

**NEC3 Engineering & Construction Short Contract  
(ECSC)**

**Transnet SOC Ltd**

(REGISTRATION NO 1999/000900/30)

trading as

**Transnet Freight Rail**

**Tender No. CRAC\_KGG\_12353**

Rehabilitation of Service Road between Leeudoringstad and  
Makwassie

Issue Date: Wednesday 28 January 2015

Closing Date: Thursday 12 February 2015

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## PART T1: TENDERING PROCEDURES

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## PART T1: TENDERING PROCEDURES

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

RFP NO. CRAC\_KGG\_12353

#### 1. PROPOSAL REQUEST

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity**, **Respondent** or **Bidder**] for the provision of ..... [the **Services**] to Transnet.

Tenderers should have a CIDB contractor grading designation of **2CE** or higher. Potentially emerging enterprises (**1CEPE**) who satisfy criteria stated in the Tender Data may submit tender offers. Only Tenderers, who are registered with the CIDB, are eligible to submit tenders.

On or after 28 January 2015, the RFP documents may be inspected at, and are obtainable from the office of the Secretariat, Transnet Freight Rail, Tender Advice Centre, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown.

RFP documents will only be available for collection between 09:00 and 15:00 from 28 January 2015 to 05 February 2015.

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

Mr. Lindani Langa  
Tel No. 011 584 1427  
E mail: Lindani.Langa@transnet.net

Mrs. Sarah Assegaai  
Tel. No. 011 5840668  
E-mail: Sarah.assegaai@transnet.net

#### 2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at Anker Boardroom, No1 Station Street, IFRA Building, Millsite, Krugersdorp 1740, on 06 February 2015 starting at 10h00

- A Certificate of Attendance must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.
- Transnet will not be held responsible if any Bidder who did not attend the non-compulsory session subsequently feels disadvantaged as a result thereof.
- Respondents failing to attend the compulsory RFP briefing will be disqualified.

- d) Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.
- e) The briefing session will start punctually at **10h00** and information will not be repeated for the benefit of Respondents arriving late.

**This tender closes punctually at 10:00 hrs on Thursday, 12 February 2015.**

If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.

The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.

Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions should not be made by the Respondent to RFP documents. Any alterations must be initialed by the person who signs the Bid Documents

Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, facsimile, email and late tenders will not be accepted.

Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.

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

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

### **3 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS**

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. All procurement transactions will be evaluated accordingly.

The Department of Trade and Industry [DTI] is currently in the process of reviewing the B-BBEE Codes of Good Practice [Code Series 000]. Transnet reserves the right to amend this RFP in line with such reviews and/or amendments once they have come into effect. Transnet furthermore reserves the right to adjust the thresholds and evaluation processes to be aligned with such changes which may be issued by the DTI after the issue date of this RFP.

### 3.1 B-BBEE Scorecard and Rating

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

- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Services.
- The 80/20 preference point system applies where the acquisition of the Services will be less than R 1,000,000.00. However, if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R 1,000,000.00, the RFP will be cancelled.
- The 90/10 preference point system applies where the acquisition of the Services will exceed R 1,000,000.00. However, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below R 1,000,000.00, the RFP will be cancelled.

The **80/20 / 90/10** preference point system is applicable to this RFP.

When Transnet invites prospective service providers to submit Proposals for its various expenditure programmes, it requires Respondents [*Large Enterprises and QSE's - see below*] to have their B-BBEE status verified in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. Valid B-BBEE Verification Certificates must be issued by

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

A Verification Certificate issued must reflect the weighted points attained by the measured entity for each element of the scorecard as well as the overall B-BBEE rating. Enterprises will be rated by Verification Agencies or Registered Auditors based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
  - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
  - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

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

  - Automatic rating of B-BBEE Level 4 irrespective of race or ownership
  - Black<sup>1</sup> ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

<sup>1</sup> **Black** means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

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

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

In this RFP, Transnet will accordingly allocate a maximum of **10/20 [ten/twenty] points** in accordance with the **80/20 / 90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPEA) Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating.

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

**Turnover:** Kindly indicate your entity's annual turnover for the past year:

R \_\_\_\_\_

*All Respondents must complete and return the B-BBEE Preference Points Claim Form attached hereto.*

### 3.2 B-BBEE Joint Ventures, Consortia and/or Subcontractors

In addition to the above, Respondents who would wish to enter into a Joint Venture [JV] or consortium with, or subcontract portions of the contract to, B-BBEE entities, must state in their RFPs the percentage of the total contract value that would be allocated to such B-BBEE entities, should they be successful in being awarded any business. A valid B-BBEE Verification Certificate in respect of such B-BBEE JV or consortium partners and/or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP Bid to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto.

#### a) **JVs or Consortia**

If contemplating a JV or consortium, Respondents should also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

##### (i) Incorporated JVs/Consortia



As part of an incorporated JV/consortium's Bid response, the incorporated JV/consortium must submit a valid B-BBEE Verification Certificate in its registered name.

(ii) Unincorporated JVs/Consortiums

As part of an unincorporated JV/consortium's tendered response, the unincorporated JV/consortium must submit a consolidated B-BBEE certificate as if it was a group structure and such scorecard must have been prepared for this RFP in particular.

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

b) Subcontracting

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity that does not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

3.3 **B-BBEE Registration**

In addition to the Verification Certificate, Transnet recommends that Respondents register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's [DTI] National B-BBEE IT Portal and Opportunities Network and provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.

Transnet would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>.

**Supplier Development Initiatives**

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] developed in 2010 aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa.

Transnet fully endorses and supports Government's New Growth Path policy through its facilitation of Supplier Development [SD] initiatives. Hence Respondents are required to submit their commitments with regard to Supplier Development Initiatives over the duration of this contract.



#### 4 COMMUNICATION

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

- 4.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted before 12:00 on 11 February 2015, substantially in the form set out hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the correct contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 4.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Freight Rail Acquisition Council, at telephone no. 011 544 9486 on any matter relating to its RFP Proposal.

Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

#### 5 INSTRUCTIONS FOR COMPLETING THE RFP

- 5.1 Sign one set of original documents. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be an exact copy of the original signed Proposal.
- 5.2 Both sets of documents are to be submitted to the address specified in Tender Data.
- 5.3 All returnable documents tabled in the Proposal Form must be returned with your Proposal.

#### 6 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

#### 7 ADDITIONAL NOTES

- 7.1 Changes by the Respondent to its submission will not be considered after the closing date.
- 7.2 The person or persons signing the Proposal must be legally authorised by the Respondent to do so. A list of those person(s) authorised to negotiate on behalf of the Respondent [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.
- 7.3 Bidders who fail to submit a duly completed and signed RFP Declaration Form will not be considered.
- 7.4 Transnet will not do business with companies involved in B-BBEE fronting practices.
- 7.5 Transnet may wish to visit the Respondent's place of business during this RFP process.

- 7.6 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 RFP document.
- 7.7 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS  
MAY RESULT IN A PROPOSAL BEING REJECTED**

## 8 DISCLAIMERS

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

- 8.1 Modify the RFP's Services and request Respondents to re-bid on any such changes;
- 8.2 Reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 8.3 Disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 8.4 Not necessarily accept the lowest priced Proposal or an alternative bid;
- 8.5 Reject all Proposals, if it so decides;
- 8.6 Withdraw the RFP on good cause shown;
- 8.7 Award a contract in connection with this Proposal at any time after the RFP's closing date;
- 8.8 Award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 8.9 Split the award of the contract between more than one Service Provider; or
- 8.10 Make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

## 9 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.

**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to  
TIP-OFFS ANONYMOUS : 0800 003 056**

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**PART T1.2: TENDER DATA**

## PART T1: TENDERING PROCEDURES

### T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The employer is Transnet SOC Ltd trading as Transnet Freight Rail

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

**Part T1: Tendering procedures**

T1.1 Tender notice and invitation to tender

T1.2 Tender data

**Part T2: Returnable documents**

T2.1 List of returnable documents

T2.2 Returnable schedules

**Part C1: Agreements and contract data**

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Forms of Security

C1.4 Adjudicator's Contract Data

**Part C2: Pricing data**

C2.1 Pricing Instructions

C2.2 Bill of Quantities/ Activity Schedule

**Part C3: Scope of work**

C3.1 Scope of work

**Part C4: Site information**

C4.1 Site information

F.1.4 The employer's agent is:

Name : Mr. Lebogang Marengwa

Millsite, Krugersdorp

Tel : 011 950 1393

Cell 079 460 4648

E-mail : Lebogang.Marengwa@transnet.net

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.1.1 The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2CE or higher** class of construction work; and
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:
  - ☐ **Has technical qualifications and competence.**
  - ☐ **Has managerial capacity, reliability and experience.**
  - ☐ **Has good reputation.**
  - ☐ **Has equipment.**

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **2CE** class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **CE** class of construction work.

F.2.7 The arrangements for a compulsory clarification meeting are: **as stated in the Tender Notice and Invitation to Tender**

Confirmation of attendance to be notified at least one full working day in advance to:

Name : Mr. Lindani Langa

Tel : 011 584 1427

E-mail : Lindani.Langa@transnet.net

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 No alternative tender offers will be considered.

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

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to

evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions.

Pricing Data must reflect all assumptions in the development of the pricing proposal.

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

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

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

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

If delivered by hand, the envelope is to be deposited in the Transnet Freight Rail Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

The Chairperson  
Transnet Freight Rail Acquisition Council  
Inyanda House 1  
21 Wellington Road  
Parktown  
Johannesburg  
2001

It should also be noted that the above tender box is accessible to the public 24 hours per day, 7 days a week. The measurements of the "tender slot" are 500mm long x 100mm wide, and Tenderers must please ensure that tender documents/files are not larger than the above dimensions. Tenders which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes, each addressed as above.

If dispatched by courier, the envelope must also be addressed as above and delivered to the Office of The Secretariat, Transnet Freight Rail Acquisition Council and a signature obtained from that Office.

#### Identification details

Tenders must be submitted before the closing hour on the date as shown in F2.15 below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) Tender No:
- (b) Description of work:
- (c) Closing date and Time:
- (d) Closing Address:

All envelopes must reflect the return address of the Respondent on the reverse side.

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



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

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

F.2.16 The tender offer validity period is **12 weeks**

F.2.19 Access shall be provided for inspections, tests and analysis:  
**All sites as stated in the Scope of Work (Description of the Work)**

F.2.23 The Tenderer is required to submit the following certificates with his tender:  
1.) An original valid Tax Clearance Certificate issued by the South African Revenue Services. **Failure to provide this document with the tender submission will result in disqualification.**  
2) BBEE evaluation certificate done by an accredited company.  
3) Where a Tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such Tenderers must submit the Certificates of Contractor Registration in respect of each partner.

F.3.4 The time and location for opening of the tender offers are:  
**Time 10:15 on the closing date of tender.**  
**Location: Table G66 & 69, West Wing, Ground Floor, Inyanda House, 21 Wellington Road, Parktown, Johannesburg**

F3.11.1 Responsive and Substantive Test:

**Step 1:** Administrative Responsiveness: All Returnable Documents/Schedules provided: Mandatory and Essential

**Step 2:** Substantive Responsiveness:  
All Mandatory documents complete and correct and acceptable response to any clarification on Essential documentation

**Step 3:** Test minimum threshold of **80%** for Technical (Quality) Criteria:  
(Points are NOT carried over to Stage 4)

**Technical Criteria:**

Evaluation Criteria	Max no of points	
• Experience and Related work completed	20%	100%
• Safety Plan	20%	
• CIDB grading	10%	
• Compliance to Specification	50%	

**Step 4:** Financial offer and Preference

F3.11.3 The procedure for the evaluation of responsive tenders is Method 2

The score for financial offer is calculated using Formula 2 (option 1) of SANS 294,

F3.11.7 Score the financial offers of remaining responsive offers using the following formula:

$$N_{Fo} = W_1 \times A$$

Where:  $N_{Fo}$  is the number of tender evaluation points awarded for the financial offer.

$W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Up to 100 minus  $T_{EV}$  tender evaluation points will be awarded to Tenderers for SD.

Description of quality criteria and sub criteria			Max no of points
Commercial	Competitive Pricing	100	80
BBBEE	Points scored: Step 3	100	20
Total evaluation points			100

F.3.13.1 Tender offers will only be accepted if:

- The Tenderer has completed and returned all returnable documents and schedules.
- The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The Tenderer has not:
  - abused the Employer's Supply Chain Management System; or
  - failed to perform on any previous contract and has been given a written notice to this effect; and
- has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

***Tender will be disqualified if all returnable documents and schedules are not returned.***

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

The additional conditions of tender are:

- The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the *works* and of the rates and prices stated in the priced Bill of Quantities in the *works* Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the *works*.
- NO PRICING is to be reflected / listed in any tender document other than in the Form of Offer and Bill of Quantities / Price List**

- 3 The tenders shall be completed in black ink only.
- 4 Tenderers shall give a clause by clause comment as to whether or not their tender complies. If not, how it differs from the specification(s). Failure to do so may preclude a tender from consideration.
- 5 Notwithstanding what is stated in Pricing Data, Tenderers are required to tender for all the areas quoted in the Bill of Quantities, if possible.
- 6 Transnet Freight Rail may conclude one or more contracts as a result of this tender.

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## PART T2: RETURNABLE DOCUMENTS

"PREVIEW COPY ONLY"

## PART T2: RETURNABLE DOCUMENTS

### T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:  
(Tender will be disqualified if all returnable documents and schedules are not returned)

#### 1 Returnable Schedules required for tender evaluation purposes

No	Returnable schedules (All are to be submitted)	Yes	No
1	Record of Addenda to Tender documents		
2	Certificate of authority for joint ventures (where applicable)		
3	Proposed amendments and qualifications		
4	Contractual Safety Clauses and Questionnaire		
5	RFP Declaration Form		
6	Annexure B - Non-Disclosure Agreement		
7	BBBE Preference Points Claim Form		
8	Certificate of Acquaintance with RFP Documents		
9	Curriculum Vitae of key personnel		
10	Certificate of Attendance at Site/Clarification Meeting		
11	Compulsory Enterprise Questionnaire		
12	Schedule of Subcontractors		
13	Schedule of Plant and Equipment		
14	Schedule of the Tenderer's Experience		
15	Supplier Declaration form (version 7)		
16	Breach of Law Form		
17	RFP Clarification Form		
18	Supplier Code of Conduct		

## 2 Other documents required for tender evaluation purposes

No	Returnable Documents ( <u>All</u> are to be submitted)	To be included in the contract	
1	Safety Plan in accordance with the Construction Regulations of 2003 and Transnet's E4E (See Draft)		
2	Comprehensive Environmental Management Plan, Risk Register and Business Continuity Plan. Risk register to cover identified risks associated with this project and accompanying risk mitigation measures		
3	Form of Intent to provide performance bond		
4	Certificate of Authority for Signatory (Resolution by Board)		
5	Approach paper and work plan (Programme and Method statements)		
6	Statement of compliance with requirements of the Scope of work		
7	Letter of Good Standing with the Compensation Commissioner		
8	Quality Assurance Plan		
9	Proposed Organization and Staffing including quantity of personnel to be trained in aspects of safety		
10	BBBEE rating certificate with detailed scorecard		
11	Certified Copy of CIDB certification		
12	Certified Copy of Financial Statements (for the past 3 years) including Balance sheets		
13	Certified Copies: Share Certificates; CK1; CK2		
14	Certified copies: Certificate of Incorporation; CM29; CM9		
15	Certified Copies: Identity Documents Shareholders/ Directors/ Members		
16	Cancelled Cheque		
17	Current and original Tax clearance certificate		
18	Vat registration certificate		
19	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy		

## T2.2 RETURNABLE SCHEDULES

- Record of Addenda to Tender documents
- Certificate of authority for joint ventures (where applicable)
- Proposed amendments and qualifications
- Contractual Safety Clauses and Questionnaire
- RFP Declaration Form
- Annexure B - Non-Disclosure Agreement
- BBBEE Preference Points Claim Form
- Certificate of Acquaintance with RFP Documents
- Curriculum Vitae of key personnel
- Certificate of Attendance at Site/Clarification Meeting
- Compulsory Enterprise Questionnaire
- Schedule of Subcontractors
- Schedule of Plant and Equipment
- Schedule of the Tenderer's Experience
- Supplier Declaration form (version 7)
- Breach of Law Form
- RFP Clarification Form
- Supplier Code of Conduct



### Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

### Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint venture.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms....., authorised signatory of the company....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATURE
Lead partner		Signature..... Name..... Designation
		Signature..... Name..... Designation
		Signature..... Name..... Designation

**TRANSNET SOC LTD**  
(REGISTRATION No. 1990/000900/30)  
**TRADING AS TRANSNET FREIGHT RAIL**

**SCHEDULE OF WORK AND QUANTITIES**

TENDERERS ARE REQUIRED TO COMPLETE THE FOLLOWING SCHEDULE:

Item	Description	Unit	Qty	Rate	Total
1	Site Overheads	Sum	1		
<b>Total carried to the summary</b>					
2	Earthworks				
2.1	Grading and levelling the surface road from Leeudoringstad to Makwassie railway line	km	30		
2.2	Cleaning of all the unwanted material, debris laid in the service road and its drainage system including blocked culverts and channel along the service road	km	50		
<b>Total carried to the summary</b>					
3	Material				
3.1	Crusher run 0mm-38mm+ delivered	m <sup>3</sup>	50		
<b>Total carried to the summary</b>					
4	Plant				
4.1	1 x TLB	Day	15		
4.2	1 x 10 ton roller	Day	15		
4.3	Grader	Day	15		
4.4	Water Truck Tanker 10 000 litres	Day	15		
<b>Total carried to the summary</b>					

**Summary of the Schedule of Quantities**

Item	Description	Amount
1	Site Overheads	
2	Earthworks	
3	Material	
4	Plant	
Sub Total		
VAT 14%		
Total		

## SPECIFICATION FOR REHABILITATION OF SERVICE ROAD FROM LEEUDORINGSTAD – MAKWASSIE NEXT TO RAILWAY LINE FOR KRUGERSDORP DEPOT

### 1. Scope of work

The works to be executed under this Contract consists of the following:

- The work covers the grading, compaction and control of storm water on service road between Leeudoringstad and Makwassie railway line.
- Clearing and preparation of site for the actual work.
- No work is to be done on top of the rail.
- Potholes and heaps on the service road must be removed by means of grader
- The following geometric standards shall apply on the rehabilitation of service road: minimum width of 4m, cross fall of 1 in 15 to 1 in 40 and maximum local depressions and bumps of 50mm
- The road shall be suitable for an unloaded 7 ton flat truck to travel with reasonable ease and safety at a speed of 25 km/h.
- Crusher run will be required on this project. Project Manager or Technical Officer will determine where the crusher run is required. It will depend on necessity / critical condition of area.
- The road shall be graded and handed over in good order on completion of the contract.
- It's mandatory that the contractor must have a CIDB level 2 grading on this project.

### 2. Location of the site

- The site is located between Leeudoringstad and Makwassie in Northwest Province.

### 3. Duration of contract

- The duration of the contract is **Three weeks** and Transnet Freight Rail reserves the right to cancel the contract if the standard of workmanship and accuracy as per the specification is not achieved.

### 4. Site meetings

- The contractor shall attend all site meetings convened by the Technical Officer. Such meetings shall be for the purpose of discussing progress, delays, materials, specification etc

### 5. Safety

- Transnet Freight Rail is the organisation that strictly complies with safety.
- For the purpose of this contract safety file is required before the commencement of work.
- The safety file should be submitted to the Technical Officer 2 days before starting the work.
- Personal protective equipment required: **(Reflective vest, Safety boots, Dust mask)**
- **Safety plan** and **Letter of good standing** are mandatory on this project.

### 6. Responsibility of Transnet Freight Rail

- Arrangement with landowners and statutory authorities regarding access and other statutory requirements

### 7. Responsibility of the Contractor

- The contractor will provide all labour and all plant required for the completion of the works.
- All arrangements regarding water and sanitation requirements for the duration of the contract are upon contractor to arrange.

- The Contractor must make his own arrangement for accommodation of his staff, only accommodation of night watchmen will be allowed on site.
- Where services are encountered below the surface during the course of the excavation, such should be communicated to the relevant Transnet Freight Rail representative or to the Project Manager. The contractor shall take all reasonable measures to ensure that careless damage to services and other property is avoided, failure of which the replacement or repair therefore will be to the contractor's account.
- Prior approval of the Project Manager to be sought before destroying or disturbing any part of the environment for stockpile, spoil or for any other purpose.
- For payment purposes, the onus shall lie with the contractor to ensure that all quantities are measured and agreed with the Project Manager or any such person that may be delegated by the Project Manager.
- The contractor must safeguard the surrounding, adhere to PPE (Personal Protective Equipment), to have first aid box kit on site at all time and supply the neat and tidy completed area.

#### **8. Penalties**

- A penalty of R 250 per day will apply for the late completion of the contract but exception will be considered for the rainy days.

#### **9. Payment Certificate**

- Payment certificate will be compiled once the work has been inspected and signed off; the payment method will be a once off payment.

#### **10. Site Instruction Book and Diary**

- The contractor shall supply and have available on site a site diary at all times, an A4/A5 size triplicate carbon book with detachable sheets for recording everything happening on site.
- The contractor must also have site instruction book to receive and record all instruction from the Technical officer and of Transnet personnel.
- The contractor shall request the person concerned to write the instruction in the site instruction book, to sign it and to record his official designation.
- The instruction shall be countersigned by the Contractor or his agent.
- The original sheet of the site book will be removed by the Transnet Technical Officer and carbon copies retained to the Contractor.

#### **11. Defects Liability Period**

- Defects liability period will not apply on this contract.

## FOREIGN EXCHANGE RATE

### INFORMATION REQUIRED TO BE FURNISHED BY TENDERERS.

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

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

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

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

**Note:** (a) The percentage quoted above will be deemed to apply even though a portion only of the item(s) tendered for is accepted.

(b) Adjustment in respect of variation in exchange rate will be allowed only on the percentage of the tendered price quoted above.

3. The tendered price shall be computed at the rate of exchange stated by the Tenderer in paragraphs 1 and 2 above as applied to the percentage of the tendered price quoted.
4. Transnet Freight Rail will accept for its account, in respect of such percentage of the tendered price as will be affected by the rate of exchange, any variation between the rate mentioned in paragraph 1 above, and the rate ruling at the date when payment for the goods is made by Transnet Freight Rail; provided that if the Contractor is required to remit the whole or portion of the contract price to another country in payment for goods or portion thereof prior to receiving payment from Transnet Freight Rail, the date(s) of such remittance(s) shall be deemed to be the date(s) of payment by Transnet Freight Rail for the purposes of this paragraph.
5. In the absence of a specific indication by the Contractor at the time of tendering that the proviso to paragraph 3 will apply, it will be assumed that the Contractor desires the adjustment to be effected by reference to the date on which actual payment is made by Transnet Freight Rail.
6. (a) The Contractor shall, if so required, furnish documentary proof to establish that the percentage of the contract price specified by him in paragraph 2 has actually been remitted to another country and the rate of exchange at which that was done.  
(b) Whenever the Contractor is required to remit the whole or portion of the contract price, to another country as contemplated in the proviso to paragraph 2 above, he shall notify Transnet Freight Rail forthwith and furnish documentary evidence of such remittance and of the rate of exchange at which that was done.
7. Invoices in respect of goods supplied must reflect the amount remitted or to be remitted to another country and the amount to be retained in South Africa.

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

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

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

WITNESSES:

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

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

ADDRESS:

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



### Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

"PREVIEW COPY ONLY"

Signed

Date

Name

Position

Tenderer

"PREVIEW COPY ONLY"

### Curriculum Vitae of Key Personnel

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

## Certificate of Attendance at Clarification/Site Meeting/s

This is to certify that

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

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

\_\_\_\_\_

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

Particulars of Company representative(s) attending the **CLARIFICATION MEETING**:

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

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

Attendance of the above person/s is confirmed by the Employer's representative:

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

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

Particulars of Company representative(s) attending the **SITE MEETING**:

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

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

Attendance of the above person/s is confirmed by the Employer's representative:

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

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

## Compulsory Enterprise Questionnaire

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

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

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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

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

Signature

Date

Name

Position

Enterprise  
name

### Schedule of Proposed Subcontractors

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

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

We confirm that all team supervisors of subcontractors who are contracted to control vegetation are registered as Pest Control Operators, specializing in the field of industrial weed control, in terms of Act 36 of 1947 (Farm Feeds Agricultural and Stock Remedies Act).

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

Signed

Date

Name

Position

Tenderer





### Schedule of Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

### Schedule of the Tenderer's Experience

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

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	Date Completed
"PREVIEW COPY ONLY"			

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

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

Tenderer \_\_\_\_\_



## RFP DECLARATION 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 RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
3. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. 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.
6. If such a relationship exists, 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]*

7. 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.
8. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. [Refer "Important Notice to Respondents" (Annex A)].
9. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

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

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

### IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R 5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from the website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net.
- For transactions below the R 5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

## Annexure B

### NON-DISCLOSURE AGREEMENT

entered into by and between

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

and

\_\_\_\_\_

Registration Number \_\_\_\_\_

"PREVIEW COPY ONLY"

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"PREVIEW COPY ONLY"

**THIS AGREEMENT is made between**

**Transnet SOC Ltd [Transnet]** [Registration No. 1990/000900/30]

whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

**and**

\_\_\_\_\_ **[the Company]** [Registration No. \_\_\_\_\_]

whose registered office is at \_\_\_\_\_

**WHEREAS**

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

**IT IS HEREBY AGREED**

**1 INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party (the **Disclosing Party**) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party (the **Receiving Party**) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or
  - b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
  - c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by computer-readable medium.



## 2 CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement (the **Disclosing Party**) to the other party (the **Receiving Party**) will be treated by the Receiving Party as secret and confidential and such Receiving Party will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement, or
  - b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3b) above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

## 3 RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 (seven) days of receipt of a written demand from Transnet:
- a) return all written Confidential Information (including all copies); and
  - b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3b) above.

## 4 ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

## 5 DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 (five) years.

## 6 PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

## 7 ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

## 8 PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act (as applicable) or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

## 9 GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

### WITNESSES:

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

SIGNATURE(S) OF BIDDER(S)

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

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

## B-BBEE PREFERENCE POINTS CLAIM FORM

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

### 1. INTRODUCTION

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

### 2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based Black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;

- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **"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
- 2.18 **"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 for the evaluation criteria as enumerated in Tender Data will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

- 4.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

*Note: Refer to Section 1 of the RFP document for further information in terms of B-BBEE ratings.*

- 4.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification

- certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.8 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

## 5. B-BBEE STATUS AND SUBCONTRACTING

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

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

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the Close Corporation Act.

### 5.2 Subcontracting:

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

If YES, indicate:

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

### 5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm
- ☐ Partnership/Joint Venture/Consortium
- ☐ One person business/sole propriety
- ☐ Close Corporations
- ☐ Company (Pty) Ltd
- [TICK APPLICABLE BOX]
- (v) Describe Principal Business Activities
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- (vi) Company Classification



- ☐ Manufacturer  
☐ Supplier  
☐ Professional Service Provider  
☐ Other Service Providers, e.g Transporter, etc  
[TICK APPLICABLE BOX]

(vii) Total number of years the company/firm has been in business.....

### BID DECLARATION

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

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

### WITNESSES:

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

SIGNATURE(S) OF BIDDER(S)

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

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

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

ADDRESS: \_\_\_\_\_

## CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY:

1. I/we

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

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- has been requested to submit a Bid in response to this Bid invitation;
- could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- provides the same Services as the Bidder and/or is in the same line of business as the Bidder

5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- prices;
- geographical area where Services will be rendered [market allocation]
- methods, factors or formulas used to calculate prices;
- the intention or decision to submit or not to submit, a Bid;
- the submission of a Bid which does not meet the specifications and conditions of the RFP;
- bidding with the intention of not winning the Bid.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.

8. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT



### BREACH OF LAW FORM

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

I/We \_\_\_\_\_

do hereby certify that *I/we have/have not been* 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.

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\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFP No: SIE12023CIDB**

TO: Transnet SOC Ltd

ATTENTION: The Secretariat, Transnet Freight Rail Acquisition Council [TFRAC]

EMAIL: Prudence.nkabinde@transnet.net

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

FROM: \_\_\_\_\_

\_\_\_\_\_

[illegible]

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

SIGNATURE OF RESPONDENT

## SUPPLIER CODE OF CONDUCT

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

- The Transnet Supply Chain Policy
- Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fairness, equity, transparency, competitiveness and cost effectiveness;
- The Public Finance Management Act [PFMA];
- The Preferential Procurement Policy Framework Act [PPPFA];
- The Broad-Based Black Economic Empowerment Act [B-BBEE]; and
- The Prevention and Combating of Corrupt Activities Act

This Code of Conduct has been included in this RFP to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding the behaviour and conduct of its Suppliers.

### Prohibition of bribes, kickbacks, unlawful payments, and other corrupt practices

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

a) *Transnet will not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.*

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions and payments to our Suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
  - illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
  - gain an improper advantage.
- There may be an occasion when a Supplier is confronted with fraudulent or corrupt behaviour by a Transnet employee. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

b) *Transnet is firmly committed to the ideas of free and competitive enterprise.*

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

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

- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
  - collusion;
  - failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
  - corrupt activities listed above; and
  - harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

#### **Conflicts of interest**

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet. Examples include, but are not limited to:

- Transnet employees awarding business to entities in which their family members or business associates have an interest
- Transnet employees having a financial interest in a bidding entity

Bidding entities are required to disclose any interest/s which exist between themselves and any employee and/or Transnet Board member.

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

## TRANSNET SOC LTD / CONTRACTORS / SUB-CONTRACTORS

### CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT

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

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

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

\*As applicable

## Tenderer OH & S Management System Questionnaire

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

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



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

## Safety Performance Report

### Monthly DIFR for previous months

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

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

Signed  
(Tenderer)

**PART C1  
AGREEMENT AND CONTRACT DATA**

**"PREVIEW COPY ONLY"**

## Contract Data

The *Employer* is

Name Transnet SOC Ltd trading as Transnet Freight Rail  
Address 49<sup>th</sup> Floor Carlton Centre, 150 Commissioner Street, JHB, 2000  
Telephone 011 773 8005 ..... Fax 011 773 7717 .....  
E-mail address Neill.mitchell@transnet.net

The *works* are The Planning, Supply, Installation, Testing and Commissioning In-Motion Weighbridges.

The *site* is City Deep and Kings Rest

The *starting date* is as soon as possible

The *completion date* is not later than 2 months after the contract has been concluded

The *period for reply* is 3 weeks.

The *defects date* is 5 weeks after Completion.

The *defect correction period* is 4 weeks.

The *delay damages* are R5,000.00 per day.

The *assessment day* is the Last day of each month.

The *retention* is 100% until completion of the first installation and 10% thereafter

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

The *Adjudicator* is

Name Will be appointed as mutually agreed upon between the parties when a dispute arises.

Address .....

Telephone ..... Fax .....

E-mail address .....

## Contract Data

The interest rate on late payment is **2 (Two) % per annum above the prime lending rate of the Standard Bank Limited** as determined from time to time.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's*

property in excess of R 25,000.00..... for any one event.

The *Employer* provides this insurance as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The minimum amount of cover for the third insurance stated in the

Insurance Table is To the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The minimum amount of cover for the fourth insurance stated in the

Insurance Table is To the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The *Adjudicator nominating body* is

Association of Arbitrators (Southern Africa)

The *tribunal* is Arbitration

If the *tribunal* is arbitration, the arbitration procedure is

The Rules for the conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) by an Arbitrator to be mutually agreed by the Parties, and failing agreement to be appointed by the Association of Arbitrators.

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

### 1. PERSONNEL REQUIREMENTS

- 1.1. The *Contractor* must confirm that an Engineer, fully conversant with the current practices relating to railbound measuring systems in South Africa is in on the *Contractor's* establishment and will be involved in the contract when required. The name and qualifications of the Engineer at the date of submission of the tender must be stated by the *Contractor*.
- 1.2. The *Contractor's* project manager for the project shall have experience in railway measuring systems and shall be fully conversant with the current practices relating to railbound measuring systems in South Africa. The names and qualifications of the project manager together with full details of his experience in this field of work, must be furnished.
- 1.3. The *Contractor* shall have suitably qualified supervisors in charge of this project. The names and qualifications of the supervisors together with full details of their experience in this field of work, must be furnished. All supervisory staff shall be in direct employment of either the *Contractor* or his sub-contractor, subject to the sub-contractor being an approved *Contractor* for the relevant type of work.
- 1.4. The *Contractor* must note that any member of Transnet's personnel associated with this project is responsible for inspection only and will not render any assistance, except at the instruction of the Employer.
- 1.5. If a portion of the contract work covered by the specifications will be done on existing assets, personnel of Transnet will supervise such work. The prevention of faults on existing equipment is essential.

### 2. REPORTS ON FAULTS AND FAILURES

- 2.1. The *Contractor* shall inform the Employer of the names and addresses and telephone numbers of his personnel to be called in emergencies. The *Contractor* will be responsible for seeing that one or more members of his personnel are available on call at all times to receive fault or failure reports.

- 2.2. Members of the *Contractor's* personnel shall, while on call, keep the duty personnel in the Employers Control Office informed of their movements in order that they may be contacted without delay in case of an emergency.
- 2.3. The *Contractor* shall keep the Employer and the duty personnel of the Control Office informed of the names of members of his personnel who will be available to receive calls during specific periods.
- 2.4. The *Contractor* will be held responsible and accountable for any delays to the train service that he may cause during the contract period.

### 3. SAFETY REGULATIONS

#### 3.1. High voltage electrical equipment

- 3.1.1. All works shall be carried out in terms of the E7/1 Specification.
- 3.1.2. The attention of the *Contractor* is drawn to the possibility of 'live' electrical overhead wires or underground cables existing in the area covered by this contract and the danger of coming in contact with such wires or piercing underground electrical cable, during excavations.
- 3.1.3. When doing installations or working on existing equipment in the vicinity of high voltage equipment, the *Contractor* must take the necessary precautionary measures to safeguard his personnel against injury. The *Contractor* must consider all equipment as "live", notwithstanding any safety measures introduced into the system to reduce induced stray voltages to a safe level.
- 3.1.4. All personnel under the control of the *Contractor* must be made aware of the danger of "live" electrical wires and cables as well as induced stray voltages into cables and equipment before a commencement is made with the work.
- 3.1.5. During installation all safety measures prescribed by the Machinery And Occupational Health and Safety Act, 1993 associated with working on a project of this nature shall be adhered to and particular attention shall be given to the storage of inflammable materials and the use of naked flame or other fire hazard operations.
- 3.1.6. Special care shall be exercised when welding or flame cutting operations occur and *Contractors* are required to provide suitable fire fighting equipment at close hand to these operations.
- 3.1.7. For the application of the Occupational Health and Safety Act, 1993 the site and works shall be deemed to be under the *Contractor's* control for the duration of the contract and any subsequent maintenance period during which work is taking place. The *Contractor* shall be regarded as the employer and shall be responsible for ensuring that the requirements of the Act and the regulations are implemented on the work site.
- 3.1.8. Where referred to "Machinery and Occupational Safety Act 1983 (Act 6 of 1983)" in any specification or condition, forming part of this tender/contract, it must be replaced by "Occupational Health and Safety Act 1993 (Act 85 of 1993)".
- 3.1.9. The *Contractor* shall provide the necessary number of suitable first aid outfits, one set in the camp and one set at each working team. He shall maintain these outfits fully equipped at all times.
- 3.2. Access to sites and buildings
  - 3.2.1. The *Contractor* will be given access to the various equipment sites and such entry permits and keys as are considered necessary by the Employer.
  - 3.2.2. Access to site will generally be via public and/or Transnet service roads. Any additional access required by the *Contractor* to the worksite shall be provided by him at his own cost and removed on completion of the work and re-instated to its original condition. Written approval from the Employer must be obtained before any access is constructed.



### 3.3. Occupations

3.3.1. Where safety of trains is affected by the work in progress, the Employer will provide personnel to supervise the protection of trains. The *Contractor* must provide protection of his personnel where they would be subjected to the danger of passing trains.

3.3.2. The wearing of reflective clothing is compulsory while moving on or near railway lines.

### 3.4. Damages consequent to the neglect on the part of the *Contractor*

3.4.1. The *Contractor* will be held responsible for costs incurred by the Employer as a result of failure on the part of the *Contractor* or his personnel, to observe the security regulations of Transnet regarding the entry of personnel into all buildings or equipment sites, and such costs will be decided by Transnet.

3.4.2. Repair costs due to damage to Transnet property by the *Contractor* and/or his staff will be for the account of the *Contractor*.

### 3.5. General

3.5.1. The *Contractor* shall comply with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules which shall be entirely at the *Contractor's* cost, and which shall be deemed to have been allowed for in the tendered rates and prices.

3.5.2. In accordance with the safety case between the Employer and the *Contractor*, the *Contractor* shall, in particular, comply with the following Acts: -

(1) The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The *Contractor* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

(2) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or unrepealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety. The *Contractor* is, in terms of section 37(2) of Act no. 85, deemed to be an employer in his own right with duties as prescribed in the said Act, and agrees to ensure that all work will be performed, and machinery and plant used, in accordance with the provisions of the said Act in respect of all persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and staff under his control in terms of the contract. According to section 37(2) (Act 85 of 1993) the agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.

(3) The Explosives Act No. 26 of 1956 (as amended): The *Contractor* shall, when applicable, furnish the Employer with copies of the permits authorising him or his employee to establish an explosives magazine on or near the site, and to undertake blasting operations in compliance with the Act.

3.5.3. The *Contractor* shall report all accidents in writing to the Technical Officer. Any accident resulting in the death of or injury to any person on the Works shall be reported within 24 hours of its occurrence, and any other accident shall be reported within 48 hours of its occurrence.

3.5.4. For the purpose of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or unrepealed regulations issued in terms of the former Act no. 6 of 1983, the site/s, to be demarcated as agreed to between the *Contractor* and the Employer before the works start, will be transferred to the control of the *Contractor* for the duration of the contract work at each site.

(1) Registration of the site with the Occupational Health and Safety Act No. 85 of 1993 (Act 85 of 1993) must be done by the *Contractor* in consultation with the Employer or his authorised delegate on behalf of Transnet.

- (2) Should the *Contractor* occupy a site under the control of Transnet, he shall not be responsible for the safe working method of Transnet. The representative appointed by Transnet shall nevertheless attend all site safety meetings called for in terms of this Act.
  - (3) The representative must hand in copies of the minutes of these meetings to the Employer. These meetings will be monitored and should action be required the necessary steps will be taken to rectify the problems.
  - (4) Copies of the agreement between the *Contractor* as Employer and his employees as envisaged by Section 37(2) of the Occupational Health And Safety Act No. 85 of 1993. (Act 85 of 1993) must be supplied by the successful *Contractor* before work commences.
  - (5) The *Contractor* must provide a safety case as an agreement or promise by one party using or operating on the assets of the other party.
- 3.5.5. All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the Employer to the appropriate remedies.
- 3.5.6. Refer to Specification E.4E: Safety Arrangements and Procedural Compliance with the Occupational Health & Safety Act No 85 of 1993 found into the tender document. *Contractors* must allow in their tender rates and prices for adherence to the laid down procedure. Non-compliance with the procedure will be construed as a breach of contract.
- 3.5.7. The *Contractor* shall comply with the specification for Works on, over, under or adjacent to railway lines and near high voltage equipment -E7/1 (April1991), if included in the contract. He shall also comply with all other safety rules, regulations and guidelines of Transnet applicable to the nature of Work carried out under the contract, and shall obtain the particulars thereof from the Employer.
- 3.5.8. The *Contractor* shall indemnify Transnet against any claims or damages arising out of the *Contractor's* non compliance with the provisions of this clause 4.5.

#### 4. SECURITY

- 4.1. The *Contractor* shall be responsible for providing security on site for his personnel, plant and material. Deployment of security personnel shall be arranged in consultation with the Technical Officer subject to the applicable Transnet regulations.
- 4.2. In terms of clause 12(1)(a) Annexure 1 of the SATS Legal Succession Act (Act No. 9 of 1981) a special permit is required by any person carrying a firearm on premises owned or controlled by Transnet or the South African Rail Commuter Corporation.

#### 5. PLANS AND DOCUMENTS: OWNERSHIP, COPYRIGHT AND STANDARDS

- 5.1. The *Contractor* hereby grants to Transnet a nonexclusive licence, in accordance with the provisions of section 22 of the Copyright Act 1978,
- (1) to copy any document/calculation compiled/done by the *Contractor* in connection with the WORKS,
  - (2) to make free and unrestricted use thereof for its own purposes, modify some or having it modified by a third party for any reasons,
  - (3) to provide copies thereof to a third party (*Contractors* or consultants) of Transnet to be used by them for the purposes of tendering or consultancy.
- 5.2. Subject to the provisions of clauses 1.46 to 1.49 of the Works Information, the *Contractor*, furthermore, if any such document/calculation by any principal or subcontractor of the *Contractor*, is used in connection with the Works, shall cause such principal or subcontractor to grant to Transnet a similar nonexclusive licence for the purposes set out herein. The provisions of this clause shall not apply to documents made, in the case of equipment to be supplied, in connection with the manufacturing process of the equipment supplied but only to the equipment supplied itself.



- 5.3. No separate or extra payment shall be due by Transnet in respect of any non-exclusive licence granted in terms of this clause.
- 5.4. All documents generated or supplied on this contract shall comply with Spoornet specification CSE-1159-001, category X48, issue 1 (March 1994).

**6. INSURANCE COVER**

- 6.1. Transnet SOC Ltd will effect and pay for insurance cover as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.
- 6.2. The terms of the "Principal Controlled Insurance Policy" is negotiated by Transnet each year, therefore, the conditions of the policy embodied in this tender enquiry/contract is valid only for the period as stated in the policy. In the event of an occurrence that may arise during the course of a contract the rates/conditions of the latest policy i.e. applicable at date of occurrence, shall apply.

**1.2 . Payment – Add: 30days ex rcpt of Tax Invoice**

## Contract Data

### The *Contractor's* Offer

The *Contractor* is

Name .....

Address .....

Telephone ..... Fax .....

E-mail address .....

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

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

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

The offered total of the  
Prices is .....

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name .....

Position .....

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

### The *Employer's* Acceptance

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

Signed on behalf of the *Employer*

Name .....

Position .....

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

## Contract Data Pricing Instructions

1. *Contractors* shall provide separate schedules to at least the level of detail below:

1.1 Material

- (1) Enclosure
- (2) Equipment cabinets
- (3) Computers/processors
- (4) Electronic cards
- (5) Tag readers
- (6) Load sensors
- (7) Power cable
- (8) Instrumentation cable
- (9) UPS
- (10) Earthing
- (11) Lightning & surge protection
- (12) Software
- (13) GPRS modem
- (14) Recommended spares for maintenance.
- (15) All other material.

1.2 Labour

- (1) Installation. Unit labour rates for each material group must be shown separately.
- (2) Trenching, troughing and cable laying. Unit material and labour rates must be shown separately.
- (3) Day work rates. Hourly rates for each grade, km rate and hourly rate for plant and equipment must be shown separately.

1.3 Software

1.4 Drawings

1.5 Documentation

1.6 Training

1.7 Testing and commissioning.

1.8 Recommended spares (option)

1.9 Recommended test equipment (option)

1.10 Training (option)

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the Tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

[illegible]

### The total of the Prices


## Contract Data

## Works Information

### 1. Description of the works

#### Scope

- 1.1. The contract comprises the planning, supply, installation and commissioning of 2 in-motion weighbridges of which one will be installed at City Deep and one at Kings Rest.
- 1.2. The weighbridge comprises a site installation on the permanent way complete with trenching, cabling, equipment enclosures, lightning and surge protection and all other necessary equipment.

#### Performance

- 1.3. The weighbridge shall be able to automatically (i.e. without an operator present) weigh individual wagons whilst in motion, at an accuracy of OIML class 2, initial verification accuracy, as specified in regulation R106-1 of 1997 (or latest). **Under this can be understood that during in-motion tests with a test train, the maximum permissible error on 90% of the number of wagons on the test train during any test run is 1%. The maximum permissible error for the remaining wagons, which may not exceed 10% of the total amount of wagons in the test train, is 2%. This accuracy is applicable for speeds from just in motion up to the maximum operating speed on the specific site.**
- 1.4. The weighbridge shall comply with Spoornet specification No. BBC7593 with the exception that accuracy that meets the SABS requirements for commercial in-motion weighing as stated in paragraph 5.1.1 will not be required.
- 1.5. The Contractor shall state all known constraints to the effective operation of their weighbridge not otherwise covered in this and associated specifications.

#### Communication

- 1.6. The weighbridge shall include a GPRS modem to communicate its data as specified in BBC7593 to the ITCMS at the control office.
- 1.7. The Contractor shall provide detail on the protocol for and content of communication between the weighbridge and the ITCMS, within the constraints of specification BBC7593.

#### Calibration

- 1.8. The weighbridge shall be calibrated on commissioning and maintain the specified accuracy for a minimum period of at least 12 months unless the ballast has been disturbed (e.g. by a ballast tamper or sifting machine).

#### Enclosure

- 1.9. The Contractor shall supply a suitable enclosure to contain the equipment (excluding the rail-mounted equipment). The enclosure shall preferably be a concrete cubicle (similar to the Rocla cubicles used for signalling equipment between Mount Vernon and Cato Ridge).
- 1.10. The enclosure shall be weatherproof and resistant to vandalism, fire and corrosion. It shall be erected or placed at a level higher than the surrounding area in a manner which minimises the possibility of flooding as a result of rain, hail or snow. It shall be equipped with a sturdy lockable door (lockable at top, bottom and middle), adequate ventilation (with or without extractor fan) and adequate measures to prevent ingress of birds and rodents. The standard IP rating shall be at least IP 56.
- 1.11. If forced ventilation is required, it shall be by means of an extractor fan through dust filters.
- 1.12. If the system requires an air-conditioned environment, then a dual air conditioning system and adequate measures to prevent ingress of birds and rodents shall be provided. The air conditioning system must function in such a way that only one unit is working at a time and that automatic switching between the units takes place at preset intervals.
- 1.13. The enclosure shall be equipped with a light suitable for maintenance purposes and with a 15A power socket.



1.14. The enclosure shall have enough space to allow access to all parts of the equipment necessary for maintenance. Adequate space shall be made available for communication equipment, e.g. a modem and/or flexmux.

1.15. The *Contractor* shall provide an electrical Certificate of Compliance for each enclosure.

**Power supply**

1.16. The incoming power supply will be single phase only with nominal voltage 230V at 50Hz. This will not be an uninterruptible supply.

1.17. The voltage fluctuation which can be expected ranges from +8% to -23% from nominal. Total harmonic distortion of up to 40% can be expected, as indicated in Appendix B.

1.18. All equipment directly connected to the external supply or susceptible to transients originating from the external supply shall be capable of operating normally without suffering damage with the supply as specified.

1.19. The *Contractor* shall supply and install the power supply cable from the designated termination point at the H-mast, switching structure or termination cabinet provided by Transnet Freight Rail to the enclosure. In DC electrified areas the screen of the power cable shall not be connected to the switching structure or termination cabinet, but shall be isolated from it by means of an approved "block joint". Any conductive protection pipe for the cable shall also be isolated from the structure. Refer to the schematic diagram of a typical power supply step-down point in Appendix A.

1.20. In addition to the lightning protection required for the AWIMS in terms of specification BBC7593, the *Contractor* shall provide adequate lightning protection on the incoming power supply.

1.21. The *Contractor* shall supply a suitable uninterruptible power supply (UPS). The UPS shall utilise a true online topology i.e. connected loads are isolated from irregularities of the main supply without interruption and are supplied from the UPS. The UPS shall have a battery standby period of at least 4 hours at full load.

1.22. The quality of UPS output will be in accordance with South African Bureau of Standards publication No. NRS 048-2-1996 ("Electricity Supply – Quality of Supply") Part 2. Note that the quoted SABS publication is not attached to the specification. *Contractors* are expected to source their copy from the SABS.

1.23. The *Contractor* shall specify in his tender the total power rating required at each site. This rating shall include provision for illumination and for tools and instruments required during maintenance and calibration.

**Installation**

1.24. The *Contractor* shall be responsible for the entire installation, including the enclosure, power equipment, cables, sensors, etc. Clearing of the site and earthworks (where required) at the site shall be done or arranged by the *Contractor* and shall be included in the contract.

1.25. The installation shall comply with the standards specified in specification CSE-504/7.

1.26. Installation shall be according to the approved drawings, applicable specifications and standards.

1.27. The *Contractor* shall supply all track equipment necessary for the successful functioning and protection of the weighbridge including trackside monitoring equipment, gauges, sensors and protection plates.

1.28. Track equipment must be installed as indicated on the approved equipment layout drawing from the supplier and the site and enclosure layout.

1.29. Trenching and cable laying shall be to Specification CSE-516/1 (January 1985). The Technical Officer must inspect and approve the cable trench before closure. All trench depths must be 800mm and slabbed. Danger tape is to be provided 110 mm above the slabs.

1.30. In the event of the *Contractor* wanting to make use of sub-contractors for cable laying and trenching, these sub-contractors must be nominated from Transnet's approved list. This list is confidential and for information of the main *Contractor* only. The list shall not be distributed to any trenching and cable laying sub-contractor.

- 1.31. The Contractor must provide for all the tail cables, trenching, pipe crossings, jointing, termination and testing of equipment cables. Screened cable shall be used where appropriate.
- 1.32. Cables supplied must conform to equipment specification and industry standards approved by Transnet Freight Rail.
- 1.33. The Contractor must provide sand, stone, cement and GI piping where needed to protect cables.
- 1.34. Cables must be properly secured in hydraulic hosing, cable flex or GI pipes as specified.
- 1.35. All the cabling is to be buried. No cable markers are to be provided.
- 1.36. Cable entry pipes shall be provided for cables entering the enclosure.
- 1.37. Cable termination at track side as well as in the enclosure shall be to industry standards approved by Transnet Freight Rail.

**Earthing, lightning and surge protection.**

- 1.38. The Contractor shall supply and install earthing and protection in accordance with requirements specified in specification BBB3235.

**Testing and commissioning**

- 1.39. The Contractor shall supply a proposed acceptance test procedure in his tender.
- 1.40. Testing, commissioning and handing over of the works shall be done in accordance with the procedure documented in specification BBB3603.

**Maintenance**

- 1.41. The Contractor gives the undertaking that all parts, calibration details and any other information and/or items that may be required for the maintenance, calibration and repair of the weighbridge will be made available at ruling market prices to TFR and to repairing or servicing agents in the industry.
- 1.42. The Contractor shall include in his tender the prices of all parts, software, documentation, test equipment and any other items that will be required for the repair and maintenance of the weighbridge under normal as well as abnormal conditions (e.g. direct lightning, derailments, theft and vandalism).
- 1.43. The Contractor shall supply a recommended list of spares and test equipment that will be required to repair and maintain the weighbridge under normal conditions.
- 1.44. The cost for recommended spares and test equipment to be tendered separately with unit rates shall be included in the tender as optional items.
- 1.45. The Contractor must give detail (e.g. tasks and frequencies) of inspections, monitoring actions and services that are required to ensure operational readiness of the weighbridge for at least 98% of the time under normal conditions.

**Software**

- 1.46. The Contractor must indicate in his tender:
  - 1.46.1. Whether he is the owner of the copyright of the software.
  - 1.46.2. If not the owner, what the nature of the license is in terms of which he operates and provide details of the license terms and conditions.
- 1.47. Notwithstanding whether the Contractor is the owner of copyright or has a valid license he must indicate:
  - 1.47.1. The conditions in terms of which Transnet will be able to use the software;
  - 1.47.2. The nature of the license; and
  - 1.47.3. The cost thereof per annum if applicable.
- 1.48. The Contractor must indicate the maintenance cost of the license and the period.
- 1.49. The Contractor must indicate whether he is willing to conclude an escrow agreement in respect of the source code of the software.



## Training

- 1.50. The Contractor will be required to train a minimum number of personnel in the operation, maintenance and faultfinding on all equipment supplied and installed. The training should be completed prior to the testing and commissioning of the installation. This must be agreed to prior to the submission of the tender.
- 1.51. Details of training offered is to be submitted with the tender.
- 1.52. The cost per person, per day and duration of courses to be tendered separately with unit rates shall be included in the tender as an optional item.
- 1.53. The Contractor must be prepared to do further training in the future as and when required at reasonable rates to be negotiated when required.
- 1.54. All courses shall be presented in English. Comprehensive student notes shall be prepared in English and issued to all students attending the courses presented by the Contractor.
- 1.55. (See Pricing Instructions)
- 1.56. Separate schedules shall be provided for each country of origin.
- 1.57. Unit rates and suppliers shall be stated.
- 1.58. The contractor shall quote a firm price (i.e. not subject to escalation) in his tender.
- 1.59. The contractor shall take out forward cover for all imported materials and services within 14 days of award of the contract.
- 1.60. No claims for compensation for foreign exchange fluctuation will be considered other than the forward cover specified in section 1.58.

## Compliance statements

- 1.61. Additional to the requirements specified in the Notice to Tenderers, Tenderers shall give a clause by clause comment on whether or not their quotation complies with the Works Information.
- 1.62. A clause by clause statement of compliance must be submitted for specification BBC7593.
- 1.63. For other primary specifications a clause by clause comment is not required. Compliance shall be stated as follows:
  - 1.63.1. Full compliance with the specification shall be indicated with a clear statement stating full compliance with the specification and all relevant requirements of the secondary specifications.
  - 1.63.2. If there is any clause in the primary specification or relevant clause in a secondary specification with which the Tenderer does not comply or on which he wishes to comment, he shall indicate full compliance with the specification and all relevant requirements of the secondary specifications excluding certain clauses. The Tenderer shall then provide a clause by clause comment on every excluded clause.
- 1.64. Separate statements of compliance with secondary specifications are not required, since compliance with the relevant clauses must be integrated in the statement of compliance with the primary specifications.

## 2 Drawings

- 2.1 The Contractor shall perform a survey of each selected site and prepare a site layout drawing for approval. No installation shall commence before these drawings have been approved.
- 2.2 The Contractor shall prepare installation drawings for approval. No installation shall commence before these drawings have been approved.
- 2.3 The Contractor shall provide detailed as built drawings for each site on completion of the installation.
- 2.4 All drawings shall comply with specification BBB0041.

## Contract Data Works Information

### 3 Specifications

- 3.1 The Contractor must comply with the standards and specifications as listed in Table 1.
- 3.2 The following definitions shall apply in this contract:
- 3.2.1 A "**primary specification**" is a specification or document directly referred to in the Works Information.
- 3.2.2 A "**secondary specification**" is a specification referred to in one or more of the primary specifications or other secondary specifications.
- 3.3 Where "South African Railways and Harbours Administration" or "South African Transport Services" or "Spoornet" or abbreviations thereof appears in any specification, standard or other document referred to in this tender/contract document, it must be read as "Transnet SOC Ltd trading as Transnet Freight Rail".
- 3.4 Wherever the words "Chief Engineer, Signal & Telecommunication" appear in these documents, please treat as void.

"PREVIEW COPY ONLY"

#### **4 Constraints on how the Contractor Provides the Works**

- 4.1 The work at City Deep must preferably be completed before the work at Kings Rest begins.
- 4.2 The Contractor shall be responsible for locating and protecting existing services. The position of existing services as shown on drawings is only approximate. Services other than that shown on the drawings may be pointed out to the Contractor and the Contractor shall take responsibility to protect them in the same way as those shown on the drawings. Damage to any service shown on the drawings or pointed out to the Contractor shall immediately be reported to the Employer who will arrange for its repair.
- 4.3 Permission to connect to any existing service, on a temporary basis, must be obtained from the Employer.

#### **5 Requirements for the programme**

- 5.1 The contractor must submit in his tender a detailed programme of work, including all stages and clearly indicating milestones. Anticipated delivery of batches of material shall be included.
- 5.2 The program must show at what stage the services and other things (e.g. approval of drawings, site access, occupations, etc.) to be provided by the Employer will be required.
- 5.3 The intended use of the works at completion is to verify the declared mass of container traffic and to raise an alarm when safety limits are exceeded.

#### **6 Services and other things provided by the Employer**

- 6.1 The following will be provided
  - 6.1.1 SIM cards for the GPRS modems.
  - 6.1.2 Single phase 220 V mains power supply.
  - 6.1.3 Test train for calibration.

**Date by which it will be provided**

As stated in the program to be provided by the Contractor

## Contract Data

## Site Information

The site locations are:

1. City Deep – next to the overhead mast pole number RML5/24, approaching signal JUP24 at a distance of approximately 1 Km from signal JUP24.
2. Kings Rest – underneath the road over rail bridge between Durban Container Terminal (DTC) and Kings Rest marshalling yard.

Contractors are required to visit and examine each site before they tender.

The exact position will be pointed out by the Employer's representative during the site visits.

"PREVIEW COPY ONLY"

## SCHEDULE OF DEVIATIONS

### Note:

1. To be completed by the Employer prior to award of contract. This part of Contract Data would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A Tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.
4. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties become an obligation of the contract, shall also be recorded here.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing the offer and acceptance, the Employer and the Tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of the Contract shall have any meaning or effect in the contract between the parties arising from this Agreement.

**PART C1.4:  
ADJUDICATOR'S CONTRACT DATA**

## CONTRACT DATA

- Statements given in all contracts**
- The *contract between the Parties* is **To be advised**.....
  - The *period of retention* is ...**N/A**..... weeks.
  - The *law of the contract* is the law of **the Republic of South Africa**
  - The *language of this contract* is **English**.....
  - The amount of the advanced payment is **N/A**.....
  - The Adjudicator's *fee* is...**To be advised**.....per hour.
  - The *interest rate* is **2%** per annum above the prime lending rate of the **Standard Bank of South Africa Ltd.**
  - The *currency of this contract* is **ZAR**.....
  - The Adjudicator's appointment terminates on (**To be advised**).....

- Optional statements**
- If the period for payment of invoice is not three weeks**
- The period for payment of invoices is **four**.....weeks.

**If additional conditions of contract are required**

- The *additional conditions of contract* are

**To be advised** .....

.....

.....

.....





# Supplier Declaration Form

Annexure D

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (If registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		R5-Million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
<b>BEE Ownership Details</b>							
% Black Ownership			% Black women ownership			% Disabled person/s ownership	
Does your company have a BEE certificate		Yes				No	
What is your Broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ		Permanent				Part time	
Transnet Contact Person							
Contact number							
Transnet operating division							
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>							
Name				Designation			
Signature				Date			
<b>Stamp And Signature Of Commissioner Of Oath</b>							
Name				Date			
Signature				Telephone No.			

**NB:** Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

**CHECK LIST : VENDOR RELATED REQUESTS**

1. Is the "internal departmental questionnaire" (Section 1 – header portion as well as paragraph a) to c) properly completed and motivated?
2. Has the correct version of the Supplier Declaration Form (SDF) been used? – (latest version published on the TFR Intranet)
3. Has the "SDF" been properly completed by the supplier?
4. Has the "SDF" been properly stamped and completed by a **Commissioner of Oath**?
5. Are the **company names** completed on the "SDF" vs. the documentation submitted (CIPRO documents, Tax Clearance Certificate, proof of banking details, etc) valid?
6. Is a letter with the company's **letterhead** confirming physical and postal addresses attached and are these details the same as those which had been submitted by the supplier on page 2?
7. Is a valid **original** or certified SARS **Tax Clearance Certificate** attached?
8. Is the **Original** or **certified** copy of SARS Vat registration certificate attached?
9. Is there valid **proof of banking details** (**original** cancelled cheque **OR** **original** letter from the bank with a bank stamped and signed)? NB Also note that the bank account no which has been furnished on page 2 of the "SDF" should be the same as on the proof of banking details.
10. Has the **tax withholding procedures** as stated in a newflash dated 21 August 2007 been adhered to?

**IMPORTANT NOTES:** In this regard, please note that if the applicant supplier has declared in the appropriate space on the "SDF" that it:

- has **3 or more** permanent employees in its employ, Section 1c) of the "internal departmental questionnaire" must be endorsed "**3 Or More Permanent Employees**".
- has less than 3 permanent employees in its employ, Document B1 (SOLE PROPRIETOR) or Document C1 (COMPANY) should be completed and where applicable, the matter must then be submitted to the appropriate SCS Cross Functional Sourcing Team. The aforementioned documents are obtainable from the TFR Intranet as per address below  
[http://intra.spoornet.co.za/newintranet/Departments/finance/supply\\_chain\\_services/html/procurement-tax-withholding.htm](http://intra.spoornet.co.za/newintranet/Departments/finance/supply_chain_services/html/procurement-tax-withholding.htm)

11. For validation of company registration info of the supplier: Are certified copies of the following attached (where applicable and depending on type of business):

- Sole Trader** - **Identity document**
- SO** - **Certified copy of CK1 and/or CK2**
- PTY** - **Certified copy CM9 and/or CM29**

#### 12. **Start Up Enterprises (New Business Entities)**

Start up businesses must provide confirmation from their Auditor/Accounting officer on:-

- a. Date the business commenced trading;
- b. Anticipated Sales turnover for the coming year; and
- c. Percentage black ownership and black woman ownership

The above will assist to establish the BBBEE status as either level 4 or 3.

13. For an **EME (Business with annual turnover ≤ R5m)**: Is a certified letter from an auditor / accountant confirming the supplier's most recent annual turnover and percentage black ownership attached? (In case of a **Sole Trader**, which has no appointed auditor/accountant, he/she (**Sole Trader**) should submit a sworn affidavit to disclose the required information as indicated above).

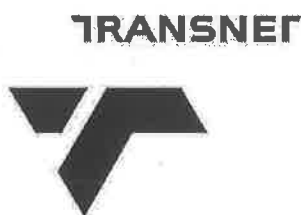
14. For a **QSE & LARGE supplier (Business with an annual turnover ≥ R5m)**: Is a certified copy of the BBBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member) attached?

15. If the reply to 13 and 14 above, is **no**, are certified copies of identity documents of shareholders / directors / members (where applicable) as well as share certificates of shareholders attached, as well as most recent financial statements?

B E E C L A S S I F I C A T I O N	Name of Recommendation Officer	Grade	Date								Signature
			Y	Y	Y	Y	M	M	D	D	

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_



(REGISTRATION NO.1990/000900/30)

## TRADING AS TRANSNET Freight Rail

### MINIMUM COMMUNAL HEALTH REQUIREMENTS IN AREAS OUTSIDE THE JURISDICTION OF A LOCAL AUTHORITY: TEMPORARY FACILITIES FOR CONTRACTOR'S PERSONNEL

#### 1. CAMPS

- 1.1 Prior to the erection of any camp, the Contractor shall submit to the Technical Officer, for his approval, details of his proposals as to the site, water supply, sanitation, and size and type of buildings. Where the site is on private land, the Contractor shall submit the written approval for the use of the site of the relevant statutory authority and of the owner and occupier of the land (as applicable).
- 1.2 Camps must not be erected on land infested with field rodents.
- 1.3 Adequate drainage shall be provided to carry off storm and waste water.
- 1.4 Buildings shall be built to a neat and orderly pattern.
- 1.5 All buildings shall have smooth, hard, impervious floors, graded to provide effective drainage and to permit washing.
- 1.6 Camps shall be maintained by the Contractor at his own expense in a clean and tidy condition. The Contractor shall take such steps as the Technical Officer and landowner/occupier may demand to prevent the creation of a nuisance.
- 1.7 When so instructed by the Technical Officer, the Contractor shall, at his own expense, erect suitable screens between the camp and any public road, thoroughfare or railway line.
- 1.8 After removal of a camp, the Contractor shall, at his own expense, restore the site to its original condition to the satisfaction of the Technical Officer and of the landowner and occupier where the site is on private land.

#### 2. HOUSING

- 2.1 Every living room shall have cross ventilation, both constant and occasional. Where only one window is provided, it shall not be in the same wall as the door.



- 2.2 Dimensions of living rooms shall be sufficient to allow 3.5 square metres of floor area and 11 cubic metres of air space for each person over the age of 10 years. The floor area of any living room shall not be less than 7,8 square metres.
- 2.3 Flat-roofed quarters shall have a minimum roof height of 3 metres above floor level. For quarters with pitched roofs, the wall height shall be not less than 2,6 metres above the floor with a minimum height above floor of 3 metres at the top of the pitch.
- 2.4 Doors shall not be less than 2m x 0,75m and must be halved.
- 2.5 Windows of each living room shall have an area not less than one twelfth of the floor area and shall be capable of opening to at least half their full area.
- 2.6 In areas where malaria is prevalent, doors and windows must be fitted with gauze screens.
- 2.7 Cooking shelters shall comprise roofed structures, three sides of which shall be enclosed by a weatherproof material, approved by the Technical Officer to a height of at least 1m above ground level.
- 2.7.1 Sleeping quarters shall not accommodate more than 8 persons per room.
- 2.7.2 Pegboards shall be carried on metal or concrete supports and shall be separated by partitions not less than 0,4 metres high extending to within 150mm of the end of the bunk. Pegboards shall be removable for cleaning.

### 3. WATER SUPPLY AND ABLUTION FACILITIES

- 3.1 The Contractor shall ensure that an adequate and conveniently situated supply of potable water is provided.
- 3.2 Separate buildings for ablution facilities shall be provided. Where approval has been obtained for the housing of both males and females, separate facilities for each sex shall be provided. The proportion shall be 1 cubicle for 20 persons.
- 3.3 Waste water shall be hygienically disposed of.

### 4. SANITATION

- 4.1 Separate buildings for latrine facilities shall be provided. Where housing are provided for both males and females, separate facilities for each sex shall be provided. The proportions shall be at least one squatting seat for every 15 persons or less in the case of pit latrines, or one for every 10 persons or less in case of pail latrines.

Latrines shall be fly proof and sited at least 10 metres from any other building, and shall not face on any public road, thoroughfare, railway line or residential property. Pits shall not be less than 2,5 metres deep and sited not less than 120 metres from nearest underground water source.

- 4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.
- 4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.
- 4.4 Labour shall be employed on camp sanitation duties on the following basis:-
- 4.4.1 Where the number of persons living at the camp is 20 or less - one unit.
- 4.4.2 For additional numbers over 20 living at the camp - one unit per 100 or part thereof.
- 4.5 Unless refuse is removed by a competent authority, it shall be disposed of in pits and covered over daily with a layer of earth or ash of sufficient thickness to prevent depredations by rodents and the breeding of flies.
- 4.6 Adequate measures shall be taken against all vermin and insects responsible for the spread of disease. Any instructions of a competent health authority shall be carried out promptly and implicitly.
- 4.7 Buildings and bedboards shall be treated whenever necessary with an approved insecticide.
- 4.8 The Contractor shall permit and facilitate inspection of the camp and structures on the site by the staff of Transnet or any other competent authority, and shall comply with any reasonable request by such staff or any other competent authority to eliminate any unsanitary condition.
- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Technical Officer.
- 4.10 The keeping of animals of any sort is not permitted.
- 4.11 The Contractor shall have on hand at the camp the necessary tools, disinfectants and cleaning materials to maintain and clean the sanitary facilities.

## 5. RATIONS

Rations, where supplied by the Contractor, shall be stored in a suitable and rodent proof building with sufficient shelving.

P02b-06 (JLH)

**TRANSNET**



**TRANSNET SOC LTD**

(Registration no. 1990/000900/30)

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE  
WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT  
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS**

**1. General**

- 1.1 The Contractor and Transnet SOC Ltd (hereinafter referred to as "Transnet") are individual employers, each in its own right with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises of the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Project Manager or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

**2. Definitions**

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -

- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
  - (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
  - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
  - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- 2.3 "**competent person**" in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 "**contractor**" means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.
- 2.5 "**fall protection plan**" means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 "**health and safety file**" means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 "**Health and Safety Plan**" means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 "**Risk Assessment**" means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 "**the Act**" means the Occupational Health and Safety Act No. 85 of 1993.
3. **Procedural Compliance**
- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or



- (b) includes the use of explosives to perform construction work; or
- (c) includes the dismantling of fixed plant at a height greater than 3m,

and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-

- (a) includes excavation work deeper than 1m; or
- (b) includes working at a height greater than 3 metres above ground or a landing.

- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Project Manager or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Project Manager. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Project Manager.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.6 The Contractor shall, before commencing any work, obtain from the Project Manager an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Project Manager with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Transnet's safety requirements and procedures.

#### 4. Special Permits

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Project Manager or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

## 5. Health and Safety Programme

5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -

- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
- (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:

- (a) the identification of the risks and hazards that persons may be exposed to;
- (b) the analysis and evaluation of the hazards identified;
- (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;

- (d) the site access control measures pertaining to health and safety to be implemented;
  - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Project Manager with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
  - (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Project Manager'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 Project Manager's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Project Manager or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Project Manager, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.

- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

## **6. Fall Protection Plan**

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
  - (b) the procedures and methods to address all the identified risks per location;
  - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
  - (d) the training of employees working from elevated positions; and
  - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

## **7. Hazards and Potential Hazardous Situations**

The Contractor and the Project Manager shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

## **8. Health and Safety File**

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Project Manager, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Project Manager.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Project Manager upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

**ANNEXURE 1**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

**Regulation 3(1) of the Construction Regulations**

**NOTIFICATION OF CONSTRUCTION WORK**

- 1(a) Name and postal address of principal contractor:  
\_\_\_\_\_
- (b) Name and tel. no of principal contractor's contact person:  
\_\_\_\_\_
2. Principal contractor's compensation registration number  
\_\_\_\_\_
- 3.(a) Name and postal address of client:  
\_\_\_\_\_
- (b) Name and tel no of client's contact person or agent:  
\_\_\_\_\_
- 4.(a) Name and postal address of designer(s) for the project:  
\_\_\_\_\_
- (b) Name and tel. no of designer(s) contact person:  
\_\_\_\_\_
5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).  
\_\_\_\_\_
6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Exact physical address of the construction site or site office:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Nature of the construction work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Expected commencement date: \_\_\_\_\_
10. Expected completion date: \_\_\_\_\_

11. Estimated maximum number of persons on the construction site: \_\_\_\_\_

12. Planned number of contractors on the construction site accountable to the principle contractor:

\_\_\_\_\_

13. Name(s) of contractors already chosen.

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

\_\_\_\_\_  
**Principal Contractor**

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

\_\_\_\_\_  
**Client**

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

\* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.

\* ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

**ANNEXURE 2**

**(COMPANY LETTER HEAD)**

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

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

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

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

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

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

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

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

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

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

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

*Designation* \_\_\_\_\_

**ACCEPTANCE OF DESIGNATION**

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

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

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

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



**ANNEXURE 3**

**(COMPANY LETTER HEAD)**

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

**DECLARATION**

In terms of the above Act I, \_\_\_\_\_, am personally assuming the duties and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

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

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

**"PREVIEW COPY ONLY"**

**ANNEXURE 4**

**(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET SOC LTD)**

**SITE ACCESS CERTIFICATE**

Access to : \_\_\_\_\_ (Area)  
Name of Contractor/Builder :- \_\_\_\_\_  
Contract/Order No.: \_\_\_\_\_

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

In terms of your contract/order with  
(company) \_\_\_\_\_

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons 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, 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 : \_\_\_\_\_  
PROJECT MANAGER

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

## Occupational Health and Safety Plan

Company name: \_\_\_\_\_

Project name: \_\_\_\_\_

Includes Environmental, Occupational Health and Safety and Quality Management (SHEQ)

### CONTENT

1. Project Details
2. Policy Statement
3. Objectives
4. Common Vocabulary
5. Legislation
6. Statutory Obligations
7. Project Management
8. Incident Management
9. Logbooks and Registers
10. Risk Management
11. Education and Training
12. Emergency Planning – Evacuation plan
13. Environment
14. Ergonomics
15. Health and Safety Communications
16. Safe working procedures
17. Personal Protective Equipment and Clothing
18. Project security
19. Implementation Costs

**Title.**

**Occupational Health and Safety Plan**

This health and safety plan has been prepared in term of the Occupational Health and Safety Act 1993 (Act No 85 of 1993) and Regulations Construction Regulation 5. (1).

This Health and Safety Plan will be revised as and when additions, alterations etc are communicated to us by the Client, his Agent or the Architect / Designer or the conditions of the contract dictate.

**1. PROJECT DETAILS**

**1.1. Project Name:**

Physical address:

Contact Details:

Client name:

Postal address:

P O Box

Contact person - Name:

Contact No:

Telephone –

Cellular No:

Facsimile –  
Email

**1.2. Agent:**

Company name:

Postal address:

Contact person - Name:

Contact No:

Telephone –

Cellular No:

Facsimile –  
Email

**1.3. Architect.**

Company name:

Postal Address:

P O Box

Contact person:

Postal address:

P O Box

Contact No:

Telephone –

Cellular:

Facsimile –  
Email:

**1.4. Principle Contractor**

Company name:

Postal Address:

P O Box

**1.4.1. Project Manager:**

Name:

Contact No:

Telephone –

Cellular:

Assignee Sect 16(2)  
Facsimile  
Email

**1.4.2. Construction Work Supervisor:**

Name:

Contact No:

Telephone

Cellular telephone No:

Construction Regulation 6. (1)  
Facsimile

**1.5. Scope of work**

Doors

Electrical installation – re-wiring

Glazing

Granite tops

Plastering

Plumbing and drainage

Shop fittings

Softs, curtains etc

Tiling

**NB Where there is construction work in progress with other personnel in the immediate vicinity activities must be co-ordinated by the Principle Contractor and the other Contractors.**

1.6. Duration of contract: Start – Expected completion –

1.7. Emergency Telephone Numbers:

An emergency telephone number list should be prominently displayed adjacent to the telephone  
The contents of this list is flexible and the following is given as a guide –

#### EMERGENCY TELEPHONE NUMBERS

Service	Name	Business	After Hours
i Ambulance:			
ii Doctor:			
iii. Hospital:			
iv. Fire Department:			
v. S.A. Police Services:		10111	
vi. Department of Labour:			
vii. Compensation Insurer			
vii.a COID – Commissioner			
vii.b. FEMA			
Project Manager:			
Safety Advisors:			
Telephone			
Facsimile			
Email			

## DEPARTMENT OF LABOUR

**Provincial Office**  
Department of Labour:  
Contact No:

## OCCUPATIONAL HEALTH AND SAFETY

### 2. Policy statement

The Company is committed to providing a safe and healthy working environment and this occupational health and safety plan documents the action that will be implemented.

We acknowledge that as the Principle Contractor we have both a legal and moral obligation to as far as is reasonable and practicable to develop a realistic Health and Safety plan making due reference to the Clients Health and Safety Specification.

We further accept that we must ensure that the relevant legislation is complied with and that all reasonable and practicable steps are taken by all Contractors to provide a safe and healthy environment for persons to

work in and that the public are adequately protected.

An independent health and safety advisor will conduct a monthly legal compliance audit to ascertain the level of adherence with statutory requirements, company policy and rules including Occupational Health and Safety, Environmental and Quality standards.

### 3. Objective.

To complete the project within the budget in respect of finance and time, to an acceptable quality and with no injuries to employees or other persons.

The specific purpose is to achieve and maintain realistic and sustainable International and locally acceptable standards. A ZERO tolerance attitude towards incidents and non-compliance of prescribed quality and workmanship will be adopted. Deviations will be investigated and the appropriate corrective action must be implemented.

NB This Specification will be imposed on all Contractors and their employees working on this project.

### 4. Common Vocabulary (COMVOC)

#### Terminology

- |  |           |
|--|-----------|
| 4.1. Basic Conditions of Employment Act 1997 (Act No 75 of 1997)                       | BCEA      |
| 4.2. Compensation for Occupational Injuries and Diseases Act 1993 (Act NO 130 of 1993) | COIDA     |
| 4.3. Department of Labour  | DoL       |
| 4.4. Department of Labour – Inspection and Enforcement Services                        | DoL (IES) |
| 4.5. Federated Employers Mutual Assurance Company Limited                              | FEMA      |
| 4.6. National Building Regulations and Standards Act 1997 (Act No 103 of 1997)         | NBR&S     |
| 4.7. Occupational Health and Safety Act 1993 (Act No 85 of 1993) and Regulations       | OH&SA     |
| 4.8. Occupational Health & Safety Act 1993 Construction Regulations, 2003              | CR        |
| 4.9. Provincial Director   | PD        |

#### Abbreviation

### 5. Legislation

#### Definitions:

“client” the person for whom any construction work is performed,

**Legislation**  
CR 4. (1)

“agent” means any person, appointed in writing to represents the Client,

CR 4 (5)

“architect / Designer” a person who prepares, checks, prepares or assists with a design,

CR

“competent person” a person with the knowledge, training, experience and qualification specific to the work or task being performed. Where there is, and he/she has the appropriate SAQA qualification,

CR

"construction Safety Officer" a competent person in relation to occupational health and safety in the construction industry,	CR
"Contractor" an employer who performs construction work,	CR
"ergonomics" the application of scientific information to optimise human well-being and performance,	CR
"fall prevention plan" a documented plan to eliminate or reduce the risk of falling,	CR
"hazard assessment" the analysis of all existing or potential hazard associated with the work being or to be performed.	
"hazard identification" the identification of existing or known hazards that is normally associated with the work being or to be performed,	CR
"health and safety file" a permanent record of the health and safety requirements prescribed in these regulations,	CR
"health and safety plan" a documented plan, including safe work procedures to mitigate, remove, reduce or eliminate the hazards identified,	CR
"health and safety specification" means a documented specification of the health and safety requirements for the tasks to be performed safely,	CR
"medical certificate of fitness" a certificate valid for one year issued by an occupational health practitioner registered with the Health Professional Council of South Africa,	CR
"method statement" the documented procedure to perform the task as reasonably and practicably safe,	CR
"national building regulations" means the regulations made in terms of section 17(1) of the NBR and BS Act, 1997 (Act No 103 of 1997).	
"principal Contractor" an employer who performs construction work appointed in writing by the Client or his appointed Agent,	CR
"professional engineer or professional certificated engineer" means any person holding registration as either a Professional Engineer or Professional certificated Engineer under the Engineering Professions Act, 2000,	CR
"provincial director" means the Provincial Director as defined in Section 1 of the General Administration Regulations under the Act,	CR
"risk assessment" a programme to determine any risks associated with a task and the to identify the steps to remove, reduce or control such hazard,	CR
"SABS – 085" the code of practice – "Design, erection, use and inspection of Access Scaffolding",	CR
"SABS – 0400" the code of practice for the application of National Building Regulations,	CR
"SABS EN 1808 and SABS 1903" the code of practice entitled "safety requirements on suspended access equipment design calculations, stability criteria, construction – tests",	CR



"The Act" means the Occupational Health and Safety Act 1993 (Act No 85 of 1993), CR

"construction Vehicle" a vehicle used for means of conveyance for transporting persons or material or both as the case may be, both on and off the construction site for the purpose of performing construction work, CR

"excavation" means any man – made cavity, trench, pit or depression formed by cutting, digging or scooping, CR

"fall prevention equipment" means equipment used to prevent persons from falling from an elevated position, CR

"roof apex height" means the dimensional height in meters measured from the lowest ground level abutting any part of a building to the highest point of the roof, CR

"scaffold" means any temporary elevated platform and supporting structure used for providing access to and supporting workmen or material or both, CR

"structure" any building, steel or reinforced concrete structure, railway line, or siding, bridge, waterworks, reservoir or pipeline, cable, sewer, sewage works, fixed vessel, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plant, pylon, surface and underground tanks, earth retaining structures or any structure designed to preserve or alter any natural feature, and any other similar structure;

(a) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or

(b) any fixed plant in respect of work, which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk to persons falling 2 metres or more. C R

## 6. Statutory Obligations

### Description

### Legislation

#### 6.1. Basic Conditions of Employment Act BCE

The relevant sections are to be complied with special attention to at least the following –

Working hours,

Conditions of employment and Remuneration,

Termination of employment,

Employment of child labour prohibited.

#### 6.2. Compensation for Occupational Injuries and Diseases Act 1993 (Act No 130 of 1993) COIDA

The Act provides for compensation for health conditions, death, diseases and or injuries that arises out of and in the course of an employee's duties. All employers-Principle Contractor and Contractors must register with a compensation insurer – either COIDA or FEMA. They must be in good standing – have proof of having paid their current assessment - in the form of either a receipt of payment or a letter of good standing from their compensation insured prior to commencing work on the project with a copy on Site.

#### 6.3. Occupational Health and Safety Act 1993 (Act No. 85 of 1993) OH&SA

The OH&SA is the primary law regulating occupational health and safety matters. The Act is a framework Act that provides for the development of detailed rules and standards through regulation. As a framework, the Act prescribes that -

(a) the employer must provide and maintain a safe and healthy working environment for his employees and any person, who may enter onto the premises,

(b) the duties of employers to their employees, employees to their employer and suppliers to the employer and

(c) the "reasonable man" approach by the employer in decisions concerning occupational health and safety,

- (d) the management, application and enforcement of the Act and regulations are the responsibility of the employer i.e. be he the appointed agent where applicable, Project Managers, each principle Contractor and Contractor.
- (e) each principle Contractor and Contractor shall have a copy of the Act which must be available on site at all times. Employees are to be allowed reasonable access to the Act during normal working hours.

#### NB Interpretation

**Where there is any question as to the interpretation of any legislation and an agreement cannot be reached the matter is to be escalated from Contractor to Principle Contractor to the client. Should the matter still not be resolved it needs to be referred to the Provincial Director – Department of Labour.**

## 7. Project Management

Description	By whom	Legislation
7.1. Notification of Construction Work.	Principle Contractor	CR 3.1
7.2. Health and Safety Specification The Health and Safety Specification from the Client must be referred to when preparing this Health and Safety Plan.	Client to provide.	CR 4. (1)(a)
7.3. Health and Safety Plan This Health and Safety Plan reflect the procedure that will be implemented to ensure legal compliance during Construction Work.	Contractor	CR 5. (1)
7.4. Health and Safety File All documentation – minutes of health and safety committee meetings, risk identifications / assessments, legal compliance audits, induction and other training including service records of equipment and machinery etc must be included in the file.	Contractor	CR 5. (7)
7.5. Agreement with Mandatory A written agreement will be entered into between the Client and the Agent, the Agent and each Contractor.	Client / Agent / Principle and Contractor	Act Sec 37(2)
7.6. Appointment of each Contractor by the Agent.		C R 5 (3) (b)
7.7. Organisation chart		
7.7.1. Assignment of Duties Mr _____ is assigned the duty of ensuring that the requirements of the Act and Regulations and this Health and Safety Plan are complied with during the Construction Work.	Contracts Manager	Act Sec 16(2)
7.7.2. Construction Supervisor Mr _____ is appoint, in writing a competent employee to supervise the day-to- day construction work on the project. The supervisor will manage and control all construction activities in the absence of the Sect 16(2) assignee.	Site Agent	CR 6. (1)
7.7.3. Sub-ordinate Construction Supervisor. Mr _____ is appointed to be in control of the project in the absence of the Site agent appointed in terms of Construction Regulation 6. 1. <b>NB Under no circumstances may a Contractor leave employees on the site unless there is a competent construction work supervisor present.</b>		CR 6. (2)
7.7.4. Construction Safety Officer Mr _____ has been appointed a part – time construction safety officer for the duration of the project.	Part-time/Full-time	CR 6. (6)

#### 7.7.5. Contractors

CR 5. (3)(b)

An up dated list of Contractors will be kept and maintained on Site.

Company:

Activity:

Address

Contact person:

Contact numbers:

Telephone –

Cellular –

Facsimile –

Email:

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

Telephone -

Cellular -

Facsimile

Email:

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

Telephone -

Cellular –

Facsimile –

Email:

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

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Cellular –

Facsimile

Email:

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

Telephone –

Cellular –

Facsimile –

Email:

Company:

Activity:

Address:

P O Box 1254 –

Contact person:

Contact numbers: Telephone –

Cellular –

Facsimile

Email:

Every Contractor is responsible to ensure that his employees comply with the applicable legislation and this health and safety plan.

NB: A section 37(2) Agreement with Mandatory must be entered into between the Contractors and the principle Contractor.

**NB Contractor who contracts out construction work. Where a Contractor contracts construction work out to another Contractor he becomes the Principle Contractor and a section 37(2) agreement must be entered into.**

**7.7.6. Designation of the Health and Safety Representative / s** *Act sect 18*

Mr \_\_\_\_\_ is a designated health and safety representative.  
He will perform his prescribed duties in his area of responsibility.

*Act sect 18(1) (g)*

**7.7.7. Appointment as the Risk Assessor / Facilitator.**

*C R 7(1)*

Mr \_\_\_\_\_ is appointed to identify and record the risks associated with tasks being or that will be performed. These assessments must be reviewed as and when necessary.

**7.7.8. Scaffold Inspector:**

*C R 14(2)*

Mr \_\_\_\_\_ is appointed for this project.  
Scaffolds must be inspected as prescribed and the findings reflected in the register provided.

**8. Incident Management – Occupational Health and Safety**

**8.1. Incidents and or injuries**

A policy of ZERO tolerance is the target for the project. Every thing reasonable and practicable must be adopted and actively implemented to prevent any incident or injury. Every possible danger or hazard must be identified, documented, analysed and the appropriate action to mitigate and or reduce them implemented. The necessary training of employees must be identified and introduced.

**TARGET - NO FATAL OR DISABLING INJURIES**  
*Report to inspector regarding certain incidents*

*Sect 24*

Each incident, which occurs at work or that arises out of or in the course of his employment that could either result in the employee's death that he loses a limb or part of a limb, becomes unconscious or that he is unable to continue with his normal duties for a period of 14 days must be reported to the relevant Provincial Director of Labour.

**8.1.1. no person shall without the permission of an inspector, in the event of an incident described in (1) above disturb the site –**

NB Although incidents, which occur on a public road or that, are aviation related must be reported if it arose out of and in the course of the employee's employment.

**Domestic incidents are excluded.**

**Definitions.**

***Accident***

*COID Def*

Means an accident arising out of and in the course of an employee's employment and resulting in a personal injury, illness or the death of the employee.

**Occupational disease**

Means any disease contemplated in section 65(1) (a) or (b). NB It includes conditions resulting from exposure to items either used and or exposed to in work place.

**Occupational injury**

Means any personal injury sustained as a result of an accident.

**Classifications.**

**Fatal** - Where the employee dies.

**Disabling** - When an employee cannot continue to perform the duty he was employed for.

**Lost time incident** - When an employee does not return to perform the work he was employed for on the next normal working day.

**Disabling Lost Time** - When an employee sustains an injury on duty and does not return to perform the duties he was employed to do on the next normal working day.



Medical treatment incident - When an employee sustains an injury at work and requires medical – more than first aid treatment i.e. medical, surgical, hospital or skilled nursing services.

First Aid case - Where the wound is treated from the contents of a first aid box

Disabling Lost Time Injury Frequency Rate (DIFR) It is the number of disabling injuries, including a death multiplied by 1 million (1,000,000) divided by the total number of man-hours worked by all employees on the project for a specific month or the project to-date.

$$\text{DIFR} = \frac{\text{No of disabling lost time injuries} \times 1,000,000}{\text{Total man-hours work for the period under review}}$$

#### 8.1.2. Reporting.

COIDA

An incident must be reported to the relevant Provincial Director and on the prescribed W.CL 2(E) document and within the prescribed time frame i.e. when the employer becomes aware of or the incident was reported to him.

#### 8.1.3. Recording.

All incidents must be recorded on a document similar to the injury statistic form provided.

#### 8.1.4 Investigation.

Sect 31 The

severity of the injury will dictate whom and when the investigation must be conducted. Where reasonable and practicable all incidents must be investigated prior to the end of the shift on which it occurred, reported to or his employer became aware thereof.

Fatal and serious injuries must be investigated before the end of the shift on which it occurred or as soon as reasonably practical after the occurrence. A team consisting of the Principle Contractor, the construction safety officer and the health and safety representative in whose area the incident occurred must conduct the incident investigation.

Where an employee of a Contractor is injured the Contractor and the health and safety representative for the area in which it occurred will be part of the team. The client or his agent may if they wish form part of the team. A record of the proceedings including signed statements, the name of the person conducting the investigation and persons assisting team members must be kept. All photographs etc must also be kept in the health and safety file.

**NB** In the event of a fatal, or potentially fatal incident the relevant DoL and the nearest South African Police Services station must be contacted. The scene of the incident may only be altered or disturbed with permission of an inspector or when it is necessary to rescue a person or lives in danger.

#### 8.1.5. Analysis

The statistics for the total project, each principle Contractor and Contractor must be analysed to ascertain if there is or if any trends are developing by the construction safety officer or a competent person appointed by the client, his agent, the principle Contractor's and all Contractors.

#### 8.1.6. Statistics.

Comprehensive incident / injury statistics must be kept for the total project i.e. the Principle Contractor and every Contractor. The following information must be recorded and kept on the health and safety file of the principle Contractor / s and the Contractor / s.

The client or where applicable his appointed agent must ensure that the relevant statistics are collected, recorded, analysed and the appropriate action instituted. Where a construction safety officer is appointed it will form part of his duties and responsibilities.

Statistics must be kept in the format, suggested which is attached to this document.

The following incidents must be recorded – Fatal, disabling lost time, days lost, medical and first aid cases and man-hours worked. Statistics for the month under review and for the project to-date must be kept either together on one or more documents.

NB The Compensation Commissioner still refers to and reports the Disabling Injury Frequency Rate (DIFR). It has been decided to use the same formula. Contractors may use 200,000 in the formula. However they need to multiply by 5 to reflect the COIDA statistic rate.

8.1.7. Occupational disease / conditions

*These must be reported and recorded as prescribed.*

COIDA

8.1.8. Medical certificate of fitness.

A medical certificate of fitness, valid for 1 year must be available on the premises at all times for employee working on or operating the following:

i) *working in an elevated position,*

R

8. (2)(b)

i. *suspended platform,*

ii. *Cranes – mobile - tower*

iii. *Construction vehicles.*

*During the process of task analyses and or risk assessment it is possible that other tasks may indicate that a medical certificate of fitness is necessary. The prescribed conditions will apply as though it was legislated.*

CR 15(12) (a)

CR 20(g)

CR21 (1) (d)(ii)

CR 7. (1)

8.2. Health and Safety Committee

Sect 19(4)

8.2.1. Composition.

Sect 19

The duly nominated, elected and designated employees as health and safety representatives will serve on a health and safety committee. The Health and safety representatives will be required to attend the health and safety committee meetings. The Client and his appointed Construction safety officer are ex-officio members.

8.2.2. Meetings.

Meetings will be held on the day, date, time and place as mutually agreed upon by the health and safety representatives and management. The frequency will also be determined by the aforementioned.

**Where the Principle Contractor has established a Health and Safety Committee the designated Health and Safety Representative shall serve on the Committee and the formula applied.**

8.3. Legal compliance audits

8.3.1. Audit schedule

The attached schedule or a similar one approved by the Client and or the Principle Contractor must be used. The person conducting the assessment must report in writing any major deviations observed and where reasonable, practicable the corrective action recommended, the party responsible to take the action and a date by which such must be implemented.

8.3.2. Audit frequency.

*An internal legal compliance audit will be conducted monthly.*

CR 4. (1)

A legal compliance audit will be conducted by an external / independent auditor one (1) per month.

8.3.3. Analysis.

Each audit report must be tabled and discussed at the next relevant health and safety committee meeting. The chairman shall make any appropriate comments and or recommendations and sign the minutes. The Client, Principle Agent must receive a copy of the minutes. The audit of the Contractors must be consolidated, analysed and submitted to the principle Contractor and the client. The findings will be documented, analyses and recommendations made. Where necessary the client / agent will be consulted with to ascertain if additional resources and or finances are required. The action agreed on i.e. the responsible man test - and the time scheduling must be implemented. As the project progresses it may become necessary to increase the frequency of audits.

NB The construction safety office will assume and be appointed to perform these functions.

9. Log books and Registers.

9.1. First aid Equipment

GSR 3(3)

Mr \_\_\_\_\_ has been appointed the first aid attendant for the project. The prescribed contents of a first aid box will be available on the project and will be under the control of the first aid attendant.

9.2. Fire fighting appliances,

Mr \_\_\_\_\_ is appointed to inspect at the prescribed interval and record his CR 27 (g) findings in the appropriate register.

9.3. Access Scaffolding.

Mr \_\_\_\_\_ has been appointed to inspect access scaffolding as prescribed.

10. Risk Management

The prescribed risk identification, assessment and where necessary a method statement will be completed prior to coming on site where possible. As and when additional information etc is received concerning new or additional tasks the necessary risk identification, assessment must be conducted and approval obtained. Risks assessed that suggest a need for a change in design or other corrective action will be referred to the architect / designer or the client or his agent. Employees must receive, and sign acknowledgment of having received appropriate training, that they understood the requirement and would apply the knowledge.

Mr \_\_\_\_\_ is appointed the competent person to conduct the risk assessment.

11. Education and Training

11.1. Induction Training

No person will work on this project, or enter or be allowed to remain on the premises unless they have received and acknowledged in writing that they have received, understood and accept the conditions detailed in the induction programme.

A comprehensive list of all induction training given must be kept in the health and safety files and reported on, to management at least monthly. Training sessions must be conducted at least weekly.

NB Occasional visitors, client, agent, architect etc must be re-inducted when significant progress has been made on the project – risk, potential risks become apparent.

11.2. Site-specific training.

Site-specific training requirements will be identified. Where applicable a certificate on competency must be must be available – or a certified copy – on the site.

12. Evacuation procedure

12.1. The Clients or Principle Contractors evacuation procedure will be communicated to all employees.

12.2. All Company employees will report to their assembly point - the site office.

12.3. Definition of an emergency:

An emergency is a major occurrence such as a fire, bomb threat, chemical spillage, explosion, aircraft crash, or a natural disaster i.e. earthquake / cyclone, which could result in injury, loss of life, or extensive damage to property and the environment.

12.4. Alarm

An audible alarm will be sounded to warn employees of an emergency and also when the situation returns too normal.

12.5. Employee response to an alarm.

Stop working,

If you are using an electric or pneumatic tool switch it off place it on the ground and proceed to the assembly point.

Report to your Supervisor

12.6. Employee response to the all-clear signal.

Return to your working area and proceed with the task you were busy with prior to the evacuation.

Fire: \_\_\_\_\_ 3 Short sharp blasts

Serious Incident : \_\_\_\_\_ Long – short – long blasts

All clear : \_\_\_\_\_ 5 seconds



### 13. Environmental Management.

Pressure on natural resources, including land, has continuously increased, as the population increases and likewise, awareness of the need to lessen the negative impacts of development and construction on the environment will continue to increase.

Every effort must be made to use environmentally friendly paints and where possible water-based. The containers once emptied must be disposed of at an approved disposal site or returned to the supplier.

### 14. Ergonomics

Ergonomics is "the study of work". Ergonomics therefore is the Profession that studies and analyses people at work, the work systems, and how best they fit together. Much of the work done on Construction Sites is by its very nature an ergonomic problem, because it requires physical work to be done above head height, and below waist level, aggravated by constructions materials being heavy and/or inconveniently sized and shaped, which presents further manual materials handling issues.

### 15 Health and Safety Communication

Minutes of all health and safety committee meetings shall after acceptance shall be displayed, strategically placed on a site notice board. Where appropriate Newspaper clipping may be used during "tool box" talks and induction training. Any change in company policy or legislation, the may affect employees must be communicated to employees as soon as is reasonable and practicable.

### 16. Safe work procedures.

A programme of safe work procedures is to be embarked on starting with those identified during the risk identification and assessment. Where reasonable and practicable steps have been taken and elements of risk still remain a procedure needs to be developed. The employees required to perform them must receive adequate training. Proof of training must be kept and be available on the premises. All procedures need to be documented.

### 17. Personal Protective Clothing and equipment.

*PPE may only be issued only after all reasonable and practicable steps have been taken Act sec 8(2)  
to remove or reduce the hazard and or potential hazards. GSR 2(2)*

All items issued must be maintained in good working order i.e. serviced and repaired as and when necessary. Items must be issued free of charge and for the personal use of the employee. The employee shall sign acknowledgement of receipt of the items that he will use it, them as prescribed and that he has received the necessary training in the use and care of the items.

*The principle Contractor and Contractor must take all reasonable steps to ensure that PPE GSR 2(6) issued is used, worn and maintained as described.*

### 18. Project / Site Security.

#### 18.1. Barricading and maintenance

Adequate and suitable solid barricading must be erect and maintained to prevent unauthorised entry as well as to control access onto and off the site. Suitable information signs must be strategically positioned. They will include but not be limited to the following – No unauthorised entry, all visitors must report to the Site office, personal protective clothing / equipment must be worn etc. NB Project / Site management are responsible for all activities taking place on the premises, and people who enter onto or who are allowed to remain on the site.

#### 18.2. Access control

The Client is responsible for the access to and egress from the construction area.

### 19. Implementation costs.

The cost of implementation should include but are not limited to the following-

#### 19.1. Administration

- Project registration,
- Occupational health and safety plan and file,
- All assignments, appointments and designation,
- Risk identifications and assessments and Logbooks and registers,
- Health and safety committee meetings and minutes.

#### 19.2. Training and Education

- Induction training and badges,
- First aid,
- Health and safety representatives
- Others - specify,

19.3. Legal compliance audits and reports.  
Monthly or as required by the client.

19.4. Personal Protective Equipment and Clothing.

19.5. Other.  
Site-specific requirements are to be specified.

#### Conclusion

This Health and Safety Plan has been developed and after negotiation with the Agent accepted. This approved plan will be made available to each Contractor prior to their commencing construction work on the project. We the undersigned do hereby acknowledge receipt of, understand and accept the contents of this Health and Safety Plan.

_____ Name	_____ Signature	_____ Designation	_____ Date
_____ Name	_____ Signature	_____ Designation	_____ Date
_____ Name	_____ Signature	_____ Designation	_____ Date

Client  
Principle Contractor  
Principle Contractor

**"PREVIEW COPY ONLY"**