



Transnet Freight Rail
A Division of
TRANSNET LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

ISSUE DATE : 19 JANUARY 2012
CLOSING DATE : 07 FEBRUARY 2012
CLOSING TIME : 10H00
OPTION DATE : 30 APRIL 2012

Please note that late responses and those delivered or posted
to the wrong address will be disqualified.



RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

SCHEDULE OF DOCUMENTS

Section

- 1. Notice to Bidders**
- 2. Background, Overview and Scope of Requirements**
- 3. Quotation Form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFQ Documents**
- 6. Pricing and Delivery Schedule**
- 7. General Tender Conditions (CSS5 – Services)**
- 8. Standard Terms and Conditions of Contract (US7 - Services)**
- 9. Certificate Of attendance Of Information Briefing Session**
- 10. Schedule of Plant**
- 11. Minimum Communal Health Requirements (E4B)**
- 12. Safety Arrangements and Procedural Compliance (E4E)**
- 13. Non Disclosure Agreement**
- 14. Tender safety Clauses and Questionnaire**
- 15. Supplier Code Of Conduct**
- 16. Specification For Works On, Over, Under Or Adjacent to Railway Lines**
- 17. Clause To Clause Compliance**
- 18. Annexure's A, B C, D And E**
- 19. SDF (Supplier Declaration Forms)**

Respondent's Signature

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Date and Company Stamp



SECTION 1

RFQ NUMBER ERAC 80B6939 - 8236

FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6 LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA) WITBANK

NOTICE TO BIDDERS

Quotations are requested from selected persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the above-mentioned requirement to Transnet.

On or after **19 January 2012** the RFQ documents may be inspected at, and are obtainable from the office of Transnet Tender Advice centre, Inyanda House 1, Ground Floor, 21 Wellington Road, Parktown, Johannesburg. A non-refundable Quotation fee of **R150.00** (Inclusive of VAT) is applicable per quotation. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch Code, 004805. The deposit slip must reflect **RFQ, ERAC 80B6939 - 8236** and the Company Name. Receipts to be presented prior to collection of the RFQ's. RFQ documents to be collected until **25 January 2012 before 15h00**

A **compulsory** information briefing session will be conducted at Transnet Freight Rail, **26 January 2012, 12:00 O'clock** at, Witbank Railway Station, Signal Building, Witbank.

Contact Person. Thandi Ngobeni 083 304 2370.

As the briefing session will be held in an operational area of Transnet, all people entering the premises **may be subjected to a substance abuse test.**

This is a standard operational requirement for TFR, when entering any operational area in order that TFR may address the risk of injury.

Any person that fails such test will not be permitted to enter the premises and thereby forfeits rights to be allowed access to the briefing session and will subsequently not be permitted to submit a bid for the tender.

NOTE: ***** (Very Important) *****

- Respondents failing to attend the compulsory briefing session and site visit will be disqualified.
- Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.
- The information briefing session will start punctually at 12h00 and Respondents arriving late will not be accommodated.
- Respondents to provide own Transportation, Beverages and Accommodation.
- Reflective Jackets and Safety Shoes to be worn when visiting the site.
- Respondents, who do not comply with all of the above, will be disqualified immediately on site.
- No facsimile-, telegraphic-, or e-mail tenders/quotations will be accepted.

Respondent's Signature

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Date and Company Stamp



For specific queries before the closing of the RFQ, the following TRANSNET Freight Rail employee(s) may be contacted by email only:

Name : Anneline Scholtz
Division : Transnet Freight Rail, (SCS) Procurement
Email : anneline.scholtz@transnet.net

1. Quotations **in DUPLICATE** must reach The Chairperson, Transnet Acquisition Council, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No	: KDS80B6939 - 8236
Description	: Construction Of Speed Calming Measures At Various Places Witbank
Closing date and time	: 07 February 2012 at 10h00
Closing address (refer options paragraph 4 below)	

2. DELIVERY INSTRUCTIONS FOR THIS RFQ

- 2.1.1 **If posted**, the envelope must be addressed to The Chairperson, TRANSNET Freight Rail Acquisition Council, and P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 2.1.2 **If delivered by hand**, the envelope is to be deposited in TRANSNET Freight Rail Acquisition Council RFQ box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

THE CHAIRPERSON TRANSNET FREIGHT RAIL ACQUISITION COUNCIL GROUND FLOOR RFQ BOX INYANDA HOUSE 1 21 WELLINGTON ROAD PARKTOWN JOHANNESBURG 2001

The measurements of the "RFQ slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

It should also be noted that the above RFQ box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

Respondent's Signature

Date and Company Stamp



- 2.1.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to The Chairman, TRANSNET Freight Rail and a signature obtained from that Office.

**THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001**

3. Please note that this RFQ closes punctually at 10:00 on Tuesday 07 February 2012.
4. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
5. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
6. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
7. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
8. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the respondent on the reverse side
9. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (ALTERATIONS MADE BY THE RESPONDENT TO RFQ PRICES) of the General RFQ Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
10. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**
TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R 30,000 will as far as possible be earmarked for EME's.

TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies **approved** by SANAS (South African National Accreditation System, under the auspices of the DTI).

Respondent's Signature

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Date and Company Stamp



In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.

However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

BBBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.

Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all 7 (seven) elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
 - Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
 - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
 - EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.

Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.

<p>Turnover: Indicate your company's most recent annual turnover:</p> <p>R.....</p>
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Respondent's Signature

Date and Company Stamp



- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBBEE UNIQUE PROFILE NUMBER:
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Failure to submit your BBBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBBEE evaluation.

11. COMMUNICATION

Respondents are warned that a response will be liable to 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 enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing date of the RFQ, communicate with the Chairperson of the TRANSNET Freight Rail Acquisition Council, at telephone no. 011 544 9486 or fax no. 011 774 9186 on any matter relating to its RFQ response.

12. RFQ SCHEDULE

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with TRANSNET representatives at a location to be agreed.

13. INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Quotation.
- (ii) Both sets of documents to be submitted to the address specified above.

Respondent's Signature

Date and Company Stamp



- (iii) The following returnable documents must accompany all Quotations:
- Respondent's latest BBBEE Certificate;
 - Respondent's valid Tax Clearance Certificate.

14. COMPLIANCE

The successful Respondent (hereinafter referred to as the "Supplier") shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

15. ADDITIONAL NOTES:

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- TRANSNET reserves the right to undertake post-RFQ negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of manufacture (works) during this process.
- All RFQ documents must be complete in full and no correction ink (Tippex) must be used.

NB: Unless otherwise expressly stated, all Quotations furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. TRANSNET reserves the right to reject any or all offers.

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS
MAY RESULT IN A QUOTATION BEING REJECTED**

16. DISCLAIMERS

Respondents are hereby advised that 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. In particular, please note that TRANSNET reserves the right to:

- modify the RFQ's 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

Respondent's Signature

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Date and Company Stamp



- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

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

17. LEGAL REVIEW

Any QUOTATION submitted by a Respondent is subject to review and negotiation of the proposed contract by TRANSNET's Legal Counsel. Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....

TRANSNET urges its clients, suppliers and the general public to report any fraud or corruption on the part of TRANSNET's employees to
TIP-OFFS ANONYMOUS : 0800 003 056

Respondent's Signature

Date and Company Stamp



SECTION 2

RFQ NUMBER ERAC 80B6939 - 8236

FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6 LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA) WITBANK

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. SCOPE OF WORK

PART A

A1.1 DESCRIPTION OF WORK

This contract addresses construction of speed calming measures at various sites. The works are required to be undertaken in accordance with the specification. The Works, described more specifically in Part B of this project specification, generally consists of the following:

- ◆ Construction of speed calming measures according to specification
- ◆ Supply and erection of road traffic signs as stipulated in the South African Road Traffic Signs Manual
- ◆ Painting of road markings as stipulated in the South African Road Traffic Signs Manual
- ◆ Controlling Traffic as stipulated in the South African Road Traffic Signs Manual – Short Term Works

A1.2. LOCATION OF SITE AND ACCESS

The sites reside under the Witbank Depot jurisdiction, all located between Rayton – Machadodorp and Belfast – Dullstroom. Access to the worksites can be gained from municipal and provincial roads directly.

A site access certificate will be issued to The Supplier.

Respondent's Signature

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Date and Company Stamp



A.1.3. DURATION OF CONTRACT

- The work has to start two weeks after being awarded the contract and has to be completed within (2) Two months (7days per level crossing). A detail program of works has to be submitted by The Supplier one week after the contract is awarded.
- The Supplier has to indicate in the tender the type and duration of occupations that need to be applied for and the time required executing the work per work site.
- When, in the opinion of the Technical Officer, any part of the work done or items of material used, or equipment or machines installed or intended for use or installation is not in accordance with the requirements of the Contract, whether or not payment for such work, machines, equipment or material has been made, he may order the Supplier in writing to remove any such objectionable part, item or component thereof, to replace it with acceptable material, machines or equipment, and to rectify or reconstruct the work without cost to Transnet.
- The work will not be accepted by Transnet as complete until all defects of every kind have been made good to the satisfaction of the Technical Officer.

A2. DEFINITIONS

For the purpose of this contract,

Project Manager: Means a person or juristic person appointed by Transnet from time to time as the Project Manager, to administer the Contract according to the power and rights held by and obligations placed upon him in terms of the Contract.

Respondent's Signature

Date and Company Stamp



Technical Officer: Means the person or juristic person appointed by Transnet from time to time as the Technical Officer, to administer the Supplier's performance and execution of the Work according to the powers and rights held by and obligations placed upon the Technical Officer in terms of the Contract.

SARTSM: Refer to the South African Road Traffic Sign Manual (Vol. 2, Chapter 7).

A3. CONSTRUCTION PROGRAM

The Supplier shall include with the tender document a preliminary program of construction. The program shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed. This program must be accompanied by a detailed personnel composition and level of skills for every phase of the project.

The Municipality / Provincial Government has to stipulate if any phases of the contract needs road occupations, to enable the Supplier to start work in time. The Supplier has to then supply a detailed construction program, which ties in with the occupation dates after receiving the occupation dates.

A4. TRANSNET FREIGHT RAIL RESPONSIBILITIES

- ◆ It is the responsibilities of TFR to liaison with road owners such as municipality and Provincial Roads Authority regarding access and other statutory requirements. TFR will provide all the Roads Authorities requirements.
- ◆ TFR Technical Officer to liaison with the Roads Authorities to provide a representative for supervision of the road works for the duration of the project working together with the TFR Technical officer.
- ◆ TFR Technical Officer will conduct Safety Induction prior to commencement date.

Respondent's Signature

Date and Company Stamp



A5. SUPPLIER'S RESPONSIBILITY

- ◆ The provision of all labour and the operation of all plant, equipment and material resources as per schedule of quantities to complete the works in accordance with the drawings, specifications and all contract requirements.
- ◆ Supplier will return all old signs belonging to TFR to the Technical Officer.
- ◆ The Supplier has to Control Traffic as stipulated in the South African Road Traffic Signs Manual – Short Term Works.(See part D Annexure B)
- ◆ The Supplier has to provide a Safety Plan with all safety certificates and operator certificates, which should be available on site at all times.
- ◆ The Supplier has to provide two flagmen for road traffic control with valid competency certificates for the duration of the contract.
- ◆ The Supplier has to provide a cell phone on site for communication with the Technical Officer.

A6. SITE BOOKS

The Supplier has to provide a triplicate site instruction book and a site diary, which must remain on the site for the duration of the project. The Supplier has to complete the daily diary and a detailed description of the work done has to be recorded on a daily basis. All instructions or communication regarding work to The Supplier will be done in writing by the Technical Officer in the site instruction book. Neither of these books may be removed from the site without the permission of the Project Manager or the Technical Officer on site.

A7. SITE MEETINGS

The Supplier has to attend all site meetings convened by the Project Manager or Technical Officer. The purpose of such meetings is to discuss progress, delays, materials, deviations from scope, safety related

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Date and Company Stamp



matters, conditions, specifications, etc. The meeting will be held under the chairmanship of the Project Manager or Technical Officer. Preferable days will be discussed and agreed with Supplier for the meetings. The frequency of these meetings will be discussed and agreed with the Supplier. The following people have to attend such meetings: Project Manager, Technical Officer, and The Supplier's Project Manager or/and his Site Agent, other department's representatives and any other person whom shall be deemed necessary to attend such a meeting.

A8. PROTECTION OF, AND CONNECTION TO EXISTING SERVICES

The Municipality / Provisional Roads Authority will be responsible for locating and pointing out existing services to The Supplier. The Supplier will then take full responsibility for the protection of such services during construction. Should any service be damaged during the course of the works, the Project Manager will be notified immediately. The Supplier will be held responsible for damage to known existing services caused by or arising out of his/her operations and any repair will be done at his own expense. Damage to unknown services will be repaired as soon as possible and liability will be determined on site when such damage should occur.

A9. SITE FACILITIES

A9.1 Supplier's Camp

The Supplier will make his own arrangements for suitable housing of his employees. No provision will be made for site establishment since this is a short contract thus camping by The Contractor on site is not necessary.

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A10. MEASUREMENT AND PAYMENT CERTIFICATE

The units of measurement will be as indicated in the Schedule of Quantities against each activity. Payment will be calculated according to the actual items completed as per items in the Schedule of Quantities. The claim for payment to The Supplier will be set out on a typed form similar to the Schedule of Quantities. Payment to The Supplier shall be made on a monthly basis. The Supplier shall submit a payment claim at least by the 21st of each month, the Project Manager will verify items claimed against actual item completed and where necessary adjustment shall be made and payment carried out. A10 % retention will be imposed against each payment claimed by The Supplier according to Clause A.13.

A.11 PAYMENT FOR ITEMS UNDER GENERAL

A.11.1 Escalations

Time related obligations and general items will not be subjected to escalation and payment will be made on a monthly basis.

A.12 DEFECTS LIABILITY PERIOD

The defects liabilities period shall be 6 months after the completion certificate has been issued. The Completion Certificate will be issued once all clearing and finishing off on site has been completed.

A.13. RETENTION MONEY

The retention money for this project will be 10 % of the project cost, which will be paid after defect liability period of 3 months, has lapsed. The Supplier may be called upon to rectify any defect or sub-standard work before retention money is paid to him. No security amount will be provided by The Supplier.

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A.14. PENALTIES FOR LATE COMPLETION

Should the Supplier fail to complete the works during the contract period, or / and activities on critical path, calculated from the time of notification, penalties of **R 1 000.00 per day** shall apply in terms of the conventional Penalties Act of 1962 (as amended).

A.15. INDEMNITIES AND INSURANCE

The Supplier will take every precaution not to cause damage to property or injury to any person as a result of his execution of the work.

Transnet Freight Rail will insure, in the joint names of Transnet Freight Rail and The Supplier, against all legal liabilities which may arise from the accidental death of, or injury to third party persons and/or accidental loss of, or damage to third party property in the course of The Supplier's execution of the work.

The insurance policy will be for an indemnity limit as stated in the policy and will be maintained in force during the entire period of the contract.

The insurance to be provided will have a cross liabilities cover in respect that each party will be separately indemnified in respect of claims made by any one of them against the other as though a separate policy has been issued to each of them.

The Supplier shall insure against loss of or damage to his own machinery, tools, equipment, materials and site establishments and any consequential financial losses arising from such damage. This insurance

Respondent's Signature

Date and Company Stamp



is to be maintained in force during the entire period of the Tender. The Supplier will likewise arrange his own insurance in respect of motor vehicle liabilities and employer's common law liabilities of The Supplier.

A.16. APPLICABLE SPECIFICATIONS

In so far as they apply and they are not inconsistent with the terms of this specification, the following specifications will form an integral part of this project. In case where these specifications and other extracts are contrary or inconsistent with this project specification, the project specification will rule over them. Where only extracts are supplied the whole document can be obtained from the Transnet Freight Rail representative (Project Manager / Technical Officer).

- A.16.1** E4B Minimum Communal Health Requirements in areas outside the jurisdiction of a local authority.
- A.16.2.** E4E Safety arrangements and procedural compliance with the Occupational Health and Safety Act; Act 85 of 1993 and Regulations.
- A.16.3.** E7/1 Specifications for works on, over and adjacent to Railway lines and near High Voltage Equipment.



PART B

B1. GENERAL

B.1.1 All facilities are to meet Statutory and Transnet Health requirements.

B.1.2 Works to meet all Transnet Specifications including, but not limited to:

- Specification E7/2: Specifications for works on, over and adjacent to Railway lines and near High Voltage Equipment.
- Specification S410: Standard Specification for Earthworks.

The following supporting specifications are applicable to this contract:

- SOUTH AFRICAN ROAD TRAFFIC SIGN MANUAL (SARTSM, Vol. 2, Chapter 7),
- PSA.1.3 General SABS 1200A General,
- PSA.1.4 Earthworks SABS 1200C Clearing of site,
- SABS 1200D Earthworks,
- SABS 1200MM Ancillary Roadworks

B2. SCOPE OF WORK

The scope of work addresses the technical specifications of construction of speed calming measures, road repairs, erecting of traffic road signs and painting of road markings as per attached drawing (see Part D Annexure: A, B, C, and D).

Speed calming measures will be planted on both sides of the level crossings – Side 1 and Side 2 (see Part D Annexure: Annexure A).

Transnet reserves the right to adjudicate on full or part of the quantities of the level crossings.

Respondent's Signature

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Date and Company Stamp



SPEED HUMPS

PREPARATIONS- (Days prior construction)

- Setting out of hump needs to be done two days before construction.
- All existing surface to be saw-cut one day before construction.

CONSTRUCTION METHODOLOGY (On construction day)

- Remove 500 mm asphalt strips across road width (anchor blocks as on drawing KDS01).
- Start erecting road signs and paint warning road marking.
- Place continuously graded coarse asphalt with 4.5% bitumen in strips and compact with two passes without vibrator.
- Place templates - both sides of one lane at a time.
- Place continuously graded medium asphalt with 5.5% bitumen and rake until slightly higher than templates.
- Shape asphalt with straight edge (channel section 6m long).
- Remove templates and compact without vibrator (three passes).
- Measure profile and rectify if necessary.
- Final compaction with three to four passes with vibrator.
- Place road studs.
- Paint speed hump the following day.

ROAD REPAIRS

Road repairs as and when required during construction. In liaison with the Technical Officer.

Respondent's Signature

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Date and Company Stamp



TRAFFIC SIGNS

- Only galvanised bolts and nuts should be used on W and R series (no uni-struts).
- All signs must be according to the SARTSM for 60km/h zone.
- All signs must have rounded edges.

ROADMARKINGS

- All road markings shall comply with the SARTSM (Annexure A).
- All new road markings should be in thermoplastic.

Painting specification:

Colour	Paint application rate (mm)	Premix bead application rate (%)	Initial coefficient of retro-reflective(minicandelas/lux/m ²)
White	1.2	35	200
Yellow	1.2	35	135

NOTE:

The Traffic Engineering and Operation section must always be consulted to assist with the setting out of speed humps.

Rumble strips

- Rumble strips are to be installed as per drawing specification.
- All strips must be 100mm wide and spaced 50mm apart, for the width of the road.
- 7 strips will comprise one rumble section.
- 19.0mm stones should be used.

Respondent's Signature

Date and Company Stamp



Accommodation of traffic

As per the instruction of the SARTSM – Short term works (Annexure B).

Position of Hump

As indicated on drawing specification (KDS 01) or as instructed by the Technical Officer.

B3. SAFETY

The Supplier is responsible for familiarizing himself and his employees with the content of Act 85 of 1993 as applicable on the type of the work being performed. The Supplier will conduct a daily safety talk with his personnel and all other people present on site. An attendance register and minutes of the meeting will be recorded and kept on the safety talk file or on the site diary daily.

The Supplier will supply all workers employed during this project with necessary Personal Protective Equipment applicable to the type of work being performed. No person either from Supplier, Transnet Freight Rail, general public, or any division of Transnet will be allowed on site without proper and appropriate Personal Protection Equipment. The Project Manager or Technical Officer will remove any personnel who would come to site without proper Personnel Protection Equipment. Asset Protection Service may be called upon to remove any person who fails to comply with site safety and protection requirements.

The making of fire for any purpose will not be permitted. The Supplier will be responsible for any damage to Transnet Freight Rail or adjacent private properties caused by fire emanating from his personnel making fire on the work site.

Respondent's Signature

Date and Company Stamp



The Supplier will be responsible for all safety aspects during construction; he/she will be responsible for traffic accommodation (during construction) and will provide all necessary road signs (See Part D Annexure B).

B4. MATERIALS

B4.1. Supply and Safekeeping

The Supplier will supply all material for the completion of the project. The Supplier will supply only quantities of material stipulated in the schedule of quantities for the completion of all works in this contract. All costs regarding the transportation, safekeeping as well as handling of the material up to the final installation, is to the account of The Supplier and are deemed to be included in the rates tendered. The Supplier will be liable for all material as soon as it has been delivered to him on site. It is therefore The Supplier's responsibility to ensure correct quantities and specification of materials on delivery and their safekeeping.

The Supplier will dispose all surplus and unsuitable material in spoil areas indicated by the Project Manager or Technical Officer. He will be responsible for all arrangements necessary to get access to such spoil sites.

B4.2 Spoil material

Spoil material, to be removed and dumped at a specified dumping site. No spoil material will be left laid around the site.

Respondent's Signature

Date and Company Stamp



B5. PLANT AND EQUIPMENT

The Supplier must provide his own plant and all other equipment or instruments needed for the execution of this project. The Supplier is responsible for the storage and safekeeping of their equipment. Transnet Freight Rail will accept no responsibility of any damage due to theft, fire, or any other event.

B6. QUALITY CONTROL

The Supplier will be solely responsible for the production of work that complies with Specifications to the satisfaction of the Project Manager. To this end it will be the responsibility of The Supplier to undertake appropriate quality control and quality assurance measures on site.

The Supplier will be responsible for taking levels needed for indicating the compliance of the humps as per the side elevation (drawing KDS01) after construction. Any work that does not conform to the relevant specifications will be rejected and recorded in the site instruction book.

The Supplier will at his own costs repair the rejected work to the satisfaction of the Project Manager or Technical Officer, and only on approval will payment be made. The re-construction work rejected due to non-conformity does not warrant an extension of time. Should The supplier fail to meet his deadline, he will be liable for penalties according to Clause A.14 of this specification.

B7. DAY WORKS

When day work is requested by the Project Manager, payment will be based on the same rates as those contained in the Schedule of Quantities, Labour Rates Form or by application of Variation Order (VO).

Records must be verified by the Project Manager during the execution of the day work.

Respondent's Signature

Date and Company Stamp



B8. ACCESS TO WORK SITE

Transnet Freight Rail will issue a site access certificate to The Supplier before commencement of the contract period.

A compulsory safety induction will also be arranged by the Technical Officer and all personnel of The Supplier have to attend this induction, The Roads authority representative will be present to conduct on their behalf.

B9. FINISHING OFF AND CLEARING OF SITE

After completion of the works The Supplier is responsible for finishing off and clearing up of site. The work entails clearing of all obvious signs of construction activities, such as building equipment, excess material, refuse and temporary works to the satisfaction of the Project Manager or Technical Officer.

B10. ADVERSE WEATHER CONDITIONS

During the execution of works, the Project Manager or Technical Officer will certify a day lost due to abnormal rainfall and adverse weather conditions only. If no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction program, the program may be revised to recover the lost days.

PART C

C1. Schedule Of Crossings And Quantities

1. Rayton at km. 39 728,
2. Witbank at km.114 350,
3. Machadodorp at km. 130 500,

Respondent's Signature

Date and Company Stamp



4. Dullstroom at km. 25 171,
5. Dullstroom at km. 32 277,
6. Dullstroom at km. 36 136,

PART D

D1. Annexures

- Annexure A: Drawings of Six Level Crossings
- Annexure B: Short Term Road Works
- Annexure C: Road Markings
- Annexure D: Road Warning Signs
- Annexure E: Sign Placement

2. SERVICE LEVELS

- 2.1 The Parties hereto agree to adhere to the following criteria in terms of acceptable Service levels to be provided by the Supplier for the duration of this Agreement
- 2.2 The Supplier shall -
 - 2.2.1 provide a detailed implementation plan to Transnet Freight Rail, which is to include, *inter alia*, time lines, check points and defined responsibilities for the Parties; and
 - 2.2.2 Maintain a site book per the various centres which will be signed off the Client employee and the Supplier
 - 2.2.3 provide a contact number for customer which will be available 24 hours a day.
 - 2.2.4 The Parties will hold quarterly reviews, such meetings to be arranged and minutes recorded by Transnet Freight Rail.
- 2.3 Failure of the Supplier to comply with the stated Service level requirements in this clause 12 gives Transnet the right to enforce its penalty regime as listed in clause 13 below.

Respondent's Signature

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Date and Company Stamp



3. PENALTIES

3.1 The Client shall be entitled to impose/levy penalties against the Supplier should the Supplier be in breach of certain provisions of this Agreement. Such penalties shall be deducted from the monthly amount due to the Supplier by the Client, after the Supplier has been notified of such penalties.

3.2 Notwithstanding the provision of this penalty clause, the Client shall:

3.2.1. not be precluded from exercising its right to terminate the Agreement in the event of Persistent Minor Breach; and

3.2.2. shall not be precluded from claiming damages from the Supplier, should damages be suffered by the Client or any third party as a result of any conduct or failure on the part of the Supplier or any of its employees.

3.3. The following penalties shall apply to the various centres for non-compliance with the obligations of the Supplier in terms of this Agreement:

3.4. Notwithstanding any other provision of this Agreement, the penalty deduction shall be limited to a maximum of 25% (twenty five percent) of the monthly contract value payable to the Supplier in respect of any particular centre.

3.5. The Parties may identify additional breaches in the Individual Agreement and determine applicable penalties.

3.6. Any penalty imposed in terms of this clause 13.6. shall be offset against the invoiced (vatable) amount, as declared in the Supplier's Tax Invoice, to which the penalty has attached, and the VAT payable by the Client to the Supplier shall be calculated on the invoiced amount less the service-related penalty imposed.

4. GENERAL INFORMATION

The service provider(s) shall be fully responsible to TRANSNET for the acts and omissions of persons directly or indirectly employed by them.

The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFQ.

Respondent's Signature

Date and Company Stamp



5. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 (*Exchange and Remittance*) of the General RFQ Conditions Form CSS5. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its RFQed price(s), is/are to be stipulated hereunder only if Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal/supplier.

(a)	ZAR1.00 (South African currency) being equal to (foreign currency).% in relation to RFQed price(s) (.....) to be remitted overseas by Transnet.
(b) (Name of country to which payment is to be made)
(c)	<u>Beneficiary details</u> : Name (Account holder) Bank (Name and branch code)..... Swift code Country
(d) (Applicable date of Exchange Rate used)

6. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the **National Railway Safety Regulator Act, 16 of 2002**, the successful Respondent (the "Supplier") 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 RFP, and shall thereby adhere to railway safety requirements and/or regulations. Permission for the engagement of a subcontractor by the Supplier, 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 Supplier 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 organization.

Accepted:

YES	
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NO	
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Respondent's Signature

Date and Company Stamp



7. RISK

Respondents must elaborate on the control measures put in place by their company, which mitigate the risk to Transnet, pertaining to potential non-performance by a Supplier in relation to -

(i) quality of the Service(s) provided:

.....
.....
.....
.....

(ii) continuity of provision of the Service(s) (refer clause 6.9 of Form US7):

.....
.....
.....
.....

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993 (refer clause 8.1(f) of Form US7)

.....
.....
.....
.....

(iv) compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 16 above)

.....
.....
.....
.....

Respondent's Signature

Date and Company Stamp



9. EVALUATION CRITERIA

TRANSNET will utilize the following criteria (not necessarily in this order) in choosing a Supplier, if so required:

Commercial

- ◆ Competitive Pricing

Technical

- ◆ Compliance to Specification
- ◆ References / Previous Performance Record
- ◆ Risk / Safety Plan
- ◆ Delivery Schedule
- ◆ BBBEE Certificate And Scorecard

10. DAMAGE TO TRANSNET LIMITED PROPERTY: (REFER TO CLAUSE 14 OF US7 ~ SERVICES)

The successful respondent shall be liable to make good any damage which may be caused to Transnet Limited Property by their servants or agents whilst upon Transnet Limited premises, whether or not such damage is due to negligence on the part of such servants or agents and the successful respondent shall and hereby do further indemnify Transnet Limited against liability for any loss of or damage to property whether belonging to them, their servants or agents or any third party, or for the death of or injury to any person, which may either directly or indirectly be cause by or arise out of the service.

11. INDEMNITY CLAUSE:

Transnet will not be held responsible for any losses and / or injuries suffered by the Contractor while rendering the service, which may result from whatever nature.

Respondent's Signature

Date and Company Stamp



SECTION 3

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

QUOTATION FORM

I/We _____
(name of company, close corporation or partnership)

_____ of (full address)

carrying on business under style or title of _____

represented by _____

in my capacity as _____

being duly authorized thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of RFQ documents.

I/We agree to be bound by those conditions in TRANSNET's :

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services (revised August 2008);
- (ii) General RFQ Conditions, Form CSS5 – Services (revised August 2008); and

Respondent's Signature

Date and Company Stamp



- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

I/We accept that unless TRANSNET should otherwise decide and so inform me/us in the facsimile or letter of acceptance, 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.

Should TRANSNET decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together with TRANSNET's letter of acceptance, shall constitute a binding contract between TRANSNET and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the service, within 4 (four) weeks, TRANSNET may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favorable Quotation.

I/We accept that any contract resulting from this offer will be for a period of _____ only; and agree to a penalty clause to be negotiated with TRANSNET, which will allow TRANSNET to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFQ. The *domicillium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFQ

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, deliverables, quality, BBBEE status or for any other reason.

Respondent's Signature

Date and Company Stamp



VALIDITY PERIOD

TRANSNET desires a validity period of 4 (four) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until _____ (State alternative validity period/date).

TAX (VAT) REGISTRATION NUMBER

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

TAX CLEARANCE CERTIFICATE

Respondents are required to forward a valid copy of their company's Tax Clearance Certificate with their Quotation.

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation (C.C.) on whose behalf the Quotation is submitted.

- (i) Registration number of company / C.C.
- (ii) Registered name of company / C.C.
- (iii) Full name(s) of director/member(s) Address/Addresses ID Number/s

Respondent's Signature

Date and Company Stamp



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.....
.....
.....
.....

REGISTRATION CERTIFICATE

Respondents must submit a certified copy of their company's Registration Certificate with their Quotation.

NAME AND ADDRESS OF ACCREDITED AGENT

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services (revised August 2008).

Name
Address

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Service(s), which is either directly or indirectly related to TRANSNET's business, written approval to divulge such information will have to be obtained from TRANSNET.

Respondent's Signature

Date and Company Stamp



DISCLOSURE OF PRICES TENDERED

Respondents must indicate here **whether TRANSNET may disclose** their tendered prices and conditions to other Respondents:

YES		NO	
------------	--	-----------	--

DECLARATION

Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the TRANSNET Group:

YES		NO	
------------	--	-----------	--

If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

(Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from future business with TRANSNET)

PRICE REVIEW

The successful Respondent(s) will be obliged to submit to an annual price review. TRANSNET will be benchmarking this price offering(s) against the lowest price received as per the benchmarking exercise. If the Respondent's price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 days - failing which the Contract may be terminated at TRANSNET's discretion or the particular Service(s) purchased outside the contract.

 Respondent's Signature

 Date and Company Stamp



RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses:

Notice to Bidders – Section 1	√
Background overview – Section 2	√
Quotation Form – Section 3	√
Resolution of Board of Directors (Respondent's Representative) - Section 4	√
Certificate of Acquaintance with RFQ Documents – Section 5	√
Pricing - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Certificate of attendance of information briefing session – Session 9	√
Schedule Of Plant and Equipment – Section 10	√
E4B – Minimum Communal Health Requirements – Section 11	√
E4E – Safety arrangements and Procedural Compliance – Section 12	√
Non disclosure Agreement – Section 13	√
Tender Safety clauses and Questionnaire – Section 14	√
Supplier Code Of Conduct – Section 15	√
Specification For Works on, Over, Under Or Adjacent to Railway Lines near High Voltage Equipment – Section 16	
Clause To Clause Compliance – Section 17	
Supplier Declaration / Application – Section 18	√
Risk / Safety Plan	√
Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)	√
Certified Copy of identity document of shareholders/directors/members (Where applicable)	√
Certified Copy of share Certificates of Incorporation and CM29/and C/CK2 (if CC)	√
Certified Copy of share certificates of shareholders, CK1	√
A Letter with the company's letterhead confirming physical and postal addresses	√
Valid original or certified SARS Tax Clearance Certificate and VAT certificate	√
A Signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member BBBEE Accreditation Certificate	√

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 as indicated in the footer of each page, must be signed and dated by the Respondent.

By signing the RFQ documents, 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 Limited will recognize no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED a _____ this _____ day of _____ 2009.

 Respondent's Signature

 Date and Company Stamp



SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

“PREVIEW COPY ONLY”

Respondent's Signature

Date and Company Stamp



SECTION 4

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

Name of Company _____

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 authorized to enter into, sign, execute and complete any documents relating to RFQs, Quotations and/or Contracts for the supply of Services.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

Respondent's Signature

Date and Company Stamp



SECTION 5

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

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 Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognize 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 _____ 2010.

WITNESS : _____

SIGNATURE OF RESPONDENT



SECTION 6

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

PRICING AND DELIVERY SCHEDULE

1. Rayton at km. 39 728,
2. Witbank at km.114 350,
3. Machadodorp at km. 130 500,
4. Dullstroom at km. 25 171,
5. Dullstroom at km. 32 277,
6. Dullstroom at km. 36 136,

“PREVIEW COPY ONLY”

Respondent's Signature

40

Date and Company Stamp



Clewer - Witbank (LO69)

Km 114.350 @ Witbank

Road width (SIDE 1): 7.2

Road width (SIDE 2): 10.5

SIDE 1							
1. SIGNAGES	MOVE TO	INSTALL (NEW) AT	MARKINGS	Unit	Qty	Rate	Amount
W318 (1200mm)				No	1		
GS 901 (1200mm)				No	2		
2. ROAD MARKINGS							
Paint 1xSpeed Hump			Paint	m ²	25.2		
RTM1 (STOP LINE)	5m		Paint	m ²	1.08		
GM7 (STOP)			Paint	m ²	6		
Line Markings			Paint	m	5		
WM1 (X)		125m	Paint	m ²	3.2		
3. ROAD UPGRADE							
3xRUMBLE STRIPS (7Strips)		Refer to drawing		m	151.2		
tar rehabilitation as and when				m ²	1		
SIDE 2							
1. SIGNAGES	MOVE TO	INSTALL (NEW) AT	MARKINGS	Unit	Qty	Rate	Amount
GS902 (1200mm)		125m		No	2		
W302 IN11.3 (1200mm)		250m		No	1		
2. ROAD MARKINGS							
RTM1 (STOP LINE)	5m		Paint	m	1.08		
GM7 (STOP)			Paint	m ²	6		
Line Markings			Paint	m	5		
3. ROAD UPGRADE							
Construction 1xSpeed Hump				m ³	2.52		
1xRUMBLE STRIPS (7Strips)		Refer to drawing		m	73.5		
tar rehabilitation as and when				m ²	1		

Respondent's Signature

Date and Company Stamp



Belfast - Steelport
(LO75)

Km 32.277 @ Dullstroom
Road width: 6.8

SIDE 1							
1. SIGNAGES	MOVE TO	INSTALL (NEW) AT	MARKINGS	Unit	Qty	Rate	Amount
R1+W403	5m			No	1		
2xDanger plates		Both sides of Hump		No	2		
GS902 (900mm)		125m		No	1		
GS901 (900mm)		125m		No	1		
W318 (1200mm)		125m		No	1		
2. ROAD MARKINGS							
Paint 1xSpeed Hump			Paint	m ²	23.8		
RTM1 (STOP LINE)	5m		Paint	m ²	1.02		
GM7 (STOP)			Paint	m ²	6		
Line Markings			Paint	m	5		
3. ROAD UPGRADE							
Construction 1xSpeed Hump				m ³	2.38		
2xRUMBLE STRIPS (7Strips)		Refer to drawing		m	95.2		
tar rehabilitation as and when				m ²	1		

SIDE 2							
1. SIGNAGES	MOVE TO	INSTALL (NEW) AT	MARKINGS	Unit	Qty	Rate	Amount
R1+W403	5m			No	1		
2xDanger plates		Both sides of Hump		No	2		
W332 (1200mm)		25m		No	1		
W318 (1200mm)		125m		No	1		
2. ROAD MARKINGS							
Paint 1xSpeed Hump			Paint		23.8		
RTM1 (STOP LINE)	5m		Paint	m	1.02		
GM7 (STOP)			Paint	m ²	6		

Respondent's Signature

Date and Company Stamp



Line Markings			Paint	m	5		
3. ROAD UPGRADE							
Construction 1xSpeed Hump				m ³	2.38		
2xRUMBLE STRIPS (7Strips)		Refer to drawing		m	95.2		
tar rehabilitation as and when				m ²	1		

“PREVIEW COPY ONLY”

 Respondent's Signature

 Date and Company Stamp



Belfast - Steelpoort
(LO75)

Km 32.277 @ Dullstroom
Road width: 6.8

SIDE 1							
1. SIGNAGES	MOVE TO	INSTALL (NEW) AT	MARKINGS	Unit	Qty	Rate	Amount
R1+W403	5m			No	1		
2xDanger plates		Both sides of Hump		No	2		
GS902 (900mm)		125m		No	1		
GS901 (900mm)		125m		No	1		
W318 (1200mm)		125m		No	1		
2. ROAD MARKINGS							
Paint 1xSpeed Hump			Paint	m ²	23.8		
RTM1 (STOP LINE)	5m		Paint	m ²	1.02		
GM7 (STOP)			Paint	m ²	6		
Line Markings			Paint	m	5		
3. ROAD UPGRADE							
Construction 1xSpeed Hump				m ³	2.38		
2xRUMBLE STRIPS (7Strips)		Refer to drawing		m	95.2		
tar rehabilitation as and when				m ²	1		

SIDE 2							
1. SIGNAGES	MOVE TO	INSTALL (NEW) AT	MARKINGS	Unit	Qty	Rate	Amount
R1+W403	5m			No	1		
2xDanger plates		Both sides of Hump		No	2		
W332 (1200mm)		25m		No	1		
W318 (1200mm)		125m		No	1		
2. ROAD MARKINGS							
Paint 1xSpeed Hump			Paint		23.8		
RTM1 (STOP LINE)	5m		Paint	m	1.02		

Respondent's Signature

Date and Company Stamp



GM7 (STOP)			Paint	m ²	6		
Line Markings			Paint	m	5		
3. ROAD UPGRADE							
Construction 1xSpeed Hump				m ³	2.38		
2xRUMBLE STRIPS (7Strips)		Refer to drawing		m	95.2		
tar rehabilitation as and when				m ²	1		

“PREVIEW COPY ONLY”

 Respondent's Signature

 Date and Company Stamp



**Fairview -
 Machadodorp
 (LO31)**

**Km 130.458 @
 Fairview**

Road width: 8

SIDE 1							
1. SIGNAGES	MOVE TO	INSTALL (NEW) AT	MARKINGS	Unit	Qty	Rate	Amount
2xDanger plates		Both sides of Hump		No	2		
W332 (1200mm)		30m		No	1		
W318 (1200mm)		125m		No	1		
2. ROAD MARKINGS							
Paint 1xSpeed Hump			Paint	m ²	28		
RTM1 (STOP LINE)	5m		Paint	m ²	1.2		
GM7 (STOP)			Paint	m ²	6		
WM1 (X)		125m	Paint	m ²	3.2		
Line Markings			Paint	m	5		
3. ROAD UPGRADE							
Construction 1xSpeed Hump				m ³	2.8		
3xRUMBLE STRIPS (7Strips)		Refer to drawing		m	168		
tar rehabilitation as and when				m ²	1		

SIDE 2							
1. SIGNAGES	MOVE TO	INSTALL (NEW) AT	MARKINGS	Unit	Qty	Rate	Amount
2xDanger plates		Both sides of Hump		No	2		

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W332 (1200mm)		30m		No	1		
W318 (1200mm)		125m		No	1		
2. ROAD MARKINGS							
Paint 1xSpeed Hump			Paint		28		
RTM1 (STOP LINE)	5m		Paint	m	1.2		
GM7 (STOP)			Paint	m ²	6		
WM1 (X)		125m	Paint	m ²	3.2		
Line Markings			Paint	m	5		
3. ROAD UPGRADE							
Construction 1xSpeed Hump				m ³	2.8		
4xRUMBLE STRIPS (7Strips)		Refer to drawing		m	224		
tar rehabilitation as and when				m ²	1		

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**Rayton - Elandsriver
 (LO28)**

**Km 39.730 @ Rayton
 Road width: 12**

SIDE 1							
1. SIGNAGES	MOVE TO	INSTALL (NEW) AT	MARKINGS	Unit	Qty	Rate	Amount
R1+W403	5m			No	1		
2xDanger plates		Both sides of Hump		No	2		
W318 (1200mm)		30m		No	1		
W318 (1200mm)		125m		No	1		
WD (1200mm)		125m		No	1		
2. ROAD MARKINGS							
Paint 1xSpeed Hump			Paint	m ²	42		
RTM1 (STOP LINE)	5m		Paint	m ²	1.8		
Line marking			Paint	m	5		
GM7 (STOP)			Paint	m ²	6		
WM1 (X)		125m	Paint	m ²	3.2		
3. ROAD UPGRADE							
Construction 1xSpeed Hump				m ³	4.2		
5xRUMBLE STRIPS (7Strips)		Refer to drawing		m	420		
tar rehabilitation as and when				m ²	1		

SIDE 2							
1. SIGNAGES	MOVE TO	INSTALL (NEW) AT	MARKINGS	Unit	Qty	Rate	Amount
R1+W403 (1050mm)	5m			No	1		
2xDanger plates		Both sides of Hump		No	2		
W332 (1200mm)		30m		No	1		
WD (1200mm)		125m		No	1		
W318 (1200mm)		125m		No	1		
2. ROAD MARKINGS							
Paint 1xSpeed Hump			Paint		42		

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RTM1 (STOP LINE)	5m		Paint	m ²	1.8		
Line marking			Paint	m	5		
GM7 (STOP)			Paint	m ²	6		
WM1 (X)		125m	Paint	m ²	3.2		
3. ROAD UPGRADE							
Construction 1xSpeed Hump				m ³	4.2		
4xRUMBLE STRIPS (7Strips)		Refer to drawing		m	336		
tar rehabilitation as and when				m ²	1		

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**Belfast - Steelpoort
 (LO75)**

**Km 25.171 @
 Palmer**

Road width: 6.5

SIDE 1							
1. SIGNAGES	MOVE TO	INSTALL (NEW) AT	MARKINGS	Unit	Qty	Rate	Amount
R1+W403	5m			No	1		
2xDanger plates		Both sides of Hump		No	2		
W332 (1200mm)		20m		No	1		
W318 (1200mm)		25m		No	1		
GS901 (1200mm)		125m		No	1		
GS902 (1200mm)		125m		No	1		
2. ROAD MARKINGS							
Paint 1xSpeed Hump			Paint	m ²	22.75		
RTM1 (STOP LINE)	5m		Paint	m ²	0.975		
Line marking			Paint	m	5		
GM7 (STOP)			Paint	m ²	6		
3. ROAD UPGRADE							
Construction 1xSpeed Hump				m ³	2.275		
1xRUMBLE STRIPS (7Strips)		Refer to drawing		m	45.5		
tar rehabilitation as and when				m ²	1		

SIDE 2							
1. SIGNAGES	MOVE TO	INSTALL (NEW) AT	MARKINGS	Unit	Qty	Rate	Amount
R1+W403	5m			No	1		
2xDanger plates		Both sides of Hump		No	2		
W332 (1200mm)		30m		No	1		
W318 (1200mm)		125m		No	1		

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2. ROAD MARKINGS							
Paint 1xSpeed Hump			Paint		22.75		
RTM1 (STOP LINE)	5m		Paint	m ²	0.975		
Line marking			Paint	m	5		
GM7 (STOP)			Paint	m ²	6		
3. ROAD UPGRADE							
Construction 1xSpeed Hump				m ³	2.275		
2xRUMBLE STRIPS (7Strips)		Refer to drawing		m	91		
tar rehabilitation as and when				m ²	1		

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SECTION 7

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

Respondent's Signature

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SECTION 8

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE SUPPLY OF SERVICES TO TRANSNET

Refer Form US7 attached hereto.

**Respondents should note the obligations as set out in
Clause 19 of the General Tender Conditions (Section 7) which reads as follows:**

“The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - Services), a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents.”

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SECTION 9

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION

It is hereby certified that -

- 1.
- 2.

Representative(s) of
(name of company)

attended the briefing session in respect of the proposed Service(s) to be rendered in terms of this RFQ on
..... 2009.

.....
TRANSNET REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE:

DATE:

Respondent's Signature

Date and Company Stamp



SECTION 10

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

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 :**

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SECTION 11

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.

Respondent's Signature

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SPECIFICATION E4.B
(November 1996)

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

1. CAMPS

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

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2. HOUSING

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

3. WATER SUPPLY AND ABLUTION FACILITIES

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



4. SANITATION

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

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

- 4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.

- 4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.

- 4.4 Labour shall be employed on camp sanitation duties on the following basis:-

4.4.1 Where the number of persons living at the camp is 20 or less - one unit.

4.4.2 For additional numbers over 20 living at the camp - one unit per 100 or part thereof.

- 4.5 Unless refuse is removed by a competent authority, it shall be disposed of in pits and covered over daily with a layer of earth or ash of sufficient thickness to prevent depredations by rodents and the breeding of flies.

- 4.6 Adequate measures shall be taken against all vermin and insects responsible for the spread of disease. Any instructions of a competent health authority shall be carried out promptly and implicitly.

- 4.7 Buildings and bedboards shall be treated whenever necessary with an approved insecticide.

- 4.8 The Contractor shall permit and facilitate inspection of the camp and structures on the site by the staff of Transnet or any other competent authority, and shall comply with any reasonable request by such staff or any other competent authority to eliminate any unsanitary condition.

- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Technical Officer.

- 4.10 The keeping of animals of any sort is not permitted.

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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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SECTION 12

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

Respondent's Signature

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TRANSNET LIMITED

E.4E Transnet (Jan 2004)

(Registration no. 1990/000900/06)

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

1. General

- 1.1 The Contractor and Transnet 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: -

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- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

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

3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
 - (b) includes the use of explosives to perform construction work; or
 - (c) includes the dismantling of fixed plant at a height greater than 3m,

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

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- (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 hotwork, 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;

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- (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

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forming part of the Contract and

- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

- 5.4 The Health and Safety programme shall be subject to the 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.

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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:

9. Expected commencement date: _____

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- 10. Expected completion date: _____
- 11. Estimated maximum number of persons on the construction site: _____
- 12. Planned number of contractors on the construction site accountable to the principle contractor:

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

Principal Contractor

Date

Client

Date

- * **THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.**
- * **ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.**

“PREVIEW COPY ONLY”

Respondent's Signature

Date and Company Stamp



E.4E Transnet (Jan 2004)

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 :- _____



E.4E Transnet (Jan 2004)

ACCEPTANCE OF DESIGNATION

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

Date : _____

Signature :- _____

Designation :- _____

“PREVIEW COPY ONLY”



E.4E Transnet (Jan 2004)

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 : _____

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E.4E Transnet (Jan 2004)

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 _____ I,
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 : _____

Respondent's Signature

Date and Company Stamp



SECTION 13

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

Suppliers Code Of Conduct

Refer to Annexure attached hereto.

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 14

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

Non-Disclosure Agreement (“NDA”)

Complete and sign NDA attached hereto

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made at on the day of 2009

BETWEEN:

Transnet Limited (“Transnet”) (Registration No. 1990/000900/06)

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001, Gauteng, Republic of South Africa

and

whose registered office is at _____

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

IT IS HEREBY AGREED

1. Interpretation

In this Agreement:-

“**Agents**” means directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

“**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 Proposal to the other party (the “Receiving Party”) or its Agents by the

Respondent’s Signature

Date and Company Stamp



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;

“Group” means any subsidiary, any holding company and any subsidiary of any holding company of either party;

“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; and

“Proposal” means the aggregation of Transnet’s Request for Information (RFI) and Request for Proposal (RFP).

2. Confidential Information

- 2.1 The Receiving Party will treat and keep all Confidential Information 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 Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.
- 2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:

Respondent’s Signature

Date and Company Stamp



- (a) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 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 (ii) above, it shall promptly notify the Disclosing Party and co-operate 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 to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.
- 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 Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:

Respondent's Signature

Date and Company Stamp



- (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 Receiving Party or on its behalf (including by any person

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (b) above.

- 3.4 The Receiving Party 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 Proposal 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 Proposal 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 Proposal 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 by 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.

Respondent's Signature

Date and Company Stamp



8. Privacy and Data Protection

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with this Proposal 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 Proposal 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.

Respondent's Signature

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Date and Company Stamp



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorised representatives.

For and on behalf of TRANSNET LIMITED duly authorised thereto	For and on behalf of _____ duly authorised thereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:

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

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

"PREVIEW COPY ONLY"



SECTION 15

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

Tender Safety clauses and Questionnaire

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Respondent's Signature

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Date and Company Stamp



TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS

CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT

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

- 1) That the contractor is an “employer” in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Limited for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
 - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
 - 6.2 The safe working methods and procedures to be implemented to ensure work is performed in compliance to the Act.
 - 6.3 The safety equipment, devices and clothing to be made available by the contractor to his employees.
 - 6.4 The site access control measures pertaining to health and safety to be implemented.
 - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet Limited.
- 10) The contractor shall furnish the* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet Limited immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.

Respondent's Signature

Date and Company Stamp



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

*As applicable

Respondent's Signature

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Date and Company Stamp



Tenderer OH & S Management System Questionnaire

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

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

 Respondent's Signature

 Date and Company Stamp



- Is there a register of injury document? If yes provide a copy		
- Are Risk Assessments conducted and appropriate techniques used? - If yes provide details		
3. OH&S Training		
Describe briefly how health and safety training is conducted in your company:		
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records		
4. Health and Safety Workplace Inspection		
- Are regular health and safety inspections at worksites undertaken? -If yes provide details		
- Is there a procedure by which employees can report hazards at workplaces? - If yes provide details		
5. Health and Safety Consultation		
- Is there a workplace health and safety committee?		
- Are employees involved in decision making over OH&S matters? - If yes provide details		
- Are there employee elected health and safety representatives? - Comments		
6. OH&S Performance Monitoring		

 Respondent's Signature

 Date and Company Stamp



- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details		
- Are employees regularly provided with information on company health and safety performance? - If yes provide details		
Is company registered with workmen’s compensation and up to date? - If yes provide proof of letter of good standing		
- Has the company ever been convicted of an occupational health and safety offence? - If yes provide details		

Safety Performance Report
Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

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

=====
 Signed
 (Tenderer)

 Respondent’s Signature

 Date and Company Stamp



SECTION 16

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

**Specification For Works On, Over, Under Or Adjacent To Railway Lines
And Near High Voltage Equipment. (E7)**

Refer Form E7 attached hereto.

“PREVIEW COPY ONLY”

Respondent's Signature

Date and Company Stamp



SECTION 17

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

Clause To Clause Compliance

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
 LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
 WITBANK**

CLAUSE TO CLAUSE COMPLIANCE

Clause Nr	Description	Comply	Does Not Comply	Comments
1	Please Refer To The Specifications on Pages 10 – 26 (Background Overview & Scope Of Requirements)			
	(Part A, Part B, Part C, Part D)			
	Please confirm whether you comply with all specifications mentioned in tender document.			

 Respondent's Signature

 Date and Company Stamp



SECTION 18

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

**Annexure A (Drawings Of Six Level Crossings),
Annexure B (Short Term Road Works),
Annexure C (Road Marking)
Annexure D (Road Warning Signs),
Annexure E (Road Signs Placement)**

Respondent's Signature

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Date and Company Stamp



SECTION 19

RFQ NUMBER ERAC 80B6939 - 8236

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 6
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
WITBANK**

SDF (SUPPLIER DECLARATION FORMS)

Complete and sign NDA attached hereto

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB: - **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.

Respondent's Signature

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Date and Company Stamp



- f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

Regards,
 Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*

Supplier Declaration Form

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

Respondent's Signature

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Date and Company Stamp



Transnet operating division	
-----------------------------	--

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

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

2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(* - Minimum requirements)

2.1 Indicate the business sector in which your company is involved/operating:

Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

2.2 What is your company's annual turnover (excluding VAT)? *

<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3 Where are your operating/distribution centres situated *

Respondent's Signature

Date and Company Stamp



3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable) (* - Minimum requirements)

3.1	Did the firm previously operate under another name? *		
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

3.2	If Yes state its previous name:*
Registered Name	<input type="text"/>
Trading Name	<input type="text"/>

3.3	Who were its previous owners / partners / directors?*	
SURNAME & INITIALS		ID NUMBERS

3.4	List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *							
SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS – ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

3.5	List details of current directors, officers, chairman, secretary etc. of the firm: *					
SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS – ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

 Respondent's Signature

 Date and Company Stamp



3.6 List details of firms personnel who have an ownership interest in another firm: *

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

(Please tick as applicable) (* - Minimum requirements)

4.1 How many personnel does the firm employ? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.1.1 In terms of above kindly provide numbers on women and disabled personnel? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2 Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1 Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

YES		NO	
-----	--	----	--

4.2.2 Is your company a recipient of Enterprise Development Contributions?*

YES		NO	
-----	--	----	--

4.2.3 May the above mentioned information be shared and included in Transnet Supplier Database for

Respondent's Signature

Date and Company Stamp



future reference? *			
YES		NO	

4.2.4	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *		
--------------	---	--	--

YES		NO	
------------	--	-----------	--

4.2.5	If yes (above) kindly provide the following information:					
--------------	---	--	--	--	--	--

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.2.6	In terms of above kindly provide numbers on woman and disabled personnel:					
--------------	--	--	--	--	--	--

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7	Are any of your members/shareholders/directors ex employees of Transnet?		
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YES		NO	
------------	--	-----------	--

4.2.8	Are any of your family members employees of Transnet?		
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YES		NO	
------------	--	-----------	--

4.2.9	If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees				
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SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

Respondent's Signature

Date and Company Stamp



Internal Transnet Departmental Questionnaire (for office use only)

Section 1: To be completed by the Transnet Requesting / Sourcing Department											
TFR		TRE		TPT		TPL		TNPA		TRN	
Creat		Amen		Block		Unblock		Once-Off / Emergency			
Extend		Delet		Undel							

Supplier's trading name											
Supplier's registered											
Please indicate if the Supplier has a contract with sourcing Transnet OD								Yes		No	
If yes please submit a copy of the letter of award											

a) What is being procured from the supplier?			
i. Products only	Yes		No
ii. Services only	Yes		No
iii. Labour only	Yes		No
iv. Mix of services and	Yes		No
v. Mix of services and labour	Yes		No

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
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c) If your reply to (b) is **"NO"**, please furnish

d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :

I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS IN ALL RESPECTS BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	

Tel No:		Fax	
----------------	--	------------	--

Respondent's Signature

Date and Company Stamp



Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of													
NARROW BASED (NB)				BROADBASED (BBBEE)									
BEE O/S	BWBE	DPBE	MR	CONTR. LEVEL	EME: <R5m	QSE: >R5m <R35m		LARGE: >R35m	VALIDITY DATE				
Name			Grade		Date				Signature				
					Y	Y	Y	Y	M	M	D	D	
					Y	Y	Y	Y	M	M	D	D	

“PREVIEW COPY ONLY”

 Respondent's Signature

 Date and Company Stamp