

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-JHB 23374

FOR THE PROVISION OF: HYGIENE SERVICES AT SPRINGS FOR 24 MONTHS.

FOR DELIVERY TO : SPRINGS.

ISSUE DATE : 20 FEBRUARY 2017

CLOSING DATE : 02 MARH 2017

CLOSING TIME : 10:00 A.M

With effect from **1 May 2016, Transnet must implement the following:**

As a general rule, Transnet may also not award business to any bidders not registered on the CSD. All prospective suppliers wanting to conduct business with organs of state are required to register on the CSD by accessing www.csd.gov.za.

Section 1

NOTICE TO BIDDERS

1 Invitation to bid

DESCRIPTION	PROVISION OF HYGIENE SERVICES AT SPRINGS FOR 24 MONTHS.
BID FEE AND BANKING DETAILS	<p>A Bid fee of R250 [inclusive of VAT] per set is applicable, if the RFQ is to be collected from the Transnet Freight Rail Tender Office.</p> <p>Payment is to be made as follows:</p> <p style="margin-left: 40px;">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>
INSPECT / COLLECT DOCUMENTS FROM	<p>This bid may be downloaded free of charge directly from the Transnet Freight Rail tender website at; http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</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 20 February 2017 until 01 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>
CLOSING DATE	<p>10:00 A.M on Thursday 02 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:31 July 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>
SPECIAL CONDITIONS	<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 01 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> <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>

2 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.

3 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); 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.

3.1 B-BBEE Improvement Plan

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 2 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

4 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: Nobahle Mjoli Email: nobahle.mjoli@transnet.net

Telephone: 011 584 1141

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

Telephone 011 584 0821 Email: prudence.nkabinde@transnet.net

5 Legal Compliance

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

6 Changes to Quotations

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

7 Pricing

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

8 Prices Subject to Confirmation

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

9 Binding Offer

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

10 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 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. The objective criteria Transnet intends to apply in this bid process is: 80/20.

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.

11 Specification/Scope of Work

HYGIENE SERVICES AS PER ATTACHED ANNEXURE UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT

BUILDING : Springs

Please refer to attached analysis of hygiene service required

CONTACT PERSON ON SITE

Ms Phindile Mbonani

Springs

Telephone (011) 365-7204

Any queries concerning work, please contact above person

1. SCOPE OF REQUIREMENTS

1.1 SCOPE OF WORK

1.1.1 This agreement covers the supply, installation and maintenance of all sanitizer units, the deep cleaning and sanitizing of toilet and shower facilities at various places under the jurisdiction of Real Estate Management for a period of twenty four (24) months, as decided by Transnet

These units are to be maintained on a regular basis.

1.1.2 The essence of the agreement is that Transnet Freight Rail requires that the services that are to be rendered, ensure clean and hygiene rest rooms.

1.1.3 The way and means by which the above mentioned results are obtained are the responsibility of the Contractor. Transnet, however, shall have the right to monitor the materials and activities of the respondent to ascertain that all procedures are in accordance with the Agreement.

- 1.1.4 The Respondent must obtain his own information regarding the extend of the service to be rendered and determine the best method of achieving the results and must be clearly stated in an accompanied letter.

1.2 SUFFICIENCY OF RFQ

The agreement will only be awarded to a tenderer who has a proven record of wide experience in the sanitation services he/she is tendering for.

1.4 SHEDULE OF QUANTITIES AND PRICES

- 1.4.1 The respondent shall submit with his RFQ a complete and detailed price schedule for all works to be performed as indicated on the "Schedule of Quantities and Prices"
- 1.4.2 All respondents shall submit with his/her RFQ document full details of how Transnet depots will be serviced.

1.5 STANDARD OF WORKMESHIP

- 1.5.1 The essence of the agreement is that Transnet requires clean and hygienic toilets and shower facilities.
- 1.5.2 For this agreement, the respondent shall timeously familiarize himself/herself with the existing conditions of the sites and ensure that his/her RFQ prices include all work necessary to achieve the required service.

1.6 PROGRAMME OF WORK

- 1.6.1 The respondent is to supply and install all sanitizer units, auto flashes on urinals and automatic air-freshener units, etc. within 2 weeks of notification of being awarded the contract. These units shall be installed on places as indicated by the Manager or his deputy, preferably where previous items were installed.
- 1.6.2 The respondent is to do a sanitizer and automatic air-freshener service and check auto flashes on a monthly basis for the whole of the agreement period.
- 1.6.3 The respondent is to perform a deep cleaning service treatment once a month (deep clean). Reaching and cleaning those often neglected places in urinals, shower drains, toilet pans and rims, cleaning of kitchen drains and hand basins as well as odour prevention.
- 1.6.4 Sanitary disposal service to take place on a weekly basis.
- 1.6.5 The respondent shall undertake the planning and programming of the service to be rendered and submit to the Manager (or his deputy) within one week after notification, for approval.
- 1.6.6 Soap dispensers to be refilled on a weekly basis

1.7 PERFORMANCE MONITORING AND EVALUATION

- 1.7.1 The respondent shall at all times be responsible for supervision of work and for follow up inspections to monitor the successful service rendered. He / She shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- 1.7.2 The Manager (or his deputy) shall at any time during the agreement period carry out inspections of the Respondents performance methods and procedures.

1.8 REMEDIAL WORK

The respondent shall carry out remedial work that was rejected by the Manager (or his deputy) prior to payment being passed.

1.9 TERMS

This service required is for the period of 24 months and shall commence as indicated in the letter of acceptance.

1.10 MEASUREMENT AND PAYMENT

1.10.1 Payment will be based on the number of sanitizer, auto flash and automatic air-freshener units installed and number of maintenance services rendered.

1.10.2 No payment will be made for rejected work where control was not achieved.

1.10.3 Inspection and payment will be as follows:

1.10.3.1 First inspection and payment:

After initial supply, installation of the sanitizer units, auto flashes and automatic air-freshener units (includes first service of units and first deep clean services)

1.10.3.2 Further inspections and payments-

Payment will be done once a month.

Payment will be done after receiving the tax invoice and a full detail list of all work done during that month. The technical officer from Transnet Freight Rail will certify on the invoice that all work was done according to the contract

1.11 SABS STANDARD

The respondent is to adhere to the laid down SABS standard with regards to protective clothing, storing of chemical and the use of chemicals.

1.12 PENALTIES

No payment shall be done for any rejected work, or work not done.

1.13 ELECTRICAL HAND DRYERS

The electrical work that is required for the installation of the electrical hand dryers will be undertaken by Transnet Freight Rail.

1.14 SPECIFICATION ON EQUIPEMENT

1.14.1 Air-freshener dispensers ~ your choice of fragrance and technology

1.14.2 Air-freshener dispensers must be supplied with an anti-theft bracket

1.14.3 Toilet roll holders ~ must make provision for 3 toilet paper rolls

1.14.4 Toilet holders must be lockable and keys will be supplied to TFR

1.14.5 All equipment to be white

1.14.6 Soap Dispensers must be supplied with a refill on a weekly basis. Soap must be in foam form and not liquid. Refill of soap on a weekly basis must be included into the price for rental of soap dispensers

1.14.7 Sani wipes must be supplied and not the spray

1.14.8 She bins must be simple, but must still be SABS approved

1.14.9 She bins must be supplied with bags

1.15 REQUIREMENTS

1.15.1 Registration with OHSA (Occupational Health and Safety Act)

1.15.2 All chemicals used to be SABS (South African Bureau of Standards) compliant

1.15.3 Copy of MSDS (Material Safety Data Sheet)

1.15.4 Letter of Good Standing

1.16 HEALTH, RISK AND SAFETY PLAN REQUIRED

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

Part A: Health and safety Plan

1.16.1 SHE Management Structure

1.16.1.1. Construction Work Supervisor (Construction Regulation 6)

1.16.1.2 Subordinate Construction Work Supervisor (Construction Regulation 6)

1.16.1.3. Construction Safety Officer (Construction Regulation 6(7)).

1.16.1.4. List of Respondents already appointed - List to be revised at least monthly.

1.16.1.5. Health and Safety Representative (Section 17 of OHS Act).

1.16.2 SHE Organisation

1.16.2.1 Health and Safety Committee.

1.16.2.2 Composition.

1.16.2.3 Frequency of Meetings.

1.16.2.4 Minutes of meeting.

1.16.2.5 Legal Compliance Audits.

1.16.2.6. Audit Report.

1.16.2.7 Frequency of Audits.

1.16.2.8 Findings and Analysis.

1.16.2.9 Corrective Action.

1.16.3 Risk Assessment/Management

1.16.3.1. Task descriptions.

1.16.3.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.

1.16.3.3. Risk Assessment (Construction Regulation 7)

1.16.4 Education and Training

1.16.4.1. Induction training (Construction Regulation 7(9))

1.16.4.2. Site Specific Training.

1.16.4.3. Certificate of Competence.

1.16.5 Emergency Planning – Evacuation plan

1.16.5.1. Client procedure.

1.16.5.2. Site Procedure.

1.16.6 Health and Safety Communications

1.16.6.1 Safety/Toolbox talks.

1.16.6.2 Incident Recall.

1.16.7. Safe Working Procedures and Methods

1.16.7.1 Method Statements.

1.16.7.2 Safe Operating Procedures.

1.16.7.3 Task/Job observations.

1.16.8. Personal Protective Equipment and Clothing

1.16.8.1 PPE required after all other controls have been considered.

1.16.8.2 PPE proof of issue.

1.16.9. Project security

1.16.9.1 Security risks identified.

1.16.9.2 Access control.

Part B. Environmental Management Plan

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

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

1.17 MINIMUM PLANT AND EQUIPMENT REQUIRED

1.17.1 Proper cleaning equipment for deep cleaning on drainage/showers/basins/toilets/etc.

1.17.2 Vehicle ~ Bakkie

1.17.3 Variety of tools and equipment required for installing equipment.

1.18 ADDRESSES FOR VARIOUS BUILDINGS

- As per analysis of hygiene services required

1.19 PAPER TOWEL SPECIFICATION

Paper towel ~ Type disposable, Ply rating single

Width 210 mm, length 1.500 m

Colour: white

Wipers ~ 25 grams, minimum unperforated,

A nominal core dia of 28 mm individually wrapped

Paper towel stand ~ type floor model, material steel

Finish galvanized, to fit roll size above

GENERAL SPECIFICATION FOR HYGIENE & DEEP CLEANING		
STATION: <u> springs </u>		
CONTACT DETAILS:		
Any queries concerning work, please contact above person		
SCOPE OF WORK		
1. Hygiene Services - as per enclosed "Analysis"		
	Supply services as per "Analysis" to relevant depots	Monthly
(A)	Toilets - to be deep cleaned	Monthly
(B)	Urinal- to be deep cleaned	Monthly
(C)	Basins - to be deep cleaned	Monthly
(D)	Hand Paper towel - to be refill	Weekly
(E)	Soap dispenser foam- to be refill	Weekly
(F)	Dust bin- to be place	Place
(G)	She bin - to be cleaned	Weekly
(H)	Lift Foyer Air freshener - to be refill	Monthly
(I)	Hygiene wipes/ spray - to be refill	Monthly
(J)	Showers- to be deep cleaned	Monthly
DUTIES (all buildings / areas where applicable)		
1. HYGIENE SERVICES		
	Supply services as per "Analysis" to relevant depots	Monthly
2. SUPERVISION		
	Full time supervision to be provided by Contract	Daily
	Quality Control will be done by client on site (sign job cards)	Weekly
	<u>Safety file to be on site and to consist of the following:</u>	
	Risk Assessment and Safety Plan	
	Written Safe Work Procedures and Job Observations	
	Valid Appointment letters (First Aid / SHE Reps)	
	Valid Certificates (First Aid / Hygiene Services or Cleaning services / SHE Rep / Site Access)	
	Recording of IOD Incidents	
	Audit and Inspection of all machinery	
	Minutes of Meetings	
	Register of Personal Protective Equipment	
	Training Certificates for all employees	
	General issues	
	Valid letter of Good Standing - (Must be for Hygiene or Cleaning only)	

3. EQUIPMENT / MATERIALS / CONSUMABLES

TO BE PROVIDED / SERVICED BY CONTRACTOR AND DELIVERED TIMEOUSLY

Contractor to conform with all Safety Requirements including Safety, Health, Environment (SHE) Induction for Contractors as specified by Transnet Freight Rail (copy enclosed)
Consumables e.g. cleaning chemicals be in an acceptable standard meaning **SABS** approved or equivalent.

NB: All cleaning chemicals and cleaning machinery to be supplied by the cleaning company and clearly marked by the contractor.

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

4. STAFF REQUIREMENTS / WORKING HOURS

Cleaning to commence from Monday to Friday 07:00 to 16:00
(times can be altered due to emergency requirements)
Areas to be cleaned Saturday & Sunday as per Analysis
Site book to be kept at each depot to record working hours of employees and to record complaints.

5. UNIFORM CLOTHING

The Contractor shall at all times ensure that all cleaning staff has been provided with all necessary protective clothing, e.g. gloves, shoes, masks, etc.
All cleaning staff to be identifiable with (visible) identification at all times

6. BREACH OF CONTRACT

Transnet Freight Rail will be allowed to terminate the contract by giving 30 days' notice should the cleaning service not be according to specification and to the client's full satisfaction. This will include non-conformance to all Health and Safety Standards as required by Transnet Freight Rail.

Depot: Springs- 24 months period**Summary of Hygiene Analysis Service Required**

Location / description of building	Asset number of building (e.g. 02BD001)	Toilet	Urinals	Basins	Hand Paper Towels- to be refill weekly	Soap Dispenser (foam) must be refill weekit	She Bin must be cleaned weekly	Hygienic wipes/ Spray (monthly)	Showers	Kitchen	Remarks and/or Special Instructions
Operation- Mess and Ablution	02AA121J	6	3	6	4	6	2	4	6	2	
Operation- Shunting cabin	02AA122J	1	1	1	1	1	1	1	1	0	
Operation- Mess and Ablution	01AA092J	2	2	2	2	2	2	2	0	1	
Operation- Mess and Ablution	02AA509J	1	1	1	1	1	1	1	0	1	
Operation- Admin building	02AA539J	2	1	1	1	1	1	1	1	1	
Operation- Goods office	02AA499J	1	1	2	2	2	1	1	0	1	
Opeartion- Mess and Ablution	02AA110J	3	3	3	3	3	2	3	1	1	
Operation- Mess and Ablution	02AA108J	3	2	2	2	3	3	3	2	1	
Operation- Mess and Ablution	02AA538J	1	1	1	1	1	1	1	1	1	
Operation- Shunting cabin	02BA065J	1	1	1	1	1	1	1	0	1	
Order Entry	02AA413J	2	1	2	2	2	1	2	0	1	
White House	02AA413J	6	4	6	6	6	4	6	2	2	
loco operation	02AA104J	5	3	10	4	4	2	5	4	2	
TELECO BUILDING	02AA110J	2	1	3	3	3	1	2	0	1	
INFRA	02AA509J	4	2	3	3	3	2	4	2	1	
INFRA COMBINE	02AA109J/ 02AA111J	14	4	10	9	9	6	14	4	3	
INFRA Office	02BA028J	3	3	3	3	3	3	3	4	1	

Deep Cleaning in all Toilets, Urinals, Basins and Showers must be done on a monthly basis.

Personnel Strength per Depot:

Hand paper towels, to be refill weekly

Cleaning Period: (days a week): Monday to Friday

Tender Briefing / Site Inspection: Quote as per the above - No Site briefing

Contact Person: Johanna Ngabi (Real Estate Management)

E-mail address: Johanna.Ngabi@transnet.net

Physical Address of Location: Springs

12 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.

13 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.

14 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: _____.

15 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.

15.1 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 authorise 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: _____.

15.2 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.

16 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 FOR HYGIENE SERVICES AT SPRINGS 24 MONTHS.	
CLOSING VENUE:	RECEPTION, TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG.
CLOSING DATE & TIME:	02 MARCH 2017 AT 10:00 a.m.
VALIDITY PERIOD:	31 JULY 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 Supplier/Service Provider, if so required:

Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none"> • 100% Compliance to Specification (Clause by Clause Declaration). • Completion of SHE Management Questionnaire (Completed in Full).
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 70%. <ul style="list-style-type: none"> • 3 Material Safety Data Sheet (MSDS) for all consumables to be used – 60%. • Bidder’s Experience on relevant on Relevant Project (Company Name, Contact Details and Project Description) – 40%.
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 Section 6: 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 31 July 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 : Quotation Form	
- ANNEXURE A: 100% Compliance to Specification (Clause by Clause Declaration)	
- ANNEXURE B: Completion of SHE Management Questionnaire - Completed in Full	

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

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	
- 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]	
- SECTION 4: Certificate of Acquaintance with RFQ Documents	
- SECTION 5: RFQ Declaration and Breach of Law Form	
- SECTION 6: B-BBEE Preference Claim Form	

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.

ANNEXURE: A

**CLAUSE BY CLAUSE SPECIFICATION COMPLIANCE DECLARATION
 FOR THE PROVISION OF HYGIENE AT SPRINGS FOR 24 MONTHS.**

Bidders Are To Refer to The Specifications (page 5-10 of the RFQ) For Full Detailed Description for Provision of Hygiene Services at Springs for 24 Months

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

NB: Please sign the bottom page of Clause by Clause Compliance Declaration.

	Comply	Do not comply
1.1. SCOPE OF WORK:-		
1.1.1.		
1.1.2.		
1.1.3.		
1.1.4.		
1.2. SUFFICIENCY OF RFQ:-		
1.3. SITE MEETING		
1.4. SCHEDULE OF QUANTITIES AND PRICES:-		
1.4.1.		
1.4.2.		
1.5. STANDARD OF WORKMENSHP:-		
1.5.1.		
1.5.2.		
1.6. PROGRAMME OF WORK:-		
1.6.1.		
1.6.2.		
1.6.3.		
1.6.4.		
1.6.5.		
1.6.6.		
1.7. PERFORMANCE MONITORING AND EVALUATION:-		
1.7.1.		
1.7.2.		
1.8. REMEDIAL WORK:-		
1.9. TERMS:-		
1.10. PERFORMANCE MONITORING AND EVALUATION:-		
1.10.1.		
1.9.2.		
1.10.3.		
1.10.3.1.		
1.10.3.2.		

1.11. SABS STANDARD:-		
1.12. PENALTIES:-		
1.13. HAND PAPER TOWEL HOLDER:-		
1.14. SPECIFICATION ON EQUIPMENT:-		
1.14.1.		
1.14.2.		
1.14.3.		
1.14.4.		
1.14.5.		
1.14.6.		
1.14.7.		
1.14.8.		
1.14.9.		
1.15. REQUIREMENTS:-		
1.15.1.		
1.15.2.		
1.15.3.		
1.15.4.		
1.16. HEALTH, RISK AND SAFETY PLAN REQUIRED:-		
1.16.1. SHE Management Structure		
1.16.1.1.		
1.16.1.2.		
1.16.1.3.		
1.16.1.4.		
1.16.1.5.		
1.16.2. SHE Organisation		
1.16.2.1.		
1.16.2.2.		
1.16.2.3.		
1.16.2.4.		
1.16.2.5.		
1.16.2.6.		
1.16.2.7.		
1.16.2.8.		
1.16.2.9.		
1.16.3. Risk Assessment/Management		
1.16.3.1.		
1.16.3.2.		
1.16.3.3.		
1.16.4. Education and Training		
1.16.4.1.		
1.16.4.2.		
1.16.4.3.		
1.16.5. Emergency Planning – Evacuation Plan		
1.16.5.1.		
1.16.5.2.		
1.16.7. Safe Working Procedure and Methods		

1.16.7.1.		
1.16.7.2.		
1.16.7.3.		
1.16.8. Personal Protective Equipment and Clothing		
1.16.8.1.		
1.16.8.2.		
1.16.9. Project Security		
1.16.9.1.		
1.16.9.2.		
1.17. Part B. Environmental Management Plan		
1.17.1.		
1.17.2.		
1.17.3.		
1.18. ADDRESSES FOR VARIOUS BUILDINGS		
1.19. PAPER TOWEL SPECOFICATION		

Date

Signature

Appendix III

Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10, 000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, by **ticking the applicable box**.

100% black owned	Level One (135% B-BBEE procurement recognition) More than 51% black	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition) Less than 51% black	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

**Commissioner of Oaths
 Signature & stamp**

Appendix IV

Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of the dti Codes of Good Practice. (Tick appropriate box in table below).

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & 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 Master Agreement;
- 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.

Price Schedule

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

Returnable Document

ASSET NO	DESCRIPTION	M/F	TOILET BOWLS - QUATERLY	TOILET REFILL SEAT WIPE WEEKLY	TOILET FLOORS AND WALLS STRIPPING AND SEALING QUATERLY	TOILET SEAT WIPE DISPENSER ONCE OFF	BASIN- QUARTELY	URINALS- QUATERLY	SHOWER - QUARTELY	AUTO JANITOR (URINALS) ONCE OFF	AUTO JANITOR REFILL WEEKLY	SHE BINS/SANITARY BINS WITH LINERS (PEDAL, MANUAL)	HAND FOAM DISPENSER (STAINLESS STEEL) ONCE OFF	FOAM REFILL WEEKLY	PAPER TOWEL DISPENSER (SENSOR) STAINLESS STEEL ONCE OFF	PAPER TOWELS REFILL WEEKLY OR WHEN NECESSARY	AIR FRESHNER DISPENSER MOUNTED PER ASSET ONCE OFF	AIR FRESHNERS TO BE REFILL MONTHLY	PRICE PER ASSET PER MONTH FOR YEAR 1	PRICE PER ASSET PER MONTH FOR YEAR 2
SECURITY OFFICES : ENTRANCE GATE																				
	Office	Unisex	1	1	1	1	1	0	0	0	0	1	1	4	1	4	1	1	R	R
OPERATIONS: TOWER BUILDING																				
02BH026J	Ground floor	Unisex	1	1	1	1	2	1	1	1	1	1	1	4	1	4	1	1	R	R
	First floor	Unisex	1	1	1	1	2	1	0	0	0	1	1	4	1	4	1	1	R	R
	Second Floor	Unisex	1	1	1	0	2	0	1	0	0	1	1	4	1	4	1	1	R	R
OPERATION: KHAYA MENS																				
02AH095J	Ablution	M	7	7	7	7	8	2	12	2	2	0	3	4	1	4	1	1	R	R
ABL/ CAB: ADMIN BUILDING																				
02BH030J	Ground floor	M	2	2	2	2	2	1	0	1	1	0	1	4	1	4	1	1	R	R
	Ground floor	F	3	3	3	3	2	0	0	0	0	3	1	4	1	4	1	1	R	R
	First floor	F	3	3	3	3	2	0	0	0	0	3	1	4	1	4	1	1	R	R

Respondent's Signature

Date & Company Stamp

	First floor	M	2	2	2	2	2	1	0	1	1	0	1	4	1	4	1	1	R	R
OPERATIONS: KHAYA LADIES																				
02AH089J	Ablution	F	1	1	1	1	1	0	1	0	0	1	1	4	1	4	1	1	R	R
OPERATION: CONTROL POINT 18																				
02AH086J	Ablution office	Unisex	1	1	1	1	1	0	1	0	0	1	1	4	1	4	1	1	R	R
	Assets Protection																		R	R
02AH104J	Ablution	Unisex	3	3	3	3	1	0	2	0	0	1	1	4	1	4	2	2	R	R
02AH094J	Ablution	Unisex	2	2	2	2	1	0	3	0	0	1	1	4	1	2	2	2	R	R
OPERATIONS: CONTROL POINT 34																				
02AH441J	Ablution office	Unisex	1	1	1	1	1	0	1	0	0	1	1	4	1	4	1	1	R	R
	RME																		R	R
02AH092J	Mess and Ablution	Unisex	1	1	1	1	1	0	1	0	0	1	1	4	1	4	1	1	R	R
Totals			31	31	31	30	30	6	23	5	5	16	18	61	16	62	18	18		

1. Total Price for Year one (01)

R _____

2. Total Price for Year two (02)

R _____

3. GRAND TOTAL FOR THE PERIOD OF 24 MONTHS EXCLUDING VAT (Total tender Amount)

R _____

4. GRAND TOTAL FOR THE PERIOD OF 24 MONTHS INCLUDING VAT (Total tender Amount)

R _____

 Respondent's Signature

 Date & Company Stamp

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.

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”.
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”.

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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.

SIGNED at _____ on this ____ day of _____ 20__

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

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);

1.2 The value of this bid is estimated to not exceed 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 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 or 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 (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 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:1 = maximum of 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

ANNEXTURE: B

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		

<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>		

- Project Security? - 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		

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)

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.
- 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;
 - 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. Letter of Good standing

- 7.1 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'.
- 7.2 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.
- 7.3 The letter of good standing must reflect the name of the Contractor and/or Sub-contractor, registration number and, expiry date.

8. Management and Supervision

- 8.1 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.
- 8.2 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.
- 4.2 In case of construction work, additional appointments must be made in terms of the Construction Regulations:
- 8.3.1 **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.
- 8.3.2 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.
- 8.3.3 A Construction Manager must in writing appoint **Construction Supervisors** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
- 8.3.4 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.
- 8.3.5 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.

8.4 Subcontractors shall also make the above written appointments and the Principal Contractor shall deliver copies thereof to the TFR Contract Representative/Technical Officer.

9. SHE Committee Meetings and SHE Representatives

9.1 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.

9.2 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.

9.3 The number of SHE Representatives appointed shall be in accordance with the requirements of the Occupational health and Safety Act 85 of 1993.

9.4 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.

9.5 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.

9.6 Subcontractors appointed by the Principal Contractor shall have their own internal monthly SHE Committee meeting.

10 SHE Audits and Contractor Monthly Reports

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 TFR reserves the right to conduct safety audits without prior warning.

10.6 The Principal Contractor on all contracts of more than 1 month shall provide a monthly safety performance report as required by TFR.

10.7 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.

11. Training, Competence and Awareness

11.1 Induction Training

11.1.1 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.

11.1.2 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.

- 11.1.3 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.
- 11.1.4 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.
- 11.1.5 The Principal Contractor shall maintain comprehensive attendance records of SHE induction training on the SHE file.

11.2 Competency / Training

- 11.2.1 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.
- 11.2.2 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.
- 11.2.3 The Principal Contractor shall identify all training needs and incorporate the site specific training into the SHE plan.
- 11.2.4 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
- 11.2.5 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.
- 11.2.6 The Contractor must ensure that certificate/s of competence where applicable is/are provided in the SHE File.

11.3 Awareness Training

- 11.3.1 Awareness training required shall be identified for all employees on the project using the SHE Policy, the SHE Plan, the SHE programmes and procedures.
- 11.3.2 The Principal Contractor shall have a daily safety talk. This talk shall include subcontractor employees.
- 11.3.3 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.

12. Health and Safety Plan (SHE Plan)

- 12.1 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: -
 - (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.
- 12.2 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.
- a.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
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 The Contractor shall ensure that a copy of the SHE Plan is available on site for inspection by an inspector,

TFR Contract Representative/Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

13. Hazards Identification and Potential Hazardous Situations

- 13.1 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.
- 13.2 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.
- 13.3 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
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 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.
- 13.9 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.
- 13.10 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.
- 13.11 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.

14. Safety, Health and Environmental (SHE) File

- 14.1 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. ,

- 14.2 The approval time of the file is at least 5 working days
- 14.3 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.
- 14.4 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.

15. Occupational Health

15.1 Medical Surveillance Programme

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

15.2 Substance Abuse

- 15.2.1 All Contractors must comply with the Transnet Substance Abuse Policy and Regulation 2A of the General Safety Regulations of the OHS Act.
- 15.2.2 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.
- 15.2.3 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.
- 15.2.4 Any transgression of this policy will constitute a breach of the relevant contract and may result in the termination of services/contract.
- 15.2.5 Any contractor employee using medication that has a narcotic effect must declare before work to his / her supervisor.

15.3 Occupational Hygiene

- 15.3.1 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.

15.3.2 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.

15.4 Welfare Facilities

15.4.1 The Principal Contractor must ensure that all workplace facilities meet health, safety and welfare needs of all employees, including disabled persons where applicable.

15.4.2 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.

15.5 First Aid requirements

15.5.1 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.

15.5.2 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.

15.5.3 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).

15.5.4 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.

15.6 Asbestos Control

15.6.1 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.

15.7 Noise

15.7.1 The Principal Contractor shall ensure that the requirements of the Noise Induced Hearing Loss Regulations are complied with.

15.7.2 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.

15.7.3 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.

15.7.4 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.

15.7.5 Noise zones must be demarcated as such.

15.8 Vibration

15.8.1 Principal Contractors must put measures to reduce the risks associated with hand–arm vibrations, avoid, whenever possible, the need for vibration equipment.

15.8.2 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.

- 15.8.3 The Principal Contractor must introduce a work pattern that reduces the time exposure to vibrations.
- 15.8.4 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.

15.9 Manual Handling

- 15.9.1 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.
- 15.9.2 Principal Contractor shall ensure all employees involved in manual handling are trained in good lifting techniques.

15.10 Dust

- 15.10.1 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.
- 15.10.2 Dust suppression measures must be in place to reduce the dust caused by the activities on site.
- 15.10.3 Appropriate PPE should be provided to exposed employees.

16 Incidents/Occurrences

- 16.1 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.
- 16.2 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.
- 16.3 TFR Contract Representative must be informed of the above incidents/occurrences before the end of shift when the incident/occurrence occurred.
- 16.4 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.
- 16.5 The contractor shall make available to TFR any documents required to assist in their investigation.

17. SHE Cost

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

18. Personal Protective Equipment (PPE)

- 18.1 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.
- 18.2 Such PPE shall be approved by credible institution such as SABS, EN, or AN.

18.3 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.

19. Emergency Evacuation Plan and Procedure

19.1 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 .

19.2 The Service provider and its employees shall collaborate and adhere to TFR evacuation drills and requirements.

20. Access Control and Security

20.1 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.

20.2 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.

20.3 The contractor must assess the security risks and implement appropriate measures. All contractors are to strictly adhere to all security requirements on the premises.

20.4 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).

20.5 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.

20.6 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.

21. Management of Subcontractors

21.1 The Principal Contractor is directly responsible for the actions of his contractors/sub-contractors.

21.2 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.

21.3 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.

21.4 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.

21.5 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.

21.6 The Contractor shall ensure that the sub-contractors appointed have the necessary competencies and resources to perform the work safely.

21.7 The Principal contractor will be required to submit 37(2) mandatory agreement between the Principal Contractor and subcontractor to the TFR Contract Representative

22. Environmental Management

22. 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.

- 22.2 The Service provider shall adhere to all instructions issued by TFR contract representative in promotion of environmental management and legal compliance.
- 22.3 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 (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.
- 22.4 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.
- 22.5 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.
- 22.6 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.

23. Operational Safety

23.1 National Railway Safety Regulator Act / Railway Safety

- 23.1.1 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.
- 23.1.2 The Principal Contractor when engaging subcontractor must review the capability of the proposed contractor to comply with specified railway safety requirements and/or regulations.
- 23.1.3 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.

23.2 Special Permits

- 23.2.1 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.

23.3 Vehicle Safety

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

- 23.3.1 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
- 23.3.2 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;
- 23.3.3 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;
- 23.3.4 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.

- 23.3.5 Vehicles are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- 23.3.6 Vehicle must be equipped with an acoustic warning device which can be activated by the operator and an automatic acoustic reversing alarm
- 23.3.7 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.
- 23.3.8 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.
- 23.3.9 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.
- 23.3.10 whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation
- 23.3.11 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.
- 23.3.12 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
- 23.3.13 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.
- 23.3.14 Those working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

23.4 Housekeeping and general safeguarding on construction sites

- 23.4.1 Principal Contractor must ensure that suitable housekeeping is continuously implemented on each construction site
- 23.4.2 The Principal Contractor must ensure proper storage of materials and equipment and the removal of scrap, waste and debris at appropriate intervals.
- 23.4.3 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
- 23.4.4 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.

23.5 Hazardous Chemical Substances (HCS)

- 23.5.1 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.
- 23.5.2 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.
- 23.5.3 Employees exposed to hazardous substances shall be under medical surveillance
- 23.5.4 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.

23.6 Stacking and Storage

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

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

- 23.7.1 The Principal Contractor's employees shall comply with all SHE signage posted at various locations of TFR sites.
- 23.7.2 The Principal Contractor shall after occupation of the construction site ensure that appropriate SHE signs (Symbolic Safety Signs) are displayed on site

23.8 General Machinery, Tools and Equipment

- 23.8.1 The Principal Contractor shall ensure that all machinery, tools and equipment are identified, numbered or tagged, listed on an inventory list,
- 23.8.2 The Principal Contractor shall ensure that all machinery, tools and equipment are safe to be used and is maintained in a good condition.
- 23.8.3 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.
- 23.8.4 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.
- 23.8.5 Where applicable machinery, tools and equipment must have the necessary approved test or calibration documentation.
- 23.8.6 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.

23.9 Portable Electrical Tools and Explosive Power Tools

- 23.9.1 The Principal Contractor shall ensure that use and storage of all explosive power tools and portable electrical tools comply with all applicable legislation.
- 23.9.2 The Principal Contractor shall ensure that only trained employees are authorised to use portable electrical tools and explosive power tools
- 23.9.3 The Principal Contractor shall ensure that all portable electrical tools and explosive power tools are kept in a safe working condition.
- 23.9.4 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.
- 23.9.5 Safety signs and barriers must be erected before explosive power tools are used.
- 23.9.6 Cartridges and explosive power tools to be stored separately
- 23.9.7 Register for the issue and return of cartridges be kept in the safety file.
- 23.9.8 Users / Operators of electrical power tools and explosive power tools should be issued with suitable protective equipment

23.10 Hand Tools and Pneumatic Tools

- 23.10.1 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.
- 23.10.2 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
- 23.10.3 Tools with sharp points in tool boxes must be protected with a cover.
- 23.10.4 All files and similar tools must be fitted with handles.
- 23.10.5 The Contractor must have a policy on private and make shift tools on site.
- 23.10.6 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.

23.11 Electrical Equipment

The Contractor must ensure that:

- 23.11.1 Implementation and compliance with Electrical Installation Regulations, Electrical Machinery Regulations and regulation 24 of the Construction Regulations and OH&S Act.
- 23.11.2 All electrical installations, machinery and electrical work is performed in compliance with TFR Electrical Safety Instructions.
- 23.11.3 Connections are not made to any power supply without the prior written approval of the TFR Contract Representative.
- 23.11.4 All electrical machines and appliances provided by the Contractor for his own use on the Site are in a serviceable condition
- 23.11.5 Power tools used on the Site are protected by residual current devices approved by TFR Contract Representative and are double insulated.
- 23.11.6 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.
- 23.11.7 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.
- 23.11.8 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.
- 23.11.9 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.
- 23.11.10 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.
- 23.11.11 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.

- 23.11.12 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.
- 23.11.13 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.
- 23.11.14 Such monthly inspection(s) are to be performed by an appropriately qualified Electrician.
- 23.11.15 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.

23.12 Fire Safety

- 23.12.1 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.
- 23.12.3 The Contractor shall provide adequate, regularly serviced fire fighting 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.
- 23.12.2 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.
- 23.12.3 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).
- 23.12.4 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.
- 23.12.5 The Contractor must ensure that fire fighting equipment are not to be used for any purpose other than their intended use.

24. Confidentiality

- 14.1 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.
- 24.2 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.
- 24.3 The Contractor shall be aware of the confidentiality of the mentioned information and is compelled to treat it accordingly.
- 24.4 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

ACKNOWLEDGEMENT OF RECEIPT

Name of Contractor/Builder :- _____ **I,**
_____ **do hereby acknowledge and accept the duties**
and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health
and Safety Act; Act 85 of 1993.

Name : _____ **Designation:** _____

Signature : _____ **Date :** _____

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			

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

 Respondent's Signature

 Date & Company Stamp

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

ANNEXURE C
STANDARD RFQ TERMS AND CONDITIONS FOR THE
SUPPLY OF SERVICES TO TRANSNET

A 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 services [**the Services**] specified in the Order from the person to whom the Order is addressed [**the 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. Services shall conform strictly with the Order. The 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 Service Provider warrants that the 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 Service Provider's obligations under the Order.
- 3.2 The 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 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 Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the Services do not conform to the Order, Transnet may reject the Services and the Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Services at the 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 Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

- 4.2 Payment of the 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-authorised 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 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 Services or any written material provided to Transnet relating to any 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 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 Service Provider following a design or process originated and furnished by Transnet. The Service Provider shall either

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

provided that in both cases the 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 Service Provider and any information relating to Transnet's business which may have come into the Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the 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 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 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 Service Provider, or when there is a change in control of the Service Provider or the 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 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 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 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 Service Provider had the Order not been terminated.
- 8.3 In the event of termination the 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 Services are not provided in accordance with an Order, the Order shall be deemed terminated and the 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 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 Service Provider's employees. The 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 Service Provider warrants that it is competent to supply the Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the 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 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 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 writing up or administration of the 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 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 Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the 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 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 **Error! Reference source not found.**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.

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