

MANAGEMENT CONTROL INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
6. The percentage of Black Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
7. The percentage of Black female Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
8. Black Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
9. Black female Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Other Executive Management	Required Response	Current Status (%)	Future Targets (%)
10. Black Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
11. Black Female Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Senior Management	Required Response	Current Status (%)	Future Targets (%)
12. Black employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i>		
13. Black female employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i>		
Middle Management	Required Response	Current Status (%)	Future Targets (%)

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Junior Management	Required Response	Current Status (%)	Future Targets (%)
14. Black employees in Middle Management as a percentage of all middle management	Provide the percentage of Blacks that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.		
15. Black female employees in Middle Management as a percentage of all middle management	Provide the percentage of Blacks females that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.		
16. Black employees in Junior management as a percentage of all junior management	Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.		
17. Black female employees in Junior management as a percentage of all junior management	Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.		
Employees with disabilities	Required Response	Current Status (%)	Future Targets (%)
18. Black employees with disabilities as a percentage of all employees	Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.		
PREFERENTIAL PROCUREMENT INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
19. B-BBEE procurement spend from all Empowering Suppliers ⁴ based on the B-BBEE procurement recognition level as a percentage of total measured procurement spend	Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.		

⁴ **"Empowering Suppliers"** means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:
 (a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.
 (b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.
 (c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.
 (d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.

<p>20. B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i></p>		
<p>21. B-BBEE procurement spend from Exempted Micro-Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i></p>		
<p>22. B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</i></p>		
<p>23. B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i></p>		
<p>24. B-BBEE Procurement Spent from Designated Group⁵ Suppliers that are at least 51% Black owned</p>	<p><i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i></p>		

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⁵ "Designated Groups" means:

- a) unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
- b) black people who are youth as defined in the National Youth Commission Act of 1996;
- c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- d) black people living in rural and under developed areas; and
- e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

Respondent's Signature

Date & Company Stamp

SUPPLIER DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
25. Annual value of all Supplier Development ⁶ Contributions made by the Measured entity as a percentage of the target	<i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</i>		
ENTERPRISE DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
26. The organisation's annual spend on Enterprise Development ⁷ as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i>		

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⁶ **"Supplier Development"** means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:
 (a) *Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.*
 Supplier Development within the context of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

⁷ **"Enterprise Development"** means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:
 (a) *Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;*

Respondent's Signature

Date & Company Stamp

PRE-QUALIFYING QUALITY CRITERIA SCHEDULE

T2.2-7 : Management & CV's of Key Persons

Please describe the management arrangements for the works.

Submit the following documents as a minimum with your tender document:

1. An organisation chart showing on site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)
2. CV's for people proposed for all identified posts including Safety Officer and Quality Assurance Representative.
3. Details of the location (and functions) of offices from which the works will be managed.
4. Details of the experience of the staff who will be working on the works with respect to:
 - Working with the NEC3 Term Service Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

The scoring of the Management & CV's of Key Persons will be as follows:

Quality criteria	Sub-criteria	Yes Tick (Submit Proof)	No Tick
Management & CV's of Key Persons	Overall integration and clarity of organisational plan		
	General experience with asbestos and working at heights		
	Adequacy of proposed staff for the contract		

Attached submissions to this schedule:

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"PREVIEW COPY ONLY"

Signed

Date

Name

Position

Tenderer

PRE-QUALIFYING QUALITY CRITERIA SCHEDULE

T2.2-20 : Quality Plan

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Service Information and should include but not be limited to:

1. Project Quality Plan for the contract.
2. The Contractor's Quality Policy.
3. Index of procedures to be used during the contract.
4. Audit Schedule for internal and external audits during the contract.
5. ISO 9001 certification.
6. Typical Quality Manual.
7. Typical Quality Control Plan.
8. Typical data book index.

Attached submissions to this schedule:

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TRANSNET FREIGHT RAIL
 ENQUIRY NUMBER: ERAC-RCB-19044
 DESCRIPTION OF THE WORKS: REMOVE AND REPLACE ASBESTOS SHEETING ON VARIOUS
 STRUCTURES IN THE PORT OF RICHARDS BAY ON AN "AS AND WHEN" REQUIRED BASIS

The scoring of the Quality Plan will be as follows:

Quality criteria	Sub-criteria	Yes Tick (Submit Proof)	No Tick
Quality Plan	Quality Plan Index		
	Contract Specific/ Related Quality Plan		
	Generic Quality Plan		

"PREVIEW COPY ONLY"

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

PRE-QUALIFYING QUALITY CRITERIA SCHEDULE

T2.2-21 Environmental Management Plan

1. The tenderer must provide their environmental management policy and standard environmental management plan describing relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.

The following documents are key -

- 1) Transnet SOC Limited – SHEQ Policy,
 - 2) Transnet Freight Rail – SHEQ Policy,
 - 3) ENV-STD-001 REV 01 Construction Environmental Management Plan (CEMP); and
 - 4) ENV-STD-002 REV 01 Standard Environmental Specifications (SES).
2. By signing this Tender Schedule, the tenderer confirms that they will comply with the above policy statements and environmental specifications.
 3. The tenderer must demonstrate the required level of expertise and experience to overall construction environmental management process.
 4. Organisational charts and key safety, health and environmental (SHE) staff CVs showing staff competencies, together with qualifications.
 5. The tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual, including its own environmental management policy as part of the overall quality management system.
 6. Tender to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.

By signing this Tender Schedule, the tenderer confirms that they will **comply** with the above requirements and in particular **Transnet policy statements and environmental specifications**.

The scoring of the Tenderer's Environmental Management Plan will be as follows:

Quality criteria	Sub-criteria
Environmental Management Plan	EMP File Index
	Project Specific EMP
	Emergency Response Plan
	Asbestos Spillage Control Procedure
	Proof of the valid Waste Disposal License from the approved hazardous waste dump site
	Proof of staff training on handling and transportation of asbestos waste.
	Transnet requires the supplier providing the service to comply with ISO 14001 and the National Environmental Management Waste Act (59 of 2008)

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Attached submissions to this schedule:

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____

PRE-QUALIFYING QUALITY CRITERIA SCHEDULE

T2.2-22 : Health and Safety Plan

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Roles and responsibilities of legal appointees.
3. Safety Officer role and responsibility.
4. Safety, Health & Environmental Policies.
5. Overview of Tenderer's SHE system for project.
6. Overview of RA process and examples.
7. List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
8. Six months synopsis of SHE incidents, description type and action taken.
9. Overview of selection process of subcontractors.
10. SHE challenges envisaged for the project and how they will be addressed and overcome.
11. Signed statement acknowledging receiving and budget provision for SHE back requirements.
12. Complete and return with tender documentation the Contractor Safety Questionnaire (Attachment No 8)
13. Construction Safety File (Index)
14. Construction Safety Work Method Statement

Attached submissions to this schedule:

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The scoring of the Health and Safety Requirements will be as follows:

Quality criteria	Sub-criteria	Yes Tick (Submit Proof)	No Tick
Health and Safety Requirements	Safety File Index		
	Safety Work Method Statement and Risk Assessment (Project Specific)		
	Valid letter of good standing with Insurance Body and Tax Clearance certificate		
	SHE Management System		
	Safe Working Procedure and Safe Operating Procedure for hand tools, equipment and asbestos		

Signed

Date

Name

Position

Tenderer

TRANSNET FREIGHT RAIL
 ENQUIRY NUMBER: ERAC-RCB-19044
 DESCRIPTION OF THE WORKS: REMOVE AND REPLACE ASBESTOS SHEETING ON VARIOUS STRUCTURES IN
 THE PORT OF RICHARDS BAY ON AN "AS AND WHEN" REQUIRED BASIS

Health, Safety Questionnaire

1. SAFE WORK PERFORMANCE

1A. Injury Experience / Historical Performance
 Use the previous three years injury and illness records to complete the following:

Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			

1 - Medical Treatment Case
 A) Occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician
 B) Occupational injury or illness that prevents a worker from performing any of his/her craft duties

2 - Restricted Work Day Case
 Any occupational injury that prevents the worker from performing any work for at least one day

3 - Lost Time injury Cases
 Any occupational injury that prevents the worker from performing any work for at least one day

4 - Total Recordable Frequency
 Total number of Medical Treatment, Restricted Work and Lost Time injury cases multiplied by 200,000 then divided by total manhours

5 - Lost Time Injury Frequency
 Total number of Lost Time injury cases multiplied by 200,000 then divide by total manhours

1B. Workers' Compensation Experience
 Use the previous three years injury and illness records to complete the following (if applicable):

Industry Code: _____
 Industry Classification: _____

Year _____
 Industry Rate _____
 Contractor Rate _____
 % Discount or Surcharge _____
 Is your Workers' Compensation account in good standing? Yes No
 (Please provide letter of confirmation)

2. Citations

2A. Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years?
 Yes No
 If yes, provide details: _____

2B. Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?
 Yes No
 If yes, provide details: _____

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3. Certificate of Recognition

Does your company have a Certificate of Recognition?

Yes No If Yes, what is the Certificate No. _____ Issue Date _____

4. Safety Program

Do you have a written safety program manual?

If Yes, provide a copy for review Yes No

Do you have a pocket safety booklet for field distribution?

If Yes, provide a copy for review Yes No

Does your safety program contain the following elements:

	YES	NO	YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>		

5. Training Program

5A. Do you have an orientation program for new hire employees?

If Yes, include a course outline. Does it include any of the following:

	YES	NO	YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>

TRANSPORT FREIGHT RAIL
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5B. Do you have a program for training newly hired or promoted supervisors? Yes No

5B. Do you have a program for training newly hired or promoted supervisors? Yes No

(If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No	Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>

6. SAFETY ACTIVITIES

Do you conduct safety inspections?

	Yes	No	Weekly	Monthly	Quarterly
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

Who follows up on inspection action items?

Do you hold site safety meetings for field employees? If Yes, how often?

Yes	No	Daily	Weekly	Biweekly
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes	No	Weekly	Biweekly	Monthly
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Is pre-job safety instruction provided before to each new task?

Yes No

Is the process documented?

Who leads the discussion?

Do you have a hazard assessment process?

Yes No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

TRANSNET FREIGHT RAIL
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<p>Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>									
<p>How does your company measure its H&S success? <ul style="list-style-type: none"> • Attach separate sheet to explain </p>									
<p>7. Safety Stewardship</p>									
<p>7A Are incident reports and report summaries sent to the following and how often?</p>									
Project/Site Manager	Yes	No	Monthly	Quarterly	Annually				
Vice President/Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
President/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<p>7B How are incident records and summaries kept? How often are they reported internally?</p>									
Incidents totalled for the entire company	Yes	No	Monthly	Quarterly	Annually				
Incidents totalled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
• Sub totalled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
• Sub totalled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<p>7C How are the costs of individual incidents kept? How often are they reported internally?</p>									
Costs totalled for the entire company	Yes	No	Monthly	Quarterly	Annually				
Costs totalled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
• Sub totalled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
• Sub totalled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<p>7D Does your company track non-injury incidents?</p>									
Near Miss	Yes	No	Monthly	Quarterly	Annually				
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

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8 Personnel			
List key health and safety officers planned for this project. Attach resume.			
Name	Position/Title	Designation	
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?			
Name	Address	Telephone Number	
Other responsibilities:			
9 References			
List the last three companies your firm has worked for that could verify the quality and management commitment to your Occupational Health & Safety program			
Name and Company	Address	Phone Number	

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PRE-QUALIFYING QUALITY CRITERIA SCHEDULE

T2.2-25 : Previous Experience

Note to tenderers:

Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience of the removal and replacement of Asbestos sheeting.

Index of documentation attached to this schedule:

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The scoring of the Previous Experience will be as follows.

Quality criteria	Sub-criteria	Indicate Number of Years (submit detailed reference list with contact details of existing customers and also indicate their previous experience of the removal and replacement of Asbestos sheeting
Previous Experience in the removal and replacement of Asbestos sheeting	Depth of experience (overall company experience) Relevance of experience (project specific including personnel))	

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Remove and Replace Asbestos sheeting on various structures in the Port of Richards Bay on an "as and when" required basis

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R (Not Applicable - Cost reimbursable)
Value Added Tax @ 14% is	R (Not Applicable - Cost reimbursable)
The offered total of the Prices inclusive of VAT is (in words) (Not Applicable - Cost reimbursable)	R (Not Applicable - Cost reimbursable)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

(insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd
Malahle House
4 Kiewet Street
Empangeni
3880

Name &
signature of
witness

Date

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

Name & signature of witness _____

Date _____

For the Employer

Transnet SOC Ltd
 Malahle House
 4 Kiewet Street
 Empangeni
 3880

C1.2 Contract Data

Part one - Data provided by the Employer

Please read the relevant clauses in the conditions of contract before you enter data. The number of the principal clause is shown for each statement however other clauses may also use the same data.

Rows containing the statement and data for options in the core clauses and for main & secondary option clauses, according to the options chosen, are identified by shading in the left-hand column.

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The conditions of contract are the core clauses and the clauses for main Option:	
		E: Cost reimbursable contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X19: Task Order
10.1	The NEC3 Term Service Contract (June 2005) ¹ (and amended June 2006 and April 2013)	
10.1	The Employer is:	Transnet SOC Ltd
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail Malahle House 4 Kiewet Street Empangeni 3880
	Tel No.	Postal Address: P O Box 20064 Empangeni 3880
	Fax No.	035 906 7344
10.1	The Service Manager is (name):	086 723 0510 Jannie Visser

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

TRANSNET FREIGHT RAIL
 ENQUIRY NUMBER: ERAC-RCB-19044
 DESCRIPTION OF THE WORKS: REMOVE AND REPLACE ASBESTOS SHEETING ON VARIOUS STRUCTURES IN
 THE PORT OF RICHARDS BAY ON AN "AS AND WHEN" REQUIRED BASIS

Address **Old Naval Base, Commodore Close, Meerensee,
 Richards Bay, 3900.**

Tel **035 905 3662**

Fax **035 905 3545**

e-mail **Jannie.Visser@transnet.net**

11.2(2) The Affected Property is **Various Structures in the Port of Richards Bay**

11.2(13) The services **Remove and replace asbestos sheeting on
 various structures in the Port of Richards Bay
 on an "as and when" required basis**

11.2(14) The following items will be included in the Risk Register

- Speed restrictions in the Port.
- Weather conditions.
- Occupations
- Working adjacent to other Contractors
- Access into the Port.
- Working at Heights
- Working in a dusty environment

11.2(15) The Service Information is in **The Scope of Services**

12.2 The law of the contract is the law of **the Republic of South Africa subject to the
 jurisdiction of the Courts of South Africa.**

13.1 The language of this contract is **English**

13.3 The period for reply is **2 weeks**

2 **The Contractor's main responsibilities**
 (If the optional supplement for this section is not used, no data will be required for this section)

21.1 The Contractor submits a first plan for acceptance within **2 weeks of the Contract Date**

3 **Time**

30.1 The starting date is. **02 November 2015**

30.1 The service period is **01 October 2017**

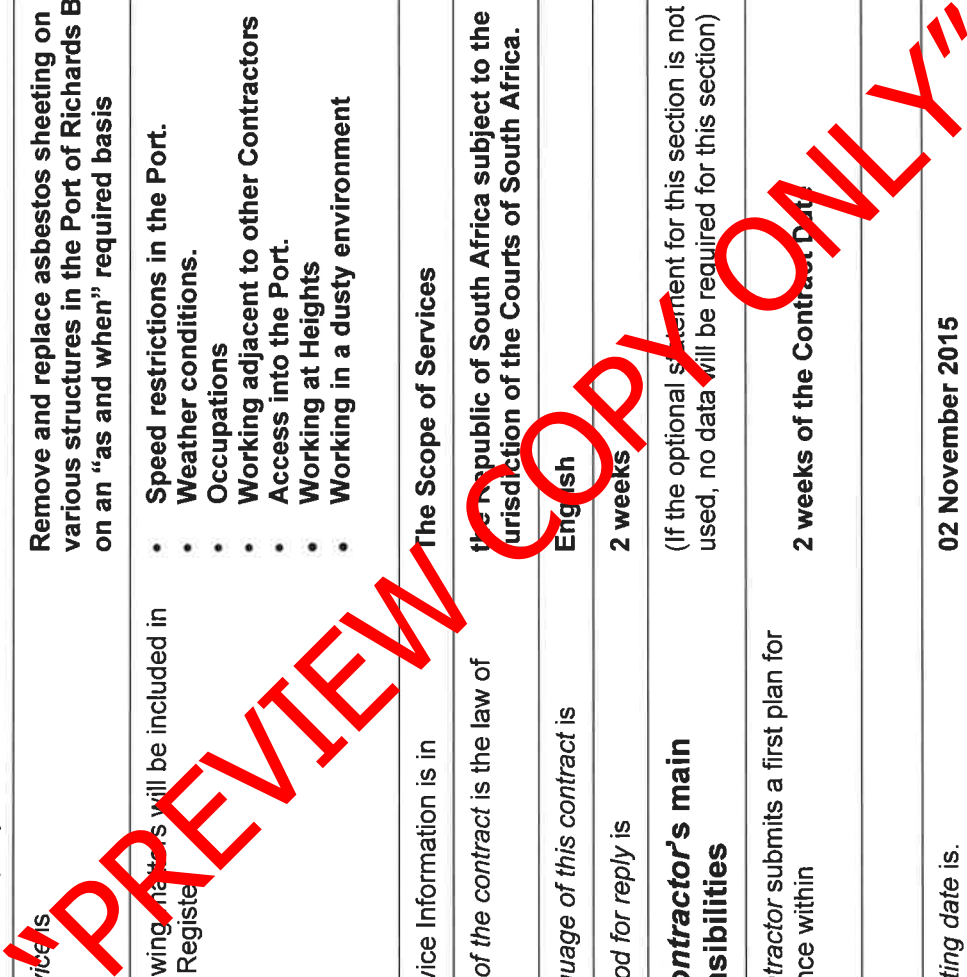
4 **Testing and defects**
No additional data is required for this section of the conditions of contract.

5 **Payment**

50.1 The assessment interval is **On the 25th of the months or weeks (not more than five).**

51.1 The currency of this contract is the **South African Rand.**

51.2 The period within which payments are made is **Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**



TRANSNET FREIGHT RAIL
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51.4	The <i>interest rate</i> is	the prime lending rate of the Standard Bank South Africa.
6	Compensation events	No data required for this section of the <i>conditions of contract</i>
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
80.1	<p>Cover / indemnity is:</p> <p>The deductibles are:</p> <p>Insurance against:</p> <p>2</p>	<p>Cover / Indemnity is to the extent as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability</p> <p>The deductibles are as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability</p> <p>Loss of or damage to property (except the works, plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability</p> <p>Cover / indemnity is to the extent as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability</p> <p>The deductibles are as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability</p>
83.1	<p>The Employer provides these additional insurances</p> <p>1</p> <p>Cover / indemnity is:</p> <p>The deductibles are:</p>	<p>Loss of or damage to Equipment (Temporary Works only) as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability</p> <p>Is to the extent as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability</p> <p>The deductibles are as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability</p>

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2 Insurance against: **Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon**

Cover / indemnity is **Cover / indemnity is to the extent provided by the SASRIA coupon.**

The deductibles are **The deductibles are as stated in the Contract Works SASRIA policy**

The Contractor provides these additional insurances:

1. Where the contract requires that the design of any part of the works shall be provided by the Contractor he shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected.

2. Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication.

3. Should the Employer have an insurable interest in such items during manufacture or fabrication, such interest shall not be noted by endorsement to the Contractor's policies of insurance as well as those of any subcontractor.

4. Motor vehicle Liability Insurance comprising (as a minimum) the "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5,000,000.00

5. The Insurance cover referred to in 1, 2, 3 and 4 above shall be obtained from an Insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the Insurer or Insurance Broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.

9 Termination

There is no Contract Data required for this section of the *conditions of contract*.



TRANSNET FREIGHT RAIL
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 DESCRIPTION OF THE WORKS: REMOVE AND REPLACE ASBESTOS SHEETING ON VARIOUS STRUCTURES IN
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10 Data for main Option clause

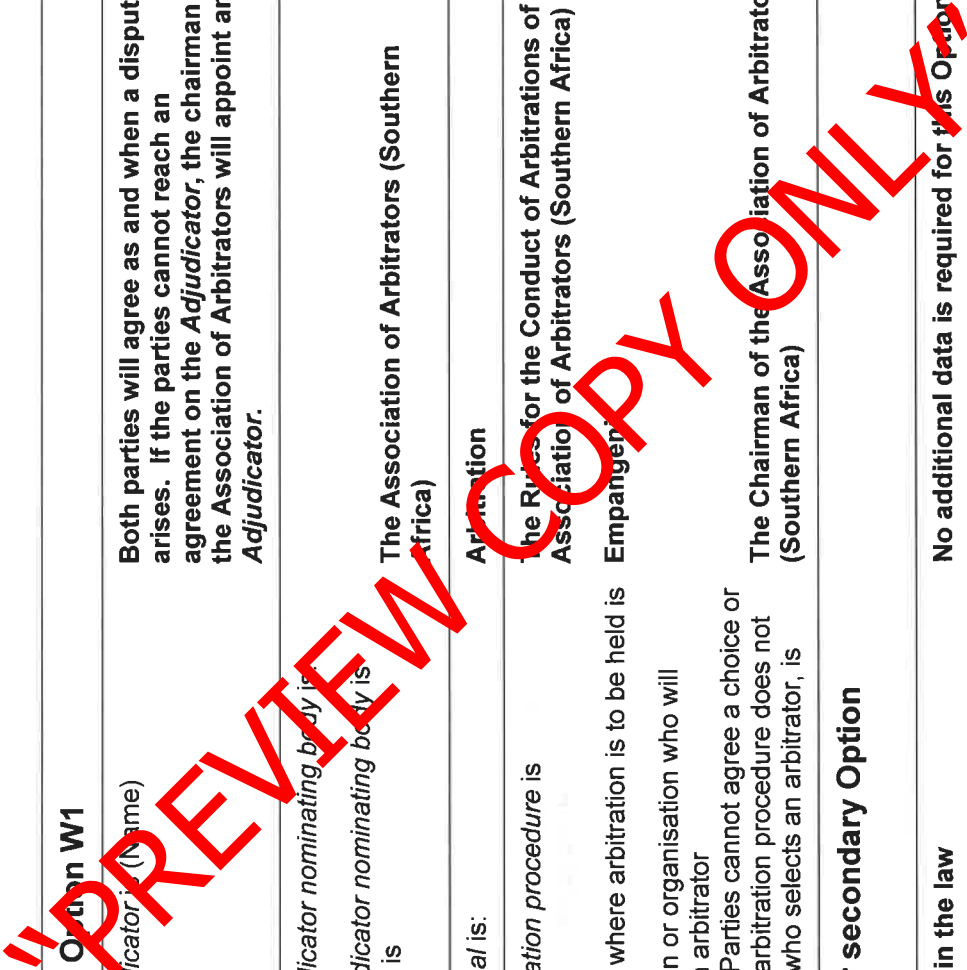
E	Cost reimbursable contract
20.4	The Contractor prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than 2 weeks.

11 Data for Option W1

W1.1	The <i>Adjudicator</i> (Name) Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is If no <i>Adjudicator nominating body</i> is entered, it is The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is: Arbitration The <i>Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</i> The place where arbitration is to be held is Empangeni The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> - if the Parties cannot agree a choice of - if the arbitration procedure does not state who selects an arbitrator, is The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X2	Changes in the law No additional data is required for this Option
X19	Task Order
X19.5	The Contractor submits a Task Order programme to the <i>Service Manager</i> within 3 days of receiving the Task Order



C1.2 Contract Data

Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete.

Completion of the data in Part II, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The Contractor's Name: Address Tel No. Fax No.	
11.2(8)	The direct fee percentage is The subcontracted fee percentage is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the Contractor's plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	

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² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

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CV's (and further key person's data including
CVs) are in .

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is R

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Task Order

Contract Description : REMOVE AND REPLACE ASBESTOS SHEETING ON VARIOUS STRUCTURES IN THE PORT OF RICHARDS BAY ON AN "AS AND WHEN" REQUIRED BASIS
Contract Number : ERCA-RCB-19044
Task Order Number : TO-xxxxx
Project Number :

Employer : Transnet SOC Ltd
(Registration No. 1990/000900/30), a juristic person incorporated in terms of the Company Laws of the Republic of South Africa, with its registered office at Carlton Centre, 150 Commissioner Street, Johannesburg, Republic of South Africa.

Contractual Address : Transnet Capital Projects
Building 12, Woodlands Office Park
Western Service Road
Woodmead, 2146

Employer's Agent : Jannie Visser
Consultant : Insert Company Name (Pty) Ltd
Insert name

1. Task
The Task is

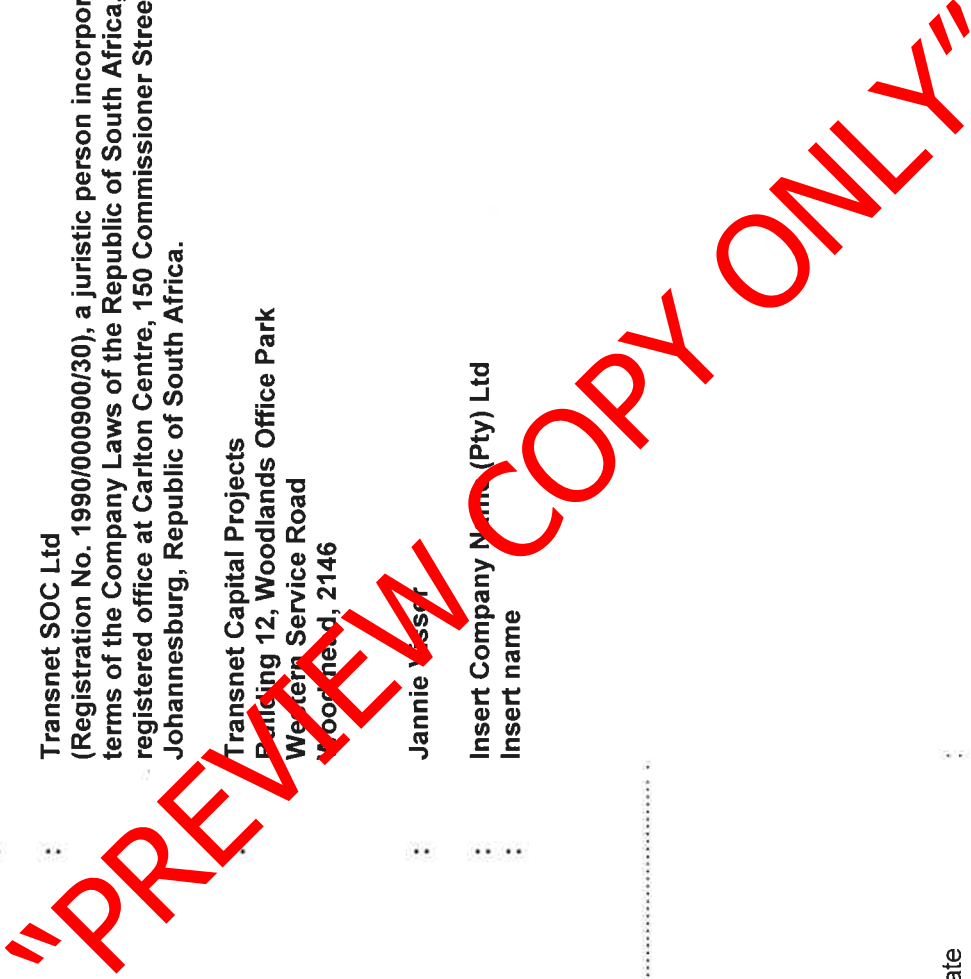
2. Deliverables

3. Programme

Task Starting Date :
Task Completion Date :

4. The Consultant's Invoices

- 4.1 When the *Employer's Agent* certifies payment following an assessment date, the *Consultant* complies with the following procedure for invoicing submission. The invoice must correspond to the *Employer's Agent* assessment of the amount due to the *Consultant*. The *Consultant* shall familiarise himself with the Payment and Invoicing requirements set out below, and comply with it in all respects. Payment is subject to the absolute and complete compliance with the Payment and Invoicing requirements indicated below and elsewhere in this Task Order. The risk of the Invoice Controller not receiving *Consultant's* Invoices as specified below resides with the *Consultant*.
- 4.2 The invoice shall correspond to the *Employer's Agent* assessment of the amount due to the *Consultant* as stated in the payment certificate.





4.2.1 The invoice states the following:

- Invoice addressed to Transnet SOC Ltd;
- Transnet SOC Ltd's VAT No: 4720103177;
- Invoice sequence number;
- The *Consultant's* VAT Number; and
- The Task Order number;
- The following Cost Code:
- Project number: XXXXX

4.2.2 The invoice contains the supporting detail:

- Description of work completed and claimed for
- Cost breakdown of work previously claimed, currently claimed, and balance outstanding for each section of work.
- Approved timesheets by *Employer's Agent*.

4.2.3 The invoice is presented either by post or by hand delivery. Invoices submitted by post are addressed to:

Transnet Freight Rail
Malahle House
4 Kiewet Street
Empangeni

4.2.4 Invoices submitted by hand are presented to:

Transnet Freight Rail
P.O Box 20064
Empangeni
3880

4.2.5 The invoice is presented as an original, together with a statement.

4.2.6 The Contract Administrator for this Project is Ms. Qetelo Moshoeshoe

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6. Delay Damages

Delay damages for the late Completion of the _____ : 0.1% of the total Task Order amount per calendar day.

Notes

The *Consultant* is hereby instructed to carry out the Task Order in accordance with Contract No: ERAC-RCB-19044 which includes the Data stated in this Task Order.

Employer/Employer's Agent _____

Name _____ Signed _____ Date _____

Accepted by the *Consultant* _____

Name _____ Signed _____ Date _____

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PART C2: PRICING DATA

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Document reference	Title	No of pages
C2.1	Pricing instructions: Option E	1
C2.2	Price List	2

C2.1 Pricing instructions: Option E

1.1 The conditions of contract

1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006)

Option A states:

Identified 11 and defined terms 11.2

(18) The Price for Services Provided to Date is the Defined Cost which the Contractor has paid plus the Fee.

(21) The Prices are the amounts stated in the Price column of the Price List. If no Price Lists is included, the Prices are the Defined Cost plus the Fee.

1.3 Measurement and Payment

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.3.3 The Price List work breakdown structure provided by the Contractor is based on the activity/milestone provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.

1.3.4 The Contractor's detailed Price List summates back to the activity/milestone provided by the Employer and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Price List

Item no	Description	Unit	Rate	Price
1.1	<u>Preliminary and General (P & G):</u>			
1.1.1	Allow for attendance, site supervision, site inspection, site establishment, site disestablishment etc.	Hr.		
1.1.2	Allow for an independent body (AIA) to make regular site inspections	ea		
1.1.3	Safety requirements (According to Act 85 of 1983 and E4E and E7/1) and Value related (Project, public liability, strike and riot insurance)	Sum		
2.1	<u>Remove and replacing of asbestos sheeting on various structures in the Port of Richards Bay</u>			
2.1.1	The safe disposal of asbestos materials at a registered dump site (per 7m3 skip bin)	ea		
2.1.2	Close small holes in asbestos roof sheeting (mastic glue)	no		
2.1.3	Remove asbestos cladding/sheeting and replace with polycarbonate or fibre cement cladding/sheeting	m ²		
2.1.4	Remove asbestos ridge caps and replace with fibre cement ridge caps	lm		
2.1.5	Remove and replace aluminium or zincalume roof and side wall sheeting between asbestos sheeting	m ²		

TRANSNET FREIGHT RAIL
 ENQUIRY NUMBER: ERAC-RCB-19044
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 PORT OF RICHARDS BAY ON AN "AS AND WHEN" REQUIRED BASIS

Item no	Description	Unit	Rate	Price
2.1.7	Prepare surfaces and remove all loose material, apply two coats 'Plascon' Nuroof Acrylic' roof paint, colour to client's specification on asbestos roof sheeting	m ²		
2.1.8	Access to roofs (Tower access scaffolding) up to 30m heights, including certification	Each/week		

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3.6 Environmental, Health and Safety Requirements

TFR RME CEW Contractor or Subcontractor handling the asbestos material shall comply in full with the following:

The company handling asbestos shall be registered as an asbestos contractor by the Department of Labour, the company will also have to go through the Transnet freight Rail RME CEW Tender process in order to come into contention for any asbestos work contracts with Transnet.

References and applicable regulations and standards

National Environmental Management Act 107 of 1998

National Environmental Management: Waste Act 59 of 2008

Occupational Health and Safety Act 95 of 1993

GN.R. 155: Asbestos regulations, 2001 (Occupational Health and Safety Act 85 of 1993) SANS 10228:

The identification and classification of dangerous goods

SANS 10229: Transport of dangerous goods - Packaging and large packaging for road and rail transport.

Notification of asbestos work

Asbestos work shall not be carried out unless the provincial contractor (Department of Labour) has been notified in writing thereof prior to the commencement of work

Exposure to asbestos

No person shall be permitted to work in an environment in which he or she would be exposed to asbestos in excess of the prescribed occupational exposure limit.

Information and training

Before any employee is exposed to asbestos dust it shall be ensured that the employee is adequately and comprehensively informed and trained, on both practical aspects and theoretical knowledge, with regard to:

- The contents and scope of the Asbestos Regulations
- The potential sources of exposure
- the potential health risk caused by exposure to asbestos, including the health risks to employees' families and others, which could result from taking home asbestos contaminated equipment and clothing, and the dramatically increased risk of lung cancer for asbestos workers who smoke
- The measures taken by the employer to protect an employee against any risk from exposure
- The precautions to be taken by the employee to protect himself or herself against the health risks associated with the exposure, which include the wearing and use of protective clothing and respiratory protective equipment

- The necessity, correct use, maintenance and limitations of protective equipment, facilities and engineering control measures provided
- The occupational exposure limit and its meaning
- The importance of good housekeeping at the workplace and personal hygiene
- The safe working procedures regarding the use, handling, processing, and storage of any material containing asbestos
- procedures to be followed in the event of an accidental spillage or any other similar emergency situation likely to result in the release of asbestos dust
- Procedures for reporting and correcting defects likely to result in the release of asbestos dust
- Safe disposal of asbestos waste
- Training shall be provided by somebody who is competent to provide it and has adequate personal practical experience and theoretical knowledge of all aspects of the work being carried out by the employer

It shall be ensured that contractors or any person other than employees who may be exposed to asbestos at the workplace are given adequate information, instruction and training
Record shall be kept of any training, both practical and theoretical, that was given to an employee

Medical surveillance

It shall be ensured that an employee is under the medical surveillance of an occupational medical practitioner;

An employee is exposed to asbestos dust exceeding the OEL for asbestos

An occupational medicine practitioner certifies that the relevant employee is medical fit to work under the above mentioned areas

Cleanliness of premises and plant

Steps shall be taken to ensure that:

Workplaces are maintained in a clean state and are free of asbestos waste and, whenever asbestos is accidentally spilled or asbestos dust is accidentally released into the workplace, that remedial measures are taken immediately before work is resumed.

Asbestos Cement Sheeting and Related Products

Any person who erect, maintain, alter, renovate, repair, dismantle or add asbestos-cement roof sheeting, wall paneling, gutters, fascia boards and related products to a building shall ensure that:

- Written work procedures are laid down and followed to prevent the release of asbestos dust into the environment
- The work procedures shall be available for perusal by the relevant health and safety representative or relevant health and safety committee and for inspection by an inspector

- removal work is conducted under controlled conditions in accordance with regulations 11 and 13
- cutting or drilling is performed under controlled conditions in accordance with regulation 11 and 13, including the use of wet methods where possible, and a suitable slow-speed cutter is used, provided that a respirator shall be used by the operator and others at risk of exposure
- asbestos waste of any form, including dust, is collected and disposed of in accordance with regulation 12
- once installed and where reasonably practicable, the relevant items are painted or otherwise sealed with a protective coating to limit the release of asbestos dust, combat weathering and inhibit growth of lichen or moss
- where reasonably practicable, high-pressure water jetting is not used unless in conjunction with a suitable profiled hood that limits dispersal of contaminated water

Records

An employer shall:

- Keep records of the results of all assessments, air monitoring, medical surveillance reports and the asbestos inventory. Personal medical records shall only be made available to an occupational health practitioner
- Allow any person, subject to formal consent in writing of an employee, to peruse the records with respect to that particular employee
- Make the records of all assessments and air monitoring, and the asbestos inventory available for perusal by the relevant health and safety representative or relevant health and safety committee, and Department of Labour inspector
- Keep all records of assessments and air monitoring, and the asbestos inventory for a minimum period of 40 years
- Keep all medical surveillance records for a minimum period of 40 years and, if the company ceases activities relating to asbestos work, shall hand over or forward by registered post all these records to the Department of Labour
- Keep a record of the tests and investigations of control systems and of any repairs resulting from the relevant tests and investigations, and keep that record for at least three years
- Keep a record of training given to an employee for as long as the employee remains employed at the workplace in which he or she is being exposed to asbestos

Personal Protective Equipment and Facilities

It shall be ensured that all personal protective equipment contaminated with asbestos dust is cleaned and handled in accordance with the following procedures:

- Where the equipment is cleaned on the premises, care shall be taken to prevent contamination during handling, transport and cleaning;
- Where the equipment is sent off the premises to a contractor for cleaning purposes-
- The equipment shall be packed in impermeable containers;
- The container shall be tightly sealed and clearly, labelled

It shall be ensured that no person removes dirty or contaminated personal protective equipment from the workplace.

Where personal protective equipment contaminated with asbestos dust has to be disposed of, it shall be treated as asbestos waste.

Washing facilities shall be provided which are readily accessible and located in an area where the facilities will not become contaminated

Labelling, Packaging, Transportation and Storage

In order to avoid the spread of asbestos dust, steps shall be taken to ensure that:

- The asbestos in storage or being distributed is properly identified, classified and handled in accordance with SABS0228;
- A container or a vehicle in which asbestos is transported is clearly identified, classified and packed in accordance with SABS 0228 and SABS 0229; and
- Any article or substance which contains asbestos is clearly labelled with the correct signage.

Disposal of Asbestos

It shall be ensured that:

All asbestos waste is placed in containers that will prevent the likelihood of exposure during handling;

- all vehicles, re-usable containers or any other similar articles which have been in contact with asbestos waste are cleaned and decontaminated after use, in such a way that they do not cause a hazard inside or outside the workplace;
- All asbestos waste which can cause exposure, is disposed of only on sites specifically designated for this and in such manner that it does not cause a hazard inside or outside the site;

- all persons involved in the collection, transport and disposal of asbestos waste, who may be exposed to that waste, are provided with personal protective equipment; and
- Where the services of a contractor for the disposal of asbestos waste are used, a provision is incorporated into the contract stating that the contractor shall also comply with the provisions of the Asbestos Regulations

3.7 Procurement

- When the responsible person as per each SAP Purchase Order certifies payment following an assessment date, the *supplier* complies with the *Employer's* procedure for invoice submission.
- The invoice states the following:
 - Invoice addressed to Transnet SOC Ltd;
 - Transnet Limited's VAT No. 4720103177;
 - Invoice number;
 - The *Supplier's* VAT Number; and
 - The Contract number
 - Purchase order number
 - The invoice contains the supporting detail
- The invoice is presented either by post or by hand delivery.
- Invoices submitted by post are addressed to:
Transnet Freight Rail
PO Box 20064
Empangeni
3880
- Invoices submitted by hand are presented to:
Transnet Freight Rail
Malahle House, 4 Kiewet Street, Empangeni, 3880, Qetelo Moshoeshoe.
- The invoice is presented as an original.

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ENQUIRY NUMBER: ERAC-RCB-19044
DESCRIPTION OF THE WORKS: REMOVE AND REPLACE ASBESTOS SHEETING ON VARIOUS STRUCTURES IN
THE PORT OF RICHARDS BAY ON AN "AS AND WHEN" REQUIRED BASIS

PART 3: SERVICE INFORMATION

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C3.1: SERVICE INFORMATION

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C3 Service information

3.1 Overview of the Services

Remove and replace asbestos roof sheeting on various structures in the Port of Richards Bay on an as and when required basis as per the items listed in Part C2.2 the pricing list.

- Tenderer needs to ensure that all vehicles and drivers entering the Port are in possession of permits to enter the Port of Richards Bay
- The vehicles making deliveries should be serviceable and conform to all requirements of the OHS Act
- Only Employees that are trained by the Department of Labour, to handle asbestos materials will be allowed on site.
- The driver and his assistants must wear at least minimum Personal Protective Equipment when entering the site
- Water, toilets and Electricity supplied by client

3.2 Specifications of the Services

SANS 1200

All the material will free be issued by Transnet.

The Contractor shall make his services available on an as and when required basis to assist, but not limited to, with the following activities:

- Site Supervision, site inspections, establishments and de establishments.
- Shall allow for an independent body i.e. an Approved Inspection Authority (AIA) from the Department of Labour, to make regular site visits and inspections.
- Shall allow for access to structures, including certification.
- Shall allow for the safe disposal of asbestos materials at a registered dump site (per 7m3 skip bin)
- Close small holes in asbestos roof sheeting (mastic glue).
- Remove asbestos cladding/sheeting and replace with polycarbonate or fibre cement cladding/sheeting.
- Remove asbestos ridge caps and replace with fibre cement ridge caps.
- Remove and replace aluminium or zincalume roof and side wall sheeting between asbestos sheeting.

- Remove and replace s/steel top speed and other roofing screws including washers on asbestos sheeting.
- Prepare surfaces and remove all loose material, apply two coats 'Plascon' Nuroof Acrylic' roof paint, colour to client's specification on asbestos roof sheeting.

3.3 Insurance

Refer to NEC3 SC part C1.2 - Contract Data, Data provided by the Purchaser. Clauses 8 – Risks and insurance.

3.4 Price structure and payment

The fees payable by Transnet to the Contractor for the services rendered shall be in accordance with the schedule of prices agreed to.

The invoiced amount payable to the Contractor shall be the sum of the charges as set out in the clause above, which shall be determined in accordance with the records, approved delivery notes and such other documents kept by the parties, and which shall be invoiced monthly.

The Contractor shall, after the end of each month, submit to Transnet invoices, certified as correct, specifying the services rendered during the preceding month and detailing the amount due.

Transnet shall effect payment thirty (30)-days after receipt of a valid TAX invoice from the Contractor.

The Contractor shall correct any error in the invoiced amount per credit note.

3.5 Access to site

Access to the Port of Richards Bay will be subjected to the Transnet Port Terminal security requirements and regulations. The Contractor will be responsible for obtaining the access permits for himself, his staff and delivery vehicles.

The Drivers and Employees need to comply with the site Safety and must at all times wear correct PPE and the vehicles must also have orange construction flashing lights and reversing sirens.