working instructions directly to the suppliers employees if deemed fit (within the specifications)

5. Equipment

The Contractor shall provide all necessary machinery, tools and materials for the proper execution of the work. Such machinery and materials shall be of a high standard, appropriately maintained and suitable for use in and around the premises

- All gardening chemicals and equipment e.g. spades/shovels, rakes, ect
- Necessary sign boards e.g. Caution tree felling, etc
- Contractor to conform with all Safety Requirements including Safety, Health, Environment (SHE) Induction for Contractors as specified by Transnet Freight Rail (copy enclosed)
- All gardening chemicals and Machinery to be supplied by cleaning company and clearly marked by the contractor

Consumables e.g. cleaning chemicals be an acceptable standard meaning SABS Approved or Equivalent

NB: All equipment to be kept in good and safe condition at all times and to comply with all safety regulations Including all extension cords etc.

- i) Toilet Areas are not to be used as change rooms. Cleaning of equipment will not be allowed in toilet areas.
- ii) Disposal of dirty water to be deposited directly into toilet Pans, Toilet areas to be cleaned after work has been completed or minimum daily.

6. Protective Clothing

Personnel shall be sufficiently equipped with relevant protective clothing (cloves, boots, overall s, masks, etc.) and make use of such clothing at all times while performing their duties.

7. Consumables

The contractor shall provide chemicals/materials which are not harmful to either persons or the environment.

The Service Provider shall provide and make use of materials and chemicals which supports the preservation of the environment, are not harmful to either persons or the environment.

- Material/chemicals must comply with all applicable legislation and other applicable regulation
- Materials and chemical products may be subject to Transnet prior approval, and samples may be requested from shortlisted bidders when appropriate during the tender process.
- The contractor shall submit a Material safety data sheet of chemicals the supplier proposes to use
- All chemical weed killers (herbicides) must be expertly applied and with care
- Only non-poisonous SABS approved chemicals are to be used

8. Staff Requirements/Working Hours

- The supplier shall be available to clean all offices from 07:00 to 16H00.
- This should be done within the legal framework of housekeeping: Act 85 and Act 16

9. Site Books

- A site instruction book shall be provided by the Supplier, such book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".
- Only persons authorized in writing by the Technical Officer or Supplier may make entries in the Site Book.
- On completion of the contract the Site Book/Site Books shall be returned to the Technical Officer managing the contract on behalf of TFR REM.

8. Pesticides application

These methods of pesticide application are preferred and shall be used for control the outbreak of garden pests.

Direct spray application: specifically targeting the pest to avoid contact with non-target plants.

Foliar application: directing pesticides to leafy portion of the plant

Wiper treatment: release pesticide onto a device that is wiped onto weeds taller than the crop, or wiped selectively onto individual weeds in an ornamental planting bed

11. Legal review

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

12. Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

13. National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Respondent who has failed to register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number: _____ unique registration reference number: _____.

14. Tax Compliance

Regulation 14 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act (PPPFA) states that no tender may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order.

a. New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorize any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Respondents are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: _____

Tax Clearance Certificate & TCC Number: _____ and PIN: _____.

b. Tax Compliance Requirements for Foreign Entities

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate / tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on their tax obligation categorization. The affidavit must confirm an answer of "No" to **all** questions below in order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

- a) Is the entity a tax resident of the Republic of South Africa (RSA)?
- b) Does the entity have a branch/locally registered entity in the RSA?
- c) Does the entity have a permanent establishment in the RSA?
- d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?
- e) Is the entity liable in the RSA for any form of taxation in the current tax year?

If a Respondent's answers to any one (or more) of the questions above changes to a "Yes" at any time during the bid process and/or after award of the contract (should a particular Respondent be successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly with either a tax clearance certificate / tax clearance PIN issued by SARS.

15. Protection of Personal Data

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 37 of the General Bid Conditions.

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

TIP-OFFS ANONYMOUS: 0800 003 056

**RFQ FOR THE PROVISION OF GARDENING, GRASS CUTTING AND WEED CONTROL SERVICES AT
 GERMISTON FOR THE PERIOD OF TWENTY FOUR (24) MONTHS**
**CLOSING VENUE: Inyanda House 1, Ground Floor Tender Box, 21 Wellington Rd, Parktown,
 JOHANNESBURG**
CLOSING DATE & TIME: 23 March 2017, 10:00 am
VALIDITY PERIOD: 03 August 2017

**SECTION 2
 EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

1 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents <ul style="list-style-type: none"> Valid Letter of Good Standing from the Department of Labour Registration with National Treasury Central Supplier Database Valid B-BBEE Certificate /Sworn Affidavit
Substantive responsiveness	Prequalification criteria, if any, must be met and <ul style="list-style-type: none"> 100% Compliance to specifications declaration (clause by clause) Salary Schedule indicating labour regulated Monthly Salary per Gardener Valid Weed control certificate from the Department of Agriculture, Forestry and Fisheries Pricing Schedule submission and all items on pricing schedule priced (Section 3) Completion of SHE Management questionnaire and submission of supporting documents- Annexure C
Functionality Threshold	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 80% Transnet reserves the right to lower the Technical threshold to 60%, should all bidders not qualify. <ul style="list-style-type: none"> Bidder's Experience 50% Service Implementation Plan 50%
Final weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none"> Pricing and price basis [firm] 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 indicated in Annexure A: B-BBEE Claim Form.

2 Validity Period

Transnet desires a validity period of 90 [Ninety] Business Days from the closing date of this RFQ.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

With regard to the validity period of short-listed bidders, please refer to Section 1, paragraph 9.

This RFQ is valid until 03 August 2017.

3 Disclosure of Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

4 Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
- SECTION 3 : Pricing Schedule submission and all items on pricing schedule priced	
- Compliance to Specifications and bill of quantity Declaration –Annexure A	
- Salary Schedule Indicating Labour Regulated Monthly Salary for Gardener Annexure B	
- Valid Weed Control Certificate from the Department of Agriculture, Forestry and Fisheries	
- SHE Management questionnaire and submission of supporting documents Annexure C	

b) Essential Returnable Documents

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

Essential Returnable Documents required for evaluation purposes:

Failure to provide all Essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
- Reference Letter/s from Bidder's Current and Previous Client/s	
- Gardening Service Programme	
- Documented Gardening Service Implementation Plan	

Other Essential Returnable Documents:

Failure to provide other essential Returnable Documents may result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

Please confirm submission of these essential Returnable Documents by indicating Yes or No in the table below:

OTHER ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- SECTION 7 : Certificate of attendance of compulsory Site RFQ Briefing	
- Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- Standard Terms and Conditions for Supply of Goods and Services	
- SECTION 4: Certificate of Acquaintance with RFQ Documents	
- SECTION 5: RFQ Declaration and Breach of Law Form	
- SECTION 6: B-BBEE Preference Claim Form	
- Valid and original (or a certified copy) proof of Respondent's compliance to B-BBEE requirements stipulated in Section 6 of this RFQ:	
- Proof of Registration with National Treasury Central Supplier Database	
- Valid Letter of good standing from the department of labour	

 Respondent's Signature

 Date & Company Stamp

Technical Evaluation: Minimum Threshold 80 % for Technical Criteria, Transnet reserves the right to Lower the Technical threshold to 60 %.

The test for the Technical and Functional threshold will include the following:

Technical Criteria	100 % Weightings
<p>1. Bidder's Experience</p> <p>1.1 Bidder number of years in service</p> <p>1.1.1 The bidder's previous relevant experience in the provision of Gardening service in a single or multiple contracts at commercial, public or industrial establishments.</p> <p>Bidder must provide Reference letter/s from reputable current and previous client/s. Letter/s must be on client company's letterhead and signed; and shall contain detail on (i) the type of service provided (ii) duration of the contract (iii) satisfaction with the service provided and (iv) detail of reference contact person</p> <p>Provide a minimum of three references but not limited to</p>	<p>50%</p>
<p>5. Service implementation plan</p> <p>Provide documented Gardening Service Implementation plan that fully addresses listed requirements:</p> <p>(i) Customer service (ii) Measures to ensure continued service (iii) Employment and labour relations matters (iv) Training plan</p> <p>5.1 Documented Service Implementation Plan that addresses requirements a,b,c and d</p> <p>5.1.1</p> <p>(a) Customer service includes but not limited to:</p> <p>(i) allocation of Customer Service Manager/Site Manager (ii) communication and escalation process (iii) measurement of service quality and customer satisfaction (iv) response to emergencies (v) recording system</p> <p>(b) Measures to ensure service continuity includes but not limited to:</p> <p>(i) induction programme (ii) Gardening process and intervals (iii) register of cleaning service (iv) sourcing of consumables, machinery & equipment and timelines (v) maintenance and repairs of machinery & equipment in service</p> <p>(c) Employment and labour relations includes but not limited to:</p> <p>(i) employment process and management of employment (ii) remuneration and wage management (iii) management of absenteeism, misconduct, Insubordination and disciplinary process. (iv) labour disputes (v) employee retention plan, resignations and constructive dismissal</p>	<p>50%</p>

Technical Criteria	100 % Weightings
(vi) record keeping (d) Training plan includes formal and on the job training on but not limited to: (i) Occupational Health & Safety (ii) Gardening processes (iii) hygiene and housekeeping (iv) supervisory skills and management	
Total Weighting:	100%
Minimum qualifying score required:	80%

The minimum threshold for technical/functionality must be met or exceeded for a Respondent's Proposal to progress to final evaluation stage.

5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

 Respondent's Signature

 Date & Company Stamp

SECTION 3

QUOTATION FORM AND CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENT

I/We _____

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

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

the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and

any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Respondent's Signature

Date & Company Stamp

For The Provision Of Gardening, Grass Cutting and Weed Control Services At Germiston for the period of 24 months.

Price Schedule

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

DEPARTMENT	ASSET NO.	DESCRIPTION	SQUARE METRES	FREQUENCY	PRICE PER ASSET PER MONTH FOR YEAR 1	PRICE PER ASSET PER MONTH FOR YEAR 2	TOTAL PRICE FOR THE PERIOD OF 24 MONTHS
Security	02AG588J	Mess+Ablution	1400	daily	R		
Security	02AG685J	Security Post At Entrance Di Gbs	9	daily	R		
Technical	02AG553J	Ground Floor Office	648	daily	R		
Technical	02AG561J	Toilet GBS	42.09	daily	R		
Technical	02AG558J	Mess+Ablution	188.3	daily	R		
Rail Networks	02BG074U	Double Story Office	264	daily	R		
Rail Networks	02AG543J	Office Building	1980	daily	R		
Operations	05RG077J	Platform	120	daily	R		
Operations	02AG436J	Control Point 415 GMR Yard East	22	daily	R		
Operations	02ZG062J	Signal Cabin (Goods) - GMIR	178	daily	R		
Operations	02AG457J	Control Point 289 GMR Yard	19	daily	R		
Operations	02AG547J	Mess+Ablution	189	daily	R		
Operations	02BG177J	Drawing Office	500	daily	R		
Operations	03MG032J	Carport	255	daily	R		
Operations	03MG033J	Carport	70	daily	R		
SCS	02AG550J	Shed/ Office	1069	daily	R		
SCS	02AG655J	Shed	234.78	daily	R		
SCS	03RG028J	Store	155	daily	R		
SCS	02AG548J	Mess+Ablution	120	daily	R		
SCS	02AG549J	Mess+Ablution	48	daily	R		

For The Provision Of Gardening, Grass Cutting and Weed Control Services At Germiston for the period of 24 months.

Telecomms	02AG502J	Mess+Ablution	36	daily	R		
Telecomms	02YG165J	Office	1342	daily	R		
Rail Networks	11LG003J	Security hut	24	daily	R		
Rail Networks	02AG598J	Entertainment area	60	daily	R		
Rail Networks	02AG545J	Ablution	60	daily	R		
Rail Networks	03LG088J	Carport	60	daily	R		
NUMBER OF EMPLOYEES : 4 GARDENERS							

1. Total Price for Gardening Assets Year one (01)

R _____

2. Total Price for Employee Salaries, Consumables, Equipment, Chemicals, Uniforms, Safety Clothing, Training, Admin & Other Costs for Year (01)

R _____

3. Total Price for Gardening Assets Year two (02)

R _____

4. Total Price for Employee Salaries, Consumables, Equipment, Chemicals, Uniforms, Safety Clothing, Training, Admin & Other Costs for Year (02)

R _____

5. GRAND TOTAL FOR GARDENING ASSETS, EMPLOYEE SALARIES, CONSUMABLES, EQUIPMENT, CHEMICALS, UNIFORMS, SAFETY CLOTHING, TRAINING, ADMIN & OTHER COSTS

FOR THE PERIOD OF TWO YEARS (24 MONTHS INCLUDING ESCALATION AND *EXCLUDING VAT* (Total tender Amount) R _____

6. GRAND TOTAL FOR GARDENING ASSETS, EMPLOYEE SALARIES, CONSUMABLES, EQUIPMENT, CHEMICALS, UNIFORMS, SAFETY CLOTHING, TRAINING, ADMIN & OTHER COSTS

FOR THE PERIOD OF TWO YEARS (24 MONTHS INCLUDING ESCALATION AND *INCLUDING VAT* (Total tender Amount) R _____

RFQ for the Provision of Gardening, Grass Cutting and Weed Control Services At Germiston Depot For A Period Of Twenty Four (24) Months

Returnable Document

Delivery Lead-Time from date of purchase order: _____ [days/weeks]

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Respondent's Signature

Date & Company Stamp

SECTION 4

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account in calculating tendered prices or any other purpose:

1.	Transnet’s General Bid Conditions*
2.	Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3.	Transnet’s Supplier Integrity Pact*
4.	Non-disclosure Agreement*
5.	Vendor Application Form* and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading “Existing vendors”.
<p>Respondents are to note that the documents marked with a “*” are available on request or at the Transnet website (www.transnet.net). Please click on “Business with Us”, proceed to the tab “Tenders” and then click on “Standard Bid Documents”.</p>	

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid or update their information in the table below:

Transnet Operating Division [e.g. TFR, TE, etc.]	Vendor Number	Information still current [tick if applicable]	Information change [indicate detail of change/s & attach appropriate proof]

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted bid. Any such submission shall be subject to review by Transnet’s Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and complete in every respect.

 Respondent’s Signature

 Date & Company Stamp

RFQ for the Provision of Gardening, Grass Cutting and Weed Control Services At Germiston Depot For A Period Of Twenty Four (24) Months
Returnable Document

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 5

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

RFQ for the Provision of Gardening, Grass Cutting and Weed Control Services At Germiston Depot For A Period Of Twenty Four (24) Months **Returnable Document**

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

RFQ for the Provision of Gardening, Grass Cutting and Weed Control Services At Germiston Depot For A Period Of Twenty Four (24) Months
Returnable Document

SIGNED at _____ on this ____ day of _____ 20__

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

Respondent's Signature

Date & Company Stamp

SECTION 6**B-BBEE PREFERENCE POINTS CLAIM FORM**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- The 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 **Failure on the part of a bidder to submit** a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution **are not claimed**.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (r) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (t) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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Returnable Document

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act **must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership**. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 5.3 **QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit** on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: . = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p style="text-align: center;">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p>
---	--

RFQ for the Provision of Gardening, Grass Cutting and Weed Control Services At Germiston Depot For A Period Of Twenty Four (24) Months
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SECTION 7:

CERTIFICATE OF ATTENDANCE OF COMPULSORY SITE MEETING

COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

Venue : **Germiston, C/N Keswick & Stores Road, Infra Network Depot**
Time : **08:00 AM**
Date : **13 March2017**

ATTENDANCE CERTIFICATE

This is to certify that
Representative(s) of..... *[Name of entity]*
Have/has attended the site meeting / RFQ briefing in respect of the proposed Goods to be supplied in terms of this RFQ.

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE: _____

DATE: _____

EMAIL: _____

VERY IMPORTANT

BIDDERS WHO DID NOT ATTEND COMPULSORY BRIEFING SESSION WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS.

Respondent's Signature

Date & Company Stamp

ANNEXURE A

Compliance to Specification Clause by Clause Declaration

PROVISION FOR: GARDENING, GRASS CUTTING AND WEED CONTROL SERVICES AT GERMISTON DEPOT
 FOR THE PERIOD OF 24 MONTHS

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

BIDDERS ARE TO REFER TO SPECIFICATIONS FOR GARDENING, GRASS CUTTING AND WEED CONTROL SERVICES AT GERMISTON DEPOT FOR FULL DETAILED DESCRIPTION OF ITEMS (PAGE 6-9)

FAILURE TO FULLY COMPLETE OR COMPLY WILL BE REGARDED AS NON-COMPLIANCE.

Compliance to specification requirements	Comply	Not comply	Remarks
1.1 Compliance to statutory labour requirements			
The service provider must, during the course of the contract period, comply with all labour statutory requirements e.g. UIF, COIDA, etc.			
Bidder must provide wage breakdown of cleaner and supervisory personnel which must be compliant to statutory minimum wage requirements. Refer to <i>Annexure X Contract Garden Minimum Wage Calculation</i>			
1.2 Compliance to Occupational Health and Safety			
The appointed service provider must comply with all OHS Act requirements relevant to the contract services offered.			
Bidder is required to provide a comprehensive Health and Safety file that addresses requirements as per <refer clause in the specification> Occupational Health and Safety of the specification			
1.3 Uniform & Personnel Protective Equipment (PPE)			
The appointed service provider shall ensure provision of adequate PPE that is compliant to all regulatory requirements related to the service.			
Shall ensure that all personnel wear acceptable uniform and their appearance befits that of a corporate environment			
The service provider shall ensure that employees are identifiable with name tags (i.e. branded name tags).			
1.4 Equipment and Consumables			
The appointed service provider shall provide all the necessary resources and tools (i.e. proper working equipment, biodegradable chemical products) to render quality gardening service			

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Bidder must provide list and quantity of equipment under their ownership, lease agreement or have access to, required to render gardening service as listed in the tender document.			
The appointed service provider must have all equipment, tools and consumables listed in the tender document available at start of the contract to deliver service and such equipment shall be available for total duration of the contract.			
1.5 Management & personnel requirements			
The service provider shall provide all resources; management, supervisory and operational staff to manage and render service.			
The management team shall perform responsibilities among others;			
.monitor service in accordance to contract and SLA requirements;			
.manage staff and their performance			
.attend to and resolve any operation and human resource issues (together with Transnet REM where required) without disruption to normal service			
.attend quarterly management meetings to discuss all contract related issues.			
The service provider shall deploy well trained and skilled staff to the contract			
Selected bidder shall assess training needs, identify gaps, update training plan and conduct training as required during course of the contract			
The selected service provider shall allocate a Site manager to the contract			
The service provider shall deploy the agreed number of personnel to site daily for the total duration of the contract			
1.6 Adherence to quality standards			
The service provider will be expected to maintain good quality standards and ensure value to Transnet. The service provider shall:			
.use only SABS approved equipment and consumables			
.use only SABS approved biodegradable chemicals/detergents			
The service provider must within <7 days> of appointment submit Materials Safety Data Sheet (MSDS) for all hazardous and non-hazardous chemical(s) the supplier proposes to use.			
The Bidder must use agricultural remedies registered in terms of the Act No.36 of 1947 and labelled by the manufacturer as required by the Act			

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A Supervisor who is a registered Pest Control Operator with the Department of Agriculture, Forestry and Fisheries must be physically present at all times when agricultural remedies are applied			
2. Commitment to contractual requirements and delivery			
2.1 Site File			
The appointed service provider must compile and provide a Transnet specific Site File which will include all Statutory and Management information/documents such as:			
.OHS Policy and Procedures;			
.Safe works Procedures;			
.Risk Assessments Procedures;			
.Insurance documents/details;			
.Department of Labour documents e.g. COIDA, UIF and etc.			
The service provider will be required to provide a comprehensive site file within 30 days of appointment. The service provider will be required to conduct a site assessment and to update, if required, any of its standard procedures as listed above, to suit any Transnet specific site requirements.			
2.2 Public Liability			
The appointed service provider will be required to have insurance to protect Transnet from liability claims. The Service provider must provide proof of cover within <7 days> of appointment.			

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ANNEXURE B

Salary schedule-indicating labour regulated Monthly Salary per Gardener

(04) Gardeners required

CONTRACT CLEANING MINIMUM WAGE PRICE SCHEDULE FROM NCCA (Effective 1st December 2016 for period ending 30th November 2017)

#	ITEM	DESCRIPTION	AMOUNT
1	Basic monthly wage cost	Cleaning sectorial determination	R 3 356.62
	Hourly rate	40 hours per week	R 19.38
	Daily rate	8 hrs per day	R 155.04
	Weekly wage cost	Hourly wage x 40 hours	R 775.20
2	Leave provisions		R 361.75
	Annual leave	15 days per year	R 193.79
	Sick leave	10 days per year	R 129.20
	Family responsibility	3 days per year	R 38.76
3	Other: Employer contribution		R 682.90
	Provident fund	5.25% of monthly wage	R 176.22
	Bonus	4.33 weeks for a full 12 months	R 279.72
	UIF	1% of basic monthly wage	R 33.57
	COID	1.6% of basic monthly wage	R 53.71
	NCCA / Union levy fee	1.52% per employee per month	R
	Training levy	SDL = 1% of wage	R 33.57
	Uniform	R500 per year	R 41.67
	Severence pay	1.92%	R 64.45
4	Monthly Labour Cost (per 1 x Gardener)	A1 + A2 + A3	R 4 401.27
5	Total monthly labour cost (per total number of gardeners required	4	R 17 605.08

TOTAL LABOUR COST FOR THE CONTRACT PERIOD OF 24 MONTHS

(including all required gardeners)

R _____

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I, _____ hereby commit my company to pay my employees according to the above-mentioned salary template.

Signed by:

Full name and surname

Capacity

IMPORTANCE NOTICE

***Random payslips will be requested from the cleaning personnel once the contract is in place.**

***Please include the weekend and public holiday rates where applicable**

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ANNEXURE C

Tenderer SHE Management System Questionnaire

This questionnaire forms part of the TFR tender evaluation process. It must be completed by all Tenderer's and submitted with their tender offer. The tenderer Health and Safety (SHE) Plan must also be submitted. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE 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. The tenderer warrants that the information provided below is accurate and correct. **TFR may verify the accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer SHE Management System Questionnaire	Yes	No
1. SHE Policy		
- Is there a written company SHE policy? - If yes provide a copy of the policy		
2. SHE Management		
- Does the company have an independently audited or accredited SHE Management system e.g NOSA, OHSAS, IRCA System etc - If yes provide details or copy of accreditation		
3. SHE Organogram		
- Is there a company organogram indicating key SHE personnel? - If yes provide a copy		
4. Letter of good standing with COID		
- Is company registered with the Compensation Commissioner under the COID Act and up to date? - If yes provide proof of letter of good standing		
5. SHE Cost		
- Has the tenderer made provision for the cost of safety in the tender price? If yes provide evidence		
6. Training Records		

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<p>- Is a record maintained of all training and induction programs undertaken for employees in your company?</p> <p>- If yes provide examples of safety training records</p>		
<p>7. Health and Safety Plan (SHE Plan) Are the following arrangements included and adequately addressed in the Health and Safety Plan:</p>		
<p>- Are SHE responsibilities clearly identified for all levels of Management and employees?</p> <p>- If yes provide details</p>		
<p>- Are Risk Assessments conducted and appropriate techniques used?</p> <p>- If yes provide details or copy of procedure</p>		
<p>- Are safe operating procedures or specific safety instructions relevant to its operations available?</p> <p>- If yes provide a summary listing of procedures or instructions</p>		
<p>- Description on how health and safety training is conducted in your company:</p> <p>-If yes provide details</p>		
<p>- Health and safety inspections at worksites undertaken?</p> <p>-If yes provide details</p>		
<p>- Health and Safety Communication i.e Safety talks, incident recalls?</p> <p>- If yes provide details</p>		
<p>- Workplace SHE Committee?</p> <p>- If yes provide details</p>		
<p>- Appointment of SHE Representatives?</p> <p>- If yes provide details</p>		
<p>- SHE Incident Reporting and Investigation?</p> <p>- If yes provide details</p>		
<p>- Provision of Personal Protective Equipment (PPE)?</p> <p>- If yes provide details</p>		
<p>- Emergency Planning?</p> <p>- If yes provide details</p>		
<p>- Fall Protection?</p> <p>- If yes provide details</p>		
<p>- Project Security?</p>		

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- If yes provide details		
- Medical Surveillance?		
- If yes provide details		
- Substance abuse policy/procedure/testing?		
- If yes provide details		
- Selection, Procurement and management of Subcontractors?		
- If yes provide details		
- Operational Safety?		
- If yes provide details		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?		
- If yes provide details		
8. Health and Safety Violations		
- Has the company been fined or convicted of an occupational health and safety offence?		
- If yes provide details		

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Safety Performance Report

Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR calculated over 12 months
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period

=====

Signed
 (Tenderer)

 Respondent's Signature

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1. Introduction

- 1.1 This Safety, Health and Environmental (SHE) specification is Transnet Freight Rail (TFR) minimum requirements to be met by contractors when performing work for or on behalf of TFR. They set out the requirements to be followed by the Principal Contractor and other contractors so that the health and safety of all person's potentially at risk may receive the same priority as other facets of the project.
- 1.2 The Contractor shall **develop a SHE plan and prepare a SHE file** based on these requirements, risk assessment as well as all the relevant applicable legislation. The contractor shall remain accountable for the quality and execution of his health and safety programme for his employees and sub-contractor employees. This specification in no way releases the contractors from compliance with the relevant legislation.

2 Purpose

- 2.1 The purpose of this specification is to ensure that the Principal Contractor provides and maintains, as far as reasonably practicable a safe working environment for all employees and the public whilst performing work for or on behalf of TFR.
- 2.2 This specification form an integral part of the contract, and the Principal Contractor shall forward this specification to all subcontractors at the bidding stage so that they can in turn prepare health and safety plans relating to their operations

3 Scope and Application

- 3.1 This specification is applicable to all contractors, suppliers and all activities and processes carried out for or on behalf of Transnet Freight Rail. The Specification defines the strategies to manage Health and Safety and is a compliance document drawn up in terms of the Occupational Health and Safety Act 85 of 1993 and Construction Regulations, February 2014.
- 3.2 This specification shall also apply to any subcontractors as employers in their own right. The Principal Contractor shall furnish the TFR Contract Representative/Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the OHS Act and Regulations and Transnet's safety requirements and procedures.
- 3.3 Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the TFR Contract Representative/Technical Officer or Client Agent.

4 General

- 4.1 The Principal Contractor and Transnet Freight Rail are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (herein referred as the OHS Act) and applicable Regulations.
- 4.2 The Principal Contractor accepts, in terms of the General Conditions of Contract and in terms of the OHS Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. The Principal Contractor shall, before commencement with the execution of the contract work, comply with the provisions set out in the OHS Act, and shall implement and maintain a SHE Plan approved by Transnet Freight Rail, on the Site and place of work for the duration of the contract
- 4.3 The Principal Contractor accepts his obligation with complying to the OHS Act and applicable Regulations notwithstanding the omission of some of the provisions of the OHS Act and the Regulations from this document.

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- 4.4 Transnet Freight Rail accepts, in terms of the OHS Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Principal Contractor and TFR Contract Representative/Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the works
- 4.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

5. Section 37(2) Agreements

- 5.1 Transnet Freight Rail and the Principal Contractor shall enter into an agreement in terms of section 37(2) of the Occupational Health and Safety Act to the arrangements and procedures between them to ensure compliance by the Principal Contractor with the provisions of the OHS Act.
- 5.2 The agreement shall be completed and signed by the Principal Contractor mandated representative as soon as possible and returned to the relevant TFR Project Manager / TFR Contract Representative for his/her signature on behalf of TFR.
- 5.3 The Principal Contractor shall enter into a Section 37(2) Agreement with their respective sub-contractors. Signed copy of such agreement must be kept on the Contractor's SHE file.

6. Definitions

- 6.1 In this Specification the definitions as listed in the Occupational Health and Safety Act 85 of 1993 and Construction Regulations, 2014 shall apply, unless the context otherwise indicates: -
- 6.2 **"construction Work"**, which, in terms of the Construction Regulations, 2014 means any work in connection with: -
- a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
 - b) the, construction, erection maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or the moving of earth, clearing of land, the making of an excavation, piling or any similar civil engineering structure; or any similar type of work.
- 6.3 **"competent person "**means a person who—
- a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
 - b) is familiar with the Act and with the applicable regulations made under the Act;
- 6.4 **"contractor"** means an employer who performs construction work, and includes a principal contractor (principal contractor and subcontractor)
- 6.5 **"fall protection plan "**means a documented plan, which includes and provides for-
- a) all risks relating to working from a fall risk position, considering the nature of work undertaken;

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- b) the procedures and methods to be applied in order to eliminate the risk of falling; and
- c) a rescue plan and procedures

- 6.6 **"Safety, Health and Environmental (SHE) File"** means a file or other record in permanent form, containing the information required to be kept on site in accordance with the OHS Act and applicable Regulations;
- 6.7 **"health and safety (SHE) plan"** means a site, activity or project specific documented plan in accordance with the client's health and safety specification;
- 6.8 **"risk assessment"** means a programme to determine any risk associated with any hazard at a work site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 6.9 **"principal contractor"** means an employer appointed by the client to perform construction work
- 6.10 **"TFR"** means Transnet Freight Rail, a division of Transnet SOC Ltd (Registration No. 1990/000900/06), a public company incorporated in accordance with the company laws of the Republic of South Africa
- 6.11 **"TFR Contract Representative"** TFR employee appointed to liaise with the contractor to ensure that the specifications of the contract are met (with special emphasis on safety, technical specifications, inspection of quality and quantity of work). It includes a Technical Officer, Security Depot Manager, Senior Protection Officer, Leading Protection Officer, Maintenance Supervisor's etc.

7. Notification of Construction Work

- 7.1 The Contractor who intends to carry out any construction work other than work where a Construction Work Permit is required, must at least 7 days before carrying out such work, notify the Provincial Director of the Department of Labour in writing if the construction work:
- (a) includes excavation work
 - (b) includes working at a height where there is a risk of a person falling;
 - (c) includes the demolition of a structure; or
 - (d) includes the use of explosives to perform construction work,
- 7.2 The notification to the Provincial Director shall be on a form similar to Annexure 2 of the Construction Regulations, 2014. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, TFR Contract Representative/Technical Officer or employee.

8. Letter of Good standing

- 8.1 The Principal Contractor shall submit proof of registration and Letter of Good Standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Diseases Act, 1993 (Act No. 130 of 1993) for his company and each of his sub-contractors'.
- 8.2 No contractor may do any work for TFR without a valid letter of good standing. The Principal Contractor must ensure that the Letter of Good Standing remains valid for the duration of the contract period.

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- 8.3 The letter of good standing must reflect the name of the Contractor and/or Sub-contractor, registration number and, expiry date.

9. Management and Supervision

- 9.1 The Principal Contractor and all subcontractors shall submit a SHE organogram outlining the site SHE management structure including the relevant appointments/competent persons or the intended appointments where such appointments have not been made.
- 9.2 The Principal Contractor shall, in accordance with the OHS Act and applicable Regulations, make all the necessary appointments of competent persons in writing. Copies should also be retained on the SHE file.
- 9.3 In case of construction work, additional appointments must be made in terms of the Construction Regulations:
- 9.3.1 **Construction Manager** appointed fulltime on a single site with the duty of managing all the construction work including the duty of ensuring occupational health and safety compliance. The appointed construction manager may not manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.
- 9.3.2 A Principal Contractor must upon having considered the size of the project, in writing appoint one or more **Assistant Construction Managers** for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.
- 9.3.3 A Construction Manager must in writing appoint **Construction Supervisors** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
- 9.3.4 No Construction Supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated under on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.
- 9.3.5 A Contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.
- 9.3.6 Subcontractors shall also make the above written appointments and the Principal Contractor shall deliver copies thereof to the TFR Contract Representative/Technical Officer.

10. SHE Committee Meetings and SHE Representatives

- 10.1 The Principal Contractor and subcontractors shall appoint SHE Representative/s in writing after consultation with employees and ensure that they are trained in performing their duties.
- 10.2 SHE Representatives duties shall include inspections of the workplace, taking part in incident investigations, risk assessments, attending SHE Committee meetings etc. Records of monthly inspections of SHE Representatives must be kept on the SHE file.
- 10.3 The number of SHE Representatives appointed shall be in accordance with the requirements of the Occupational health and Safety Act 85 of 1993.

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- 10.4 The Principal Contractor must ensure that a project/site SHE Committee meeting is held monthly and minutes of such meeting shall be recorded and records kept on the SHE file. The Principal Contractor representative and appointed SHE representatives shall attend the monthly SHE Committee meeting.
- 10.5 The TFR Contract Representative/Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's health and safety committee as an observer.
- 10.6 Subcontractors appointed by the Principal Contractor shall have their own internal monthly SHE Committee meeting.

11. SHE Audits and Contractor Monthly Reports

- 11.1 The TFR Contract Representative/Technical Officer or his deputy shall ensure that the Principal Contractor's SHE Plan is audited at intervals mutually agreed to between them, but at least once every month to ensure that the SHE Plan is implemented and maintained on site.
- 11.2 TFR Safety Officers / Specialists shall at all reasonable times be allowed access to the work sites, the Principal Contractor site offices and tool-sheds to inspect the Principal Contractor's and its subcontractor's tools, equipment, registers and workplace.
- 11.3 Should any non-compliances or contraventions to the TFR safety requirements, legal requirements, this specification or the principal contractor's SHE Plan be identified, such non-compliances or contraventions shall be rectified by the contractor at its cost immediately or within a period specified by the TFR Contract Representative/Technical Officer, his deputy, or TFR Safety Officers / Specialists.
- 11.4 Should the Principal Contractor refuse or fail to rectify such non-compliances or contraventions, TFR may take remedial action at the Principal Contractor's cost as it may deem necessary to ensure safety at the TFR sites at all times.
- 11.5 TFR reserves the right to conduct safety audits without prior warning.
- 11.6 The Principal Contractor on all contracts of more than 1 month shall provide a monthly safety performance report as required by TFR.
- 11.7 The Monthly safety performance report shall be compiled in terms of Annexure 2 or in any format that the Principal Contractor has as long as it includes all items listed in Annexure 2.

12. Training, Competence and Awareness

12.1 Induction Training

- 12.1.1 The Principal Contractor shall ensure that all his employees and subcontractors employees undergo a TFR SHE Induction with regard to the general hazards prevalent on the site, rules and regulations, and other related aspects before commencing work. It is the responsibility of the contractor to inform TFR whenever new employees are appointed after the initial induction was conducted.
- 12.1.2 In addition to the TFR SHE induction, it is the responsibility of the Principal Contractor to develop and implement a site specific SHE Induction programme, a job specific induction programme and a general employee SHE awareness programme, to develop awareness amongst employees on the generic SHE issues associated with the scope of work and the specific environmental issues in question.

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- 12.1.3 The Principal Contractor shall ensure that all visitors and suppliers to the site undergo and comply with Principal Contractors' site-specific safety induction requirement prior to being allowed access to site. All visitors and suppliers shall sign the attendance register.
- 12.1.4 All visitors and suppliers shall wear the necessary personal protective equipment whilst on site and shall remain in the care of the host who understand the scope of work and associated risks.
- 12.1.5 The Principal Contractor shall maintain comprehensive attendance records of SHE induction training on the SHE file.

12.2 Competency / Training

- 12.2.1 The Principal Contractor must ensure that all his employees are adequately trained to perform the tasks allocated to them and that there is the requisite amount of supervision at all times to maintain safe work practices and standards.
- 12.2.2 The Principal Contractor shall identify training requirements of employees whose work may have a significant impact on their health and safety or that might create a significant impact upon the environment and ensure that these employees will receive appropriate training. A Training matrix shall be used as a mechanism to manage and control the training of employees.
- 12.2.3 The Principal Contractor shall identify all training needs and incorporate the site specific training into the SHE plan.
- 12.2.4 Each Contractor shall be required to ensure that before an employee commences work on the project that the supervisor in control with responsibility for the employee has informed the employee of his scope of authority and any hazards associated with the work performed. This will include man-job specifications, the discussion of any standard task procedures or hazardous operational procedures to be performed by the employee
- 12.2.5 The Contractor is to ensure that the supervisor has satisfied himself that the employee is conversant with all hazards associated with any work to be performed by conducting task observations.
- 12.2.6 The Contractor must ensure that certificate/s of competence where applicable is/are provided in the SHE File.

12.3 Awareness Training

- 12.3.1 Awareness training required shall be identified for all employees on the project using the SHE Policy, the SHE Plan, the SHE programmes and procedures
- 12.3.2 The Principal Contractor shall have a daily safety talk. This talk shall include subcontractor employees.
- 12.3.3 The talk must be brief and concise. Subject topics should be applicable to the job at hand, incidents, accidents and up-and-coming work will be discussed along with suggestions and comments. These meetings can be used as a training meeting with the central idea of educating employees

13. Health and Safety Plan (SHE Plan)

- 13.1 Potential Contractor submitting tenders shall submit with their tender, a Health and Safety Plan setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the OHS Act and Regulations, this SHE specification and particularly in respect of: -

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- (a) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the OHS Act;
 - (a) the execution of the contract work in such a manner as to ensure in terms of section 9 of the OHS Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
 - (b) ensuring, as far as is reasonably practical, in terms of section 37 of the OHS Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 13.2 The Contractor's Health and Safety Plan shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 13.3 The SHE Plan shall include full particulars in respect of: -
- (a) Safety Management Structure arrangements i.e. Appointments to be done and how;
 - (b) SHE Organisation arrangements i.e. SHE Committees, SHE Audits, Findings and Corrective Actions
 - (c) Risk Management i.e. Risk Assessment frequencies, methodology
 - (d) Education and Training i.e. safety induction, site / job specific training arrangements
 - (e) Emergency Planning
 - (f) Health and Safety Communication i.e. Toolbox talks, incident recall
 - (g) Safe working methods and procedures to be implemented i.e. safe work procedures, task observation
 - (h) Fall Protection Plan i.e. documented plan, training/competency, medical surveillance, rescue plan
 - (i) Personal protective Equipment and Clothing
 - (j) Project Security i.e. site access control and security
 - (k) SHE Costs
 - (l) Occupational Health i.e. Medical Surveillance, First Aid, Welfare Facilities, Substance Abuse testing, Noise, Vibration, Manual Handling etc
 - (m) Environmental management
 - (n) Incident Management i.e. reporting and investigation
 - (o) Operational Control
 - (p) Review plan of the SHE Plan

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- 13.5 The Principal Contractor shall submit a final SHE Plan after awarding of the contract which shall be subject to the TFR Contract Representative/Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the TFR Contract Representative/Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the OHS Act and Regulations.
- 13.6 The Principal Contractor shall approve the SHE Plan of the subcontractor and further take reasonable steps to ensure that each subcontractor's SHE Plan is implemented and maintained on the site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between them, but at least once every month.
- 13.7 The Principal Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Principal Contractor's, and/or subcontractor's SHE Plan for the site or which poses a threat to the health and safety of persons.
- 13.8 The Contractor shall ensure that a copy of the SHE Plan is available on site for inspection by an inspector, TFR Contract Representative/Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

14. Hazards Identification and Potential Hazardous Situations

- 14.1 The Principal Contractor shall ensure a risk assessment is carried out by a competent person, appointed in writing, before commencement of any work and reviewed during the duration of the contract period. The Risk Assessments shall form part of the Health and Safety Plan to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards (including ergonomic risks) that persons may be exposed to;
 - (b) The analysis and evaluation of the hazards identified;
 - (c) A documented plan, including safe work procedures to mitigate, reduce or control the; risks identified; and
 - (d) A monitoring and review plan.
- 14.2 Risk assessments shall be conducted by a competent person and such person shall use a documented method to analyse and evaluate identified risk and hazards.
- 14.3 The Principal Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment
- 14.4 The risk assessment shall be reviewed when there are changes that affect the design of the structure that may affect the health, safety and environment on site or after an incident.
- 14.5 The principal Contractor shall ensure that all employees are to be informed, instructed and trained regarding any risks, hazard and related SHE procedures by a competent person as outlined in the risk assessment prior to commencement of work and thereafter at predetermined intervals as outlined in the monitoring plan.
- 14.6 The Principal Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such intervals as may be determined in the risk assessment.

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- 14.7 The risk assessment shall be available on site for review. Where a risk assessment is not readily available or not communicated to contractor employees, the construction activities shall be stopped until such time the contractor complies.
- 14.8 The Principal Contractor and the TFR Contract Representative/Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the contract or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.
- 14.9 The Principal Contractor shall be required to analyse his scope of work and define these critical activities. For each activity, a risk assessment shall be required which defines systems and safe work procedures that will be used in order to complete the activity safely.
- 14.10 Copies of all safe work procedures and proof that employees have been trained on those safe work procedures shall be kept on the SHE file.
- 14.11 Preliminary risk and hazard identification shall be conducted by the Principal Contractor prior to work commencement on site. Should the Client's Agent, Project Manager, TFR Contract Representative/Technical Officer or his duly nominated alternative identify hazardous activities performed by the Contractor on the site for which the Contractor has not submitted a risk assessment, the Contractor shall be required to do so before continuing with work.

15. Safety, Health and Environmental (SHE) File

- 15.1 The Principal Contractor shall prepare a SHE file and submit to TFR Contract Representative for approval prior to commencement of work on site. The file shall include all documentation required as per the OHS Act and applicable regulations. ,
- 15.2 The approval time of the file is at least 5 working days
- 15.3 The Principal Contractor shall ensure that a copy of the both his SHE File as well as any subcontractor's SHE File is kept on site and made available to an inspector of the Department of Labour, the TFR Contract Representative/Technical Officer, or subcontractor upon request.
- 15.4 The Principal Contractor shall hand over a consolidated SHE file to the TFR Contract Representative/Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the OHS Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

16. Occupational Health

16.1 Medical Surveillance Programme

- 16.1.1 The Principal Contractor shall ensure that all his and subcontractor employees have a valid medical certificate of fitness issued by an Occupational Health Practitioner.
- 16.1.2 Medical certificate of fitness must be available and be kept in the SHE file.

16.2 Substance Abuse

- 16.2.1 All Contractors must comply with the Transnet Substance Abuse Policy and Regulation 2A of the General Safety Regulations of the OHS Act.
- 16.2.2 No Contractor may possess, sell, offer to other person, use, store, manufacture, transport, distribute, or transfer drugs or alcohol during work hours, on or off TFR premises.
- 16.2.3 TFR will not tolerate substance abuse or use which put at risk the health and safety of its employees or threatens its services to our stakeholders. It is on this basis that a contractor employee will be considered unfit for work if:
- (a) He/she is subjected to alcohol screening and/or alcohol testing and is found to have alcohol in his/her breathe and/or blood;
 - (b) Refuses to undergo substance screening and/or testing;
 - (c) He /she produces a positive confirmatory test for any other substances, measured by sample analysis at a registered pathological laboratory and authorised by a medical practitioner; and/or
 - (d) Through observation by security personnel or TFR Contract Representative, it is evident that the contractor's physical, emotional, mental or behavioural state reflects that they are intoxicated or under the influence.
- 16.2.4 Any transgression of this policy will constitute a breach of the relevant contract and may result in the termination of services/contract.
- 16.2.5 Any contractor employee using medication that has a narcotic effect must declare before work to his / her supervisor.

16.3 Occupational Hygiene

- 16.3.1 The Principal Contractor shall conduct Health Risk Assessments of all the Occupational Hygiene / Environmental stressors (e.g. noise, dust, illumination, HCS, heat & cold stressors, ergonomics, etc.) present in the area where they operate to determine if there is any possible worker exposure. Records of all these assessment should be documented and kept up to date
- 16.3.2 The Principal Contractor shall monitor the extent to which their employees are exposed to the occupational hygiene stressors. These assessments shall be conducted by an Approved Inspection Authority as listed on the Department of Labour database. The findings from these assessments should be kept on the SHE file, communicated to all affected parties and be reported to relevant authorities.

16.4 Welfare Facilities

- 16.4.1 The Principal Contractor must ensure that all workplace facilities meet health, safety and welfare needs of all employees, including disabled persons where applicable.
- 16.4.2 Should a Contractor use TFR ablution facility, it is a responsibility of a contractor to make Sure the facility is maintained and cleaned at all times.

16.5 First Aid requirements

- 16.5.1 All Contractors shall ensure that their employees receive prompt first aid treatment in case of injury or emergency. The Contractor must have the necessary equipment and/or facility on site for treatment of injured persons.
- 16.5.2 Contractor shall ensure that the first aid box / boxes are available and accessible. More first aid boxes shall be provided if the risks, distance between work teams, or the working environment requires it
- 16.5.3 Taking into account the type of injuries that are likely to occur on site, the nature of activities performed and the number of employees on site, the Contractor shall ensure that the first aid box contain suitable first aid equipment which includes at least the minimum contents as listed on Annexure 1 of General Safety Regulation (GSR).
- 16.5.4 The Contractor must ensure that trained / certificated first-aid personnel are appointed and be available on site at all times. The ratio of first aiders to employees shall be 1:50.

16.6 Asbestos Control

- 16.6.1 The Contractor shall inform the TFR Project Manager or TFR Contract Representative if during construction work asbestos or suspected asbestos containing material is found. Only Asbestos Approved Contractor can work on asbestos containing material.

16.7 Noise

- 16.7.1 The Principal Contractor shall ensure that the requirements of the Noise Induced Hearing Loss Regulations are complied with.
- 16.7.2 Principal Contractor shall ensure that machinery and equipment are operated at noise levels not exceeding an equivalent level of 85-dB (A) during normal working conditions.
- 16.7.3 Where the noise levels at the Operator position or to employees working in the vicinity exceed an equivalent level of 85-dB (A) during normal working conditions, the Principal Contractor shall take appropriate measures to reduce such levels to an equivalent level of 85-dB (A). The use of Personal Protective Equipment (PPE) should be the last resort.
- 16.7.4 All employees exposed to noise must be trained on the effects of exposure, precautionary measures to be taken to prevent exposure and the correct use of PPE.
- 16.7.5 Noise zones must be demarcated as such.

16.8 Vibration

- 16.8.1 Principal Contractors must put measures to reduce the risks associated with hand–arm vibrations, avoid, whenever possible, the need for vibration equipment.
- 16.8.2 Principal Contractor shall develop a good maintenance regime for tools and machinery. This may involve ensuring that tools are regularly sharpened, worn components are replaced or engines are regularly tuned and adjusted.

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16.8.3 The Principal Contractor must introduce a work pattern that reduces the time exposure to vibrations.

16.8.4 The Principal Contractor shall issue employees with gloves and warm clothing. There is a debate as to whether anti-vibration gloves are really effective but it is agreed that warm clothing helps with blood circulation which reduces the risk of vibration white finger. Care must be taken so that the tool does not cool the hand of the operator.

16.9 Manual Handling

16.9.1 Principal Contractor must reduce risk of injury due to manual handling by using mechanical assistance involving the use of mechanical aids to assist the manual handling operation. Mechanical aids such as hand-powered hydraulic hoists, specially adapted trolleys, hoist for lifting patients and roller conveyors can be used.

16.9.2 Principal Contractor shall ensure all employees involved in manual handling are trained in good lifting techniques.

16.10 Dust

16.10.1 The Principal Contractor shall monitor dust caused by their activities, mobile equipment, generators and other equipment during construction. Factors such as wind can often affect the intensity to which the impact is experienced.

16.10.2 Dust suppression measures must be in place to reduce the dust caused by the activities on site.

16.10.3 Appropriate PPE should be provided to exposed employees.

16.11 Weather precautions

16.11.1 In the event of adverse weather (high winds, flooding, storm surge, lightning etc) or other conditions, the Contractor must institute precautionary measures to protect employees on site.

16.11.2 The Contractor shall take steps to prevent heat stroke, dehydration and exhaustion of employees as a result of exposure to excessive heat on site. Such steps may include employees taking regular breaks, consuming enough water, provision of sun brims for their hard hats and sun screen to protect them against sun burn.

16.11.3 The Contractor shall take steps to prevent hypothermia or dangerous overcooling of the body as a result of exposure to cold temperatures.

17 Incidents/Occurrences

17.1 All incidents referred to in Regulation 9 of General Administration Regulations of the OHS Act involving the contractor and his subcontractor on TFR premises, shall be reported to the TFR Contract Representative and Department of Labour as prescribed by the OHS Act.

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- 17.2 TFR must be forwarded with a copy of a report of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on TFR premises.
- 17.3 TFR Contract Representative must be informed of the above incidents/occurrences before the end of shift when the incident/occurrence occurred.
- 17.4 The Contractor shall make available its employees to attend as witnesses when required so by TFR during an investigation into any incident where TFR believes the said contractor employees were witnesses or may assist in the investigation.
- 17.5 The contractor shall make available to TFR any documents required to assist in their investigation.

18. SHE Cost

- 18.1 The Principal Contractor shall ensure that it has made adequate provision for the cost of health and safety measures in the tender offer.
- 18.1 The Principal Contractor shall ensure that it's subcontractors have made adequate provision for the cost of health and safety measures in the tender offer.

19. Personal Protective Equipment (PPE)

- 19.1 The contractor shall ensure that all employees are provided with appropriate prescribed Personal Protective Equipment (PPE) free of charge (according to General Safety Regulations (2), suitable for the type of activities that the employees will perform.
- 19.2 Such PPE shall be approved by credible institution such as SABS, EN, or AN.
- 19.3 The contractor shall manage the issuing of PPE and ensure that PPE is used at all times. Employees shall be trained in the proper use of PPE.

20. Emergency Evacuation Plan and Procedure

- 20.1 The Service provider must establish and implement an emergency evacuation plan to ensure that in the event of fire, explosion structural collapse etc. all staff is able to evacuate the area to a demarcated areas for the purpose and it must be used in collaboration with TFR emergency procedure .
- 20.2 The Service provider and its employees shall collaborate and adhere to TFR evacuation drills and requirements.

21. Access Control and Security

- 21.1 The Principal Contractor shall, before commencing any work, obtain from the TFR Contract Representative/Technical Officer a Site Access Certificate as in Annexure 1 executed and signed by him, permitting and limiting access to the designated site or place of work by the Principal Contractor and any subcontractors under his control.

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- 21.2 No Site Access Certificate will be granted to the Contractor who fails to comply with TFR minimum SHE requirements, with the SHE File not approved and without the SHE induction been concluded.
- 21.3 The contractor must assess the security risks and implement appropriate measures. All contractors are to strictly adhere to all security requirements on the premises.
- 21.4 The Principal Contractor in collaboration with the TFR representative will ensure that proper access control is in place and functional at all times onto and out of the site. A form of access control will be issued to contractor employees who have been inducted and submitted copies of ID documents or work permits (where required).
- 21.5 Access Permits should be carried by a contract employee at all time when on site. Access Permits shall be produced at the point of entry / gate.
- 21.6 Contractors shall ascertain from TFR Contract Representative/Technical Officer the correct route along with their employees may proceed when coming on or going off shift and direct their employees accordingly.

22. Management of Subcontractors

- 22.1 The Principal Contractor is directly responsible for the actions of his contractors/sub-contractors.
- 22.2 The Principal Contractor will also be responsible for initiating any remedial action (recovery plan) that may be necessary to ensure that the contractor complies with all requirements.
- 22.3 The Principal Contractor shall provide any contractor who is making a bid or appointed to perform construction work, with the relevant sections of the documented SHE specification, who would in turn provide a SHE plan for approval.
- 22.4 The Principal Contractor shall carry out inspection/audits on the contractor/subcontractor to ensure that their SHE plan is being implemented and maintained and submit audit report to TFR Representative.
- 22.5 The Principal Contractor shall stop any contractor/subcontractor from executing construction work which poses a threat to the safety and health of persons or the environment.
- 22.6 The Contractor shall ensure that the sub-contractors appointed have the necessary competencies and resources to perform the work safely.
- 22.7 The Principal contractor will be required to submit 37(2) mandatory agreement between the Principal Contractor and subcontractor to the TFR Contract Representative

23. Environmental Management

- 23.1 Before commencement with any of the services to be rendered to TFR, the Service provider shall make available all personnel who will be working on the specified contract to be given environmental induction training. All Contractor employees arriving on the site shall attend such induction.
- 23.2 The Service provider shall adhere to all instructions issued by TFR contract representative in promotion of environmental management and legal compliance.
- 23.3 The Service provider shall ensure that his or her employees are aware of the procedures to be followed when dealing with spills and leaks, which shall include notifying the relevant authorities and TFR as required in terms of National Environmental Management Act (NEMA), 1998 and National Water Act

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(NWA), 1998. The Service provider shall ensure that all necessary material and equipment required for use during clean – up/rehabilitation of spills and leaks are available on site at all times. Treatment, remediation and/or rehabilitation of contaminated areas shall be undertaken to the reasonable satisfaction of the TFR Environmental Control Officer or relevant Environmental Specialist.

- 23.4 The Service provider must notify the TFR Contract representative immediately of any pollution incident. An incident record system shall be maintained on site for inspection by TFR and relevant authorities.
- 23.5 All vehicles and equipment's shall be kept in good working condition. All leaking equipment's shall be repaired immediately or removed from site. All vehicles and equipment shall be maintained and not emit excessive noise.
- 23.6 Transportation, handling and storage of all substances classified as hazardous must comply with the provisions of the Hazardous Substances Act, 15 of 1973, relevant Regulations and SANS Codes.

24. Operational Safety

24.1 National Railway Safety Regulator Act / Railway Safety

- 24.1.1 The Principal Contractor shall ensure that its equipment, machinery and employees when on TFR premises complies fully with all applicable railway safety requirements and/or regulations of the National Safety Regulator Act 16 of 2002 and the relevant SANS Codes of Practice
- 24.1.2 The Principal Contractor when engaging subcontractor must review the capability of the proposed contractor to comply with specified railway safety requirements and/or regulations
- 24.1.3 The Principal Contractor and/or his subcontractors must grant TFR access, during the term of the contract, to review any railway safety related activities, including the coordination of such activities across all parts of the organisation.

24.2 Special Permits

- 24.2.1 Where special work permits are required before work may be carried out such as for e.g. hot work (welding, cutting etc.), isolation, and occupations, the Contractor shall apply to the TFR Contract Representative/Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such work permits.

24.3 Vehicle Safety

With respect to vehicles, vehicles and mobile plants the Contractor must ensure that:

- 24.3.1 They are of an acceptable design and are maintained in a good working order and are used in accordance with their design and the intention for which they were designed
- 24.3.2 Are operated by a person who has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate such vehicle and mobile plant;
- 24.3.3 Are operated by a person who has a medical certificate of fitness to operate those vehicle and mobile plant, issued by an occupational health practitioner;

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- 24.3.4 Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried. No employees will be allowed to be transported at the back of LDV's / bakkies unless it is provided with a seat and safety belt and further that the risk assessment has indicated it to be a low risk.
- 24.3.5 Vehicles are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- 24.3.6 Vehicle must be equipped with an acoustic warning device which can be activated by the operator and an automatic acoustic reversing alarm
- 24.3.7 Vehicle must be inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the vehicle or mobile plant.
- 24.3.8 No person rides or is required or permitted to ride on a vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose.
- 24.3.9 All Vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured.
- 24.3.10 whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation
- 24.3.11 Tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees.
- 24.3.12 Where applicable, also in collaboration with the TFR representative and other appropriate personnel develop a traffic management plan for the site to ensure the safe movement of all construction related mobile plant where applicable
- 24.3.13 This plan is to be reviewed at the allocated SHE meeting to ensure its applicability where applicable. Where applicable the Principal Contractor shall appoint traffic officials to manage the manoeuvre of mobile plant and vehicles on the construction site.
- 24.3.14 Those working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

24.4 Housekeeping and general safeguarding on construction sites

- 24.4.1 Principal Contractor must ensure that suitable housekeeping is continuously implemented on each construction site
- 24.4.2 The Principal Contractor must ensure proper storage of materials and equipment and the removal of scrap, waste and debris at appropriate intervals.
- 24.4.3 The Principal Contractor must ensure that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways
- 24.4.4 The Principal Contractor must ensure that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals.

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24.5 Hazardous Chemical Substances (HCS)

- 24.5.1 The Principal Contractor must ensure that all employees exposed to hazardous chemicals are trained on the potential source of exposure, potential risk to health caused by exposure and measures to be taken by the contractor and employees against any risk of exposure
- 24.5.2 HCS risk assessment to be conducted and where it indicates that any employee may be exposed, the contractor shall ensure that monitoring is carried out in terms of regulation 6 and 7 of the Hazardous Chemical Substances Regulations.
- 24.5.3 Employees exposed to hazardous substances shall be under medical surveillance
- 24.5.4 Where herbicides are used, the contractor shall comply with all relevant legislative requirements pertaining to the use of herbicides and that work is undertaken under the supervision of a person with a valid certificate in Pest Control.

24.6 Stacking and Storage

- 24.6.1 The Principal Contractor shall ensure that a competent person is appointed in writing with the duty of supervising all stacking and storage.
- 24.6.2 Adequate storage areas are provided, demarcated as storage areas and are kept neat and under control.

24.7 Fire Precautions

- 24.7.1 The Principal Contractor must ensure that all appropriate measures are taken to avoid the risk of fire
- 24.7.2 Sufficient and suitable storage is provided for flammable liquids, solids and gases
- 24.7.3 Smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials
- 24.7.4 In confined spaces and other places in which flammable gases, vapours or dust can cause danger only suitably protected electrical installations and equipment, including portable lights, are used, there are no flames or similar means of ignition and adequate ventilation is provided.
- 24.7.5 Combustible materials do not accumulate, oily rags, waste and other substances liable to ignite are without delay removed to a safe place
- 24.7.6 Welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire.
- 24.7.7 Suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned and that such equipment is maintained in a good working order.
- 24.7.8 The fire equipment is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof
- 24.7.9 Sufficient number of employees are trained in the use of fire extinguishing equipment

24.7.10 There is an effective evacuation plan providing for all persons to be evacuated speedily without panic, accounted for and a siren is installed and sounded in the event of a fire.

24.7.11 Where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire and the means of escape is kept clear at all times.

24.8 Fall Protection Plan

24.8.1 In the event of the risk and hazard identification, as required in terms of clause 14 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;

24.8.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of the contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.

24.8.3 The fall protection plan shall include:-

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

24.9 SHE Signage (Symbolic Safety Signs) on plant and in buildings

24.9.1 The Principal Contractor's employees shall comply with all SHE signage posted at various locations of TFR sites.

24.9.2 The Principal Contractor shall after occupation of the construction site ensure that appropriate SHE signs (Symbolic Safety Signs) are displayed on site

24.10 General Machinery, Tools and Equipment

24.10.1 The Principal Contractor shall ensure that all machinery, tools and equipment are identified, numbered or tagged, listed on an inventory list,

24.10.2 The Principal Contractor shall ensure that all machinery, tools and equipment are safe to be used and is maintained in a good condition.

24.10.3 The Principal Contractor shall ensure that all machines driven by means of belts, gear wheels, chains and couplings shall be adequately guarded in such a manner that persons cannot gain inadvertent access to the moving parts.

24.10.4 All machinery, tools and equipment to be regularly inspected at least monthly or as required by legislation and risk assessments. Records of such inspections shall be kept on the safety file.

24.10.5 Where applicable machinery, tools and equipment must have the necessary approved test or calibration documentation.

24.10.6 The Principal Contractor shall ensure that all machinery, tools and equipment are operated by persons who have been trained to operate such machinery, tools or equipment.

24.11 Portable Electrical Tools and Explosive Power Tools

24.11.1 The Principal Contractor shall ensure that use and storage of all explosive power tools and portable electrical tools comply with all applicable legislation.

24.11.2 The Principal Contractor shall ensure that only trained employees are authorised to use portable electrical tools and explosive power tools

24.11.3 The Principal Contractor shall ensure that all portable electrical tools and explosive power tools are kept in a safe working condition.

24.11.4 All portable electrical tools and explosive power tools are inspected monthly by a competent person and daily before use by the operator of such tool. Records of such inspections must be kept in the safety file.

24.11.5 Safety signs and barriers must be erected before explosive power tools are used.

24.11.6 Cartridges and explosive power tools to be stored separately

24.11.7 Register for the issue and return of cartridges be kept in the safety file

24.11.8 Users / Operators of electrical power tools and explosive power tools should be issued with suitable protective equipment

24.12 Lifting Machine, Lifting Tackle and Suspended Loads

24.12.1 The Principal Contractor shall ensure that lifting machine and tackle comply with Driven Machinery Regulation 18 and all other applicable legislative requirements and standards.

24.12.2 The Principal Contractor shall ensure that lifting machine operators shall be competent to operate a lifting machine. They must be in possession of a valid permit. The training should have been done according to the Code of Practice by a provider registered by the Department of Labour.

24.12.3 A lock out system should be implemented to ensure that only an operator that is competent can draw lifting machines and fork lifts.

24.12.4 The Principal Contractor shall ensure that before using any lifting machines or tackle the operator inspect it. Records of such inspections and examinations shall be kept on the safety file.

24.12.5 All lifting machines shall be examined and subjected to a performance test by an accredited person/company at intervals not exceeding 12 months.

24.12.6 All lifting tackle should be recorded on a register and should be examined by an accredited person/company at intervals not exceeding 3 months.

24.12.7 All hooks shall be fitted with a safety latch/catch.

24.12.8 All lifting tackle should be conspicuously and clearly marked with identification particulars and the maximum mass load which it is designed for.

- 24.12.9 No person shall be moved or supported by means of a lifting machine unless such a machine is fitted with a cradle approved by an inspector.
- 24.12.10 Rigging of loads to be done in accordance with acceptable safe work practices
- 24.12.11 Contractors and their employees shall keep out from under suspended loads, including excavators, and between a load and a solid object where they might be crushed if the load should swing or fall. They
- 24.12.12 Principal Contractors and their employees shall ensure that crane loads are not carried over the heads of any workmen.
- 24.12.13 The Principal Contractor shall ensure proper supervision in terms of guiding the load including the use of guide ropes to prevent loads from swinging and a trained person to direct lifting operations and checking the lifting tackle and attachments daily.

24.13 Hand Tools and Pneumatic Tools

- 24.13.1 All hand tools (hammers, chisels, spanners, etc) must be recorded on a register and inspected by a competent person on a monthly basis as well as by users prior to use.
- 24.13.2 All pneumatic tools should be numbered, recorded and inspected at least monthly as well as by users prior to use. And the revolutions per minutes measured in accordance with the manufacturer specifications
- 24.13.3 Tools with sharp points in tool boxes must be protected with a cover.
- 24.13.4 All files and similar tools must be fitted with handles.
- 24.13.5 The Contractor must have a policy on private and make shift tools on site.
- 24.13.6 No pneumatic tool shall be operated by using a compressed gas cylinder. Pneumatic equipment shall only draw supply from mobile air compressors or from compressed air lines installed within the premises.

24.14 Excavations, Floor Openings and Trenches

The Contractor must ensure that

- 24.14.1 All excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose.
- 24.14.2 Evaluation of the stability of the ground, as far as is reasonably practicable, before excavation work begins.
- 24.14.3 Sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation.
- 24.14.4 No person is permitted to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or such an excavation is in stable material: Provided that permission has been given in writing by the appointed competent person upon evaluation by him or her of the site conditions.

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- 24.14.5 Where any uncertainty pertaining to the stability of the soil still exists the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be.
- 24.14.5 The shoring or bracing used is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question.
- 24.14.6 No load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- 24.14.7 Where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons.
- 24.14.8 Convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working.
- 24.14.9 The location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved.
- 24.14.10 Every excavation, including all bracing and shoring, is inspected by the competent person, daily, prior to the commencement of each shift; after every blasting operation; after an unexpected fall of ground; after damage to supports; and after rain in order to ensure the safety of the excavation and of persons.
- 24.14.11 The results of such inspections must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other contractor or any employee.
- 24.14.12 Every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor.
- 24.14.13 All precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation.
- 24.14.14 Where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosives legislation.
- 24.14.15 Warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

24.15 Electrical Equipment

The Contractor must ensure that:

- 24.15.1 Implementation and compliance with Electrical Installation Regulations, Electrical Machinery Regulations and regulation 24 of the Construction Regulations and OH&S Act.

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- 24.15.2 All electrical installations, machinery and electrical work is performed in compliance with TFR Electrical Safety Instructions.
- 24.15.3 Connections are not made to any power supply without the prior written approval of the TFR Contract Representative.
- 24.15.4 All electrical machines and appliances provided by the Contractor for his own use on the Site are in a serviceable condition
- 24.15.5 Power tools used on the Site are protected by residual current devices approved by TFR Contract Representative and are double insulated.
- 24.15.6 All extension cords, portable tools and electrical plant supplied at a voltage above 32 volts are inspected, tested and tagged by a Licensed Electrician at regular monthly intervals. Details of inspections and tests are kept in Log Books available for inspection by the TFR Contract Representative or any other authorised Officer of TFR.
- 24.15.7 All electrical installations are inspected by the TFR Contract Representative (or his nominee) to ensure that the installation complies with the Statutory Regulations applicable to the site and TFR Electrical Safety Instructions. Any installations deemed unsatisfactory by the TFR Contract Representative should be removed by the Contractor at his expense.
- 24.15.8 Portable lights have adequate stability and are fitted with a mechanical guard to protect the lamp. Temporary festoon lighting is of the 'double insulated' type and is supported at least 2.5m above the floor, if possible. Hand lamps are of the 'all insulated' type.
- 24.15.9 All temporary light fittings are supplied from more than one final sub-circuit, with the supply from a residual current device, extra low voltage source or an isolating transformer.
- 24.15.10 The Contractor must obtain approval from the TFR Contract Representative before any of his employees or Sub-contractors commence work within three (3) metres of conductor rails or high tension wires, or where there is a possibility of equipment coming close to and/or touching a power source, and must provide suitable protective insulating barriers. For the erection of scaffolding, the distance is five (5) metres.
- 24.15.11 Only authorised persons may enter Electrical Contactor Houses, Motor Rooms, Switch Rooms, Control Rooms or Cable Ducts. Should the Contractor require entering such places to carry out work, he must first obtain permission from the TFR Contract Representative and obtain a valid Permit to Work.
- 24.15.12 The Contractor's employees required to enter such electrical spaces "authorised persons", with the names entered in the TFR Authorised Persons Register, after receiving approval from the TFR Electrical Officer, or they are accompanied by an authorised person who must supervise the placement of Danger Tags and Out-of-Service Tags, as well as Electrical Isolation Permit.
- 24.15.13 Electrical equipment supply cabling distribution boards, fixed lighting and portable appliances, extension leads, welding machines, compressors, pumps and hand portable tools are inspected on a monthly basis and also by the user daily before use
- 24.15.14 Such monthly inspection(s) are to be performed by an appropriately qualified Electrician.
- 24.15.15 Contractors working on, over, under, or adjacent to railway lines and near high voltage equipment shall comply with the TFR E7/1 Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment.

Respondent's Signature

Date & Company Stamp

24.16 Fire Safety

- 24.16.1 The Contractor comply to the fire precautions as stipulated in the Environmental Regulations for Workplaces, 1987. On construction sites the Contractor in addition to these regulations shall comply with regulation 29 of the Construction Regulations, 2014.
- 24.16.3 The Contractor shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required.
- 24.16.2 The Contractor must ensure that his personnel are trained in the use of fire extinguishers and familiarise themselves with locations of fire equipment in the vicinity of their work site.
- 24.16.3 Work areas are clear, at all times, of any material, which could fuel a fire. A thorough inspection is made of the area at the end of any working period to ensure that no material is left at the work site or any situation left in such a manner that a fire or accident could result (all machines to be turned off at main switches, and cylinders to be closed and hoses deflated).
- 24.16.4 Electric welding, oxy-welding or cutting, or any other fire hazardous equipment is not to be used inside or adjacent to electrical switch room, control room, cable duct, any electrical equipment or cables without the permission of the TFR Contract Representative.
- 24.16.5 The Contractor must ensure that firefighting equipment are not to be used for any purpose other than their intended use.

24.17 Scaffolding

- 24.17.1 The Principal Contractor must ensure that all scaffolding operations are carried out under the supervision of a competent person and that all erectors, team leaders and inspectors are competent to carry out their work.
- 24.17.2 The Principal Contractor must ensure that scaffolding when used and erected, complies with the safety standards as per SANS 10085-1:2004 Please note that Scaffold also need to comply with CR 12 Temporary Works.
- 24.17.3 All scaffolding equipment to be inspected and proclaimed safe to use or rectified as to be safe to use after any inclement weather. Signage must be posted to indicate the status of the scaffolding.

24.18 Ladders

- 24.18.1 The Principal Contractor must choose the right ladder for the right task
- 24.18.2 The Principal Contractor must inspect the area around the "legs" of the ladder
- 24.18.3 The Principal Contractor must ensure that the step ladder is inspected by competent person before ascending
- 24.18.4 The Principal Contractor must ensure that a stepladder is completely open and that all four "legs" are in contact with the ground
- 24.18.5 The Principal Contractor must ensure that extended ladders are extended at the right Angle

24.18.6 The Principal Contractor must ensure while ascending the ladder there is an assistant that holds the ladder till the task is completed.

24.18.7 The Principal Contractor must ensure that where practical/ possible use safety belt

24.18.8 The Principal Contractor must ensure that the safety instructions are followed when working on "open" or "live" wires

24.18.9 The Principal Contractor must ensure that after the completion of task the ladder is removed and the area cleaned up.

25. Confidentiality

25.1 The Contractor must, at all times, consider all data or information given to him or that is required in connection with the work of the Company, as confidential and not makes unauthorized use of it.

25.2 He/she must ensure that such data or information is not given to any non-employee of the contractor without written consent of the TFR Project Manager.

25.3 The Contractor shall be aware of the confidentiality of the mentioned information and is compelled to treat it accordingly.

25.4 the contractor must provide adequate physical protection for any confidential documents, etc., which were obtained from Transnet in connection with the contract work as well as any copies made thereof. If any documents or sketches are lost TE must be notified immediately.

ANNEXURE 1

SITE ACCESS CERTIFICATE

NB: Ensure that Site Access Certificate is issued to the contractor only:

- 1. After the approval of the SHEQ File**
- 2. Receipt of construction work permit from Department of Labour for all construction work projects exceeding R130m or CIDB of 9**

Access to : _____ (Area)

Name of Contractor/Builder :- _____

Contract/Order No.: _____

The contract works site/area described above are made available to you for the carrying out of associated works:

In terms of your contract/order with
(company) _____

Period of validity of Site Access Certificate: From _____ to _____

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

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, TFR E4E SHEQ Specification, your SHEQ Plan and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

Signed : _____ **Date:** _____

Depot Manager or delegated person

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ACKNOWLEDGEMENT OF RECEIPT

I, _____

Name of Contractor/Builder :-

do hereby acknowledge and accept the duties

and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and Safety Act; Act 85 of 1993.

Name : _____

Designation: _____

Signature : _____

Date : _____

Respondent's Signature

Date & Company Stamp

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ANNEXURE 2

CONTRACTOR MONTHLY SHE REPORT

For Month/Year		Name of Contractor		
Name of Project				
Project Number	Date of Commencement	Date of Completion		
Number of employees	Man-hours worked this Month	Cumulative (Project duration man-hours)	Man-hours Since last Lost Time Incident (LTI)	DIFR

1. Details of SHE Incidents

Incident	This Month	Cumulative(Project duration)	Short description of major/ significant incidents and preventative action taken
Number of fatalities			
Number of disabling incidents			
Number of Medical Treatment Cases			
Number of first aid Cases			
Number of near miss incidents			
Motor vehicle incidents			
Number of environmental incidents			
Positive substance abuse incidents			
Substandard Act/ Conditions observed			
Legal violations observed			

 Respondent's Signature

 Date & Company Stamp

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2. Details of SHE Meetings

Date	No of participants	Major SHE Concerns	Action taken

3. Details of Audits/Inspections

Date	Area / Facility	Findings/Recommendations	Action taken

5. Details of any SHE Promotional activities for the month

Date	Activity	Remarks

6. Safety Communication

Month	Number of Safety talks held	Remarks

Attach separate sheets for further or other details

.....

.....

.....

Name of Contractor Representative

Signature

Date

 Respondent's Signature

 Date & Company Stamp

STANDARD RFQ TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard Terms and Conditions could result in disqualification of a Quotation.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods [**the Goods**] or services [**the Services**] specified in the Order from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

An Order shall only be valid if it is reduced to writing and issued by a duly delegated official. Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.
- 3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorized additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Goods/Services so that they become non-infringing,

Provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's

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possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent,

be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

8 TERMINATION OF ORDER

8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.

8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.

8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.

8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

9 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

10 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Goods/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the provision of Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

11 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the winding up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

12 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

13 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

14 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

15 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8, 9, 12 and 6. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

16 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

17 DATABASE OF RESTRICTED SUPPLIERS

- 17.1 All the stipulations on Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 17.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet and other organs of state for a specified period. On completion of the blacklisting process, the blacklisted entity's details will be placed on National Treasury's Database of Restricted Suppliers for the specified period of exclusion.
- 17.3 The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 17.4 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 17.5 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 17.6 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;

- c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Goods or Services or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) Has litigated against Transnet in bad faith.

17.7 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;
- b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;
- c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
- d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.

- 17.8 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.
- 17.9 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's Register of Tender Defaulters.
- 17.10 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.
- 17.11 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.