

**TRANSNET FREIGHT RAIL**

A division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No CRAC-VAR-20128**

**REPAIRS OF ELECTRONIC ACCESS CONTROL (STAR WATCH CIV), ID CARD BADGING SYSTEM (STAR WATCH CIV), CCTV SURVEILLANCE (NICE VISION) COMMAND AND CONTROL SYSTEMS (NICE SITUATOR AND ORSUS) AT SELECTED CORPORATE OFFICES NATIONALLY ON AN "AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF FIVE (05) MONTHS.**

**ISSUE DATE : 29 July 2016**  
**COLLECTION DUE DATE : 05 AUGUST 2016**  
**BRIEFING SESSION DATE : 08 AUGUST 2016 10:00AM**  
**BRIEFING VENUE : 15 GIRTON ROAD, INYANDA HOUSE 2, BOMBELA BOARD ROOM, PARKTOWN**  
**CLOSING DATE : 16 August 2016**  
**CLOSING TIME : 10H00 AM**  
**OPTION DATE : 22 December 2016**

**PLEASE BRING VALID RFQ DOCUMENT ON THE DATE OF BRIEFING SESSION**

**ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL & COPY IN ONE ENVELOPE IT MUST BE INSCRIBED ON THE OUTSIDE WITH THE TENDER NUMBER AND CLOSING DATE.**



#### **4 Legal Compliance**

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

#### **5 Changes to Quotations**

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

#### **6 Pricing**

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

#### **7 Prices Subject to Confirmation**

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

#### **8 Binding Offer**

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

#### **9 Disclaimers**

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

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

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

disqualify Quotations submitted after the stated submission deadline;

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

reject all Quotations, if it so decides;

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

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

split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's

discretion be more advantageous in terms of, amongst others, cost or developmental considerations ;

or

make no award at all.

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

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

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

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

Transnet reserves the right to lower the threshold for Technical from **75 %** to **60%** should all bidders fail to meet the predetermined minimum threshold.

## 10 Specification/Scope of Work

### 1. INTRODUCTION

1.1 The scope of work covers repairs of existing electronic access control and CCTV surveillance systems for a period of five (5) months at selected corporate offices nationally on an as and when required basis.

### 2. AREAS OF WORK

2.1 The requirement pertains to selected sites in the Central, Western and Eastern Regions as follows:

ITEM	NAME OF SITE	REGION	AREA
2.1.1	96 Rissk	Central	Johannesburg
2.1.2	39 Wolmaraans	Central	Johannesburg
2.1.3	Inyanda 1	Central	Johannesburg
2.1.4	Inyanda 2	Central	Johannesburg
2.1.5	Inyanda 3	Central	Johannesburg
2.1.6	Inyanda 4	Central	Johannesburg
2.1.7	School of Rail	Central	Esselenpark
2.1.8	Security Station	Central	Ladysmith
2.1.9	Loliwe House	Central	Durban, Bayhead
2.1.10	Security Station	Central	Polokwane
2.1.11	Nzasm Building	Central	Pretoria
2.1.12	Infra	Central	Leeuhof
2.1.13	Secondary Tower	Central	Sentrand
2.1.14	Admin Building	Central	City Deep
2.1.15	Security Station	Western	Kimberly
2.1.16	Transnet Park	Western	Cape Town, Bellville
2.1.17	FC Sturrock	Western	Port Elizabeth
2.1.18	Security station	Western	Bloemfontein
2.1.19	Security station	Western	East London
2.1.20	Security station	Eastern	Nelspruit
2.1.21	Malahle House	Eastern	Empangeni
2.1.22	Security station	Eastern	Witbank

### 3. **NAMES OF APPLICATIONS**

3.1 The repair services are divided into systems as follows:-

3.1.1 Electronic access control system (Starwatch CIV) at 96 Rissik, 39 Wolmaraans, Inyanda 1, Inyanda 2, Inyanda 3, Inyanda 4

3.1.2 CCTV Surveillance system (NICE Vision net 2.5) at 96 Rissik, Inyanda 2, Inyanda 3 and Inyanda 4.

3.1.3 PSIM system (NICE Situator/Orsus) at 96 Rissik (Johannesburg), Transnet Park (BellVile) and Malahle House (Empangeni).

3.1.4 ID card badging system (Starwatch CV) at Polokwane, Esselenpark, Sentarand, City Deep, Pretoria, Ladysmith, Leeuhof, 96 Rissik, Loliwe House, Transnet Park, Bloemfontein, East London, Kimberly, Port Elizabeth, Malahle House, Nelspruit, Witbank.

3.1.4.1 Each Mini control room has a photo badging system (PC and data Card printer) used to issue cards and subscriber server that replicate data to the publisher server in 96 Rissik.

3.1.4.2 Replication of databases at all Nerve Centres and Mini control rooms will need to be synchronised when necessary

3.1.4.3 Approximately 26000 users are linked to the access control system

3.2 Considering the abovementioned, the following equipment forms part of the total system that requires maintenance. The detail specifications and exact quantities are contained in Annexure 1.

#### **3.2.1 Starwatch CV master control units and workstations**

3.2.1.1 Manage and control access levels and restrictions from the Nerve Centre

3.2.1.2 Database communications with the controllers

#### **3.2.2 Starwatch CV servers and workstations (Photo badging)**

3.2.2.1 Access card badging workstations

3.2.2.2 Replication servers

3.2.2.3 Publisher server

### **3.2.3 NICE Vision version 2.5 and 10.8**

- 3.2.3.1 Recording cameras on NICE system
- 3.2.3.2 Viewing and exporting NICE recordings

### **3.2.4 Control room management - NICE Situator / Orsus**

- 3.2.4.1 Generate OB numbers
- 3.2.4.2 Manage and monitor cameras and various systems
- 3.2.4.3 Report and create incident reports
- 3.2.4.4 Manage users

### **3.2.5 Operator consoles**

- 3.2.5.1 Remote connection to external sites
- 3.2.5.2 Manage and control all access control and CCTV systems

### **3.2.6 Databases**

- 3.2.6.1 Microsoft SQL
- 3.2.6.2 NICE Vision
- 3.2.6.3 NICE Situator/Orsus
- 3.2.6.4 Starwatch CIV
- 3.2.6.5 ADPRO Video Central Gold
- 3.2.6.6 Windows XP and /, Windows server 2003 and 2008

## **4. THE BROAD SCOPE OF PROCUREMENT**

- 4.1 The access control system is now operating and linked to the Nerve Centre via the WAN and is controlled and managed with a master database (Starwatch CIV) situated at 96 Rissik Street JHB.
- 4.2 The services required are to conduct repairs as and when required to ensure sustainable integration and connectivity to the Nerve Centres from all equipment and applications. Any deviation from the type of service required will not be entertained
- 4.3 The service provider must be able to perform new requests that might arise during the contract.
- 4.4 Attached as Annexure A is a list of other services that may be required in addition to the repair services.
- 4.5 During call outs the service providers will be required to perform tasks listed in Annexure B on equipment reported faulty

- 4.6 In certain instances bidders will be required to supply spares to ensure total operation of the system. In this event TFR intends paying a market related price for the replacement spares with a declared mark-up
- 4.7 Bidders are required to stipulate their preferred mark up and hourly labour cost
- 4.8 Bidders are to indicate previous experience on working and maintaining the specific equipment as stated in Annexure A. Including the size of installation and amount of equipment
- 4.9 The successful bidder will be required to provide detailed technical reports of all repairs conducted
- 4.10 Must have the level of experience necessary to deliver the full scope of services as required

## 5. REQUIREMENTS

- 5.1 Proof of company registration with PSIRA
- 5.2 Proof of certification as a competent integrator of NICE Vision (Business Partners must provide certification of accreditation)
- 5.3 Proof of certification as a competent integrator of NICE Situator (Business Partners must provide certification of accreditation)
- 5.4 Proof of certification as a competent integrator of Orsus (Business Partners must provide certification of accreditation)
- 5.5 Proof of certification as a competent integrator of Starwatch (Business Partners must provide certification of accreditation)
- 5.6 Previous similar assignments (provide proof of past experience by means of reference and completion certificate)

## 6. SUPPORT STRATEGY

- 6.1 Bidders are encouraged to provide detailed support strategy highlighting how they will meet the level of service required by Transnet Freight Rail.
- 6.2 The strategy should indicate the following:-
  - 6.2.1 System repairs plan
  - 6.2.2 Team structure
  - 6.2.3 Fault logging procedures
  - 6.2.4 Incident Management
  - 6.2.5 Response time when a call is logged for High risk, Medium risk and low risk faults
  - 6.2.6 Standby escalations
  - 6.2.7 Quality assurance plan
  - 6.2.8 Detailed Maintenance Plan

**7. RESOURCES REQUIRED PER REGION**

Transnet Freight Rail requires resources below to be allocated per region for the duration of the contract:

- 7.1 1 x Operations Manager
- 7.2 1 x Technical Specialist
- 7.3 1 x Technician

**8. OVERVIEW OF EQUIPMENT PER SITE**

<b>96 Rissik</b>	<b>Make</b>	<b>Model</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140 (NICE AMS)			1
Proliant DL38'0 G5 Xeon DC 5140 (Orsus)			1
16 Channel NVR			1
Access control MCU (Starwatch CIV database)			1
Workstations			8
Monitors			24
KVM switches			8
Network Switch			3
Server Rack			3
Magnetic lock	BEL600s	600BS	47
Card Reader	HID	6005BKB00	76
Indoor Static Dome Camera	VISTA	VRD4V9C	38
Outdoor cameras	VISTA	VRD4V9C	10
Break Glass unit		76BF371F	35
Door closers			37
Static Housing Camera	PELCO	FSTAB7	9
1 to 1 Video Intercom			1
1 to 4 Video Intercom			1
Access Controller	Star Net	SABRE II	9
ACPs			9
TDEMS			9
IOM			2
DB Box			1
High Speed Dome PTZ			3
Key Box (Wall Safe)			1
Power Supply Unit 12VDC, 18AH			9
Traffic Light			4
Motorised sliding gate			2
Cubicle			2
Push Button			2
16-Way Switch	Planet		1

<b>39 Wolmaraans</b>	<b>Make</b>	<b>Model</b>	<b>Quantity</b>
Magnetic lock	BEL600s	600BS	11
Card Reader	HID	6005BKB00	24



Indoor Dome Camera	VISTA	VRD4V9C	18
Outdoor dome camera	VISTA	VRD4V9C	2
Break Glass unit		76BF371F	11
Door closers			11
Booms			2
Static Housing Camera	PELCO	FSTAB7	7
Access Controller	Star Net	SABRE II	10
ACP			3
TDEM			3
Power Supply Unit 12VDC, 18AH			4
MCU			1
PC & Screen			1
16-Way Switch	Planet		1
43 U Rack Cabinet			1
UPS 3 KVA, 30 Min Back-up	UPS	3000VA	1
Port Expander			1

Inyanda House 1, Parktown, JHB	Make	Model	Quantity
Maglock	BEL600s	600BS	68
Card Reader	HID	6005BKB00	124
Break Glass unit		76BF371F	68
Door closer			22
Indoor Static Camera	PELCO	FSTAB7	66
Outdoor Static Camera	PELCO	FSTAB7	8
Access Controller	Star Net		10
ACPs			10
TDEM			27
IOM			2
PTZ			2
Power Supply Unit Complete with 12VDC and 24 VAC			12
Intercom			1
Booms			2
MCU			1
16-Way Switch	Planet		2
43 U Rack Cabinet 600mm			3
UPS Rack mount		QP3 1 KVA	2
Dome 1/3 480 TVL, 0.5 lux (F1.2)	Samsung		14

Inyanda House 2, Parktown	Make	Model	Quantity
Maglock	BEL600s	600BS	40
Card Reader	HID	6005BKB00	78
Indoor Static Dome Camera	Pelco		57
Outdoor dome camera	Pelco		15
PTZ	Pelco	Spectra IV	1
Break Glass unit		76BF371F	40
Static Housing Camera	PELCO	FSTAB7	4
Access Controller	Star Net		10
ACP			10
TDEM			12

IOM			6
MCU			1
Audio Intercom			1
Power Supply Unit 12VDC, 18AH			11
Network Video Recorder	NVR9000	NICE	2
Booms			2
Manually controlled boom			1
24 PORT Switch			10
4U enclosure with patch panel			6
43 U Rack Cabinet 600mm			1
UPS			1
<b>Inyanda House 3 Parktown</b>	<b>Make</b>	<b>Model</b>	<b>Quantity</b>
Maglock	BEL600s	600BS	18
Card Reader	HID	6005BKB00	40
Indoor Static Dome Camera	Pelco		45
PTZ	Pelco	Spectra IV	1
Break Glass unit		76BF371F	18
Static Housing Camera	PELCO	PS5AB7	4
Access Controller	Star Net		6
ACP			6
TDEM			6
MCU			1
Key box			1
Power Supply Unit 12VDC, 18AH			11
Network Video Recorder	NVR9000	NICE	2
24 PORT Switch			7
4U enclosure with patch panel			7
43 U Rack Cabinet 600mm			1
UPS		QP3010 - 1 KVA	1
<b>Inyanda House 4 Parktown</b>	<b>Make</b>	<b>Model</b>	<b>Quantity</b>
Maglock	BEL600s	600BS	20
Card Reader	HID	6005BKB00	40
Indoor Static Dome Camera	Pelco		41
Outdoor dome camera	Pelco		5
PTZ	Pelco	Spectra IV	1
Break Glass unit		76BF371F	20
Access Controller	Star Net		5
ACP			5
TDEM			8
IOM			6
Power Supply Unit 12VDC and 24VAC			5
Network Video Recorder	NVR9000	NICE	2
Booms			2
24 PORT Switch			5
4U enclosure with patch panel			5
43 U Rack Cabinet 600mm			1

UPS		QP3010 - 1 KVA	1
<b>Empangeni Nerve Centre (Malahle House)</b>	<b>Make</b>	<b>Model</b>	<b>Qty</b>
NICE AMS	Proliant	HP	1
Orsus	Proliant	HP	1
NICE NVR		NVR 9000	2
Workstations			4
Monitors			12
KVM switches			1
Network Switch			6
Server Rack			1
Magnetic lock	BEL600s	600BS	21
Card Reader	HID	6005BKB00	44
Indoor Static Dome Camera	Pelco		30
Outdoor cameras	Pelco		22
Break Glass unit		76BF371F	21
Door closers			21
1 to 1 Video Intercom			1
Access Controller	Star Net	SABRE II	6
ACPs			6
TDEMS			9
IOM			5
DB Box			1
Power Supply Unit 12VDC, 18AH			6
UPS 3 KVA, 30 Min Back-up	UPS	3000VA	1
Boom gate			1
<b>Cape Town Nerve Centre (Transnet Park)</b>	<b>Make</b>	<b>Model</b>	<b>Qty</b>
Cape Town Nerve Centre (Transnet Park)			
NICE AMS	Proliant	HP	1
Orsus	Proliant	HP	1
NICE NVR		NVR 9000	2
Workstations			5
Monitors			15
KVM switches			1
Network Switch			8
Server Rack			1
Magnetic lock	BEL600s	600BS	41
Card Reader	HID	6005BKB00	82
Indoor Static Dome Camera	Pelco		41
Outdoor cameras	Pelco		6
Break Glass unit		76BF371F	41
Door closers			41
Access Controller	Star Net	SABRE II	7
ACPs			7
TDEMS			14
DB Box			1
Power Supply Unit 12VDC, 18AH			7
UPS 3 KVA, 30 Min Back-up	UPS	3000VA	1

<b>Port Elizabeth Badging station</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m

<b>Cape Town Nerve Centre</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m

<b>East London</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m

<b>Bloemfontein</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1

3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Loliwe House</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Esselenpark</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Kimberly</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Ladysmith</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1

Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Nelspruit</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Polokwane</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Pretoria</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Leeuhof</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1

Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Witbank</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Sentrarand</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>City Deep</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U Adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Johannesburg Nerve Centre</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140 (Starwatch CV)	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U Adler 600 x 1000	1

Cable power twin plus earth	50m
CAT 6	80m
<b>Empangeni Nerve Centre</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140 (Starwatch CV)	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U Adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m

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**ANNEXURE A**

**OTHER SERVICES THAT MIGHT BE REQUESTED IN ADDITION TO REPAIRS**

Item	Other services that might be requested in addition to repairs
CCTV and access control	<ol style="list-style-type: none"><li>1. Upgrade applications to run on MS Win 7 and 2008</li><li>2. Technical Training on applications (Certified)</li><li>3. Remove equipment from sites that are renovated</li><li>4. New installations</li><li>5. Check status of air conditioners in the Nerve Centres and Mini control rooms</li></ol>

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**ANNEXURE B**

**GENERAL CHECKS ON EQUIPMENT REPORTED FAULTY**

Item	During a call out perform task below on equipment repaired
CCTV	<p>Clean and refocus camera repaired</p> <ol style="list-style-type: none"> <li>1. Check for a change on lighting levels and advise if lighting is required</li> <li>2. Check camera mountings for failure and tampering</li> <li>3. Visibly check cable for tampering and disrepair</li> <li>4. Check image quality and ensure that the camera is recording</li> <li>5. Check general status of camera and report imperfections</li> <li>6. If camera is a PTZ ensure that it is on pattern and able to be pan, tilt, zoom</li> <li>7. Ensure that the camera time in on synchronised</li> <li>8. Check battery backup and UPSs</li> <li>9. Cable tie loose cables</li> <li>10. Ping camera and check response time</li> <li>11. Backup databases</li> <li>12. Check status of all NVRs</li> <li>13. Check status of the AMS</li> <li>14. Check status of power supplies and UPSs</li> <li>15. Check status of all workstations</li> <li>16. Check databases and storage facilities</li> </ol>
Access Control	<ol style="list-style-type: none"> <li>1. Ensure that the access controller repaired record events</li> <li>2. Access all RTU and interrogate for faults</li> <li>3. Back up Database</li> <li>4. Ensure that antivirus definitions are running</li> <li>5. Visibly inspect all cables for tampering and general disrepair</li> <li>6. Lubricate equipment where necessary</li> <li>7. Clean equipment</li> <li>8. Check status of all RTUs</li> <li>9. Check status of all MCUs</li> <li>10. Check status of ACP, TDEM, IOM, door contact and MCU</li> <li>11. Check status of card printer</li> <li>12. Check status of readers</li> <li>13. Check status of break glass, magnetic lock and door closer</li> <li>14. Check status of PSU and UPS</li> <li>15. Check status of boom gate, roller shutter and sliding gate</li> <li>16. Check status of opening and closing safety beams</li> <li>17. Check that portals can be locked and unlocked remotely</li> <li>18. Check data base and general system functionality</li> <li>19. Ensure that all systems are in synch in terms of time</li> <li>20. Database backup</li> </ol>

Mini Control rooms	<ol style="list-style-type: none"><li>1. Ensure that the database is up to date and back it up</li><li>2. Ensure server are online and replicating data</li><li>3. Ensure that the publisher server is online and replicating data</li><li>4. Check status of data card printers</li><li>5. Check status of the badging system</li><li>6. Clean the equipment</li><li>7. Visibly check cable for tampering and disrepair</li><li>8. Ensure that the Starwatch application is running</li><li>9. Ensure that the badging system connects to the server</li></ol>
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**ANNEXURE C****Confirmation of Sites Tendered for.**

NAME OF SITE	REGION	AREA	CONFIRMATION (please tick only areas which you are tendering for)
96 Rissk	Central	Johannesburg	
39 Wolmaraans	Central	Johannesburg	
Inyanda 1	Central	Johannesburg	
Inyanda 2	Central	Johannesburg	
Inyanda 3	Central	Johannesburg	
Inyanda 4	Central	Johannesburg	
School of Rail	Central	Esselenpark	
Security Station	Central	Ladysmith	
Loliwe House	Central	Durban, Bayhead	
Security Station	Central	Polokwane	
Nzasm Building	Central	Pretoria	
Infra	Central	Leeuhof	
Secondary Tower	Central	Seitrarand	
Admin Building	Central	City Deep	
Security Station	Western	Kimberly	
Transnet Park	Western	Cape Town, Bellville	
FC Sturrock	Western	Port Elizabeth	
Security station	Western	Bloemfontein	
Security station	Western	East London	
Security station	Eastern	Nelspruit	
Malahle House	Eastern	Empangeni	
Security station	Eastern	Witbank	

"PREVIEW COPY ONLY"

**RFQ FOR THE REPAIRS OF ELECTRONIC ACCESS CONTROL AND CCTV SURVEILLANCE SYSTEMS  
AT SELECTED CORPORATE OFFICES NATIONALLY ON AN AS AND WHEN REQUIRED BASIS FOR  
A PERIOD OF FIVE (5) MONTHS**

**CLOSING VENUE: The office of the Secretariat, Transnet Freight Rail Acquisition Council,  
Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown.**

**CLOSING DATE & TIME: 16 August 2016**

**VALIDITY PERIOD: 22 December 2016**

**SECTION 2**

**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

**1 Evaluation Criteria**

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

<b>Criterion/Criteria</b>	<b>Explanation</b>
<b>Administrative responsiveness</b>	<ul style="list-style-type: none"> <li>• Completeness of response and returnable documents</li> <li>• Letter of good standing</li> <li>• Proof of registration with National Treasury Central Supplier Data base</li> <li>• Detailed support strategy (repairs plan)</li> </ul>
<b>Substantive responsiveness</b>	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <ul style="list-style-type: none"> <li>• Proof of company registration with PSIRA</li> <li>• Proof of certification as a competent integrator of NICE Vision (Business Partners must provide certification of accreditation)</li> <li>• Proof of certification as a competent integrator of NICE Situator (Business Partners must provide certification of accreditation)</li> <li>• Proof of certification as a competent integrator of Orsus (Business Partners must provide certification of accreditation)</li> <li>• Proof of certification as a competent integrator of Starwatch (Business Partners must provide certification of accreditation)</li> </ul>
<b>Technical Pre-Qualifying Criteria/ Functionality Threshold 75%</b>	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage of <b>75%</b>. <b>Transnet reserves the right to lower the Technical threshold to 60%, should all bidders not qualify.</b></p> <ul style="list-style-type: none"> <li>• Number of Resources that will be allocated per region (Central, Eastern, Western)</li> <li>• Health and Safety Compliance ( Completion of Annexure I: Tender SHE Questionnaire and provide supporting documents)</li> </ul>

	<ul style="list-style-type: none"> <li>• Risk Register and Business Continuity Plan (see Annexure J) , Tender Bid Documents submitted comprehensively cover both Risks and Business Continuity Management clearly indicating:             <ol style="list-style-type: none"> <li>1. Risk register</li> <li>2. Risk mitigation measures, risk analysis methodology,</li> <li>3. Business Continuity Plan relevant to CCTV and electronic access control , Identification of critical processes within the project and Business Impact Analysis including:                 <ol style="list-style-type: none"> <li>3.1 Recovery Time Objective in case of any interruption that may arise</li> <li>3.2 Recovery Strategy: how will the supplier recover</li> <li>3.3 Operational dependencies e.g. Operational equipment, telephones etc needed to ensure continuity</li> <li>3.4 Alternative supply of equipment and / or supply of extra staff</li> <li>3.5 Battle box (It comprises all necessary documentation, equipment required for continuity)</li> </ol> </li> </ol> </li> <li>• Previous or Similar assignments (Provide proof of past experience by means of references and completion certificates)</li> </ul>
<p><b>Final weighted evaluation based on 90/10 preference point</b></p>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm] <b>90%</b></li> <li>• B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form. <b>10%</b></li> </ul>

**2 Validity Period**

Transnet desires a validity period of 90 [Ninety] Business Days from the 16 August 2016. This RFQ is valid until 22 December 2016.

**3 Disclosure of Prices Quoted**

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

YES  NO

Respondent's Signature

Date & Company Stamp

**4 Returnable Documents**

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
• ANNEXURE A: Technical Submission ( Other services that might be requested in addition to repairs)	
• ANNEXURE B: Technical Submission (general checks on equipment reported faulty)	
• ANNEXURE C: Confirmation of Sites rendered for	
• ANNEXURE I: SHE Management questionnaire	
• ANNEXURE J: Tender Risk Management Guideline	
• SECTION 3 : Quotation Form	
• Proof of company registration with PSIRA	
• Proof of certification as a competent integrator of Starwatch (Business Partners must provide certification of accreditation)	
• Proof of certification as a competent integrator of NICE Vision (Business Partners must provide certification of accreditation)	
• Proof of certification as a competent integrator of Orsus (Business Partners must provide certification of accreditation)	
• Proof of certification as a competent integrator of NICE Situator (Business Partners must provide certification of accreditation)	

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

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

Respondent’s Signature

Date & Company Stamp

Essential Returnable Documents	Submitted [Yes or No]
<ul style="list-style-type: none"> <li>Detailed support strategy (Repairs plan)</li> </ul>	
<ul style="list-style-type: none"> <li>SECTION 2 : Evaluation criteria and list of returnable documents</li> </ul>	
<ul style="list-style-type: none"> <li>SECTION 4 : RFQ Declaration and Breach of Law Form</li> </ul>	
<ul style="list-style-type: none"> <li>SECTION 5: CERTIFICATE OF ATTENDANCE</li> </ul>	
<ul style="list-style-type: none"> <li>Valid and original, or a certified copy, of your entity’s B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference</li> </ul>	
<ul style="list-style-type: none"> <li>Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]</li> </ul>	
<ul style="list-style-type: none"> <li>Letter of good standing</li> </ul>	
<ul style="list-style-type: none"> <li>Proof of registration with National Treasury Central Supplier Database</li> </ul>	
<ul style="list-style-type: none"> <li>ANNEXURE D : B-BBEE Preference Points Claim Form</li> </ul>	
<ul style="list-style-type: none"> <li>ANNEXURE E : Occupational Health and Safety agreement</li> </ul>	
<ul style="list-style-type: none"> <li>ANNEXURE F :Transnet Freight Rail Safety Health And Environmental (SHE) Specifications For Contractors</li> </ul>	
<ul style="list-style-type: none"> <li>ANNEXURE G : Site Access Certificate</li> </ul>	
<ul style="list-style-type: none"> <li>ANNEXURE H : Contractor Monthly SHE Report</li> </ul>	
<ul style="list-style-type: none"> <li>ANNEXURE K : Integrity pact</li> </ul>	
<ul style="list-style-type: none"> <li>ANNEXURE L : General Bids Conditions –services</li> </ul>	
<ul style="list-style-type: none"> <li>ANNEXURE M : Non-Disclosure Disagreement</li> </ul>	

**Technical Evaluation: Minimum Threshold 75% for Technical Criteria, Transnet reserves the right to lower the Technical threshold to 50%.**

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

Technical Criteria	% Weightings
Number of resources allocated per region	30%
Health and Safety Compliance (Tender SHE questionnaire and supporting documents)	20%
<ul style="list-style-type: none"> <li>Risk Management and Business continuity plan</li> </ul>	20%
<ul style="list-style-type: none"> <li>Previous or Similar assignments (Provide proof of past experience by means of references and completion certificates)</li> </ul>	30%
<b>Total Weighting:</b>	<b>100%</b>
<b>Minimum qualifying score required:</b>	<b>75%</b>

Respondent’s Signature

Date & Company Stamp



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

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

**"PREVIEW COPY ONLY"**

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Respondent's Signature

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Date & Company Stamp

**REPAIRS OF ELECTRONIC ACCESS CONTROL (STAR WATCH CIV), ID CARD BADGING SYSTEM (STAR WATCH CV), CCTV SURVEILLANCE (NICE VISION) COMMAND AND CONTROL SYSTEMS (NICE SITUATOR AND ORSUS) AT SELECTED CORPORATE OFFICES NATIONALLY ON AN "AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF FIVE (05) MONTHS**

**ANNEXURE D: 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 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the Bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

**2. GENERAL DEFINITIONS**

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"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 Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

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

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes

- 4.6 Of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised
- 4.7 Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.8 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.9 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.10 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.
- 4.11 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.
- 4.12 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.
- 4.13 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.
- 4.14 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.15 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or Documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

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

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 10 points]

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

**5.2 Subcontracting:**

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

If YES, indicate:

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

**5.3 Declaration with regard to Company/Firm**

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

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

(v) Describe Principal Business Activities

.....  
 .....

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g Transporter, etc

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

Respondent's Signature

Date & Company Stamp

**BID DECLARATION**

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

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

**WITNESSES:**

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

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS: .....

Respondent’s Signature

Date & Company Stamp

**SECTION 3  
QUOTATION FORM**

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

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

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

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

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

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

**Price Schedule**

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

Labour and rates shall be completed as per the schedule of pricing schedule below:-

<b>Rates Per Discipline</b>				
<b>Position</b>	<b>Normal Hours 07:00 – 17:00</b>	<b>After Hours</b>	<b>Weekends</b>	<b>Sundays and Holidays</b>
Operations Manager				
Technical Specialist				
Technician				
<b>Travel per kilometer</b>				

\_\_\_\_\_  
Respondent’s Signature

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



Mark-up on spare procurement	
Value of item or service	Mark-up percentage
R0 to R 5 000	
R 5 001 to R10 000	
R 10 001 to R 50 000	
Over R50 000	

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

**Notes to Pricing:**

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

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

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

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

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

Respondent’s Signature

Date & Company Stamp

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

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

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

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

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

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

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

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

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

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

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

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

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

\_\_\_\_\_

Respondent’s Signature

Date & Company Stamp

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

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

**BREACH OF LAW**

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

NATURE OF BREACH:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Respondent's Signature

Date & Company Stamp

**SECTION 5:**

**CERTIFICATE OF ATTENDANCE OF COMPULSORY SITE MEETING**

**COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:**

Venue : **15 Girton Road Inyanda House 2, Bombela boardroom, Parktown**  
Time : **10:00 AM**  
Date : **08 August 2016**

**ATTENDANCE CERTIFICATE**

This is to certify that .....

Representative(s) of..... *[Name of entity]*

Have/has attended the site meeting / RFQ briefing in respect of the proposed Goods to be supplied in terms of this RFQ.

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

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

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

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

EMAI: \_\_\_\_\_

**VERY IMPORTANT**

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

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

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

**Annexure E**

OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 (AS AMENDED)

**AGREEMENT WITH MANDATORY**

In terms of Section 37(1) & (2)

**WRITTEN AGREEMENT ENTERED INTO AND BETWEEN**

**Transnet Freight Rail**

(Hereinafter referred to as the Employee)

**AND**

\_\_\_\_\_

(Hereinafter referred to as Mandatory (Principal Contractor))

**Compensation Fund Number :**

**Project Name :**

**"PREVIEW COPY ONLY"**

**NOTE: AGREEMENT WITH THE MANDATORY TO BE COMPLETED IN BLACK INK AND EACH PAGE AND CHANGE TO BE INITIATED.**

Respondent's Signature

Date & Company Stamp

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- 27. NON COMPLINCE**
- 28. HEADING**

**“PREVIEW COPY ONLY”**

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Respondent's Signature

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Date & Company Stamp

**PREAMBLE**

**WHEREAS** section 37(1) & (2) of the Occupational Health and Safety Act No 85 of 1993 ("the Act") requires that parties have an agreement in writing to ensure compliance by a mandatory in line with the provisions of the Act.

**AND WHEREAS** Transnet Freight Rail ("TFR") requires the services of the Contractors to execute certain projects within its workshops.

**AND WHEREAS** TFR can be better served by Contractors who have the infrastructure, specialist employees and expertise to execute such projects at the highest level of efficiency on short notice.

**NOW THEREFORE the parties agree as follows;**

**1. DEFINITIONS**

For the purpose of this agreement, unless the context indicates otherwise, the following definitions are set out for the terms indicated:

- 1.1 **"Act"** means the Occupational Health and Safety Act No 85 of 1993;
- 1.2 **"Agreement"** means this Mandatory agreement;
- 1.3 **"Contractor "** means the Mandatory;
- 1.4 **"COID Act"** means the Compensation for Occupational Injuries and Diseases Act No 130 of 1993.
- 1.5 **"Effective Date"** means the date of signature of this Agreement by the last party signing hereto;
- 1.6 **"Employer"** refers to TFR;
- 1.7 **"Main Contract"** means the main contract whereby the supplier has to provide services to TFR.
- 1.8 **"Mandatory"** means an agent, Contractor or sub-contractor for work, but without derogating from the status in his own right as an employer or user;
- 1.9 **"Parties"** means TFR and the Contractor, and **"Party"** shall mean either one of them, as the context indicates;
- 1.10 **"Regulations"** means regulations promulgated in terms of the relevant legislation.
- 1.11 **"Section"** means the relevant section of the Occupational Health and Safety Act No 85 of 1993
- 1.12 **"Services"** means the services to be provided by the Contractor to TFR.
- 1.13 **"TFR"** means Transnet Freight Rail, a division of Transnet SOC Limited (Registration No. **1990/000900/06**), a public company incorporated in accordance with the company laws of the Republic of South Africa;



## 2. INTERPRETATION

- 2.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 2.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "Definitions" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 2.3 A reference to the singular incorporates a reference to the plural and vice versa.
- 2.4 A reference to natural persons incorporates a reference to legal persons and vice versa.
- 2.5 A reference to a particular gender incorporates a reference to the other gender.

## 3. REPORTING

- 3.1 The Mandatary and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") shall report to the Risk Manager and/or a Project Manager and/or a representative designated by the Employer prior to commencing the work at the premises of the Employer.

## 4. WARRANTY OF COMPLIANCE

- 4.1 In terms of this Agreement the Mandatary warrants that he agrees to any of the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the OHS Act.
- 4.2 The Mandatary further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the said Agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 4.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his activities and that of his employees.

## 5. APPOINTMENTS AND TRAINING

- 5.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work is to be performed under his responsibility. Copies of any appointments made by the Mandatary shall immediately be provided to the Employer.
- 5.2 The Mandatary shall further ensure that all his employees are trained on the health and safety aspects relating to the work to be done on the premises of the Employer and that

they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

- 5.3 Notwithstanding the provisions of the above, the Mandatary shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

## 6. SUPERVISION, DISCIPLINE AND REPORTING

- 6.1 The Mandatary shall ensure that all work performed on the Employer's a premise is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.
- 6.2 The Mandatary shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of such conditions and that he in turn immediately reports these to the Employer and/or his representative.

## 7. ACCESS TO THE OHS ACT

- 7.1 The Mandatary shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatary and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

## 8. COOPERATION

- 8.1 The Mandatary and/or his responsible persons and employees shall provide full cooperation and information if and when the Employer or his representative inquiries into any occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his responsible persons shall make available to the Employer and his representative, on request, all and/or any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.

## 9. WORK PROCEDURES

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment. The Mandatary shall then ensure that his responsible persons and employees are familiar with such mitigation measures.
- 9.2 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made

conversant with such other safe work practices as prescribed by the Employer and that his responsible persons and employees adhere to such safe work practices.

- 9.3 The Mandatary shall ensure that work for which any permit is required by the Employer is not performed by his employees prior to the Employer obtaining such permit from the Mandatary.

## 10. HEALTH AND SAFETY MEETINGS

- 10.1 If required in terms of the OHS Act, the Mandatary shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, provide health and safety representatives to attend the Employer's health and safety committee meetings.

## 11. COMPENSATION REGISTRATION

- 11.1 The Mandatary shall ensure that he has a valid proof of registration with the Compensation Commissioner, as required in terms of **COID Act**, and that all payments owing to the Commissioner are discharged. The Mandatary shall further ensure that the cover remain in force while any such employee is present on the premises.

## 12. MEDICAL EXAMINATIONS

- 12.1 The Mandatary shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

## 13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.
- 13.2 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

## 14. SUBCONTRACTORS

- 14.1 The Mandatary shall notify the Employer of any subcontractor he may wish to perform work on his behalf on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.1.1 The Mandatary shall ensure that training as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
- 14.1.2 The Mandatary shall ensure that work performed by the subcontractor is done under his strict supervision, discipline and reporting.
- 14.1.3 The Mandatary shall inform the Employer of any health and safety hazards and/or issue that the subcontractor may have brought to his attention.

- 14.1.4 The Mandatary shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

## 15. SECURITY AND ACCESS

- 15.1 The Mandatary and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatary shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- 15.2 The Mandatary and his employees shall not enter any area of the premises that is not directly associated with their work.
- 15.3 The Mandatary shall ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the Employer's premises.

## 16. FIRE PRECAUTIONS AND FACILITIES

- 16.1 The Mandatary shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the Parties may mutually make arrangements for the provision of such facilities.
- 16.2 The Mandatary shall further ensure that all his employees are familiar with fire precautions at the premises, which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

## 17. ABLUTION FACILITIES

- 17.1 The Mandatary shall ensure that an adequate supply of ablution facilities are provided for his employees performing work on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

## 18. HYGIENE AND CLEANLINESS

- 18.1 The Mandatary shall ensure that the work site and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

## 19. NO NUISANCE

- 19.1 The Mandatary shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.

- 19.2 The Mandatary shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatary or any tenants. Where such situations are unavoidable, the Mandatary shall give prior notice to the Employer.

## 20. INTOXICATION NOT ALLOWED

- 20.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

## 21. PERSONAL PROTECTIVE EQUIPMENT

- 21.1 The Mandatary shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

## 22. PLANT, MACHINERY AND EQUIPMENT

- 22.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 22.2 In accordance with the provisions of Section 10(1) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks in terms of health and safety when properly used.

## 23. NO USAGE OF THE EMPLOYER'S EQUIPMENT

- 23.1 The Mandatary hereby acknowledges that his employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of such materials, machinery or equipment, have access thereto.

## 24. TRANSPORT

- 24.1 The Mandatary shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. The Mandatary shall ensure that all drivers shall have relevant and valid driving licenses and the Mandatary shall ensure that no vehicle/s shall carry passengers unless it is specifically designed to do and that all drivers shall adhere to the speed limits and road signs on the premises at all times.
- 24.2 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

**25. CLARIFICATION**

25.1 In the event that the Mandatory requires clarification of any of the terms or provisions of this Agreement, he should take the necessary steps to contact the Risk Manager of the Employer to obtain such clarification.

**26. DURATION OF AGREEMENT**

26.1 This Agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or while any of the Mandatory’s employees are present on the Employer’s premises.

**27. NON COMPLIANCE WITH THE AGREEMENT**

27.1 If the Mandatory fails to comply with any provisions of this Agreement, the Employer shall be entitled to give the mandatory 7 (seven) days written notice to remedy such non-compliance and if the Mandatory fails to comply with such notice, then the Employer shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the mandatory may have in law,

271.1 To suspend the main Agreement; or

27.1.2 To claim immediate performance and/or payment of such obligations.

27.2 Should mandatory continue to breach the contract on three occasions, then the Employer is authorised to suspend the main contract without complying with the condition stated in the clause above.

**28. HEADINGS**

The headings as contained in this Agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this Agreement.

**"PREVIEW COPY ONLY"**

Respondent’s Signature

Date & Company Stamp

**Thus done and signed**

At \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
**For and on behalf of the Employer**

**Witnesses:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

At \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
**For and on behalf of the Mandatary**

**Witnesses:**

- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**"PREVIEW COPY ONLY"**

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

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

**ANNEXURE F**

**TRANSNET FREIGHT RAIL SAFETY HEALTH AND ENVIRONMENTAL (SHE) SPECIFICATIONS FOR CONTRACTORS**

<b>PROJECT NAME:</b>		
<b>CONTRACT NUMBER:</b>		
<b>PROJECT SCOPE:</b>		
<b>PROJECT LOCATION:</b>		
<b>PROJECT DURATION:</b>		
<b>PROJECT MANAGER:</b>		
<b>TFR CONTRACT REPRESENTATIVE / TECHNICAL OFFICER:</b>		
<b>AGENT:</b>	N/A	
<b>SHE SPECIFICATION APPROVAL</b>		
	<b>NAME:</b>	<b>SIGNATURE:</b>
<b>PROJECT MANAGER / TFR CONTRACT REPRESENTATIVE / TFR AGENT</b>		..... <b>DATE:</b>
<b>RISK / ENVIRONMENTAL SPECIALIST</b>		..... <b>DATE:</b>
<b>SAFETY SPECIALIST / MANAGER</b>		..... <b>DATE:</b>

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp



## 1. Introduction

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

## 2 Purpose

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

## 3 Scope and Application

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

## 4 General

4.1 The Principal Contractor and Transnet Freight Rail are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (herein referred as the OHS Act) and applicable Regulations.

4.2 The Principal Contractor accepts, in terms of the General Conditions of Contract and in terms of the OHS Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. The Principal Contractor shall, before commencement with the execution of the contract work, comply with the provisions set out in the OHS Act, and shall implement and maintain a SHE Plan approved by Transnet Freight Rail, on the Site and place of work for the duration of the contract .

4.3 The Principal Contractor accepts his obligation with complying to the OHS Act and applicable Regulations notwithstanding the omission of some of the provisions of the OHS Act and the Regulations from this document.

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

4.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

## 5. Section 37(2) Agreements

5.1 Transnet Freight Rail and the Principal Contractor shall enter into an agreement in terms of section 37(2) of the Occupational Health and Safety Act to the arrangements and procedures between them to ensure compliance by the Principal Contractor with the provisions of the OHS Act.

5.2 The agreement shall be completed and signed by the Principal Contractor mandated representative as soon as possible and returned to the relevant TFR Project Manager / TFR Contract Representative for his/her signature on behalf of TFR.

5.3 The Principal Contractor shall enter into a Section 37(2) Agreement with their respective sub-contractors. Signed copy of such agreement must be kept on the Contractor's SHE file.

## 6. Definitions

6.1 In this Specification the definitions as listed in the Occupational Health and Safety Act 85 of 1993 and Construction Regulations, 2014 shall apply, unless the context otherwise indicates:

6.2 **"construction Work"**, which, in terms of the Construction Regulations, 2014 means any work in connection with:

- a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- b) the, construction, erection maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or the moving of earth, clearing of land, the making of an excavation, piling or any similar civil engineering structure; or any similar type of work.

6.3 **"competent person "**means a person who-

- a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- b) is familiar with the Act and with the applicable regulations made under the Act;

6.4 **"contractor"** means an employer who performs construction work, and includes a principal contractor (principal contractor and subcontractor);

6.5 **"fall protection plan "**means a documented plan, which includes and provides for-

- a) all risks relating to working from a fall risk position, considering the nature of work undertaken;
- b) the procedures and methods to be applied in order to eliminate the risk of falling; and
- c) a rescue plan and procedures

6.6 **"Safety, Health and Environmental (SHE) File"** means a file or other record in permanent form, containing the information required to be kept on site in accordance with the OHS Act and applicable Regulations;

6.7 **"health and safety (SHE) plan"** means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

6.8 **"risk assessment"** means a programme to determine any risk associated with any hazard at a work site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

6.9 **"principal contractor"** means an employer appointed by the client to perform construction work

6.10 **"TFR"** means Transnet Freight Rail, a division of Transnet SOC Ltd (Registration No. 1990/000900/06), a public company incorporated in accordance with the company laws of the Republic of South Africa

6.11 **"TFR Contract Representative"** TFR employee appointed to liaise with the contractor to ensure that the specifications of the contract are met (with special emphasis on safety, technical specifications, inspection of quality and quantity of work). It includes a Technical Officer, Security Depot Manager, Senior Protection Officer, Leading Protection Officer, Maintenance Supervisor's etc.

## 7. Notification of Construction Work

7.1 The Contractor who intends to carry out any construction work other than work where a Construction Work Permit is required, must at least 7 days before carrying out such work, notify the Provincial Director of the Department of Labour in writing in the construction work:-

- (a) includes excavation work
- (b) includes working at a height where there is a risk of a person falling;
- (c) includes the demolition of a structure; or
- (d) includes the use of explosives to perform construction work,

7.2 The notification to the Provincial Director shall be on a form similar to Annexure 2 of the Construction Regulations, 2014. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, TFR Contract Representative/Technical Officer or employee.

## 8. Letter of Good Standing

8.1 The Principal Contractor shall submit proof of registration and Letter of Good Standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Diseases Act , 1993 (Act No. 130 of 1993) for his company and each of his sub-contractors'.

8.2 No contractor may do any work for TFR without a valid letter of good standing. The Principal Contractor must ensure that the Letter of Good Standing remains valid for the duration of the contract period.

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

## 9. Management and Supervision

9.1 The Principal Contractor and all subcontractors shall submit a SHE organogram outlining the site SHE management structure including the relevant appointments/competent persons or the intended appointments where such appointments have not been made.

9.2 The Principal Contractor shall, in accordance with the OHS Act and applicable Regulations, make all the necessary appointments of competent persons in writing. Copies should also be retained on the SHE file.

9.3 In case of construction work, additional appointments must be made in terms of the Construction Regulations:

9.3.1 **Construction Manager** appointed fulltime on a single site with the duty of managing all the construction work including the duty of ensuring occupational health and safety compliance. The appointed construction manager may not manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

9.3.2 A Principal Contractor must upon having considered the size of the project, in writing appoint one or more **Assistant Construction Managers** for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

9.3.3 A Construction Manager must in writing appoint **Construction Supervisors** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

9.3.4 No Construction Supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated under on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

9.3.5 A Contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.

9.3.6 A Contractor shall in writing appoint a full-time or part-time **Construction Health and Safety Officer** in writing to assist in the control of all health and safety related aspects on the site. (The Construction Health and Safety Officer must be registered with the SACPCMP as from 07 August 2015).

9.3.7 The Construction Safety Officer shall have sound knowledge of the Occupational Health and Safety Act and its regulations, National Environmental Management Act, and associate environmental requirements such as Waste and Water Acts and sound knowledge of Hazard Identification and Risk Management processes

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

## **10. SHE Committee Meetings and SHE Representatives**

10.1 The Principal Contractor and subcontractors shall appoint SHE Representative/s in writing after consultation with employees and ensure that they are trained in performing their duties.

10.2 SHE Representatives duties shall include inspections of the workplace, taking part in incident investigations, risk assessments, attending SHE Committee meetings etc. Records of monthly inspections of SHE Representatives must be kept on the SHE file.

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

10.4 The Principal Contractor must ensure that a project/site SHE Committee meeting is held monthly and minutes of such meeting shall be recorded and records kept on the SHE file. The Principal Contractor representative and appointed SHE representatives shall attend the monthly SHE Committee meeting.

10.5 The TFR Contract Representative/Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's health and safety committee as an observer.

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

## **11. SHE Audits and Contractor Monthly Reports**

11.1 The TFR Contract Representative/Technical Officer or his deputy shall ensure that the Principal Contractor's SHE Plan is audited at intervals mutually agreed to between them, but at least once every month to ensure that the SHE Plan is implemented and maintained on site.

11.2 TFR Safety Officers / Specialists shall at all reasonable times be allowed access to the work sites, the Principal Contractor site offices and tool-sheds to inspect the Principal Contractor's and its subcontractor's tools, equipment, registers and workplace.

11.3 Should any non-compliances or contraventions to the TFR safety requirements, legal requirements, this specification or the principal contractor's SHE Plan be identified, such non-compliances or contraventions shall be rectified by the contractor at its cost immediately or within a period specified by the TFR Contract Representative/Technical Officer, his deputy, or TFR Safety Officers / Specialists.

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Respondent's Signature

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Date & Company Stamp

11.4 Should the Principal Contractor refuse or fail to rectify such non-compliances or contraventions, TFR may take remedial action at the Principal Contractor's cost as it may deem necessary to ensure safety at the TFR sites at all times.

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

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

11.7 The Monthly safety performance report shall be compiled in terms of Annexure 2 or in any format that the Principal Contractor has as long as it includes all items listed in Annexure 2.

## **12. Training, Competence and Awareness**

### **12.1 Induction Training**

12.1.1 The Principal Contractor shall ensure that all his employees and subcontractors employees undergo a TFR SHE Induction with regard to the general hazards prevalent on the site, rules and regulations, and other related aspects before commencing work. It is the responsibility of the contractor to inform TFR whenever new employees are appointed after the initial induction was conducted.

12.1.2 In addition to the TFR SHE induction, it is the responsibility of the Principal Contractor to develop and implement a site specific SHE Induction programme, a job specific induction programme and a general employee SHE awareness programme, to develop awareness amongst employees on the generic SHE issues associated with the scope of work and the specific environmental issues in question.

12.1.3 The Principal Contractor shall ensure that all visitors and suppliers to the site undergo and comply with Principal Contractor's site-specific safety induction requirement prior to being allowed access to site. All visitors and suppliers shall sign the attendance register.

12.1.4 All visitors and suppliers shall wear the necessary personal protective equipment whilst on site and shall remain in the care of the host who understand the scope of work and associated risks.

12.1.5 The Principal Contractor shall maintain comprehensive attendance records of SHE induction training on the SHE file.

### **12.2 Competency / Training**

12.2.1 The Principal Contractor must ensure that all his employees are adequately trained to perform the tasks allocated to them and that there is the requisite amount of supervision at all times to maintain safe work practices and standards.

12.2.2 The Principal Contractor shall identify training requirements of employees whose work may have a significant impact on their health and safety or that might create a significant impact

upon the environment and ensure that these employees will receive appropriate training. A Training matrix shall be used as a mechanism to manage and control the training of employees.

12.2.3 The Principal Contractor shall identify all training needs and incorporate the site specific training into the SHE plan.

12.2.4 Each Contractor shall be required to ensure that before an employee commences work on the project that the supervisor in control with responsibility for the employee has informed the employee of his scope of authority and any hazards associated with the work performed. This will include man-job specifications, the discussion of any standard task procedures or hazardous operational procedures to be performed by the employee

12.2.5 The Contractor is to ensure that the supervisor has satisfied himself that the employee is conversant with all hazards associated with any work to be performed by conducting task observations.

12.2.6 The Contractor must ensure that certificate/s of competence where applicable is/are provided in the SHE File.

### 12.3 Awareness Training

12.3.1 Awareness training required shall be identified for all employees on the project using the SHE Policy, the SHE Plan, the SHE programmes and procedures.

12.3.2 The Principal Contractor shall have a daily safety talk. This talk shall include subcontractor employees.

12.3.3 The talk must be brief and concise. Subject topics should be applicable to the job at hand, incidents, accidents and up-and-coming work will be discussed along with suggestions and comments. These meetings can be used as a training meeting with the central idea of educating employees.

### 13. Health and Safety Plan (SHE Plan)

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

- (a) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the OHS Act;
- (b) the execution of the contract work in such a manner as to ensure in terms of section 9 of the OHS Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;



- (c) ensuring, as far as is reasonably practical, in terms of section 37 of the OHS Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

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

13.3 The SHE Plan shall include full particulars in respect of:

- (a) Safety Management Structure arrangements i.e. Appointments to be done and how;
- (b) SHE Organisation arrangements i.e. SHE Committees, SHE Audits, Findings and Corrective Actions
- (c) Risk Management i.e. Risk Assessment frequencies, methodology
- (d) Education and Training i.e. safety induction, site / job specific training arrangements
- (e) Emergency Planning
- (f) Health and Safety Communication i.e. Toolbox talks, incident recall
- (g) Safe working methods and procedures to be implemented i.e. safe work procedures, task observation
- (h) Fall Protection Plan i.e. documented plan, training/competency, medical surveillance, rescue plan
- (i) Personal protective Equipment and Clothing
- (j) Project Security i.e. site access control and security
- (k) SHE Costs
- (l) Occupational Health i.e. Medical Surveillance, First Aid, Welfare Facilities, Substance Abuse testing, Noise, Vibration, Manual Handling etc
- (m) Environmental management
- (n) Incident Management i.e. reporting and investigation
- (o) Operational Control
- (p) Review plan of the SHE Plan

13.5 The Principal Contractor shall submit a final SHE Plan after awarding of the contract which shall be subject to the TFR Contract Representative/Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the TFR Contract Representative/Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the OHS Act and Regulations.

13.6 The Principal Contractor shall approve the SHE Plan of the subcontractor and further take reasonable steps to ensure that each subcontractor's SHE Plan is implemented and maintained on the site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between them, but at least once every month.

13.7 The Principal Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Principal Contractor's, and/or subcontractor's SHE Plan for the site or which poses a threat to the health and safety of persons.

13.8 The Contractor shall ensure that a copy of the SHE Plan is available on site for inspection by an inspector, TFR Contract Representative/Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

#### **14. Hazards Identification and Potential Hazardous Situations**

14.1 The Principal Contractor shall ensure a risk assessment is carried out by a competent person, appointed in writing, before commencement of any work and reviewed during the duration of the contract period. The Risk Assessments shall form part of the Health and Safety Plan to be applied on the site and shall include at least the following:

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

14.2 Risk assessments shall be conducted by a competent person and such person shall use a documented method to analyse and evaluate identified risk and hazards.

14.3 The Principal Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment

14.4 The risk assessment shall be reviewed when there are changes that affect the design of the structure that may affect the health, safety and environment on site or after an incident.

14.5 The principal Contractor shall ensure that all employees are to be informed, instructed and trained regarding any risks, hazard and related SHE procedures by a competent person as outlined in the risk assessment prior to commencement of work and thereafter at predetermined intervals as outlined in the monitoring plan.

14.6 The Principal Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such intervals as may be determined in the risk assessment.

14.7 The risk assessment shall be available on site for review. Where a risk assessment is not readily available or not communicated to contractor employees, the construction activities shall be stopped until such time the contractor complies.

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

14.9 The Principal Contractor shall be required to analyse his scope of work and define these critical activities. For each activity, a risk assessment shall be required which defines systems and safe work procedures that will be used in order to complete the activity safely.

14.10 Copies of all safe work procedures and proof that employees have been trained on those safe work procedures shall be kept on the SHE file.

14.11 Preliminary risk and hazard identification shall be conducted by the Principal Contractor prior to work commencement on site. Should the Client's Agent, Project Manager, TFR Contract Representative/Technical Officer or his duly nominated alternative identify hazardous activities performed by the Contractor on the site for which the Contractor has not submitted a risk assessment, the Contractor shall be required to do so before continuing with work.

## **15. Safety, Health and Environmental (SHE) File**

15.1 The Principal Contractor shall prepare a SHE file and submit to TFR Contract Representative for approval prior to commencement of work on site. The file shall include all documentation required as per the OHS Act and applicable regulations. ,

15.2 The approval time of the SHE file is at least 5 working days

15.3 The Principal Contractor shall ensure that a copy of the both his SHE File as well as any subcontractor's SHE File is kept on site and made available to an inspector of the Department of Labour, the TFR Contract Representative/Technical Officer, or subcontractor upon request.

15.4 The Principal Contractor shall hand over a consolidated SHE file to the TFR Contract Representative/Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the OHS Act and applicable Regulations include a record of all

drawings, designs, materials used and other similar information concerning the completed structure.

## 16. Occupational Health

### 16.1 Medical Surveillance Programme

16.1.1 The Principal Contractor shall ensure that all his and subcontractor employees have a valid medical certificate of fitness issued by an Occupational Health Practitioner.

16.1.2 Medical certificate of fitness must be available and be kept in the SHE file.

### 16.2 Substance Abuse

16.2.1 All Contractors must comply with the Transnet Substance Abuse Policy and Regulation 2A of the General Safety Regulations of the OHS Act.

16.2.2 No Contractor may possess, sell, offer to other persons, use, store, manufacture, transport, distribute, or transfer drugs or alcohol during work hours, on or off TFR premises.

16.2.3 TFR will not tolerate substance abuse or use which put at risk the health and safety of its employees or threatens its services to our stakeholders. It is on this basis that a contractor employee will be considered unfit for work if:

- (a) He/she is subjected to alcohol screening and/or alcohol testing and is found to have alcohol in his/her breathe and/or blood;
- (b) Refuses to undergo substance screening and/or testing;
- (c) He /she produces a positive confirmatory test for any other substances, measured by sample analysis at a registered pathological laboratory and authorised by a medical practitioner; and/or
- (d) Through observation by security personnel or TFR Contract Representative, it is evident that the contractor's physical, emotional, mental or behavioural state reflects that they are intoxicated or under the influence.

16.2.4 Any transgression of this policy will constitute a breach of the relevant contract and may result in the termination of services/contract.

16.2.5 Any contractor employee using medication that has a narcotic effect must declare before work to his / her supervisor.

### 16.3 Occupational Hygiene

16.3.1 The Principal Contractor shall conduct Health Risk Assessments of all the Occupational Hygiene / Environmental stressors (e.g. noise, dust, illumination, HCS, heat & cold stressors,

ergonomics, etc.) present in the area where they operate to determine if there is any possible worker exposure. Records of all these assessment should be documented and kept up to date.

16.3.2 The Principal Contractor shall monitor the extent to which their employees are exposed to the occupational hygiene stressors. These assessments shall be conducted by an Approved Inspection Authority as listed on the Department of Labour database. The findings from these assessments should be kept on the SHE file, communicated to all affected parties and be reported to relevant authorities.

#### 16.4 Welfare Facilities

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

16.4.2 The Principal Contractor must in addition to Facilities Regulations 2004, provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- (a) shower facilities, at least one shower facility per 15 persons
- (b) at least one sanitary facility for each sex and for every 30 workers
- (c) changing facilities for each sex; and
- (d) sheltered eating areas

16.4.3 The Principal Contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes or other suitable living accommodation, is not available.

#### 16.5 First Aid requirements

16.5.1 All Contractors shall ensure that their employees receive prompt first aid treatment in case of injury or emergency. The Contractor must have the necessary equipment and/or facility on site for treatment of injured persons.

16.5.2 Contractor shall ensure that the first aid box / boxes are available and accessible. More first aid boxes shall be provided if the risks, distance between work teams, or the working environment requires it.

16.5.3 Taking into account the type of injuries that are likely to occur on site, the nature of activities performed and the number of employees on site, the Contractor shall ensure that the first aid box contain suitable first aid equipment which includes at least the minimum contents as listed on Annexure 1 of General Safety Regulation (GSR).

16.5.4 The Contractor must ensure that trained / certificated first-aid personnel are appointed and be available on site at all times. The ratio of first aiders to employees shall be 1:50.

## 16.6 Asbestos Control

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

## 16.7 Noise

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

16.7.2 Principal Contractor shall ensure that machinery and equipment are operated at noise levels not exceeding an equivalent level of 85-dB (A) during normal working conditions.

16.7.3 Where the noise levels at the Operator position or to employees working in the vicinity exceed an equivalent level of 85-dB (A) during normal working conditions, the Principal Contractor shall take appropriate measures to reduce such levels to an equivalent level of 85-dB (A). The use of Personal Protective Equipment (PPE) should be the last resort.

16.7.4 All employees exposed to noise must be trained on the effects of exposure, precautionary measures to be taken to prevent exposure and the correct use of PPE.

16.7.5 Noise zones must be demarcated as such.

## 16.8 Vibration

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

16.8.2 Principal Contractor shall develop a good maintenance regime for tools and machinery. This may involve ensuring that tools are regularly sharpened, worn components are replaced or engines are regularly tuned and adjusted.

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

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

## 16.9 Manual Handling

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

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

### 16.10 Dust

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

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

16.10.3 Appropriate PPE should be provided to exposed employees.

### 16.11 Weather precautions

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

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

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

## 17 Incidents/Occurrences

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

17.2 TFR must be forwarded with a copy of a report of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on TFR premises.

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

17.4 The Contractor shall make available its employees to attend as witnesses when required so by TFR during an investigation into any incident where TFR believes the said contractor employees were witnesses or may assist in the investigation.

17.5 The contractor shall make available to TFR any documents required to assist in their investigation.

## 18. SHE Cost

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

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

## 19. Personal Protective Equipment (PPE)

19.1 The contractor shall ensure that all employees are provided with appropriate prescribed Personal Protective Equipment (PPE) free of charge (according to General Safety Regulations (2), suitable for the type of activities that the employees will perform.

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

19.3 The contractor shall manage the issuing of PPE and ensure that PPE is used at all times. Employees shall be trained in the proper use of PPE.

## 20. Emergency Evacuation Plan and Procedure

20.1 The Principal Contractor must establish and implement an emergency evacuation plan to ensure that in the event of fire, explosion structural collapse etc. all staff is able to evacuate the area to a demarcated areas for the purpose.

20.2 The area so selected must be demarcated and the relevant "Assembly Point" sign displayed where applicable or use TFR nearest assembly point.

20.3 An Emergency Evacuation Procedure must be drawn up; all staff members and contractors shall be given awareness training and participate in regular evacuation drills.

20.4 The Principal Contractor and its employees shall collaborate and adhere to TFR evacuation drills and requirements.

## 21. Access Control and Security

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

21.2 No Site Access Certificate will be granted to the Contractor who fails to comply with TFR minimum SHE requirements, with the SHE File not approved and without the SHE induction been concluded.

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



21.4 The Principal Contractor in collaboration with the TFR representative will ensure that proper access control is in place and functional at all times onto and out of the site. A form of access control will be issued to contractor employees who have been inducted and submitted copies of ID documents or work permits (where required).

21.5 Access Permits should be carried by a contract employee at all time when on site. Access Permits shall be produced at the point of entry / gate.

21.6 Contractors shall ascertain from TFR Contract Representative/Technical Officer the correct route along with their employees may proceed when coming on or going off shift and direct their employees accordingly.

## 22. Management of Subcontractors

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

22.2 The Principal Contractor will also be responsible for initiating any remedial action (recovery plan) that may be necessary to ensure that the contractor complies with all requirements.

22.3 The Principal Contractor shall provide any contractor who is making a bid or appointed to perform construction work, with the relevant sections of the documented SHE specification, who would in turn provide a SHE plan for approval.

22.4 The Principal Contractor shall carry out inspection/audits on the contractor/subcontractor to ensure that their SHE plan is being implemented and maintained and submit audit report to TFR Representative.

22.5 The Principal Contractor shall stop any contractor/subcontractor from executing construction work which poses a threat to the safety and health of persons or the environment.

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

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

## 23. Environmental Management

23.1 The Contractor shall identify, document and comply with all pertinent Environmental laws and associated Regulations, approvals, licenses and permits which are applicable to the Services and activities undertaken.

23.2 Before commencement with any of the services to be rendered to TFR, the Contractor shall make available all personnel who will be working on the specified contract to be given environmental induction training. All Contractor employees arriving on the site shall attend such induction.

23.3 The Contractor shall adhere to all instructions issued by Project Manager or his /her delegated person in promotion of environmental management and legal compliance.

23.4 The Contractor shall determine the correct positioning of topsoil stockpiling to avoid massive disturbance and prepare the topsoil for reuse during landscaping.

23.5 Concrete shall not be mixed directly on the ground or any other permeable surface. Should concrete batching activities occur, these should be located in the designated area on site with low environmental sensitivity levels.

23.6 All excess concrete shall be removed from site on completion of plastering or concrete pouring and disposed of in an environmentally acceptable manner.

23.7 The Contractor shall ensure that his or her employees are aware of the procedures to be followed when dealing with spills and leaks, which shall include notifying the relevant authorities and TFR as required in terms of National Environmental Management Act (NEMA), 1998 and National Water Act (NWA), 1998. The Contractor shall ensure that all necessary material and equipment required for use during clean – up/rehabilitation of spills and leaks are available on site at all times. Treatment, remediation and/or rehabilitation of contaminated areas shall be undertaken to the reasonable satisfaction of the TFR Environmental Control Officer or relevant Environmental Specialist.

23.8 Contractor shall be solely responsible for the control of dust generated from his or her activities. Excavation, handling and transport of erodible material shall be avoided under aggressive wind conditions or when a visible dust plume is present. If dust damping measures are deemed inadequate, working must cease until the wind speed drops to an acceptable level.

23.9 Construction activities generating output levels of 85 db (A) or more shall be confined to the hours 08h00 to 17h00 Mondays to Fridays (close to residential areas).

23.10 No on-site burying or dumping of waste material shall occur. Waste must be collected by a licensed waste transporting contractor and disposed of at a licensed disposal site. Disposal certificate must be made available to TFR on request.

23.11 Waste bins must be provided in sufficient number and capacity to store solid waste produced on a daily basis. These bins must be kept closed and emptied regularly.

23.12 A designated re-fuelling area (s) must be provided. The re-fuelling area must be protected from hydrocarbon spillage to the reasonable satisfaction of the TFR Environmental Control Officer or Relevant Environmental Specialist. As a minimum requirement, re-fuelling and workshop areas shall have a bunded floor surface and storm water collection mechanism. Refuelling shall always be accompanied by the use of drip trays.

23.13 The Contractor must notify the Project Manager immediately of any pollution incident. An incident record system shall be maintained on site for inspection by TFR and relevant authorities.

23.14 All vehicles and equipment's shall be kept in good working condition. All leaking equipment's shall be repaired immediately or removed from site. All vehicles and equipment shall be maintained and not emit excessive noise.

23.15 In case of major hydrocarbon spill or leakage as a result of equipment failure, Project Manager must be made aware of such event and the affected area must be fenced off and be cleaned immediately to the reasonable satisfaction of the TFR Environmental Control Officer to prevent contamination of soil and both surface and groundwater.

23.16 The Contractor shall ensure that no spillage occurs when toilets are being cleaned or emptied and that the contents are removed from site by a licensed service provider.

23.17 The use of borrow pits for the construction of access roads must comply with the provisions of Minerals and Petroleum Resources Development Act of 2004 as amended and should not be located inside the border of any protected area (e.g. Nature Reserve).

23.18 All disturbed areas must be rehabilitated to the reasonable satisfaction of TFR Environmental Control Officer or Relevant Environmental Specialist.

23.19 Transportation, handling and storage of all substances classified as hazardous must comply with the provisions of the Hazardous Substances Act, 15 of 1973, relevant Regulations and SANS Codes.

23.20 Archaeological remains, artificial features and structures older than 60 years are protected by the Natural Heritage Resources Act, 25 of 1999. Should any archaeological artefact be exposed during construction or any contract work, such work must be stopped immediately. The TFR Environmental Control Officer must be called in for inspection and to recommend the way-forward. Under no circumstances may any artefacts be destroyed or removed from site.

23.21 The extraction of water for construction purposes must at all times comply with licensing requirements of Department of Water Affairs, where applicable. Extraction of water from a stream or a river requires approval.

23.22 Blasting work that may be required on site shall be carried out entirely within the provisions of the Explosives Act, 26 of 1956 and other relevant engineering and safety standards.

23.23 Office and camp sites shall be established, as far as is practicable, outside the flood plain, above the 1:50 flood level mark within the boundaries of the construction area.

23.24 No camp or office site shall be located closer than 100 metres from a stream, river, spring, dam or pan.

23.25 The area chosen for these purposes shall be the minimum reasonably required and which will involve the least disturbance to vegetation.

23.26 Camps and site offices shall be fenced (where necessary) in consultation with the landowner.

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Respondent's Signature

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Date & Company Stamp

23.27 The Project Manager or TFR Contract Representative may, at his or her discretion stop any work, activity or process not in accordance with Environmental laws and associated Regulations, approvals, licenses and permits.

23.28 The contractor shall preserve wild life in terms of the NEMA.

## 24. Operational Safety

### 24.1 National Railway Safety Regulator Act / Railway Safety

24.1.1 The Principal Contractor shall ensure that its equipment, machinery and employees when on TFR premises complies fully with all applicable railway safety requirements and/or regulations of the National Safety Regulator Act 16 of 2002 and the relevant SANS Codes of Practice.

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

24.1.3 The Principal Contractor and/or his subcontractors must grant TFR access, during the term of the contract, to review any railway safety related activities including the coordination of such activities across all parts of the organisation.

### 24.2 Special Permits

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

### 24.3 Vehicle Safety

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

24.3.1 They are of an acceptable design and construction, are maintained in a good working order and are used in accordance with their design and the intention for which they were designed

24.3.2 Are operated by a person who has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate such vehicle and mobile plant;

24.3.3 Are operated by a person who has a medical certificate of fitness to operate those vehicle and mobile plant, issued by an occupational health practitioner;

24.3.4 Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried. No employees will be allowed to be transported at the back of LDV's / bakkies unless it is provided with a seat and safety belt and further that the risk assessment has indicated it to be a low risk.

24.3.5 Construction vehicles are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;

24.3.6 Construction vehicle must be equipped with an acoustic warning device which can be activated by the operator and an automatic acoustic reversing alarm

24.3.7 Construction vehicles must be inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

24.3.8 No person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose.

24.3.9 All construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured.

24.3.10 Whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation

24.3.11 Tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees.

24.3.12 Where applicable, also in collaboration with the TFR representative and other appropriate personnel develop a traffic management plan for the site to ensure the safe movement of all construction related mobile plant where applicable

24.3.13 This plan is to be reviewed at the allocated SHE meeting to ensure its applicability where applicable. Where applicable the Principal Contractor shall appoint traffic officials to manage the manoeuvre of mobile plant and vehicles on the construction site.

24.3.14 Those working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

#### **24.4 Housekeeping and general safeguarding on construction sites**

24.4.1 Principal Contractor must ensure that suitable housekeeping is continuously implemented on each construction site

24.4.2 The Principal Contractor must ensure proper storage of materials and equipment and the removal of scrap, waste and debris at appropriate intervals.

24.4.3 The Principal Contractor must ensure that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways

24.4.4 The Principal Contractor must ensure that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals.

## 24.5 Hazardous Chemical Substances (HCS)

24.5.1 The Principal Contractor must ensure that all employees exposed to hazardous chemicals are trained on the potential source of exposure, potential risk to health caused by exposure and measures to be taken by the contractor and employees against any risk of exposure.

24.5.2 HCS risk assessment to be conducted and where it indicates that any employee may be exposed, the contractor shall ensure that monitoring is carried out in terms of regulation 6 and 7 of the Hazardous Chemical Substances Regulations.

24.5.3 Employees exposed to hazardous substances shall be under medical surveillance

24.5.4 Where herbicides are used, the contractor shall comply with all relevant legislative requirements pertaining to the use of herbicides and that work is undertaken under the supervision of a person with a valid certificate in Pest Control

## 24.6 Stacking and Storage

24.6.1 The Principal Contractor shall ensure that a competent person is appointed in writing with the duty of supervising all stacking and storage

24.6.2 Adequate storage areas are provided, demarcated as storage areas and are kept neat and under control.

## 24.7 Fire Precautions and Fire Safety

24.7.1 The Principal Contractor must ensure that all appropriate measures are taken to avoid the risk of fire. The Principal Contractor shall comply with the fire precautions as stipulated in the Environmental Regulations for Workplaces, 1987 and regulation 29 of the Construction Regulations, 2011

24.7.2 Sufficient and suitable storage is provided for flammable liquids, solids and gases.

24.7.3 Smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials

24.7.4 In confined spaces and other places in which flammable gases, vapours or dust can cause danger only suitably protected electrical installations and equipment, including portable lights, are used, there are no flames or similar means of ignition and adequate ventilation is provided.

24.7.5 The Principal Contractor shall ensure that the work areas are clear, at all times, of any material, which could fuel a fire and that combustible materials do not accumulate, oily rags, waste and other substances liable to ignite are without delay removed to a safe place.

24.7.6 A thorough inspection is made of the work site at the end of any working period to ensure that no material is left at the work site or any situation left in such a manner that a fire or accident could result (all machines to be turned off at main switches, and cylinders to be closed and hoses deflated).

24.7.7 Welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire.

24.7.8 Electric welding, oxy-welding or cutting, or any other fire hazardous equipment is not to be used inside or adjacent to electrical switch room, control room, cable duct, any electrical equipment or cables without the permission of the TFR Contract Representative.

24.7.9 Suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned and that such equipment is maintained in a good working order.

24.7.10 The fire equipment is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof

24.7.11 Sufficient number of employees are trained in the use of fire extinguishing equipment and familiarise themselves with locations of firefighting equipment in the work site.

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

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

24.7.14 The Contractor must ensure that firefighting equipment are not to be used for any purpose other than their intended use.

## **24.8 Site Establishment and Demarcation of the site**

24.8.1 It is important that activities of the contractor(s) are conducted within a limited area to facilitate control and to minimize the impact on the existing natural environment and the surroundings landowners.

24.8.2 The Contractor shall demarcate the boundaries of the site in order to restrict construction activities to the site.

24.8.3 The method of demarcation and the location of the demarcated area shall be determined by the Contractor and approved by the TFR Contract Representative prior to any work being undertaken. The Contractor shall ensure that all his plant, labour and materials remain within the boundaries of the site.

24.8.4 Failure to do so may result in the Contractor being required to fence off the boundaries of the site at his own expense to the satisfaction of the TFR. The contractor is responsible for the safeguarding of his/her own equipment and material while on site.

## 24.9 Fall Protection Plan

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

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

24.9.3 The fall protection plan shall include:-

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

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

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

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

## 24.11 General Machinery, Tools and Equipment

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

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



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

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

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

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

## **24.12 Portable Electrical Tools and Explosive Power Tools**

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

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

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

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

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

24.12.6 Cartridges and explosive power tools to be stored separately

24.12.7 Register for the issue and return of cartridges be kept in the SHE file.

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

## **24.13 Lifting Machine, Lifting Tackle and Suspended Loads**

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

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

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

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

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

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

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

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

24.13.9 No person shall be moved or supported by means of a lifting machine unless such a machine is fitted with a cradle approved by an inspector.

24.13.10 Rigging of loads to be done in accordance with acceptable safe work practices

24.13.11 Contractors and their employees shall keep out from under suspended loads, including excavators, and between a load and a solid object where they might be crushed if the load should swing or fall. They shall not pass or work under the boom or any crane or excavator.

24.13.12 Principal Contractors and their employees shall ensure that crane loads are not carried over the heads of any workman.

24.13.13 The Principal Contractor shall ensure proper supervision in terms of guiding the load including the use of guide ropes to prevent loads from swinging and a trained person to direct lifting operations and checking the lifting tackle and attachments daily.

#### **24.14 Hand Tools and Pneumatic Tools**

24.14.1 All hand tools (hammers, chisels, spanners, etc) must be recorded on a register and inspected by a competent person on a monthly basis as well as by users prior to use.

24.14.2 All pneumatic tools should be numbered, recorded and inspected at least monthly as well as by users prior to use. And the revolutions per minutes measured in accordance with the manufacturer specifications

24.14.3 Tools with sharp points in tool boxes must be protected with a cover.

24.14.4 All files and similar tools must be fitted with handles.

24.14.5 The Contractor must have a policy on private and make shift tools on site.

24.14.6 No pneumatic tool shall be operated by using a compressed gas cylinder. Pneumatic equipment shall only draw supply from mobile air compressors or from compressed air lines installed within the premises.

### **24.15 Excavations, Floor Openings and Trenches**

The Contractor must ensure that:

24.15.1 All excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose.

24.15.2 Evaluation of the stability of the ground, as far as is reasonably practicable, before excavation work begins.

24.15.3 Sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation.

24.15.4 No person is permitted to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or such an excavation is in stable material: Provided that permission has been given in writing by the appointed competent person upon evaluation by him or her of the site conditions.

24.15.5 Where any uncertainty pertaining to the stability of the soil still exists the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be.

24.15.5 The shoring or bracing used is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question.

24.15.6 No load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;

24.15.7 Where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons.

24.15.8 Convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working.

24.15.9 The location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved.

24.15.10 Every excavation, including all bracing and shoring, is inspected by the competent person, daily, prior to the commencement of each shift; after every blasting operation; after an unexpected fall of ground; after damage to supports; and after rain in order to ensure the safety of the excavation and of persons.

24.15.11 The results of such inspections must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other contractor or any employee.

24.15.12 Every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor.

24.15.13 All precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation.

24.15.14 Where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosives legislation.

24.15.15 Warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

## **24.16 Demolition Work**

The Contractor must ensure that:

24.16.1 A competent person is appointed in writing to supervise and control all demolition work on site.

24.16.2 Before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.

24.16.3 During a demolition, the competent person must check the structural integrity of the structure at intervals determined in the method statement in order to avoid any premature collapses.

24.16.4 With regard to a structure being demolished, the Contractor shall take steps to ensure that no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe

24.16.5 All reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut.

24.16.6 Precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure.

24.16.7 No person works under overhanging material or a structure which has not been adequately supported, shored or braced.

24.16.8 Any support, shoring or bracing used, is designed and constructed so that it is strong enough to support the overhanging material.

24.16.9 Where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons.

24.16.10 The location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of demolition work that may affect any such service, take the steps that are necessary to render circumstances safe for all persons involved.

24.16.11 Every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means.

24.16.12 Convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work.

24.16.13 A catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

24.16.14 No material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.

24.16.15 No person may dispose of waste and debris from a high place by a chute unless the chute is adequately constructed and rigidly fastened; if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides; if of the open type, is inclined at an angle of less than 45 degrees to the horizontal; where necessary, is fitted with a gate at the bottom end to control the flow of material; and discharges into a container or an enclosed area surrounded by barriers.

24.16.16 Every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.

24.16.17 No equipment is used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.

24.16.18 Where a risk assessment indicates the presence of asbestos, a contractor must ensure that all asbestos related work is conducted in accordance with the Asbestos Regulations, 2001, promulgated by Government Notice No. R. 155 of 10 February 2002.

24.16.19 Where a risk assessment indicates the presence of lead, a contractor must ensure that all lead related work is conducted in accordance with the Lead Regulations, 2001, promulgated by Government Notice No. R.236 of 28 February 2002.

24.16.20 Where the demolition work involves the use of explosives, a method statement must be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and all persons involved in the demolition works must adhere to demolition procedures issued by the appointed person.

24.16.21 All waste and debris are as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

## 24.17 Electrical Equipment

The Contractor must ensure that:

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

24.17.2 All electrical installations, machinery and electrical work is performed in compliance with TFR Electrical Safety Instructions.

24.17.3 Connections are not made to any power supply without the prior written approval of the TFR Contract Representative.

24.17.4 All electrical machines and appliances provided by the Contractor for his own use on the Site are in a serviceable condition

24.17.5 Power tools used on the Site are protected by residual current devices approved by TFR Contract Representative and are double insulated.

24.17.6 All extension cords, portable tools and electrical plant supplied at a voltage above 32 volts are inspected, tested and tagged by a Licensed Electrician at regular monthly intervals. Details of inspections and tests are kept in Log Books available for inspection by the TFR Contract Representative or any other authorised Officer of TFR.

24.17.7 All electrical installations are inspected by the TFR Contract Representative (or his nominee) to ensure that the installation complies with the Statutory Regulations applicable to the site and TFR Electrical Safety Instructions. Any installations deemed unsatisfactory by the TFR Contract Representative should be removed by the Contractor at his expense.

24.17.8 Portable lights have adequate stability and are fitted with a mechanical guard to protect the lamp. Temporary festoon lighting is of the 'double insulated' type and is supported at least 2.5m above the floor, if possible. Hand lamps are of the 'all insulated' type.

24.17.9 All temporary light fittings are supplied from more than one final sub-circuit, with the supply from a residual current device, extra low voltage source or an isolating transformer.

24.17.10 The Contractor must obtain approval from the TFR Contract Representative before any of his employees or Sub-contractors commence work within three (3) metres of conductor rails or high tension wires, or where there is a possibility of equipment coming close to and/or touching a power source, and must provide suitable protective insulating barriers. For the erection of scaffolding, the distance is five (5) metres.

24.17.11 Only authorised persons may enter Electrical Control Rooms, Motor Rooms, Switch Rooms, Control Rooms or Cable Ducts. Should the Contractor require entering such places to carry out work, he must first obtain permission from the TFR Contract Representative and obtain a valid Permit to Work.

24.17.12 The Contractor's employees required to enter such electrical spaces "authorised persons", with the names entered in the TFR Authorised Persons Register, after receiving approval from the TFR Electrical Officer, or they are accompanied by an authorised person who must supervise the placement of Danger Tags and Out-of-Service Tags, as well as Electrical Isolation Permit.

24.17.13 Electrical equipment supply cabling distribution boards, fixed lighting and portable appliances, extension leads, welding machines, compressors, pumps and hand portable tools are inspected on a monthly basis and also by the user daily before use.

24.17.14 such monthly inspection(s) are to be performed by an appropriately qualified Electrician.

24.17.15 Contractors working on, over, under, or adjacent to railway lines and near high voltage equipment shall comply with the TFR E7/1 Specification for Works On, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment.

## 24.18 Work in Confine Space

24.18.1 The principal Contractor shall ensure that a confined space is only entered by an employee or any other person only after the air therein has been tested and evaluated by a person who is competent to pronounce on the safety thereof, and who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.

24.18.2 The principal contractor shall take steps to ensure that any confined space in which there exist or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or likely to have, an oxygen content of less than 20 percent by volume, is entered by an employee or other person only when:

(a) The confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken;

- (a) the confined space is isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.

24.18.3 The Principal Contractor shall ensure that the provisions of General Safety Regulation 5 are complied with regard to work on confined space

24.18.4 The Principal Contractor must take into consideration that a tunnel is defined as a confined space in terms of the General Safety Regulations and must ensure compliance to the above when working in tunnels.

## 24.19 Scaffolding

24.19.1 The Principal Contractor must ensure that all scaffolding operations are carried out under the supervision of a competent person and that all directors, team leaders and inspectors are competent to carry out their work.

24.19.2 The Principal Contractor must ensure that scaffolding when used and erected, complies with the safety standards as per SANS 10085-1:2004 Please note that Scaffold also need to comply with CR 12 Temporary Works

24.19.3 All scaffolding equipment to be inspected and proclaimed safe to use or rectified as to be safe to use after any inclement weather. Signage must be posted to indicate the status of the scaffolding.

## 25. Confidentiality

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

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

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

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



**ANNEXURE G**

**SITE ACCESS CERTIFICATE**

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

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

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

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

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

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

Period of validity of Site Access Certificate: From \_\_\_\_\_ to \_\_\_\_\_

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

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

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Depot Manager or Delegated person**

**ACKNOWLEDGEMENT OF RECEIPT**

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

**Name:** \_\_\_\_\_ **Designation:** \_\_\_\_\_

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

**ANNEXURE H**

**CONTRACTOR MONTHLY SHE REPORT**

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

**1. Details of SHE Incidents**

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

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**2. Details of SHE Meetings**

Date	No of participants	Major SHE Concerns	Action taken

**3. Details of Audits/Inspections**

Date	Area / Facility	Findings/Recommendations	Action taken

**5. Details of any SHE Promotional activities for the month**

Date	Activity	Remarks

**6. Safety Communication**

Month	Number of Safety talks held	Remarks

Attach separate sheets for further or other details

.....  
Name of Contractor Representative

.....  
Signature

.....  
Date

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

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

**Annexure I**

# Tenderer SHE Management System Questionnaire

This questionnaire forms part of the TFR tender evaluation process. It must be completed by all Tenderer’s and submitted with their tender offer. The tenderer Health and Safety (SHE) Plan must also be submitted. The objective of the questionnaire is to provide an overview of the status of the Tenderer’s SHE management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tenderer warrants that the information provided below is accurate and correct. **TFR may verify the accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
<b>Tenderer SHE Management System Questionnaire</b>	<b>Yes</b>	<b>No</b>
<b>1. SHE Policy</b>		
- <b>Is there a written company SHE policy?</b> - If yes provide a copy of the policy		
<b>2. SHE Management</b>		
- <b>Does the company have an independently audited or accredited SHE Management system e.g NOSA, OHSAS, IRCA System etc</b> - If yes provide details or copy of accreditation		
<b>3. SHE Organogram</b>		
- <b>Is there a company organogram indicating key SHE personnel?</b> - If yes provide a copy		
<b>4. Letter of good standing with COID</b>		

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<p><b>- Is company registered with the Compensation Commissioner under the COID Act and up to date?</b></p> <p>- If yes provide proof of letter of good standing</p>		
<b>5. SHE Cost</b>		
<p><b>- Has the tenderer made provision for the cost of safety in the tender price?</b> If yes provide evidence</p>		
<b>6. Training Records</b>		
<p><b>- Is a record maintained of all training and induction programs undertaken for employees in your company?</b></p> <p>- If yes provide examples of safety training records</p>		
<b>7. Health and Safety Plan (SHE Plan)</b> <i>Are the following arrangements included and adequately addressed in the Health and Safety Plan:</i>		
<p><b>- Are SHE responsibilities clearly identified for all levels of Management and employees?</b></p> <p>- If yes provide details</p>		
<p><b>- Are Risk Assessments conducted and appropriate techniques used?</b></p> <p>- If yes provide details or copy of procedure</p>		
<p><b>- Are safe operating procedures or specific safety instructions relevant to its operations available?</b></p> <p>- If yes provide a summary listing of procedures or instructions</p>		
<p><b>- Description on how health and safety training is conducted in your company:</b></p> <p>-If yes provide details</p>		
<p><b>- Health and safety inspections at worksites undertaken?</b></p> <p>-If yes provide details</p>		
<p><b>- Health and Safety Communication i.e Safety talks, incident recalls?</b></p> <p>- If yes provide details</p>		

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- <b>Workplace SHE Committee?</b> - If yes provide details		
- <b>Appointment of SHE Representatives?</b> - If yes provide details		
- <b>SHE Incident Reporting and Investigation?</b> - If yes provide details		
- <b>Provision of Personal Protective Equipment (PPE)?</b> - If yes provide details		
- <b>Emergency Planning?</b> - If yes provide details		
- <b>Fall Protection?</b> - If yes provide details		
- <b>Project Security?</b> - If yes provide details		
- <b>Medical Surveillance?</b> - If yes provide details		
- <b>Substance abuse policy/procedure/testing?</b> - If yes provide details		
- <b>Selection, Procurement and management of Subcontractors?</b> - If yes provide details		
- <b>Operational Safety?</b> - If yes provide details		
- <b>Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</b> - If yes provide details		

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<b>8. Health and Safety Violations</b>		
- Has the company been fined or convicted of an occupational health and safety offence?  - If yes provide details		

**Safety Performance Report**

**Monthly DIFR for previous months**

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

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

=====  
 Signed  
 (Tenderer)

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Respondent's Signature

Date & Company Stamp

**Annexure J**

<b>Tender: Risk Management Guideline</b>		
<b>Risk Management Plans</b>		
<b>1. Business Continuity Management : The objective is to ensure continuity of the service provision to TFR in case on any interruptions which may arise from the Tenderer's site aligned to applicable standards</b>	<b>Submitted</b>	
	<b>YES</b>	<b>NO</b>
<b>1.1 BCP Risk Assessment for the project</b>  Please provide a Business Continuity Plan inclusive of the following:  - Identification of risks of service interruption during the project - Ranking of the risks - Mitigation of those risks - Responsible person		
<b>1.2 Business Impact Analysis</b>  - Identification of critical processes within the project - Recovery Time Objective in case of any interruption that may arise - Recovery Strategy: how will the supplier recover - Operational dependencies eg: Operational equipment, telephones etc needed to ensure continuity - Alternative supply of equipment and / or supply of extra staff - Battle box (It comprises all necessary documentation, equipment required for continuity)		
<b>1.3 Business Continuity Plan</b>  - Emergency operating procedures - Business continuity invocation action - Project recovery resources - Business / Supplier contact list - Emergency contacts - Document quality assurance control		
<b>2. Project Operational Risk Assessment : Identification of project delivery risks</b>		
- Project delivery risks in accordance with the project activities / Scope		
<b>All risks should have mitigating measures and responsible person</b>		
<b>3. Environmental Management Plans</b>		
- Submit Environmental Management Plan as per Part B of the SHEQ Plan Guideline included in the tender document		

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Date & Company Stamp



**ANNEXURE K**

**Important Note: All potential bidders must read this document and certify in the RFQ Declaration Form that that have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.**

**INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

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Respondent's Signature

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Date & Company Stamp

## PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

## 5 OBJECTIVES

**5.1** Transnet and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## 6 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

**6.1** Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

**6.2** Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.

- 6.3** Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.
- 6.4** Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

## **7 OBLIGATIONS OF THE BIDDER / SUPPLIER**

- 7.1** The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
  - b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 7.2** The acceptance and giving of gifts may be permitted provided that:
- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
  - b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
  - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
  - d) a Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
  - e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
  - f) a Bidder / Supplier may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any bid evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
  - g) a Bidder / Supplier may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

- 7.3** The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 7.4** The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 7.5** The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 7.6** A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 7.7** The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.
- 7.8** The Bidder / Supplier shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 7.9** The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## 8 INDEPENDENT BIDDING

- 8.1** For the purposes of that Certificate in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
  - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 8.2** The Bidder has arrived at his submitted 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.

- 8.3** In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Bid;
  - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
  - f) bidding with the intention of not winning the Bid.
- 8.4** 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 Goods or Services to which his/her Bid relates.
- 8.5** The terms of the Bid as submitted 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.
- 8.6** Bidders 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.
- 8.7** Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## 9 DISQUALIFICATION FROM BIDDING PROCESS

- 9.1** If the Bidder / Supplier has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 9.2** If the Bidder / Supplier has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be

imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 9.3** If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## **10 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

- 10.1** All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

- 10.2** Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

- 10.3** Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

- 10.4** A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

- 10.5** Grounds for blacklisting include: If any person/enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

- a) Has, in bad faith, withdrawn such bid after the advertised closing date and time for the receipt of Bids;
- b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
- c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

**10.6** Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

**10.7** Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## 11 PREVIOUS TRANSGRESSIONS

**11.1** The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.

**11.2** If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

## 12 SANCTIONS FOR VIOLATIONS

**12.1** Transnet shall also take all or any one of the following actions, wherever required to:

- a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all other contracts with the Bidder / Supplier; and
- f) Exclude the Bidder / Supplier from entering into any bid with Transnet in future.

## 13 CONFLICTS OF INTEREST

**13.1** A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in

the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

**13.2** A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

**13.3** If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

**13.4** The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

## 14 MONITORING

**14.1** Transnet will be responsible for appointing an independent Monitor to:

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for less than R100,000.000 (one hundred million Rand) in value;
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for greater than R100,000.000 (one hundred million Rand) in value; and
- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier, irrespective of value.

**14.2** The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Supplier Code of Conduct.

## 15 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of the Bidder / Supplier / Transnet. The Bidder / Supplier / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

## 16 DISPUTE RESOLUTION

**16.1** Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 10 above, Transnet will not do business with



a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

**17 GENERAL**

**17.1** This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

**17.2** The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

**17.3** The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.

**17.4** Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

**17.5** Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

ooo000ooo

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Respondent's Signature

Date & Company Stamp

**ANNEXURE L**

**GENERAL BID CONDITIONS - SERVICES**

**[March 2015]**

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## 1. DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- a. **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- b. **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- c. **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- d. **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- e. **RFP** shall mean Request for Proposal;
- f. **RFQ** shall mean Request for Quotation;
- g. **RFX** shall mean RFP or RFQ, as the case may be;
- h. **Services** shall mean the services required by Transnet as specified in its Bid Document;
- i. **Service Provider** shall mean the successful Respondent;
- j. **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- k. **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- l. **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

## 2. GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

## 3. SUBMISSION OF BID DOCUMENTS

A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.

Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.

The Respondent's return address must be stated on the reverse side of the sealed envelope.

## 4. USE OF BID FORMS

1. Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.

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- a. Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.
- b. Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

## 5. BID FEES

- a. A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- b. Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

## 6. VALIDITY PERIOD

- a. Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- b. Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

## 7. SITE VISIT / BRIEFING SESSION

Respondents may be requested to attend a site visit where it is considered necessary to view the site prior to the preparation of Bids, or where Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

## 8. CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

## 9. COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Chairperson or Secretary of the relevant Acquisition Council.

## 10. UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between

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Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

#### **11. POST TENDER NEGOTIATIONS**

Transnet reserves the right to conduct post tender negotiations with the preferred bidder or a shortlist of preferred bidders. Should Transnet decide to conduct post tender negotiations, bidders will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80/20 or 90/10 (whichever is applicable) and the contract will be negotiated and awarded to the successful bidder(s).

#### **12. RETURNABLE DOCUMENTS**

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

#### **13. DEFAULTS BY RESPONDENTS**

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- a. enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- b. accept an order in terms of the Bid;
- c. furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- d. comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

#### **14. CURRENCY**

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [ZAR], save to the extent specifically permitted in the RFX.

#### **15. PRICES SUBJECT TO CONFIRMATION**

- a. Prices which are quoted subject to confirmation will not be considered.
- b. Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

**16. ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

**17. EXCHANGE AND REMITTANCE**

- a. The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- b. It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- c. The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.
- d. The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- e. Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.
- f. Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [**VAT Act**].

**18. ACCEPTANCE OF BID**

- a. Transnet does not bind itself to accept the lowest priced or any Bid.
- b. Transnet reserves the right to accept any Bid in whole or in part.
- c. Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- d. Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

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**19. NOTICE TO UNSUCCESSFUL RESPONDENTS**

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

**20. TERMS AND CONDITIONS OF CONTRACT**

- a. The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- b. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

**21. CONTRACT DOCUMENTS**

- a. The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- b. The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- c. Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

**22. LAW GOVERNING CONTRACT**

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

**23. IDENTIFICATION**

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a

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partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

#### 24. CONTRACTUAL SECURITIES

- a. The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [**APG**] and/or a performance bond [**Performance Bond**], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- b. The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- c. Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- d. The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] calendar days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- e. Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 24 will be for the account of the Service Provider.

#### 25. DELETION OF ITEMS TO BE EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

#### 26. VALUE-ADDED TAX

- a. In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- b. In respect of foreign Services rendered:  
the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- c. the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

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**27. IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT****a. Method of Payment**

The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.

However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

The Respondent must, therefore, in the first instance, tender strictly in accordance with clause a0 above. Failure to comply with clause a0 above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 24 above [*Contractual Securities*].

**b. Conditional Discount**

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

**28. DELIVERY REQUIREMENTS****a. Period Contracts**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

**b. Progress Reports**

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

**c. Emergency Demands as and when required**

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to

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Purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The “*Total or Partial Failure to Perform the Scope of Services*” section in the Terms and Conditions of Contract will not be applicable in these circumstances.

## 29. SPECIFICATIONS AND COPYRIGHT

### d. Specifications

The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

### e. Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Terms and Conditions of Contract.

## 30. BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

a. Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.

b. In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

c. When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

d. South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.

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If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.

The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.

e. If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [**EFT**]:

funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or

Funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

### 31. CONFLICT WITH BID DOCUMENT

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall prevail.

### 32. TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

a. All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by reference. Below follows a condensed summary of this blacklisting procedure.

b. Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.

c. Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

d. A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

e. Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

- i) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;

- j) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
- k) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
- l) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- m) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- n) has made any incorrect statement in a certificate or other communication with regard to the Service or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
- (iii) he made the statement in good faith honestly believing it to be correct; and
- (iv) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- o) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- p) has litigated against Transnet in bad faith.
- f. Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;
- b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;
- c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
- d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.
- g. Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive

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tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.

h. Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

i. Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

j. Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

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**ANNEXURE M**

**NON DISCLOSURE AGREEMENT - SERVICES**

**[March 2015]**

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**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 as indicated in the RFP bid response hereto**

**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

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- 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 machine-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 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 2.3 b) 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

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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 3.3 b) 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.

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**8. PRIVACY AND DATA PROTECTION**

8.1 The Receiving Party undertakes to comply with South Africa’s general privacy protection in terms Section 14 of the Bill of Rights 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.

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"PREVIEW COPY ONLY"

Respondent’s Signature

Date & Company Stamp