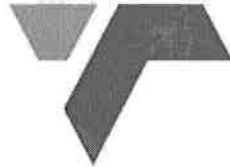


TRANSNET



TRANSNET SOC LIMITED
(REGISTRATION NO.1990/000900/30)
TRADING AS
TRANSNET FREIGHT RAIL

NEC3 Engineering & Construction Short Contract
(ECSC)

RFQ No. MMC MM00012-012690 CIDB

Nelspruit Concrete Palisade Fence (KWX2382) Under the
Control of Depot Engineer, Nelspruit.

Opens on: 05 December 2013
Closing date: 17 December 2013 (at 10h00)
Validity date: 16 March 2014

Document reference	Title: Nelspruit Concrete Palisade fence (KWX2382) Under the Control of Depot Engineer, Nelspruit	No of pages
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Part T1: Tendering Procedures

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PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

RFQ No MMC MM00012-012690 CIDB

Transnet SOC Limited trading as Transnet Freight Rail invites tenderers for Nelspruit Concrete Palisade Fence (KWX2382) Under the Control of Depot Engineer, Nelspruit

Tenderers should have a CIDB contractor grading designation of **3SQ** or higher.

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

Ms. Matete Madisha

Tel. No. 013 656 4254

Fax. No. 013 656 4259

E-mail :Matete.Madisha@transnet.net

A compulsory clarification meeting with representatives of the Employer will take place on

Wednesday, 11 December 2013, at 15H00 at Maroela Boardroom, Nelspruit Depot.

(For direction please contact: **Arinao Nembulu** on Cell no: **083 555 0230**).

Tenderers without a valid tender document in their possession will not be allowed to attend this compulsory clarification meeting/site inspections. Tenderers shall be responsible for their own travel arrangements and cost regarding the site meeting and site inspections.

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

Transnet reserves the right to accept the whole or any part of a tender. Transnet also reserves the right to negotiate terms and conditions with all, or a short-listed group of contenders, or the preferred tenderer, should it be deemed necessary.

This tender closes punctually at 10h00 on Tuesday, 17 December 2013.

Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, facsimile and late tenders will not be accepted. Tenderers are warned that a tender will be liable to disqualification should any attempt be made by a Tenderer either directly or indirectly to canvass any officer(s) or employees of Transnet Limited in respect of a tender between the date the tender is submitted and the date of the award. A Tenderer may, however, at any time communicate with the Chairperson of the Transnet Freight Rail Acquisition Council, at telephone no. 011 5449486 on any matter relating to his tender.

Envelopes must not contain documents relating to any tender other than that shown on the envelope. *No slips are to be attached to the tender documents. Any additional conditions must be*

embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Tenderer to the actual tender documents. Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.

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

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

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 (Thirty thousand ZAR) will be evaluated accordingly. All transactions below R30000 will, as far as possible, be earmarked for Exempted Micro Enterprises (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).

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.

Turnover: Indicate your company's most recent annual turnover: R.....

- 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:
--

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.

Suppliers and Tenderers are requested to duly complete the Supplier Declaration Form (SDF) and provide all the relevant supporting attachments as requested. Failure to provide the following may disqualify your tender submission:-

1. Duly completed SDF
2. BBBEE Certificate and detailed scorecard
3. Current tax clearance certificate

The Supplier and Tenderer shall furnish proof of the above to Transnet.

Transnet at its sole discretion may decide to allow certain price preferences in order to uplift the historically disadvantaged in terms of the PPPFA (Act 5 of 2000).

Transnet insists on honesty and integrity beyond reproach at all times and will not tolerate any form of improper influencing, bribery, corruption, fraud, or any other unethical conduct on the part of bidders/ Transnet employees. In the opinion of Transnet's Chief Operating Officer, a tenderer/contractor/ supplier has or has caused to be promised, offered or given to any Transnet employee, any bribe, commission, gift, loan, advantage or other consideration, Transnet shall be entitled to revoke the tender / contract by following its internal policies that govern the Exclusion process. In such an event Transnet will be entitled to place any Tenderer/Contractor/Supplier who has contravened the provisions of Transnet's business ethics on its List of Excluded Tenderers. This List will also be distributed to all other State Owned Enterprises and Government Departments.

Transnet invites its valued suppliers to report any allegations of fraud, corruption or other unethical activities to Transnet Tip-offs Anonymous, at any of the following addresses/contract numbers :-

- **Toll free anonymous hotline – 0800 003 056**
- **Email – Transnet@tip-offs.com**
- **Fax number – 0800 007 788**
- **Freepost DN 298, Umhlanga Rocks, 4320**

CONFIDENTIALITY IS GUARANTEED.

Part T1.2: Tender Data

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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The employer is **Transnet Limited trading as Transnet Freight Rail.**

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

Part T1: Tendering procedure

T1.1 Tender notice and invitation to tender

- Suppliers Code of Conduct

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable Schedules

Part C1: Agreements and contract data

C1.1 Contract Data: General

C1.2 Contract data: The contractor's Offer and Acceptance

C1.3 Contract Data: Works Information

Part C2: Pricing data

C2.1 Pricing Instructions

C2.2 Price list

Part C3: Scope of work

C3.1 Works Information

C3.2 Secondary specifications

C3.3 General specifications

Part C4: Site information

C4 Site information

- Principal Controlled insurance

F.1.4 The employer's agent is:

Name: Arinao Nembilwi

Department: Real Estate Management

Tel no : 012 315

Cell no: 083 555 0230

E-mail: Arinao.Nembilwi@transnet.net

- F.2.11 The following Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3SQ** class of construction work, are eligible to submit tenders.
- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3SQ** class of construction work; and
- F.2.11(b) The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
- F.2.12 If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.
- Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.
- Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
- The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. No alternative tender offers will be considered.
- F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.
- F.2.13.3 Parts of the tender offer communicated on paper shall be submitted as an original, plus one copy.
- F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

If posted, the envelope must be addressed to:
The Chairperson
Transnet Freight Rail Acquisition Council
P.O. Box 4244
JOHANNESBURG
2000

and must be dispatched in time for sorting by the Post Office to reach the Post Office Box indicated above, before the closing time of the tender.

If delivered by hand, to be deposited to the Transnet Freight Rail Acquisition Council tender box which is located in the foyer, and to be addressed as follows:

The Chairperson
Transnet Freight Rail Acquisition Council
Ground Floor, Inyanda House
21 Wellington Road
ParkTown
JOHANNESBURG
2001

It should also be noted that the above tender box is accessible to the public 24 hours per day, 7 days a week.

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

Identification details

Tenders must be submitted before the closing hour on the date as shown in F.2.15 below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) **Tender No**
- (b) **Description of work**
- (c) **Closing date of tender**

- F.2.13.6 A two-envelope procedure will not be followed.
- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 The tender offer validity period is **(16 March 2014)**
- F.2.19 Access shall be provided for the following inspections, tests and analysis:

Inspection of current arrangement foundation and steelwork condition and measurements in substation yards during the tender period after the site meeting and prior to the closing date of tender.

F.2.23 The Tenderer is required to submit with his tender:
Either a Certificate of Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the construction Industry Development Board Act (Form F006) and an original valid Tax Clearance Certificate issued by the South African Revenue Services.

F.3.4 The time and location for opening of the tender offers are:
Time: **10:00** on the closing date of tender.
Location: **Transnet Freight Rail Acquisition Council,
Ground Floor,
Inyanda House,
21 Wellington Road,
Park Town,
JOHANNESBURG**

F.3.11.1 The procedure for the evaluation of responsive tenders is

The score for quality is to be calculated using the following formula:

$$W_Q = W_2 \times S_0 / M_S$$

Where: W_2 is the percentage score given to quality and equals **60**
 S_0 is the score for quality allocated to the submission under consideration
 M_S is the maximum possible score for quality in respect of a submission

The score for financial offer is calculated using Formula 2 (option 1) of SANS294

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

P_m = the comparative offer of the most favourable tender offer.
 P = the comparative offer of tender offer under consideration

Where: W_1 is the percentage score given to financial offer and equals 100 minus W_2 .

The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:

$$W_C = W_3 \times (1 + \frac{S - S_m}{S_m})$$

S_m

Where W_3 is the number of tender evaluation points for quality and financial offer and equals:

- 1) 90 where the financial value, VAT inclusive, of all responsive tenders received have a value in excess of R1,000,000; or
- 2) 80 where the financial value, VAT inclusive, of one or more responsive tender offers equals or is less than R1,000,000.

S is the sum of score for quality and financial offer of the submission under consideration.

S_m is sum of the score for quality and financial offer of the submission scoring the highest number of points

Up to 100 minus W_3 tender evaluation points will be awarded to Tenderers who complete the preference schedule and who are found to be eligible for the preference claimed. Tenderers shall submit BBBEE rating certificates with detailed scorecards that will be issued by the verification agencies that do their BBBEE ratings in accordance with the latest Department of Trade and Industry codes of Good Practice.

F.3.11.3 Only those Tenderers who score a minimum score of **60** points in respect of the following quality criteria are eligible to submit tenders.

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

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of **60**
- Proposals will be evaluated on price which will be allocated **80 or 90 points** and preference which will be allocated **20 or 10 points**, dependent on the value of the Services.
- The 80/20 preference point system applies where the acquisition of the Goods or Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- The 90/10 preference point system applies where acquisition of the Goods or Services will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.
- In this RFQ, Transnet will apply **90/10** preference point system prescribed in the PPPFA.

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

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

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

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

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

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

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

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

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

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

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

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

Transnet will accordingly allocate a maximum of **20 [twenty] points** in accordance with the **90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's

final score based on an entity’s B-BBEE scorecard rating. [Refer **Annexure A- B-BBEE Preference Points Claim Form** for further details].

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

F3.11.4 Evaluation criteria of the tender to be met are:

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

Phase: 1

Administrative responsiveness - Completeness of response and returnable documents
 Substantive responsiveness – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given

- Submission of a valid original or certified tax clearance certificate.
- All respondents **must be graded on a 3SQ CIDB grading category, which is a prequalification phase to proceed to Phase: 2 Technical/Functional Evaluation.**

Phase: 2 Technical or Functional Evaluations

Technical threshold of 60%:

- Relevant risk and safety plan provided to implement the project.
- Technical capacity and resources to deliver the project
- Relevant experience including contactable references.
- Submission of a measurable delivery period to complete the project

FUNCTIONAL EVALUATION	RATING					WEIGHT	TOTAL
	1	2	3	4	5		
Relevant experience						25	
Submitted Risk/Safety Plan for the project						25	
Technical Capacity/Resources						25	
Delivery period						25	
	TOTAL					100	

Criteria to be evaluated on the following scales as per CIDB BEST PRACTICE GUIDELINES #A4:

a) Poor	=	20 = 1
Satisfactory	=	40 = 2
Good	=	60 = 3
Very good	=	80 = 4
Excellent	=	100 = 5

Health, Risk & Safety Plan

A detailed plan indicating how risks and safety will be managed in a site must have the following key points depending on project requirements:

- a) Safe working procedures.
- Construction Work supervisor
 - Subordinate construction work supervisor
 - Construction Safety officer
 - Health and safety representative
- b) SHE Organisation
- Health and safety committees
 - Composition
 - Frequency of meetings
 - Minutes of meetings
 - Legal compliance audits
 - Audit report
 - Frequency of audits
 - Finding and analysis
 - Corrective action
- c) Risk Assessment/Management
- Task descriptions
 - Risk identification, analysis, mitigating steps, monitoring steps and review plan.
 - Risk assessment
- d) Education and training
- Induction training
 - Site specific training
 - Certificate of competence
- e) Emergency planning (Evacuation plan)

- Client procedure
- Site procedure
- f) SHE communications
 - Safety/toolbox talks
 - Incident recall
- g) Safe working Procedures and Methods
 - Method statements.
 - Safe operating procedures
 - Task/job observations
- h) Personal Protective Equipment and Clothing
 - PPE required after all controls have been considered
 - PPE proof of issue
- i) Project security
 - Security risks identified
 - Access control
- j) Incident management
- k) Fall protection plan
- l) Substance abuse testing
- m) Logbooks and registers
- n) Health and Safety Costs

Technical Capacity/Resources

The following criteria will be used to evaluate technical capacity and resources:

- Availability of instrumentation/equipment to execute the work.
- Technical personnel with qualifications (certificates) who will perform work execution.
- Capacity of equipment to execute the work.

Phase: 3

This is a weighted evaluation system based on **90/10** preference point system.

Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

- B-BBEE status of company

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

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Description	Total
Price	90
BBBEE	10
Total	100

- F.3.13.1 Tender offers will only be accepted if:
- a) The Tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations.
 - b) The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
 - c) The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
 - d) The Tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or

- ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

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

The additional conditions of tender are:

1. The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the *works* and of the prices stated in the priced Activity Schedule in the *works* Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the *works*.
2. ***The tenders shall be completed in black ink only.***
3. ***Additional Tender Conditions***
 - 3.1 Contractors shall duly fill in the attached 'Bill of Quantities'. The prices shall be fixed for the duration of the contract and no escalation will be allowed. Items not reflected in the 'Bill of Quantities', but covered in the project specification or agreed at site meetings, shall be added to the 'Bill of Quantities' by the Contractor and quoted for accordingly.
 - 3.2 Tenderers shall submit qualifications of the staff that will be performing the work or project. Only qualified technical personnel shall perform the works on electrical equipment or installation thereof.
 - 3.3 ***Clause by clause statement of compliance to General conditions of contract and technical specifications:***
 - 3.4 *Tenderers shall indicate clause-by-clause compliance to technical specifications. This shall take the form of a separate document listing all the specifications and clause numbers indicating the individual statement of compliance or non-compliance.*
 - 3.5 *Tenderers shall motivate the statement of non-compliance.*
 - 3.6 *Number the specification according to the tender documentations issued by Transnet.*
 - 3.7 *The heading and sub-heading must be listed next to the specification number.*
 - 3.8 *Indicate statement of compliance and motivate (give reasons for non-compliance)*
 - 3.9 *Indicate other statements that do not require compliance.*

- 3.10 *Where equipment offered does not comply with standards or publications referred to in the specification, Contractors shall state which standards apply and submit a copy in English or certified translation.*
- 3.11 **The Tenderer shall provide a provisional Gantt Chart or a similar bar chart showing when the work will be done and energised.**
- 3.12
- 3.13 Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 3.14 During the duration of the contract period, the successful Contractor shall be required to inform the Project Manager / Supervisor of any changes to equipment offered and submits detailed information on replacement equipment for approval prior to it being used on this contract.
- 3.15 Contractors shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.

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Part T2: Returnable Documents

"PREVIEW COPY ONLY"

PART T2: RETURNABLE DOCUMENTS / SCHEDULES

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1.0 Returnable documents required for tender evaluation purposes

No	Returnable Documents
1	Letter of Good Standing with the Compensation Commissioner
2	Safety Plan and Fall Protection Plan in accordance with the Construction Regulations of 2003 and Transnet's E4E
3	Quality Assurance/control Plan
4	Environmental Management Plan
5	Certified copy of CIDB certification
6	Proposed Organization and Staffing
7	Certified Copy of Share Certificates CK1 & CK2
8	Certified Copy of Certificate of Incorporation and CM29 and CM9
9	Certified Copy of Identity Documents of Shareholders / Directors / Members (where applicable)
10	Original or certified cancelled cheque OR original or certified letter from the bank verifying banking details (with bank stamp and signature)
11	Current and original or certified Tax Clearance Certificate
12	Certified VAT registration certificate
13	A signed letter from the Accountant/Auditor confirming most recent annual turnover and percentage black ownership in the company AND/OR certified BBEE certificate and scorecard from an accredited rating agency
14	Programme and method statement
15	Statement of compliance or non-compliance with all clauses of the Scope of Works and all the technical specifications. The clause-by-clause statement of compliance shall take the form of a separate document listing all the clause numbers of all the above specifications indicating the individual statement of compliance or non-compliance. Tenderers shall motivate a statement of non-compliance.

T2.2 RETURNABLE SCHEDULES

The tenderer must complete the following returnable schedules:

2.0 Returnable Schedules required for tender evaluation purposes

No	Returnable schedules
1	Certificate of Attendance of Information Briefing Session or site inspection
2	Certificate of Authority for Signatory (Resolution by Board)
3	Schedule of Tenderers experience
4	Schedule of Subcontractors (where applicable)
5	Certificate of authority for joint ventures (where applicable)
6	Schedule of Plant and Equipment (Tools and Machinery)
7	Foreign Exchange Rate Information (where applicable)
8	Record of Addenda to Tender Document
9	Supplier declaration form Fully completed SDF (Supplier declaration form)
10	Compulsory enterprise Questionnaire
11	Approach paper, which responds to the proposed scope of works.
12	Experience of Key Staff in the form of Curriculum Vitae
13	Transnet SOC limited contractual safety clauses which will form part of any resulting contract.
14	Proposed amendments and qualifications
15	Labour Payment Schedule

3.0 Returnable Schedules that will be incorporated into the contract

- 3.1 Certificate of attendance of information briefing session/site inspection
- 3.2 Certificate of Authority for Signatory (Resolution by Board)
- 3.3 Schedule of Tenderers experience
- 3.4 Schedule of Sub-contractors
- 3.5 Certificate of authority for joint ventures (where applicable)
- 3.6 Schedule of Plant and equipment
- 3.7 Foreign Exchange Rate Information (where applicable)
- 3.8 Record of Addenda to Tender Document
- 3.9 Supplier declaration form duly completed (SDF)
- 3.10 Compulsory Enterprise Questionnaire
- 3.11 Approach paper, which responds to the proposed scope of works.
- 3.12 Experience of key staff in the form of Curriculum Vitae
- 3.13 Transnet SOC Limited contractual safety clauses which will form part of any resulting contract
- 3.14 Proposed amendments and qualifications.
- 3.15 Labour Payment Schedule.

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Part T2: Returnable Schedules

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CERTIFICATE OF ATTENDANCE AT INFORMATION BRIEFING SESSION/SITE INSPECTION

This is to certify that

_____ (Tenderer)
of _____ (address)

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

Particulars of person(s) attending the meeting/site inspections:

Name: _____ Signature _____

Capacity: _____

Name: _____ Signature _____

Capacity _____

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name: _____ Signature _____

Capacity: _____ Date and time _____

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RESOLUTION OF BOARD OF DIRECTORS

Name of firm _____

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

FULL NAME(S)

SIGNATURE

in his capacity of _____ is/are hereby authorised to enter into, sign and execute and complete any documents relating to Tenders and/or Contracts for the supply of goods and services.

Confirm: Date _____

FULL NAME _____

CHAIRMAN

FULL NAME _____

SECRETARY

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Certified true copy:

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 _____

SCHEDULE OF THE TENDERER'S EXPERIENCE

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

Employer, contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand)	Date completed
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Signed _____

Date _____

Name _____

Position _____

Tenderer _____

SCHEDULE OF PROPOSED SUBCONTRACTORS

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

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

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

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

FOREIGN EXCHANGE RATE INFORMATION REQUIRED TO BE FURNISHED BY TENDERERS.

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

_____ (Foreign currency) equals R_____ (South African currency)

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

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

- Note:**
- (1) The percentage quoted above will be deemed to apply even though a portion only of the item(s) tendered for is accepted.
 - (2) Adjustment in respect of variation in exchange rate will be allowed only on the percentage of the tendered price quoted above.

3. The tendered price shall be computed at the rate of exchange stated by the Tenderer in paragraphs 1 and 2 above as applied to the percentage of the tendered price quoted.

4. Transnet Freight Rail will accept for its account, in respect of such percentage of the tendered price as will be affected by the rate of exchange, any variation between the rate mentioned in paragraph 1 above, and the rate ruling at the date when payment for the goods is made by Transnet Freight Rail; provided that if the Contractor is required to remit the whole or portion of the contract price to another country in payment for goods or portion thereof prior to receiving payment from Transnet Freight Rail, the date(s) of such remittance(s) shall be deemed to be the date(s) of payment by Transnet Freight Rail for the purposes of this paragraph.

5. In the absence of a specific indication by the Contractor at the time of tendering that the proviso to paragraph 3 will apply, it will be assumed that the Contractor desires the adjustment to be effected by reference to the date on which actual payment is made by Transnet Freight Rail.

6. (a) The Contractor shall, if so required, furnish documentary proof to establish that the percentage of the contract price specified by him in paragraph 2 has actually been remitted to another country and the rate of exchange at which that was done.

- (b) Whenever the Contractor is required to remit the whole or portion of the contract price, to another country as contemplated in the proviso to paragraph 2 above, he shall notify Transnet Freight Rail forthwith and furnish documentary evidence of such remittance and of the rate of exchange at which that was done.

7. Invoices in respect of goods supplied must reflect the amount remitted or to be remitted to another country and the amount to be retained in South Africa.

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

SIGNATURE OF TENDERER

DATE: _____

WITNESSES:

1. _____

2. _____

ADDRESS:

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RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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:

2. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
3. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
4. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
5. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
6. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
7. A letter with the company's letterhead confirming physical and postal addresses
8. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
9. 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 SANASMember).
- 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 SANASMember).

- 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.
- 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				Yes		No	

Certificate							
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		Permanen t		Part time			
Transnet Contact Person							
Contact number							
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 *								

3. VENDOR OWNERSHIP DETAIL

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

3.1	Did the firm previously operate under another name? *		
YES		NO	
3.2	If Yes state its previous name:*		
Registered Name			
Trading Name			
3.3	Who were its previous owners / partners / directors?*		
SURNAME & INITIALS		ID NUMBERS	

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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	GEND ER	DATE OF OWNERSHI P	% OWN ED	% VOTIN G

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

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 Supp Database for 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	
-----	--	----	--

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

YES NO

4.2.8 Are any of your family members employees of Transnet?

YES NO

4.2.9 If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees

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

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	Unbloc	Once-Off / Emergency	
Exten	Delete	Undel			

Supplier's trading name	
Supplier's registered name	
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 products	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	
-----	--	----	--

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

	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	
Tel No:		Fax								

Section 2: To be completed by the BEE Department (this section is for

NARROW BASED (NB)				BROADBASED (BBEE)									
BEE O	BWBE	DPBE	MR	CONTENT LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE					
				Grade	Date								Signature
					Y	Y	Y	Y	M	M	D	D	
					Y	Y	Y	Y	M	M	D	D	

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COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

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EVALUATION SCHEDULE: APPROACH PAPER

The approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to health and safety. The approach paper should articulate what value add the tenderer will provide in achieving the stated objectives for the project.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

The scoring of the approach paper will be as follows:

	Technical approach and methodology
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc is too generic.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project.
Very good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

CURRICULUM VITAE OF KEY PERSONNEL

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current Position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	

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Experience record pertinent to required service

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

[Signature of person named in schedule]

Date

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TRANSNET SOC 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 fulfil all his obligations as an employer in terms of the Act.
- 2) The Contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the Contractor shall obtain them from a person designated by Transnet SOC 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 are performed in compliance to the Act.
 - 6.3 The safety equipment, devices and clothing to be made available by the Contractor to his employees.
 - 6.4 The site access control measures pertaining to health and safety to be implemented.
 - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The Contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The Contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet SOC 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 SOC Limited.
- 10) The Contractor shall furnish the* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet SOC 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 sub-contractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The Contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the Contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) The Fall Protection Plan shall include:
 - 14.1 A risk assessment of all work carried out from an elevated position
 - 14.2 Procedures and methods to address all the identified risks per location
 - 14.3 Evaluation of employee's physical and psychological fitness necessary to work at elevated position.
 - 14.4 The training of employees working from an elevated position.
 - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The Contractor shall advise the * Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet SOC 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 SOC 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 Sub-Contractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the Contractor and his Sub-Contractor 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 Sub-Contractor, 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 form an integral part of the contract and if not complied with may be construed as breach of contract.

*As applicable

Tenderer OH & S Management System Questionnaire

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

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer OH&S Management System Questionnaire	Yes	No
1. OH&S Policy and Management		
- <i>Is there a written company health and safety policy?</i> - If yes provide a copy of the policy		
- <i>Does the company have an OH&S Management system e.g NOSA, OHSAS, IRCA System etc</i> - If yes provide details		
- <i>Is there a company OH&S Management System, procedures manual or plan?</i> - If yes provide a copy of the content page(s)		
- <i>Are health and safety responsibilities clearly identified for all levels of Management and employees?</i> - 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		
- 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		
- 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
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

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

Signed
(Tenderer)
Page 51 of 54



PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal
"PREVIEW COPY ONLY"		

Signed

Date

Name

Position

Tenderer

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TRANSNET SOC LIMITED
(REGISTRATION No. 1990/000900/06)
TRADING AS
TRANSNET FREIGHT RAIL

LABOUR PAYMENT SCHEDULE

TENDERERS ARE REQUIRED TO COMPLETE THE FOLLOWING SCHEDULE:

DAY LABOUR (IF REQUIRED)

Skilled Hour _____

Unskilled Hour _____

Labourer Hour _____

Driver/Operator Hour _____

% Profit on Material _____

TRANSPORT AND MACHINERY

	RUNNING	STANDING
1. Light vehicle up to 1 ton	_____	_____
2. 5 Ton vehicle	_____	_____
3. 10 Ton vehicle with crane	_____	_____
4. Crane	_____	_____
5. Scaffolding	_____	_____
6. Generator	_____	_____
7. Other equipment:	_____	_____

8. Full details of any other charges:

TENDERER: _____

DATE: _____





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 Employer's Deputy, 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 Employer's Deputy and landowner/occupier may demand to prevent the creation of a nuisance.
- 1.7 When so instructed by the Employer's Deputy, 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 Employer's Deputy and of the landowner and occupier where the site is on private land.

2. HOUSING

- 2.1 Every living room shall have cross ventilation, both constant and occasional. Where only one window is provided, it shall not be in the same wall as the door.
- 2.2 Dimensions of living rooms shall be sufficient to allow 3.5 square metres of floor area and 11 cubic metres of air space for each person over the age of 10 years. The floor area of any living room shall not be less than 7,8 square metres.

- 2.3 Flat-roofed quarters shall have a minimum roof height of 3 metres above floor level. For quarters with pitched roofs, the wall height shall be not less than 2,6 metres above the floor with a minimum height above floor of 3 metres at the top of the pitch.
- 2.4 Doors shall not be less than 2m x 0,75m and must be halved.
- 2.5 Windows of each living room shall have an area not less than one twelfth of the floor area and shall be capable of opening to at least half their full area.
- 2.6 In areas where malaria is prevalent, doors and windows must be fitted with gauze screens.
- 2.7 Cooking shelters shall comprise roofed structures, three sides of which shall be enclosed by a weatherproof material, approved by the Employer's Deputy 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 Employer's Deputy.
- 4.10 The keeping of animals of any sort is not permitted.
- 4.11 The Contractor shall have on hand at the camp the necessary tools, disinfectants and cleaning materials to maintain and clean the sanitary facilities.

5. **RATIONS**

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

P02b-06 (JLH)

Contract Data

The Employer is

Name Transnet Limited Trading as Transnet Freight Rail
Address Pavillion Building, Room 19 – 21
 Cnr Botha & Rhodes Streets
 Witbank 1035
Telephone 013 656 4254 Fax: 013 656 4259
E-mail Nhlanhla.Vilakazi@Transnet.net
The works is Nelspruit Concrete Palisade Fence (KWX2382) Under the Control of Depot Engineer, Nelspruit

The site is Nelspruit

The starting date is

The completion date is

The reply period is **2 (two) weeks**

The defects date is **52 (fifty two) weeks after completion**

The defect correction period is **Within 1 (one) week after defects date**

The delay damages are **R2, 000.00**..... per day

The assessment day is the **13th (thirteen)**..... of each month

The retention is **10 % (ten)** %

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

The Adjudicator is

Name To be advised if disputes arises.....

Address

Telephone **Fax No.**

E-mail

Contract Data

The interest rate on late payment is 2% (two percent) per complete week of delay.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's* property in excess of R1,000,000.00 (one million) for any one event.

The *Employer* provides this: **Insurance Transnet Principal Control Insurance**

The minimum amount of cover for the third insurance stated in the Insurance Table is:
> R25, 000.00 (Limited to R10, 000,000.00. for any one event)

The minimum amount of cover for the fourth insurance stated in the Insurance Table is:
Not applicable.....

The adjudicator nominating body is: **The Chairman of the Association of Arbitrators (Southern Africa).**

The tribunal is: **Arbitration.**

If the tribunal is arbitration, the arbitration procedure is: **The rules for the Conduct of Arbitrators of the Association of Arbitrators (Southern Africa)**.....

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

As mentioned in paragraph 1.0 (Contractual obligations)

1.0 CONTRACTUAL OBLIGATIONS

A:

- 1.1 A compulsory site meeting will be held on **Wednesday, 11 December 2013 at 15H00 at Maroela Boardroom, Nelspruit Depot.**

(For direction please contact: Arinao Nembilwi on Cell no: 083 555 0230).

- 1.2 **Tenders must be deposited to the Tender Box, which will be located in the foyer of 21 Wellington Road, Inyanda House 1, Parktown, Johannesburg.**

- 1.3 Tenders must be enclosed in a sealed envelope bearing the name "**MMC MM00012-012690 CIDB**"

- 1.4 Tenderers must duly fill in the Tender Form E4 and its Annexures and submit the same with their offers

B:

- 1.1 The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Employer.
- 1.2 The Contractor shall ensure that a safety representative is at site at all times.
- 1.3 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Employer / Employer's Deputy. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.4 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
 - 1.4.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
 - 1.4.2 The Occupational Health and Safety Act (Act 85 of 1993).
 - 1.4.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Employer / Employer's Deputy with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
 - 1.4.4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Employer / Employer's Deputy.
 - 1.4.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 1.5 The Contractor's Health and Safety Programme shall be subject to agreement by the Employer / Employer's Deputy, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 1.6 In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Employer / Employer's Deputy. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.7 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipments.
- 1.8 A penalty charge of **R2,000.00** per day will be levied for late completion.
- 1.9 10% retention money of the total value of the contract will be retained and will be released 12 months after the completion date of the contract.
- 1.10 The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and energised. A final chart should be submitted to the Project Manager within 14 days after the award has been made to the successful Contractor.
- 1.11 The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also

be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Employer or Employer's Deputy must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Employer or Employer's Deputy in writing.

- 1.12 The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Employer or Employer's Deputy and must be countersigned by the Contractor.
- 1.13 Both books mentioned in 1.10 and 1.11 shall be the property of Transnet Freight Rail and shall be handed over to the Employer or Employer's Deputy on the day of energising or handing over.
- 1.14 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 1.15 The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3rd party suppliers/Manufacturers.
- 1.16 The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3rd party suppliers/manufacturers conforms to Transnet freight rail specifications.
- 1.17 The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.
- 1.18 ISO.9000 to 9004 inclusive (SABS OHS parts 1 to 4) must be regarded as a guideline, where applicable.

2.0 TENDERING PROCEDURE

- 2.1 An addendum reflecting changes to the project specification and 'Bill of Quantities' shall be forwarded to Contractors after the site meeting and Contractors shall quote accordingly, failure of which will result in disqualification.
- 2.2 Contractors shall duly fill in the attached 'Bill of Quantities'. The prices shall be fixed for the duration of the contract (12 months) and no escalation will be allowed. Items not reflected in the 'Bill of Quantities', but covered in the project specification or agreed at site meetings, shall be added to the 'Bill of Quantities' by the Contractor and quoted for accordingly.
- 2.3 Contractors shall submit qualifications of staff that will be performing the works. Only qualified technical personnel shall perform the works on the electrical equipment or installations thereof.
- 2.4 During the duration of the contract, the successful Contractor shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.
- 2.5 Contractors shall indicate clause-by-clause compliance with the specifications. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.
- 2.6 Contractors shall motivate a statement of non-compliance.
- 2.7 The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and energised. This chart shall be submitted to the Project Manager or

Supervisor within 14 days after the award of the contract has been made to the successful Contractor.

- 2.8** Where equipment offered does not comply with standards or publications referred to in the specification, Contractors shall state which standards apply and submit a copy in English or certified translation.
- 2.9** Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 2.10** During the duration of the contract period, the successful Contractor shall be required to inform the Project Manager / Supervisor of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 2.11** Contractors shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.

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**Part C1:
Agreement and Contract Data**

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Contract Data:

The Contractor's Offer

The Contractor is

Name

Address

Telephone **Fax No.**

E-mail

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

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

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

The offered total of the Prices is
(Enter the total of the prices from the Price List, incl. VAT)

State amount in words

Signed on behalf of the Contractor

Name

Position

Signature Date

The Employer's Acceptance

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

Signed on behalf of the Employer

Name

Position

Signature Date

2.0 PRICING INSTRUCTIONS

1. The agreement is based on the NEC Engineering and Construction Short Contract 3. The contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price list are recited.
2. Preliminary and General Requirements are based on part 1 of SANS 1921, 'Construction and Management Requirements for Works Contracts'. The additions, deletions and alterations to SANS 1921 as well as the contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price list are recited.
3. It will be assumed that prices included in the Price list are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
4. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
5. The Price list is not intended for the ordering of materials. Any ordering of materials, based only on the Price list, is at the Contractor's risk.
6. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
7. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Price list:
 - a) An amount which is not to be varied, namely Fixed (F).
 - b) An amount which is to be varied in proportion to the contract value, namely Value Related (V).
 - c) An amount which is to be varied in proportion to the contract period as compared to the Initial construction period, excluding revisions to the construction period for which no Adjustment the Contractor is entitled to in terms of the contract, namely Time Related (T).
8. The following abbreviations are used in the Price list:

Hr	=	Hour
Ea	=	Each
Quant.	=	Quantity
9. The prices and rates in these Price list are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the scope of work and shall cover liabilities and obligations set forth or implied in the Contract data, as well as profit.
10. Where the scope of work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
11. Where no quantity has been provided against an item in the Price list, the Contractor shall use their discretion and provide the quantity.
12. The quantities set out in these Price list are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price list.

- 13 The short descriptions of the items of payment given in these Price list are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 14 Contractor shall ensure that provision (financial as well as time) for excavations in a range of soil types is made for in their tenders.
- 15 For each item in the Price list, including Preliminaries, the Contractor shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material) which has been sourced locally (Republic of South Africa).
- 16 The Contractor shall also arrange forward cover within two weeks after contract award on all imported items.
- 17 The Contractor shall provide information related to imported content, i.e. equipment to be imported, value and applicable exchange rates. This information shall be provided as an Annexure to the Price list.
- 18 The total in the Price list shall be exclusive of VAT.

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**Part 02:
Pricing Data**

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Contract Data
Pricing Data

SCHEDULE OF WORK AND PRICES – CIVIL WORKS					
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
B1	PREPARATION AND FENCING WITH 1604M LONG CONCRETE PALISADE FENCE AS PER GENERAL AND				
1.	SITE CLEARANCE Trim tree branches in way of fence	760	M ²		
2.	Remove debris 1.0x0,15m deep	760	m		
3.	EXCAVATIONS Excavate 500mm x 500mm x 800mm deep foundation for posts.	85	m ³		
	ERECTING OF FENCE				
4.	CONCRETE PALISADE FENCE 2,4M HIGH: Erect concrete palisade fence 2,4m high.	760	m		
5.	REINFORCEMENT Provide and fit 2mm x 25mm steel plate and bolt onto the pales with two 10mm holes to take 8mm carriage type bolts	382	No		
6.	Supply and fit 8mm carriage type bolts	760	No		
7.	GUNITING Fit 204m high shutter board. [securely Wired(tied)]	760	m		
8.	Gunite with 1:4 Sand-Cement concrete mixtures of 25Mpa to fill up openings between pales. NB: Guniting shall be constructed from the bottom to top of pales. SEE ATTACHED PICTURES	1.60 4	m		
9.	SLIDING GATE RUNNER: Construct 50mm x 50mm x 8mm angle iron runner and welded onto I-Beam 150mm x 50mm x 6mm encased in concrete as per attached sketch. (Mixture: 1 part cement: 1 part river sand: 4 parts 19mm Concrete Stone	1	Ea.		

10.	<u>SLIDING GATE:</u> Make and fit sliding gate complete with heavy duty locking mechanism. NB: Check attached sketches	1	Ea.		
11.	Paint sliding gate: <u>One coat Dulux NS4 Primer (Red)</u> <u>One coat Dulux Universal White Undercoat.</u> <u>Two coats Dulux Pearlglb Lockness 3L 1-5</u>	1	Job		
		Gross Total R _____ VAT % R _____ GRAND TOTAL R _____			

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**Part C3:
Scope of Work**

Contract Data

Scope of Work

INDEX

PART A: PRELIMINARY AND GENERAL

PART B: TECHNICAL SPECIFICATIONS

- Concrete fencing
- Access road controlled layer works

PART C: SPECIAL REQUIREMENTS

- Health and Safety
- Minimum plant and equipment

PART D: BILL OF QUANTITIES (BoQ)

- Schedule of requirements and deviations
 - Concrete fencing

ANNEXURE:

- Sliding gate,
- Sliding gate runner,
- Pictures Concrete fencing specifications,
- Fence and gunite elevation and section,
 - Reinforcements, and

PART A: PRELIMINARY AND GENERAL

A1 SCOPE OF WORK

This specification calls for the **760m** concrete palisade fencing on the southern side of Nelspruit yard and station using concrete palisade fence. The work covers supply, erecting and fixing of concrete palisade fencing, guniting and provision of razor wire topping and clearing the site on completion of the works, hereinafter referred to as the "WORKS", and any other work arising out of or incidental to the above, or required of the Contractor for the proper completion of the WORKS in accordance with the true meaning and intent of the contract.

A2 COMPLETION OF WORK

A2.1 Transnet requires that the WORKS be completed within **10 weeks**, which shall include any statutory holidays falling within this period. The completion date will be determined by adding the period specified above to the date of notification of acceptance of tender or the date stated in the letter of notification of acceptance of tender whichever is the latter.

A3 STANDARDISED SPECIFICATIONS

The COLTO (Committee of Land Transport Officials) and SABS standardised specifications listed in the schedule of standardised specifications shall apply in so far as they are not in conflict with Transnet specifications listed in the Schedule of Documents.

A4 TECHNICAL SPECIFICATIONS

The standards specifications on which this contract is based are SABS Standardized Specifications for Civil Engineering Construction, SABS 1200. Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

5.1	SABS 1200A	General
5.2	SABS 1200C	Site Clearance
5.3	SABS 1372	Prefabricated concrete components for fences

A5 LATEST EDITION OF SPECIFICATIONS / STANDARDS

All specifications/standards referred to in the contract documents but not bound therein shall be the latest edition or revision published at least 3 months before the closing date for receipt of tenders.

A6 SCHEDULE OF QUANTITIES

- A6.1 The quantities in the Schedule of Quantities are estimated and may be more or less than stated. The Contractor shall submit with his tender a complete and detailed priced schedule (prepared in ink) for the WORKS. All work covered by the schedule including work resulting from modifications or alterations to drawings, shall be measured and paid for according to the completed schedule.
- A6.2 The absence of stated quantities in the schedule is no guarantee that none will be required. Reasonable and sufficient rates and/or prices shall therefore be inserted to every item as such rates will be considered when awarding the contract.

A7 CUSTOMS REGULATIONS AND ASSOCIATED CHARGES

- A7.1 The WORKS are sited within a Customs Controlled Area. The Contractor and his staff shall observe all Customs Regulations within the Depot area.
- A7.2 The Contractor shall allow in his tendered rates for all customs and excise duties payable.

A8 MATERIAL TO BE SUPPLIED BY TRANSNET

No material will be supplied by Transnet.

A9 MATERIALS, WORKMANSHIP AND CONSTRUCTION EQUIPMENT

Further to sub clause 23.1 of the E5 – General Conditions of Contract, All materials and workmanship shall be of the respective kinds specified and shall comply with the requirements set in the Scope of Work and in the Engineer's instructions or, failing requirements or instructions, of the respective kinds suitable for the purpose intended.

A9 SITE ARRANGEMENTS

A9.1 Access to site

From Pretoria (N4) to Nelspruit off-ramp @ Samora Machel street to Nelspruit and follow the street until the white river/Barberton junction and turn left towards white river and pass the first traffic lights, on the second junction turn right into Andrews street and Transnet will be in your left.

A10 CLEARING OF SITE ON COMPLETION OF WORKS

Further to sub clause 21.9 of the E5 – General Conditions of Contract, the Contractor shall, within one month of the date of acceptance of all contract work, completely remove from site all his plant, materials, stores and temporary accommodation or any other asset belonging to him and leave the site in a tidy condition to the satisfaction of the Technical Officer. No excess or discarded materials, plant or stores may be buried or dumped within the Transnet boundary.

A11 WORKING OF THE DEPOT

- A11.1 The fullest collaboration between the Contractor, Depot Manager, Depot Operations Manager and the Technical Officer is essential with regard to the working of the Transnet Depot. The commercial activities take priority over the construction activities. The Contractor shall remove any equipment, outside his allocated construction site, that obstructs commercial Vehicle operations at his own expense. No claims for standing time or extension of time for removal of such equipment will be payable.
- A11.2 Tenderers are advised that, during the currency of this contract, staff of Transnet and others will also be working in the area. The Contractor shall conduct his operations and re-arrange his programme of works if instructed by Technical Officer so as not to impede or restrict the operations of others.

PART B: CIVIL WORKS

PREPARATIONS AND FENCING NELSPRUIT YARD WITH CONCRETE PALISADES

B1.1 SITE CLEARANCE

- B1.1.1 Clear and level the site where the fencing will be erected 1m wide, trim tree branches and remove debris 1.0x0,15m deep in way of fence on both sides from the centre line of the project by removing grass and all rubbles.
NB: Boundary pegs shall not be disturbed when clearing site as the contractor will be held liable for reinstatement.

B1.2 EXCAVATIONS

- B1.2.1 Excavate 500mm x 500mm x 800mm deep foundation for posts and level and compact in-situ by hand temper.

B1.3 ERECTING OF FENCE

B1.3.1 CONCRETE PALISADE FENCE

- Erect concrete palisade fence 2.4m high
 Posts: 3.0m x 195mm x 125mm tapered to 100mm.
 Pales: 2370mm x 64mm x 115mm tapered to 100mm.
 Rails (9-Pales/section): 1980mm x 80mm x 150mm with 9 x 10mm holes for 8mm carriage bolts. Concrete for posts shall be 500mm x 500mm x 800mm deep --- See Specification for Concrete Palisade Fence.
NB: Fence shall be constructed to run smooth and or in line with one another.

B1.3.2 REINFORCEMENT

- Provide and fit 2mm x 25mm 500mm steel plate with two 16mm holes to take 8mm carriage type bolts and bolt onto the pales.
 Steel plate shall be inserted in between the post and rail/cross beam and extended to an equal length to the pales for bolting. REFER TO ATTACHED SKETCH IN ANNEXER
 Supply and fit 8mm carriage type bolts

B1.3.3 GUNITING

- Erect shutter board and attach on the outside face of the fence.
 Gunitite in between the posts and pales with 1:4 sand/cement concrete mixtures of 25mpa. REFER TO ATTACHED SKETCH IN ANNEXER.
 Guniting finish shall be off shutter board finish on the outside.
 Inside finish of to be of a scraped finish.

B1.3.2 SLIDING GATE:

- Make and fit sliding gate complete with heavy duty locking mechanism and Viro padlocks with three keys.
 Gate size 3/ 5.0m wide x 2.40m high: Rectangular tubing 100mm x 50mm x 3mm with 2 x 100mm diameter steel wheels. Intermediate uprights shall be 50mm x 25mm x 3.2mm. REFER TO ATTACHED SKETCH IN ANNEXER.
 Wash all iron with degreasing fluid, rinse well and paint:
 One coat Dulux NS4 Primer (Red)
 One coat Dulux Universal Undercoat (White)
 Two coats Dulux Pearglo Lockness 3L 1-5

B1.3.3 SLIDING GATE RUNNER:

Supply and deliver on site 50mm x 50mm x 8mm angle iron runner and weld onto an I-Beam 150mm x 50mm x 6mm encased in concrete as per attached sketch.

Concrete mix (30 MPA, 1:2:3) 300x400mm deep i.e. 1 part cement, 2 part river sand with 3 parts 19mm concrete stones

Sliding gate runner concrete shall be done with proper shuttering and chamfering.

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PART E1: NAME OF THE COMPANY

Part E: Health and safety Plan

1. SHE Management Structure

1.1. Health and Safety Representative (Section 17 of OHS Act).

2. Education and Training

- 2.1. Induction training (Construction Regulation 7(9))
- 2.2. Site Specific Training.

3 Health and Safety Communications

- 3.1. Safety/Toolbox talks.
- 3.2. Incident Recall.

4. Safe Working Procedures and Methods

- 4.1. Method Statements.
- 4.2. Safe Operating Procedures.
- 4.3. Task/Job observations.

5. Personal Protective Equipment and Clothing

- 5.1 PPE required after all other controls have been considered.
- 5.2. PPE proof of issue.

Part E2. Environmental Management Plan

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

- 2.1. Control of Dust.
- 2.2 Soil Contamination.

Minimum plant and equipment required

- 1. TLB
- 2. Concrete mixer
- 3. LDV
- 4. Welding machine
- 5. Angle grinder
- 6. Steel cut off machine
- 7. Spades
- 8. Picks
- 9. Gwalas

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PART F: BILL OF QUANTITIES

SCHEDULE OF REQUIREMENTS AND DEVIATIONS

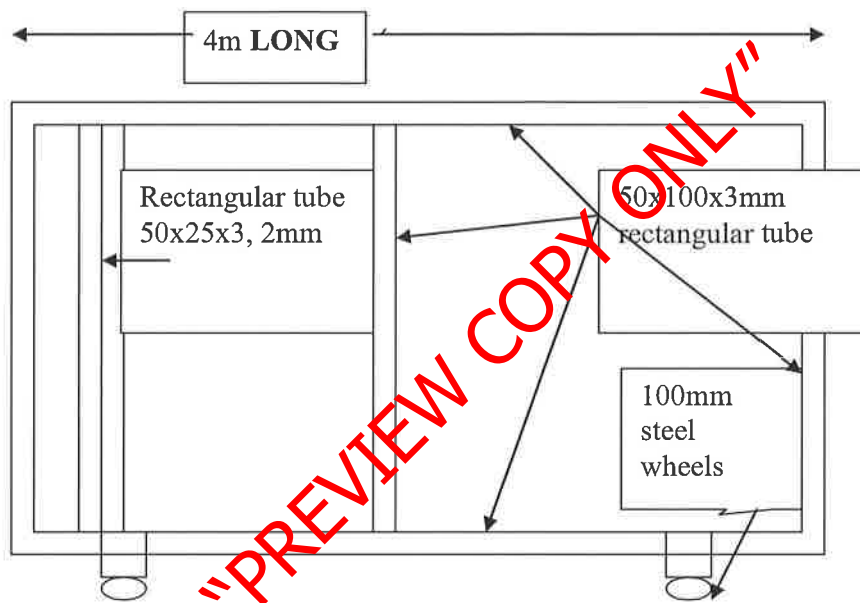
Special requirements and deviations from the specifications:

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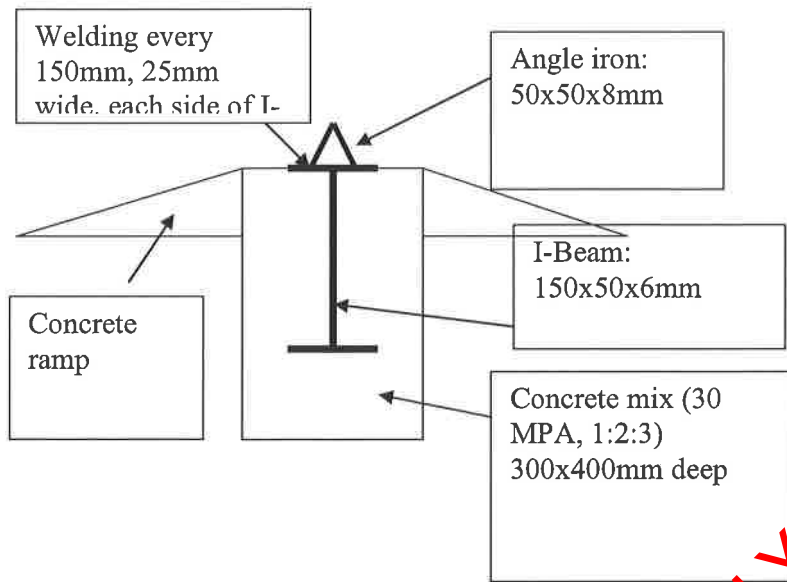
NB: ALL DRAWINGS ARE NOT TO SCALE.

Annexure
Sketches

Sliding gate:



Sliding gate runner:



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CONCRETE FENCING

Prestressed and precast concrete palisade with purpose-made gates and overhangs. The company has been manufacturing and erecting the system for more than 18 years throughout the country e.g. about 100 sites for the Department of Posts and Telecommunications. The system is load-resistant enough for use as barrier fencing to crowd restraint. The system consists of easily transported components and is fast to erect. Even so, it resists vandalism and abuse and is difficult to dismantle without considerable effort. However, sections of the fence can be removed for temporary access, and replaced. In security applications, an advantage is that the system does not create a visual barrier, as the gaps between the pales are either 100 or 65 mm depending on the number of pales per section.

Authority
SABS 0160: 1980 The design of foundations for buildings.

Composition and manufacture
Off-shutter-finish concrete with wood-floated back, to 35 MPa at 28 days. All reinforcing is covered by at least 20 mm concrete. Reinforcing wires are of grade 1550/1700 MPa steel stressed to 75 % of UTS. Ends of all units are cut, ground level, and sealed with 2-part grey epoxy. Post reinforcing: 6 x 4 mm wires. Pale reinforcing: 4 x 2,65 mm wires. Rail reinforcing: 4 x 4 mm wires. Fixing bolts are electrogalvanised and passivated. Concrete foundations are 15 MPa at 28 days.

Size and mass
Posts: 3 000 x 195 x 125 tapered to 100 mm
Pales: 2 370 x 64 x 115 tapered to 100 mm
A-rail (9-pales/section): 1 980 x 80 x 150 with 9 x 10 mm holes for 8 mm carriage bolts.
R-rail (11-pales/section): 1 980 x 65 x 150 with 11 x 10 mm holes for 8 mm carriage bolts.
Blanking plates: 850 x 300 x 40 mm or 1 500 x 200 x 40 mm.

Appearance
The system has a natural concrete finish. The tapered pales give the system a pleasing look.

Strength
Point loading of the structure at both post and mid section of the rail gives safety factors of 1,66 and 3,22 respectively. Point loading on individual pales and rails gives safety factors of 2,5 and 1,85 respectively.

Site work
Each post is sunk 600 mm into an excavated hole which is then filled with concrete. A blanking plate is cast into the foundation at ground level. The posts are slotted to receive two horizontal rails at 150 and 2 250 mm from ground level. The system is completed by bolting to the rails either 9 or 11 pales per post.

Accessories
Security gates and eight different overhangs for barbed wire and razor tape.

Service
The company offers a full design and erection service.

BETONOMHEINING

Vooral gespanne en-gegote beton palisade met doelvervaardigde hekkie en oorhange. Vir meer as 18 jaar het die maatskappy Armourcade landwyd opgerig, o.a. by meer as 100 terreine vir die Departement Pos- en Telekommunikasie. Die stelsel bied genoeg lasweerstand om as versperringsheining vir skarestutting gebruik te word. Dit bestaan uit maklik-vervoerbare komponente en is sneloprigbaar. Nogtans bied dit weerstand teen vandalisme en wangebruik en is dit moeilik om dit, sonder aansienlike vermoedens, te demonteer. Gedeeltes van die heining kan egter vir tydelike toegangsgedeeltes verwyder en terrugeplaas word. Die voordeel daarvan in sekuriteit-toepassings is dat die stelsel nie 'n visuele versperring skep nie, aangesien die gapings tussen die pale, of 100, of 65 mm is, afhangende van die aantal pale per gedeelte.

Magtiging
SABS 0160: 1980. Die Ontwerp van fondasies vir geboue.

Samesetting en vervaardiging
Alhoortjie-afgewerkte beton met houtvloer-afwerking, tot 35 MPa binne 28 dae. Alle versterkingsdraad word bedek met minstens 20 mm beton dekking. Versterkende draad is van graad 1550/1700 MPa staalgespanne tipe tot 75 % UTS. Die ente van alle eenhede word op grondvlak gesny en met 2 dele grys epoksi versel. Paalversterking: 6 x 4 mm draad. Sparversterking: 4 x 2,65 mm draad. Railingversterking: 4 x 4 mm draad. Hegboulle word elektro-galvaniseer en gepassiveer. Betonfondasies is binne 28 dae 15 MPa.

Grootte en massa
Pale: 3 000 x 195 x 125 gespilte tot 100 mm
Sparre: 2 370 x 64 x 115 gespilte tot 100 mm
A-rail (9-paal/gedeelte): 1 980 x 80 x 150 met 9 x 10 mm gate vir 8 mm balkhoue.
R-rail (11-paal/gedeelte): 1 980 x 65 x 150 met 11 x 10 mm gate vir 8 mm balkhoue.
Afdigplate: 850 x 300 x 40 mm of 1 500 x 200 x 40 mm.

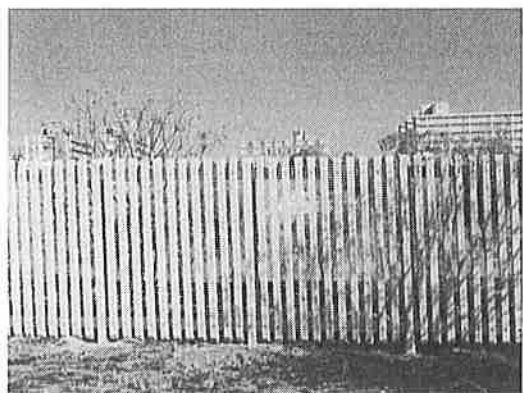
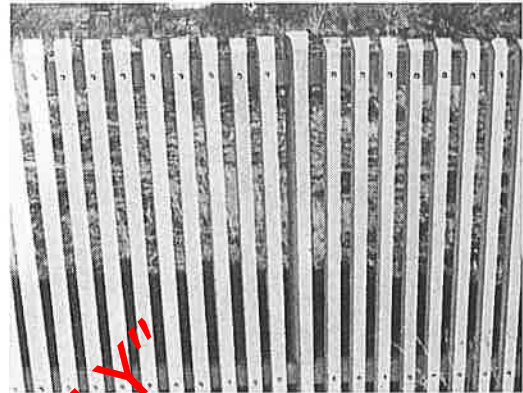
Voorkoms
Die stelsel het 'n natuurlike betonafwerking. Die gespilte pale verleen 'n aantreklike voorkoms aan die stelsel.

Sterkte
Puntlas van die struktuur by beide paal- en middelgedeelte van die railing, verskaf veiligheidsfaktore van, onderskeidelik, 1,66 en 3,22. Puntlas op individuele pale en railings verskaf veiligheidsfaktore van, onderskeidelik, 2,5 en 1,85.

Terreinwerk
Elke paal word in 'n 600 mm uitgegraalde gal ingelaat, waarna dit met beton opgeval word. 'n Afdigplate word by grondvlak in die fondasie afgedruk. Die pale word gegleuf ten einde twee horisontale railings teen 150 en 2 250 mm vanaf grondvlak te ontvang. Die stelsel word voltooi deur, of 9, of 11 sparre per paal vas te boul.

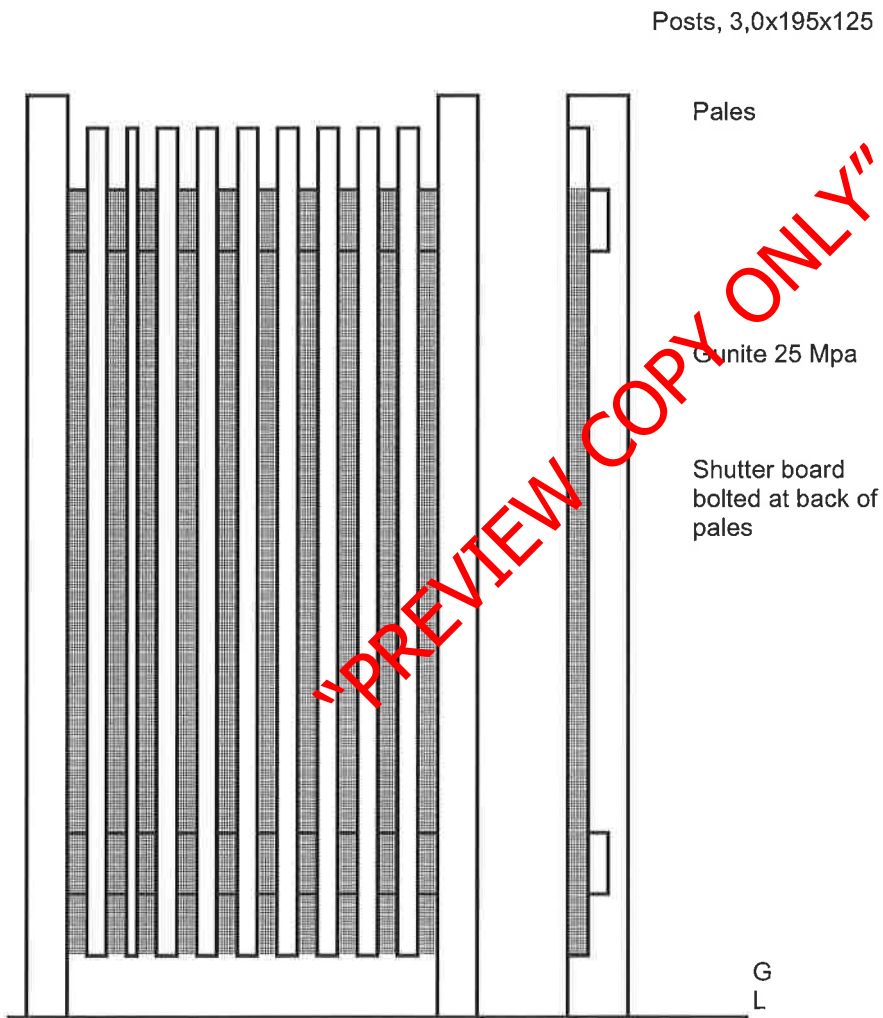
Bykomstighede
Sekuriteitshekke en agt verskillende oorhange vir doringdraad- en lemtepe.

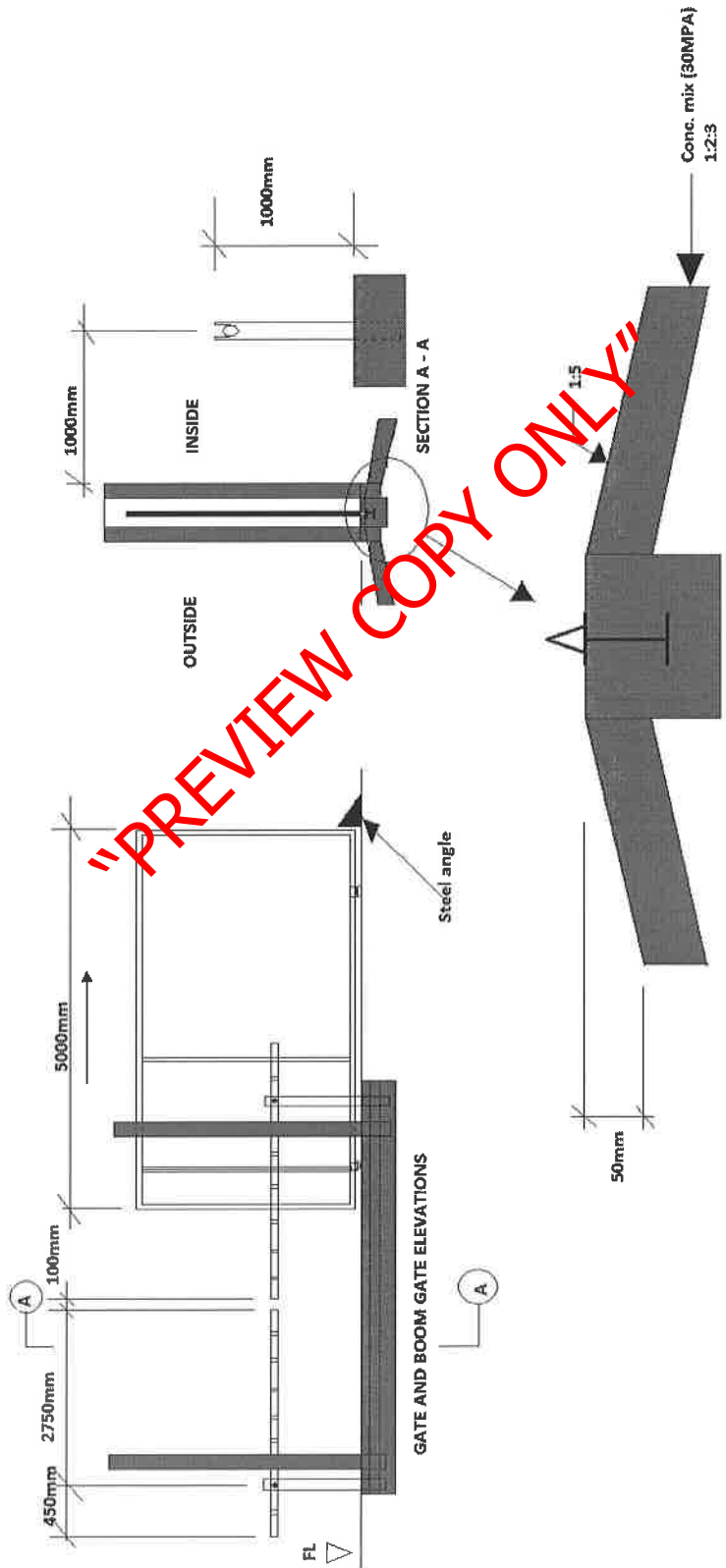
Diens
Die maatskappy bied 'n volledige ontwerp- en oprigtingsdiens.



ELEVATION

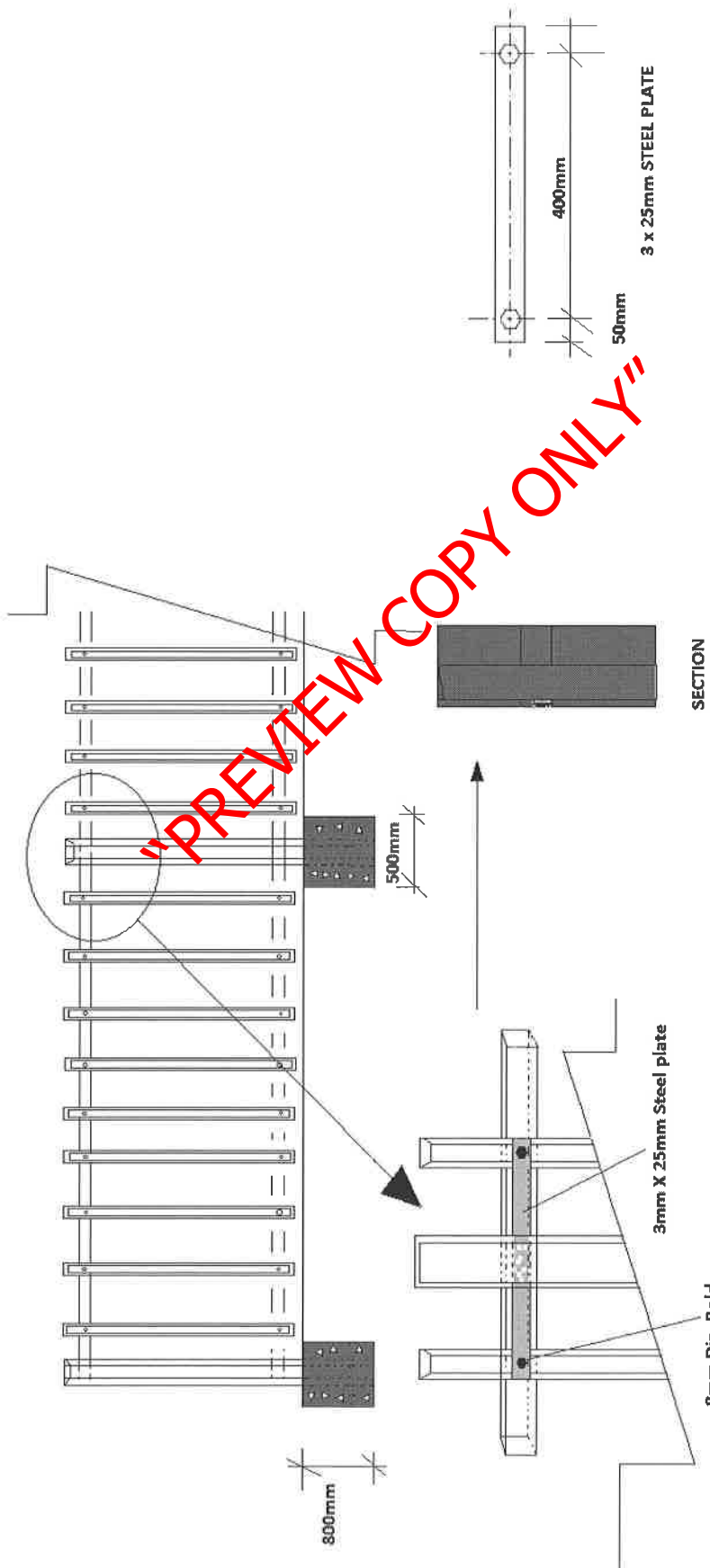
SECTION





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SECTIONS THROUGH GATE AND BOOM GATE AT WITBANK



REINFORCEMENT SKETCHES

GUNNITING PICTURES



BACK VIEW



FRONT VIEW

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Contract Data

Site Information:

The works shall be performed at: **Nelspruit Station And Yard Fencing.**

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TRANSNET SOC LIMITED

(Registration no. 1990/000900/30)

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

1. General

- 1.1 The Contractor and Transnet SOC 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 Project Manager or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

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

3. Procedural Compliance

3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-

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

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

- (a) includes excavation work deeper than 1m; or

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

4. Special Permits

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

5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;

- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
 - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
 - (b) the analysis and evaluation of the hazards identified;
 - (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
 - (d) a monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
 - (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
 - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
 - (d) the site access control measures pertaining to health and safety to be implemented;
 - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Project Manager with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and

- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Project Manager's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Project Manager's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Project Manager or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Project Manager, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;

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

6.3 The fall protection plan shall include:-

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

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Project Manager, or subcontractor upon request.

8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Project Manager.

8.3 The Contractor shall hand over a consolidated health and safety file to the Project Manager upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

2. Principal contractor's compensation registration number:

- 3.(a) Name and postal address of client:

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

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

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

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

6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

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

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

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

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

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

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

ANNEXURE 2

(COMPANY LETTER HEAD)

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

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In _____ terms of _____
I, _____

representing the Employer) do hereby
appoint _____

As the Competent Person on the
premises at _____

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

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

Date : _____

Signature :- _____

Designation :- _____

ACCEPTANCE OF DESIGNATION

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

Date : _____

Signature :- _____

Designation :- _____

ANNEXURE 3

(COMPANY LETTER HEAD)

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

DECLARATION

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

Signature :- _____

Date : _____

"PREVIEW COPY ONLY"

ANNEXURE 4

(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET SOC 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 :** _____

PROJECT MANAGER

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 :** _____

TRANSNET



delivering on our commitment *to you*

Suppliers Code of Conduct

"PREVIEW COPY ONLY"



Suppliers Code of Conduct

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

These are:

- >> Transnet Procurement Policy - A guide for tenderers;
- >> Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- >> The Public Finance Management Act (PFMA);
- >> The Broad Based Black Economic Empowerment Act (BBBEE); and
- >> The Anti-Corruption Act.

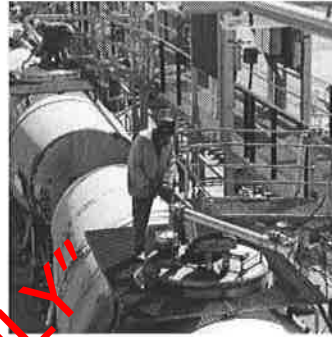
This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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

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

Transnet will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

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



- >> Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.

- >> There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

Transnet is firmly committed to free and competitive enterprise

- >> Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- >> Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.

- >> Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.



These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.

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

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

Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

- >> Doing business with family members.
- >> Having a financial interest in another company in our industry.



Show that you support good business practice by logging onto www.transnet-suppliers.net and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

TIP-OFFS ANONYMOUS HOTLINE
0800 003 056