

TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No ERAC-WGO-014283

THE CUTTING OF HIGH RISK TREES IN CLOSE PROXIMITY TO HIGH VOLTAGE ELECTRICAL EQUIPMENT AROUND WITBANK DEPOT ON AN AS AND WHEN BASIS FOR A PERIOD OF SIX (6) MONTHS

FOR THE SUPPLY OF: FOR THE CUTTING OF HIGH RISK TREES IN CLOSE PROXIMITY TO HIGH VOLTAGE ELECTRICAL EQUIPMENT AROUND WITBANK DEPOT ON AN AS AND WHEN BASIS FOR A PERIOD OF SIX (6) MONTHS

BRIEFING SESSION: 27th May 2014

TRANSNET OFFICES

PAVILLION BUILDING

ROE BOARDROOM

CNR BOTHA AND RHODES STREETS

WITBANK

1035

TIME: 10:00

CONTACT PERSON: NKHENSANI MAKAMU at 013 655 7807 or Cell 083 335 1542

ISSUE DATE: 22 May 2014

CLOSING DATE: 03 June 2014

CLOSING TIME: 10:00

VALIDITY DATE: 03 September 2014

Section 1
NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: [Submit physically]
CLOSING VENUE: [Transnet Freight Rail Tender Advice Centre, Inyanda House 1, Ground Floor,
21 Wellington road, Parktown, Johannesburg]

1 Responses to RFQ

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

On or after **22 May 2014**, the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Tender Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington road, Parktown, Johannesburg.,

NOTES –

i. This RFQ tender document is available free of charge.

RFQ documents will only be available until 15h00 on Monday, 26th May 2014

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 FORMAL BRIEFING

A compulsory information briefing will be conducted at Transnet Offices, Pavillion Building, Roe Boardroom, Cnr Botha and Rhodes Streets Witbank, on Tuesday 27th May 2014, at 10h00 for a period of ± 1 - 2 hours.

[Respondent to provide own PPE, transportation and accommodation].

Contact person: NKHENSANI MAKAMU at 013 655 7807 or Cell 083 335 1542

2.1 A Certificate of Attendance in the form set out in Section 14 hereto must be completed and submitted with your Quotation.

2.2 Respondents failing to attend the compulsory site meeting and/or RFQ briefing will be disqualified.

2.3 . Transnet shall conduct safety talks, and also conduct alcohol-blow tests before the briefing commences.

3 THE BRIEFING SESSION WILL START PUNCTUALLY AT 11H00 AND INFORMATION WILL NOT BE REPEATED FOR THE BENEFIT OF RESPONDENTS ARRIVING LATE.

4 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

4.1 B-BBEE Scorecard and Rating

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

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of **70 (Seventy points)**.
- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Goods or Services.
- The 80/20 preference point system applies where the acquisition of the Goods or Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- The 90/10 preference point system applies where acquisition of the Goods or Services will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.
- **In this RFQ, Transnet will 80/20 preference point system prescribed in the PPPFA.**

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

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

- Enterprises will be rated by such agencies based on the following:

a) Large Enterprises [i.e. annual turnover greater than R35 million]:

Rating level based on all seven elements of the B-BBEE scorecard

b) Qualifying Small Enterprises – QSE [i.e. annual turnover between R5 million and R35 million]:

Rating based on any four of the elements of the B-BBEE scorecard

c) Exempted Micro Enterprises – EME [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with annual total revenue of R 5 million or less qualifies as an EME.

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

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

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

Transnet will accordingly allocate a maximum of **10/20 [ten/twenty] points** in accordance with the **80/20 / 90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure A- B-BBEE Preference Points Claim Form** for further details].

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

5 Communication

- Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: **Prudence Nkabinde**

Email: **prudence.nkabinde@transnet.net**

- Respondents may also, at any time after the closing date of the RFQ, communicate with

Nhlanhla Vilakazi on any matter relating to its RFQ response:

Telephone 013 656 4296

Email **Nhlanhla.Vilakazi@transnet.net**

6 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

7 VAT Registration

The valid VAT registration number must be stated here: _____ [if applicable].

8 Legal Compliance

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

9 Changes to Quotations

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

10 Pricing

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

11 Prices Subject to Confirmation

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

12 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

13 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.

14 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;
- 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; or
- make no award at all.

Transnet reserves the right to lower the threshold for Technical by **10%** [ten percent] if no Bidders pass the predetermined minimum threshold or if only one bidder passes the threshold. This right will be exercised in Transnet's sole discretion.

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

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

15 Evaluation Criteria

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

- **Administrative responsiveness (Phase 1)** - Completeness of response and returnable documents
- **Substantive responsiveness (Phase 2)** – Prequalification criteria, if any, must be met

Stage 2: Test for Substantive responsiveness

The following documents are essential documents and must be attached and will progress to be competitively evaluated in stage 3

- Completion of (SHE) Management Questionnaires.
 - Letter of good standing
 - Pest Control Operator (PCO)
 - Proof of appropriate current ORHVS,
 - Aerial Rescue Training (FAS)
- **Technical threshold of 70% (Phase 2):** Compliance to specification / quality, previous performance, delivery lead-time

Weighted evaluation based on 80/20 preference point system (Phase 3)

The evaluation will have a 3 Phases approach.

Phase 1 will be an Administrative Responsiveness determining phase to proceed to phase 2 and those that comply, will progress to be competitively evaluated in phase 3.

Minimum criteria for progressing from phase 1 to phase 2 are detailed below: (Transnet will apply the following criteria; not necessarily in this order, phase 1 of the evaluation)

PHASE 2 – FUNCTIONAL EVALUATION

No	Technical prequalifying criteria	Weight
	(which carries a minimum of 70 points to proceed to phase 3)	
1	Submitted a risk, safety and environmental plan for the project	40
2	Technical capacity including resources to execute the project	40
3	Similar track record previously undertaken	20

PHASE 3

The bidders that have successfully progressed through to Phase 2 will be evaluated in accordance with the **80/20 preference point system** contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2011)

Weighted evaluation based on 80/20 preference point system:

Pricing

- Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.
- Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

- Ps* = Score for the Bid under consideration
Pt = Price of Bid under consideration
Pmin = Price of lowest acceptable Bid

- B-BBEE status of company

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

Preference points will 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 (90/10) system	Number of points (80/20) system
1	10	20
2	9	18
3	8	16
4	6	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Description	Total
Price	80
BBBEE	20
Total	100

16 Validity Period

Transnet desires a validity period of **90 [ninety] days** from the closing date of this RFQ.

This RFQ is valid until 03 September 2014.

17 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

18 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

19 Disclosure of Prices Quoted

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

YES NO

20 Returnable Documents

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

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

Failure to provide all these 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.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE : Technical Submission/Questionnaire	

- 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.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	

Returnable Documents	Submitted [Yes or No]
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if C.C.]	
- Entity's letterhead	
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	
ANNEXURE A – B-BBEE Preference Points Claim Form	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFQ Documents	
SECTION 8 : General Bid Conditions – Services	
SECTION 9 : STANDARD TERMS AND CONDITIONS OF CONTRACT	
SECTION 10 : RFQ Declaration Form	
SECTION 11 : Breach of Law	
SECTION 12 : Bid Clarification Request Form	
SECTION 13 : Service Provider Code of Conduct	
SECTION 14 : Certificate of attendance of Site Meeting / RFQ Briefing	
SECTION 15 : NON-DISCLOSURE AGREEMENT [NDA]	
SECTION 17 : E4B – Minimum Communal Health Requirements	
SECTION 18 : E4E – Safety arrangements and Procedural compliance	
SECTION 19 : BBD8210 Version 1 – E7/1 – Specification to general work and works on, over, under or adjacent to railway lines and near high voltage equipment	
SECTION 20: SCHEDULE OF PLANT AND EQUIPMENT	
Risk and safety plan	
List of plant and methods of operation to be used	

Failure to provide all the above-referenced returnable documents listed will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Quotations.

20.1 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 B-BBEE Accreditation 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 the Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

"PREVIEW COPY ONLY"

Section 2
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 Terms and Conditions for the Supply of Goods and Services to Transnet [available on request]; 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.

1 REFERENCES

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

Company Name	Nature of work	Value of work	Contact person	Contact details	Year completed

"PREVIEW COPY ONLY"

1. SCOPE OF REQUIREMENTS

PROJECT SPECIFICATION

TABLE OF CONTENTS

21 A1 SCOPE OF WORK

This contract covers the cutting of high risk trees in close proximity to high voltage electrical equipment in the geographical area controlled by the Depot Engineer, Witbank. The stumps of these cut trees must be treated with appropriate herbicide to the extent that the remains of these trees cease to exist. In many cases aerial rigging and lowering of branches to the ground whilst aloft in the trees will be required as well as the chipping of smaller branches on site.

The performance due by the Contractor shall include any work arising from or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.

The Contractor shall obtain his/her own information regarding species, occurrence and extent of vegetation to be controlled in order to comply with the required standards.

22 A2 SUFFICIENCY OF TENDER

A2.1 The contract will only be awarded to a tenderer who has the **necessary experience in the cutting and permanent eradication of high risk trees** close to high voltage equipment. The tenderer is required to have **ORHVS training**, aerial rescue training (FAS – Fall Arrestor System), be trained in cutting of high risk trees near high voltage equipment and be in possession of appropriate **rigging or high risk tree cutting certificates**.

A2.2 A Site Inspection Certificate (E4A) signed by the Manager or his/her deputy (compulsory) must be submitted with the tender. The submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

23 A3 DURATION OF CONTRACT

The work provides for the control of vegetation for a **period of six months** commencing on the date of notification of acceptance of tender with Transnet Freight Rail.

24 A4 COMPLIANCE WITH STATUTES

A4.1 The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Acts;

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
- d) The Environmental Conservation Act (Act 73 of 1989).
- e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970).
- i) The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).

j) The Occupational Health and Safety Act (Act 85 of 1993)

A4.2 The Contractor shall ensure that this work be done in the presence and under the supervision of a **Pest Control Operator (PCO)**, specialising in the field of weed control. The Pest Control Operator must be registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947, as amended.

In particular the successful contractor must adhere to the stipulations of the South African National Standard – Overhead power lines for conditions prevailing in South Africa -SANS 10280-1:2008 Part 1: Safety, or latest amendments thereto. Furthermore it will be required that the contractor also adhere to the Transnet Specification E7/1 for General Works on, over, under or adjacent to Railway Lines and near High Voltage Equipment.

Herbicides to be utilised must be registered for the appropriate treatment of the specific tree species to be cut as stipulated by Act 36 of 1947.

A6 TO BE PROVIDED BY TRANSNET FREIGHT RAIL

The following material, equipment and services will be provided free of charge by Transnet Freight Rail where required:

A6.1.1 Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Contractor shall be responsible for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use.

A6.1.2 Inspections of the areas of work by motor trolley may be arranged with the Manager, but will have to coincide with normal track inspections carried out by the inspection/technical staff of the Depot. The Manager shall be given timeous notice (4 calendar weeks) of the Contractor's intention to inspect.

A7 TO BE PROVIDED BY THE CONTRACTOR

A7.1 In addition to all labour materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his/her employees.

A7.2 The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.

The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.

A7.3 The Contractor shall appoint at each work site personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.

An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

The Contractor shall make available employees to be trained, certificated and used as lookouts when required. The training shall be done at no charge to the Contractor.

A8 SCHEDULE OF QUANTITIES AND PRICES

A8.1 The quantities in the Schedule of Prices are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced Schedule (prepared in ink) for the Works.

A8.2 The Tenderer shall price each item. If the Contractor has omitted to price any items in the Schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

The absence of stated quantities in the Schedule is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of tenders.

A8.3 The short descriptions of the items in the Schedule are for identification purposes only. The Transnet General Conditions of Contract together with the Special Conditions of Contract and Specifications shall be read in conjunction with the Schedule. In so far as these documents have any bearing, they shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the Schedule of Prices.

A9 CONTRACT PRICE AND ADJUSTMENT FACTOR

A9.1 Value-added tax in terms of the Value-added Tax Act No. 89 of 1991 should not be included in the tendered rates. Provision is made in the Schedule of Prices for the lump addition of Value-added Tax.

A. A9.2 No contract price adjustment will be applicable in this contract. Any price increase due to escalation will be for the Contractor's account and any price decrease will be to his/her benefit.

A10 SITE MEETINGS

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Manager or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

A11 SITE BOOKS

A11.1 The Contractor shall provide a site instruction book and a daily diary at the site as directed by the Manager for the duration of the contract.

A11.2 The site instruction book shall only be used by the Manager or his/her deputy and will be used for the issuing of instructions to the Contractor.

A11.3 The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the Manager or his/her deputy.

A12 INFORMATION TO BE PROVIDED WITH TENDER

The Tenderer shall submit the following information at the time of tendering:

A12.1 Full description of the plant and methods of operation to be used by him/her for all aspects of the work required to ensure performance as specified.

- A12.2 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.
- A12.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- A12.4 The Schedule of Prices must be completed in full.
- A12.5 An undertaking that **all equipment will be ready for operation and that the work can commence timeously**, to comply with requirements of the contract. The contractor must be in possession of at least a "Sky Jack" or Cherry picker, mechanical winches, non-conductible cables and ladders, chipper for disposal of smaller branches amongst other specialised equipment. Chippers must be capable of disposing of branches 200mm in diameter.
- A12.6 A list of registered herbicides to be used in the work, supported by specimen labels, indicating:
Trade name
Generic name
Registration Number
Ingredients (type and content) as shown on the label
Application rates
- The Manager's approval shall first be obtained for use of other herbicides.
- A12.7 Precautions to be taken to prevent damage of adjacent vegetation, and any other relevant information must be given.
- The methods of vegetation control, description and rates of herbicidal application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor.
- The Contractor shall not depart from the methods of vegetation control or minimum herbicide usage tendered, without approval from the Manager or his/her deputy.
- A12.8 **A copy of the certificate issued by the Department of Agriculture to certify that the tenderer or his/her representative is a pest control operator in terms of Act 36 of 1947, as stipulated under clause A4.2, must be submitted.**
- A12.9 Proof of appropriate current ORHVS, Aerial Rescue (FAS), Tree cutting and Rigging training as well as appropriate valid chainsaw operator training certificates.

A13 PENALTIES FOR LATE COMPLETION

The provisions of the Transnet General Conditions of Contract pertaining to penalties for late completion shall not apply to this contract.

A14 SAFETY

- Contractor shall conduct safety talks every time before working, and also conduct random alcohol-blow tests.
- Contractor shall abide to all safety rules of TFR while they are within TFR premises.
- While working on heights higher than 2m wear the safety harness.
- The contractor's employees must be aware of trains at all times while cutting
- Contractor shall provide themselves with appropriate PPE to perform the work safely.
- Safety file shall always accompany the contractor whenever they are on site.
- First aid kit shall always accompany the contractor whenever they are on site.

- The contractor with his whole team will attend a safety induction session before the commencement of any work.
- Before any work commence the condition of tools, machinery and Personal Protective Equipment will be approved and then checked on a regular basis by any employee from Transnet Freight Rail.

SAFETY INSTRUCTIONS:

- (a) Safety induction to the supplier's employees will be conducted before commencing with the rendering of service.
- (b) Safety induction will be conducted by TFR employee for one day to the supplier's employees. NB:(OHT)
- (c) All the detailed activities performed and explained during the induction must be signed for by the suppliers employees and the copies must be kept for record purposes by TFR and the supplier.
- (d) Before the supplier can be allowed to work in TFR premises, the required PPE must be worn.
- (e) It is the supplier's responsibility to supply his / her employees with PPE as required by TFR.
- (f) The required PPE from the suppliers employees on TFR premises is as follows:
- (i) Reflective vest
 - (ii) Safety boots / shoes
 - (iii) Safety gloves
 - (iv) Respirator
 - (v) Goggles / glasses to protect the eyes

NB: should the above mentioned PPE not be worn, that particular employee will not be allowed to work. This will be regarded as a breach of contract by the supplier and may result in the termination of contract as TFR does not compromise on SAFETY.

- (g) The supplier should ensure that its employees work safely as required by TFR.
- (h) Failing to comply with safe working, the supplier will carry the cost that resulted from unsafe working of his / her employees.
- (i) All incidents that involve the supplier will be investigated by TFR and the supplier will be advised of the findings and recommendations.
- (j) The supplier will be expected to implement the recommended actions within the time frame given by TFR.
- (k) TFR may require the supplier's employees to be witnesses during incidents investigation.
- (l) The supplier may be requested to form part of the investigation committee to investigate incidents that involves his / her employees and this request may not be unreasonably withheld.

7. SUPERVISION

The contractor shall appoint competent personnel to supervise the team for the duration of the contract.

8. SITE MEETING

The contractor shall attend site meetings when convened by the Technical Officer. Such meetings will be for the purpose of discussing progress, delays, materials, conditions, problems and co-ordination of site activities. The meetings will be chaired by the Technical Officer and the proceedings shall be minuted.

9. SITE BOOKS

The contractor shall provide itself and have the A4 carbon copy books with detachable numbered sheets in triplicate. This book shall be available at all times at the workplace, and it will be used as:

- (I) Site instruction book for receiving and recording instructions issued by the Technical Officer. All instructions recorded shall be signed by the technical Officer and immediately acknowledged by the counter signature of the contractor or his agent.
- (II) Daily diary/ record book with a page per day for recording all events affecting the progress of the works; breakdowns, delays, work done during the day etc. Entries shall be made by the contractor daily. Those days on which no events take place must be ruled out and "NIL" entered.

B2.1 CONTROL

Control is achieved when;

- High risk trees have been cut back to a height of 0.3 meter and that the remaining stumps cease to exist as living organisms or entities,
- No new growth on cut stumps occur,
- All cut, dead or dry remains of any vegetation within the treated area are completely removed from Transnet Freight Rail property, or to sites designated on Transnet Freight Rail property by the Manager or his/her deputy,
- All branches of plants, outside the area to be controlled, which protrude or hang over into the area to be controlled, are removed.

B2.1.1 Control constitutes a process or situation where the control of vegetation on treated areas occurs on an **on-going basis** and not only at the time of measurement and payment inspections.

B2.1.2 Declared weeds means category 1 plants and declared invader plants means category 2 and 3 plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, including amendments (GN Regulation 1048 of 25/05/1984 amended by GN Regulation 280 of 30/03/2001) thereto.

B 2.2 WORK AREA

Refer to Schedule of Quantities.

B2.3 WORKLOTS

For the purpose of this contract trees will be measured individually according to their diameter. (See Schedule of quantities.) The contractor must ascertain the risk factor in felling the trees specified in the Schedule of Quantities prior to submitting a tender document for this work.

In the event that chipping of smaller branches is required this chipping will be measured per cubic meter chipped.

B3 METHOD OF VEGETATION CONTROL

- B3.1 The Contractor's methods and program shall provide rapid and effective control in all areas. Techniques, programming and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate action to control growth in all instances where rapid and effective control is not achieved during any period of the contract.
- ~~B3.2 Plant material, other than woody material stipulated in clause B2.1, such as grasses and herbaceous plants that have been controlled to and maintained at a height of 0.3 metre are to remain alive to prevent soil erosion.~~
- B3.3 Burning and hoeing ("Skoffeling"), of plant material will not be allowed as a method of control. Herbicides, which act as a scorching agent (e.g. with Paraquat or similar active ingredients) shall not be used.
- B3.4 Any deviation from the method of work submitted as per clause A12.1 by the Contractor shall be subject to the approval of the Manager.
- B3.5 Where plant material, stipulated in clause B1.2 and ~~B3.2~~, is severely damaged or destroyed due to negligence on the part of the Contractor, the Contractor shall be held responsible for the full reinstatement thereof.

B4 STANDARDS OF WORKMANSHIP

- B4.1 Vegetation control shall be such that there is no regrowth on cut stumps occurring in the work area.
- B4.1.1 Plant material up to a height of 0.3 metre, other than woody plant material, must be alive.
- B4.1.2 Cut woody plant material must cease to exist.
- B4.1.3 There must be no cut, dead, or dry remains of any vegetation within the treated area. In instances where the Contractor is allowed to stack vegetative material elsewhere in the rail reserve, this material will be neatly stacked according to the requirements of the Manager.
- B4.2 OVERALL CONTROL
- B4.2.1 The overall standard of control to be achieved by the Contractor over the contract area, defined as "Overall Control" and expressed as a percentage, will be determined by application of the following formula;

$$\text{Overall Control} = \frac{(\text{No.of trees controlled} - \text{No.of trees rejected})}{\text{No.of trees controlled}} \times 100$$

- B4.2.2 The minimum percentage of the total work that shall comply with the standard of control, shall be 80%. This measurement will be applicable for the inspection carried out during the term of the contract.
- B4.2.3 Failure by the Contractor to achieve the standard of "Overall Control" shall enable the Manager to terminate the Contract in terms of the Transnet General Conditions of Contract.

B5 PROGRAMME OF WORK

- B5.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Manager for approval full particulars thereof within **2 days** from the date of notification by Transnet Freight Rail.
- B5.1.1 Transnet Freight Rail requires that the works be completed within **reasonable time frame depending on the scope of work to be performed**, from the date of notification by Transnet Freight Rail
- B5.2 The particulars to be provided in respect of the Contractor's vegetation control program shall include but not be limited to the following:
- B5.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area,
- B5.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract,
- B5.2.3 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.
- B5.2.4 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,
- B5.3 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of :
- ascertaining factors that could influence the work;
 - monitoring the standard of vegetation control achieved;
 - identifying any damage or hazards which may have been caused by the vegetation control operation, and
 - planning of timeous execution of remedial work where control is not being achieved.
- B5.4 In addition to the program provided for in terms of B5.1, the Contractor shall submit daily working programs to the Manager, 7 days in advance of the next working week, indicating the specific areas where the Contractor will be working each day of the week. Failure by the Contractor to submit a daily program and/or deviating from it without notifying the Manager, preventing him/her from monitoring the Contractor's performance, may result in payment for such work being withheld.

B6 PERFORMANCE MONITORING AND EVALUATION

- B6.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed application. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- B6.2 The Manager shall at any time during the operation carry out inspections of the Contractor's performance methods and procedures. He/she may at any time take samples of the chemicals applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Contractor. The Manager may order the Contractor to retreat entire sections where such chemicals were applied.

B6.3 The Manager shall, during the contract period, carry out one official inspection of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved.

The Manager will inform the Contractor 14 days in advance of the program of these inspections and will arrange the transport such, that adequate space and time is available for the purpose of the inspection.

The inspections shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Manager.

B6.3.1 The first inspection will take place at or within a week after completion of the Contractor's initial program (Clause B5.1.1) and at which time control as described in B2.1 shall have been achieved.

B6.3.4 During each of these inspections the area treated will be measured and evaluated. Any area, measured in square metre, which does not comply with the specified level of control, will be recorded as rejected work.

B6.4 The rejection of work that does not comply with the standard of control will be final and valid for that inspection.

The rejection by the Manager of work performance may be contested by the Contractor only at the time and place of rejection.

The rejection of work at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Contractor may execute further remedial work in order to achieve control at further and final inspections.

B6.5 In the case where the Manager and the Contractor fail to agree on rejected work, the rejected work shall be recorded as a "disputed work". The Contractor shall prepare an appropriate record of all disputed work in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the Transnet General Conditions of Contract.

B7. REMEDIAL WORK

B7.1 The Contractor shall carry out remedial work to all work where control has not been achieved, prior to the official inspections in terms of clause B6 taking place. Such remedial work shall include the removal of cut, dry or dead growth from the controlled work area.

B7.2 The Manager may, at any time after the first measurement order the Contractor to carry out remedial action, to commence within 2 weeks after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Manager for his/her approval. Failing to do so the Manager may arrange for such action to be carried out by others at the cost of the Contractor.

B8. DAMAGE TO FAUNA AND FLORA

B8.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be sprayed. The Contractor shall take the presence of drainage works within yards or depots into account and shall ensure that no water-borne movement of herbicides is possible.

B8.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crop vegetation or property, or be hazardous to humans or

animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

- B8.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.

The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.

Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.

- B8.4 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

- B8.5 **Burning will not be allowed under any circumstances as a means of control. The making of fires, for whatever purpose, on Transnet Freight Rail property is also strictly prohibited.**

B9. MEASUREMENT AND PAYMENT

- B9.1 Payment will be based on the numbers of trees felled and treated/branches chipped as instructed by the Manager and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause B2.1.

- B9.2 No payment will be made for rejected work where control achieved does not meet the standards of control specified.

- B9.3 Measurement and payment for the work completed will be made in 1 stage as follows:

- B9.3.1 After completion of the program of the entire contract area the Manager or his/her deputy and the Contractor will measure and evaluate the work performed in terms of clause B6.3.1 (number of trees felled and treated/branches chipped). The Contractor will thereafter receive payment at 100% of the rates tendered for all work where control as specified has been achieved.

- B9.4 The rates and prices tendered in the Schedule of Prices are composite and shall be fully inclusive of all the Contractor costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Contractor's profit, for all delay and consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in the Contract.

11. PENALTY CLAUSE

Quality inspection will be done during and when the work is done, and any substandard identified will be repaired on the contractor's costs.

MINIMUM CONTENTS FOR SHEQ PLAN AND PLANTS AND EQUIPMENTS

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

Part A: Health and safety Plan

1. SHE Management Structure

- 1.1. Construction Work Supervisor (Construction Regulation 6)
- 1.2. Subordinate Construction Work Supervisor (Construction Regulation 6)
- 1.3. Construction Safety Officer (Construction Regulation 6(7)).
- 1.4. List of Contractors already appointed - List to be revised at least monthly.
- 1.5. Health and Safety Representative (Section 17 of OHS Act).

2. SHE Organisation

- 2.1 Health and Safety Committee.
- 2.2. Composition.
- 2.3 Frequency of Meetings.
- 2.4 Minutes of meeting.
- 2.5 Legal Compliance Audits.
- 2.6. Audit Report.
- 2.7 Frequency of Audits.
- 2.8 Findings and Analysis.
- 2.9 Corrective Action.

3. Risk Assessment/Management

- 3.1. Task descriptions.
- 3.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- 3.3. Risk Assessment (Construction Regulation 7)

4. Education and Training

- 4.1. Induction training (Construction Regulation 7(9))
- 4.2. Site Specific Training.
- 4.3. Certificate of Competence.

5. Emergency Planning – Evacuation plan

- 5.1. Client procedure.
- 5.2. Site Procedure.

6. Health and Safety Communications

- 6.1 Safety/Toolbox talks.
- 6.2 Incident Recall.

7. Safe Working Procedures and Methods

- 7.1 Method Statements.
- 7.2 Safe Operating Procedures.
- 7.3 Task/Job observations.

8. Personal Protective Equipment and Clothing

- 8.1 PPE required after all other controls have been considered.
- 8.2 PPE proof of issue.

9. Project security

- 9.1 Security risks identified.
- 9.2 Access control.

Part B. Environmental Management Plan

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

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

10. Equipment/Plants' requirement for the purpose of this contract.

- 10.1 Sky Jack or Cherry Picker
- 10.2 Chain Saws
- 10.3 Mechanical Winches
- 10.4 Van or 1 ton Truck
- 10.5 Step ladders
- 10.6 Head protection Helmet
- 10.7 Non-conductible cables

11 GENERAL INFORMATION

- 11.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 11.2 The Service Provider(s) must provide the information requested and comply with the requirements stated in this RFQ.

12 NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent (**the Service Provider**) shall ensure that the Services to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in this RFQ, and shall thereby adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Service Provider, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Service Provider and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

YES		NO	
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13 SERVICE LEVELS

- 13.1 An experienced national account representative(s) is required to work with Transnet’s sourcing/procurement department. [No sales representatives are needed for individual department/locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 13.2 Transnet will have quarterly reviews with the Service Provider’s account representative on an on-going basis.
- 13.4 Transnet reserves the right to request that any member of the Service Provider’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 13.5 The Service Provider guarantees that it will achieve a 95% service level on the following measures. If the Service Provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly sales payable in the next quarter:
 - a)
 - b)
 - c) on time deliverables
- 13.6 Service Provider must provide a telephone number for customer service calls.
- 13.7 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days’ notice to the Service Provider.

Acceptance of Service Levels:

YES		NO	
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14 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Service Provider, in relation to:

14.1 Quality of Services required:

14.2 Continuity of Services *[refer clause 6.9 of Form ST&C]:*

14.3 Compliance with the Occupational Health and Safety Act, 85 of 1993 *[refer clause 8.1(f) of Form ST&C]:*

14.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002 *[refer paragraph 0 above]:*

"PREVIEW COPY ONLY"

Price Schedule

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

Item No	KM LOCATION	QTY OF TREES (large)	Rate	Per Price Per Unit
RAYTON TO WITBANK				
1	43/11-15	3		
2	56/1-9	3		
3	56/2-5	1		
4	69/9	1		
5	73/12-13	3		
6	78/4	3		
7	78/6	1		
8	78/15	1		
9	84/14-85/1	2		
10	100/3-8	4		
11	100/1	4		
12	104/3-7	3		
13	107/22-108/1	4		
ESTIMATED TREES TO BE CUT		33		
WITBANK TO DERWENT				
14	4/3-5	1		
15	4/19	1		
16	12/1-2	2		
17	24/12	1		
18	30/9-14	4		
19	31/3-4	4		
20	31/11	3		
21	31/14	3		
22	44/14-15	3		
23	52/4-7	4		
24	53/8	1		
25	54/3-7	8		
26	64/4-5	6		
27	78/5	1		
28	87/2	1		
29	87/10-87/14	14		
30	89/1-89/7	8		
31	89/10-89/11	2		

ESTIMATED TREES TO BE CUT		67		
BELFAST TO GOEDGELUK				
32	104/4	1		
33	105/8-15	4		
34	106/2	1		
35	106/8	3		
36	107/11-21	6		
37	109/12-22	7		
38	110/1	4		
39	110/7-10	7		
40	114/12-16	7		
41	115/18	4		
42	1/26	1		
43	2/20	2		
ESTIMATED TREES TO BE CUT		47		
TOTAL CONSOLIDATED NUMBER OF TREES TO BE CUT		147		
			TOTAL PRICE EXCLUDING VAT	
			VAT	
			TOTAL PRICE INCLUDING VAT	

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

Notes to Pricing:

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

Section 3

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

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

1 SOLE AGREEMENT

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

2 CONFORMITY WITH ORDER

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

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

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

- 4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorized additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

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

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

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

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 PUBLICITY

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

8 TERMINATION OF ORDER

- 8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.
- 8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

9 ACCESS

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

10 WARRANTY

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

11 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or

passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

12 ASSIGNMENT

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

13 NOTICES

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

14 LAW

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

15 GENERAL

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

16 COUNTERPARTS

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

By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at _____ on this ____ day of _____ 20__

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS:

Respondent's contact person: *[Please complete]*

Name :
Designation :
Telephone :
Cell Phone :
Facsimile :
Email :
Website :

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

Section 4
VENDOR APPLICATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [with bank stamp]
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **Certified copy** of valid Company Registration Certificate [if applicable]
9. A signed letter from your auditor or accountant confirming most recent annual turnover figures

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Vendor Application Form

Company trading name						
Company registered name						
Company Registration Number or ID Number if a Sole Proprietor						
Form of entity [√]	<input type="checkbox"/> CC	<input type="checkbox"/> Trust	<input type="checkbox"/> Pty Ltd	<input type="checkbox"/> Limited	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
VAT number [if registered]						
Company telephone number						
Company fax number						
Company email address						
Company website address						
Bank name			Branch & Branch code			
Account holder			Bank account number			
Postal address						Code
Physical Address						Code
Contact person						
Designation						
Telephone						
Email						
Annual turnover range [last financial year]	<input type="checkbox"/> < R5 m	<input type="checkbox"/> R5 - 35 m	<input type="checkbox"/> > R35 m			
Does your company provide	<input type="checkbox"/> Products	<input type="checkbox"/> Services	<input type="checkbox"/> Both			
Area of delivery	<input type="checkbox"/> National	<input type="checkbox"/> Provincial	<input type="checkbox"/> Local			
Is your company a public or private entity	<input type="checkbox"/> Public	<input type="checkbox"/> Private				
Does your company have a Tax Directive or IRP30 Certificate	<input type="checkbox"/> Yes	<input type="checkbox"/> No				
Main product or services [e.g. Stationery/Consulting]						

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Complete B-BBEE Ownership Details:

% Black ownership		% Black women ownership		% Disabled Black ownership	
Does your company have a B-BBEE certificate	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
What is your B-BBEE status [Level 1 to 9 / Unknown]					
How many personnel does the firm employ	<input type="checkbox"/> Permanent	<input type="checkbox"/> Part time			

If you are an existing Vendor with Transnet please complete the following:

Transnet contact person	
Contact number	
Transnet Operating Division	

Duly authorised to sign for and on behalf of Company / Organisation:

Name		Designation	
Signature		Date	

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RFQ FOR THE PAINTING OF SIGNALLING EQUIPMENT: AT WITBANK DEPOT
Section 6: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to Quotations and/or Agreements for the supply of Services.

FULL NAME _____
SIGNATURE CHAIRMAN

FULL NAME _____
SIGNATURE SECRETARY

RFQ FOR THE PAINTING OF SIGNALLING EQUIPMENT: AT WITBANK DEPOT

Section 7: CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF ENTITY:

I/We

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

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

SIGNED at _____ on this _____ day of _____ 2012

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

RFQ FOR THE PAINTING OF SIGNALLING EQUIPMENT: AT WITBANK DEPOT

Section 8: GENERAL BID CONDITIONS - SERVICES

Refer General Bid Conditions attached hereto

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RFQ FOR THE PAINTING OF SIGNALLING EQUIPMENT: AT WITBANK DEPOT

**Section 9: STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES TO TRANSNET**

Refer Form ST&C attached hereto.

**Respondents should note the obligations as set out in
clause 20 [Terms and Conditions of Bid]**

of the General Bid Conditions [RFQ Section 3] which reads as follows:

"The Service Provider shall adhere to the Standard Terms and Conditions of Contract as set out in Form ST&C – Services, a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer alternatives. 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."

RFQ FOR THE PAINTING OF SIGNALLING EQUIPMENT: AT WITBANK DEPOT

Section 10: RFQ DECLARATION FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. 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;
4. 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
5. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group.

If such a relationship exists, Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

6. 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.
7. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. *[Refer "Important Notice to Respondents" overleaf].*
8. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of _____ 2012

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

IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFQs exceeding R5, 000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFQ process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

RFQ FOR THE PAINTING OF SIGNALLING EQUIPMENT: AT WITBANK DEPOT

Section 11: BREACH OF LAW

NAME OF ENTITY: _____

I/We _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFQ FOR THE PAINTING OF SIGNALLING EQUIPMENT: AT WITBANK DEPOT
Section 12: BID CLARIFICATION REQUEST FORM**

RFQ No: ERAC-WGO-014283

RFQ deadline for questions / bid clarifications: **Before 12:00 3 days prior to closing date**

TO: Transnet SOC Ltd
ATTENTION: The Secretary, Transnet Acquisition Council [TAC]
EMAIL: prudence.nkabinde@transnet.net
DATE: _____
FROM: _____

RFQ Bid Clarification No [to be inserted by Transnet]

REQUEST FOR BID CLARIFICATION

Multiple horizontal lines for providing bid clarification details.

Respondent's Signature

Date & Company Stamp

RFQ FOR THE PAINTING OF SIGNALLING EQUIPMENT: AT WITBANK DEPOT

Section 13: SERVICE PROVIDER CODE OF CONDUCT

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

The Transnet Procurement Procedures Manual [**PPM**];

Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fair, equitable, transparent, competitive and cost effective;

The Public Finance Management Act [**PFMA**];

The Broad Based Black Economic Empowerment Act [**B-BBEE**]; and

The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFQ to formally appraise prospective Transnet Service Providers of Transnet's expectations regarding behaviour and conduct of its Service Providers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

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

- 1. Transnet will not participate in corrupt practices and therefore expects its Service Providers to act in a similar manner.*

Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our Service Providers.

Employees must not accept or request money or anything of value, directly or indirectly, to:

- illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
- gain an improper advantage.

There may be times when a Service Provider is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Service Providers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

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

Service Providers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.

Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

3. *Transnet's relationship with Service Providers requires us to clearly define requirements, exchange information and share mutual benefits.*

Generally, Service Providers have their own business standards and regulations. Although Transnet cannot control the actions of our Service Providers, we will not tolerate any illegal activities. These include, but are not limited to:

- misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
- collusion;
- failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
- corrupt activities listed above; and
- harassment, intimidation or other aggressive actions towards Transnet employees.

Service Providers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Service Provider is expected to participate in an honest and straight forward manner.

Service Providers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet.

Doing business with family members

Having a financial interest in another company in our industry

RFQ FOR THE PAINTING OF SIGNALLING EQUIPMENT: AT WITBANK DEPOT

Section 14: CERTIFICATE OF ATTENDANCE OF SITE MEETING / RFQ BRIEFING

It is hereby certified that –

2. _____

3. _____

Representative(s) of _____ *[name of entity]*

attended the site meeting / RFQ briefing in respect of the proposed Services to be supplied in terms of this RFQ on _____ 2014

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

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RFQ FOR THE PAINTING OF SIGNALLING EQUIPMENT: AT WITBANK DEPOT

Section 15: NON-DISCLOSURE AGREEMENT [NDA]

Complete and sign the Non-Disclosure Agreement attached hereto

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

THIS AGREEMENT is made between

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

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

and

Bongimbali Construction and Logistics as indicated in the RFQ bid response hereto

WHEREAS

Transnet and Bongimbali Construction and Logistics 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 [RFQ] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- a) is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - b) was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - c) following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by 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 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.

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.

ooo000ooo

"PREVIEW COPY ONLY"

Thus signed by the Parties and witnessed on the following dates and at the following places:

For and on behalf of TRANSNET SOC LTD duly authorised hereto	For and on behalf of duly authorised hereto
Name: NHLANHLA VILAKAZI	Name:
Position: REGIONAL PROCUREMENT MANAGER	Position:
Signature:	Signature:
Date:	Date:
Place:	Place:

AS WITNESS: Name:	AS WITNESS: Name:
Signature:	Signature:

AS WITNESS: Name:	AS WITNESS: Name:
Signature:	Signature:

"PREVIEW COPY ONLY"

Section 17: E4B – MINIMUM COMMUNAL HEALTH REQUIREMENTS

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

1. CAMPS

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

2. HOUSING

- 2.1 Every living room shall have cross ventilation, both constant and occasional. Where only one window is provided, it shall not be in the same wall as the door.
- 2.2 Dimensions of living rooms shall be sufficient to allow 3.5 square metres of floor area and 11 cubic metres of air space for each person over the age of 10 years. The floor area of any living room shall not be less than 7,8 square metres.
- 2.3 Flat-roofed quarters shall have a minimum roof height of 3 metres above floor level. For quarters with pitched roofs, the wall height shall be not less than 2,6 metres above the floor with a minimum height above floor of 3 metres at the top of the pitch.
- 2.4 Doors shall not be less than 2m x 0,75m and must be halved.
- 2.5 Windows of each living room shall have an area not less than one twelfth of the floor area and shall be capable of opening to at least half their full area.

- 2.6 In areas where malaria is prevalent, doors and windows must be fitted with gauze screens.
- 2.7 Cooking shelters shall comprise roofed structures, three sides of which shall be enclosed by a weatherproof material, approved by the Technical Officer to a height of at least **1m** above ground level.
 - 2.7.1 Sleeping quarters shall not accommodate more than 8 persons per room.
 - 2.7.2 Pegboards shall be carried on metal or concrete supports and shall be separated by partitions not less than 0,4 metres high extending to within 150mm of the end of the bunk. Pegboards shall be removable for cleaning.

3. **WATER SUPPLY AND ABLUTION FACILITIES**

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

4. **SANITATION**

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

Latrines shall be fly proof and sited at least 10 metres from any other building, and shall not face on any public road, thoroughfare, railway line or residential property. Pits shall not be less than 2,5 metres deep and sited not less than 120 metres from nearest underground water source.
- 4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.
- 4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.
- 4.4 Labour shall be employed on camp sanitation duties on the following basis:-
 - 4.4.1 Where the number of persons living at the camp is 20 or less - one unit.
 - 4.4.2 For additional numbers over 20 living at the camp - one unit per 100 or part thereof.
- 4.5 Unless refuse is removed by a competent authority, it shall be disposed of in pits and covered over daily with a layer of earth or ash of sufficient thickness to prevent depredations by rodents and the breeding of flies.

- 4.6 Adequate measures shall be taken against all vermin and insects responsible for the spread of disease. Any instructions of a competent health authority shall be carried out promptly and implicitly.
- 4.7 Buildings and bedboards shall be treated whenever necessary with an approved insecticide.
- 4.8 The Contractor shall permit and facilitate inspection of the camp and structures on the site by the staff of Transnet or any other competent authority, and shall comply with any reasonable request by such staff or any other competent authority to eliminate any unsanitary condition.
- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Technical Officer.
- 4.10 The keeping of animals of any sort is not permitted.
- 4.11 The Contractor shall have on hand at the camp the necessary tools, disinfectants and cleaning materials to maintain and clean the sanitary facilities.

5. **RATIONS**

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

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RFQ FOR THE PAINTING OF SIGNALLING EQUIPMENT: AT WITBANK DEPOT

Section 18: E4E – SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

(ACT 85 OF 1993) AND APPLICABLE REGULATIONS

1. General

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

2. Definitions

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or cutting of or addition to a building or any similar structure;
 - (b) the installation, erection, cutting or maintenance of fixed plant where such work includes the risk of a person falling;
 - (c) the construction, maintenance, demolition or cutting of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
 - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

- 2.3 **"competent person"** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 **"Contractor"** means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.
- 2.5 **"fall protection plan"** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 **"health and safety file"** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **"Health and Safety Plan "** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **"Risk Assessment"** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **"the Act"** means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
 - (b) includes the use of explosives to perform construction work; or
 - (c) includes the cutting of fixed plant at a height greater than 3m,
- and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
- (a) includes excavation work deeper than 1m; or
 - (b) includes working at a height greater than 3 metres above ground or a landing.
- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.

- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Transnet's safety requirements and procedures.

4. Special Permits

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

5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
 - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
 - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be

applied on the site and shall include at least the following:

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

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

- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
- (d) the site access control measures pertaining to health and safety to be implemented;
- (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

5.4.1 The Health and Safety programme shall be subject to the 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 Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

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

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

- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

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

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

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

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ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

-
-
- 1 (a) Name and postal address of principal contractor:

 - (b) Name and tel. no of principal contractor's contact person:

 2. Principal contractor's compensation registration number: _____
 3. (a) Name and postal address of client:

 - (b) Name and tel no of client's contact person or agent:

 4. (a) Name and postal address of designer(s) for the project:

 - (b) Name and tel. no of designer(s) contact person:

 5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).

 6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2). _____
 7. Exact physical address of the construction site or site office:

 8. Nature of the construction work:

Respondent's Signature

Date & Company Stamp

- 9. Expected commencement date: _____
- 10. Expected completion date: _____

- 11. Estimated maximum number of persons on the construction site: _____

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

- 13. Name(s) of contractors already chosen.

1.2 Principal Contractor _____
Date

1.3 Client _____
Date

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

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

ANNEXURE 2

(COMPANY LETTER HEAD)

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

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In terms of

_____ I,
_____ representing the Employer) do hereby appoint

As the Competent Person on the
premises at _____
(physical address) to assist in compliance with the Act and the applicable Regulations.

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

Date : _____

Signature :- _____

Designation :- _____

ACCEPTANCE OF DESIGNATION

*do hereby accept this Designation and
acknowledge that I*

_____ *understand the requirements of this appointment.*

Date : _____

Signature :- _____

Designation :- _____

ANNEXURE 3

(COMPANY LETTER HEAD)

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

DECLARATION

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

Signature :- _____

Date : _____

ANNEXURE 4

(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)

SITE ACCESS CERTIFICATE

Access to : _____ (Area)

Name of Contractor/Builder :- _____

Contract/Order No.: _____

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

In terms of your contract/order with

(company) _____

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

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

Signed : _____ **Date :** _____

TECHNICAL OFFICER

ACKNOWLEDGEMENT OF RECEIPT

Name _____ **of**
Contractor/Builder :- _____

*do hereby acknowledge and accept
the duties*

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

Name : _____

Designation : _____

Signature : _____

Date : _____

Section 19: BBD8210 VERSION 1 – E7/1 – SPECIFICATION TO GENERAL WORK AND WORKS ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT

Refer to attached form hereto

"PREVIEW COPY ONLY"

Section: 20 - SCHEDULE OF PLANT AND EQUIPMENT

RFQ NUMBER ERAC-WGO-014283

RFQ FOR THE PAINTING OF SIGNALLING EQUIPMENT: AT WITBANK DEPOT

SCHEDULE OF PLANT

Schedule of major plant and equipment to be used in the execution of this contract in terms of the Contract Conditions and specifications. The respondent must state which plant is immediately available and which will have to be acquired.

(i) Plant immediately available for work tendered for:

(ii) Plant on order and which will be available for work tendered for:

(iii) Plant to be acquired for the work tendered for:

10. CLAUSE BY CLAUSE COMPLIANCE

Refer to the scope of work

CLAUSE NO	COMPLY YES/ NO	COMMENTS
1.		
2.		
2.1		
2.2		
2.3		
3.		
3.1		
3.2		
3.3		
3.4		
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10.		
11.		
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13.		
13.1		
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13.4		
13.5		
13.6		

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