

TRANSNET



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

NEC3 Engineering & Construction Short Contract
(ECSC)

RFQ No. MMC NV00019-101855 CIDB

SUPPLY AND LAY CRUSHER STONE AT VARIOUS SITES
UNDER CONTROL OF THE DEPOT ENGINEER,
NELSPRUIT.

Opens on: 01 October 2013
Closing date: 15 October 2013 (at 10h00)
Validity date: 14 January 2014

| Document reference | Title: Supply And Lay Crusher Stone At Various Sites Under Control Of The 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 NV00025-010905 CIDB

Transnet SOC Limited trading as Transnet Freight Rail invites renderers for the Supply and Lay Crusher Stone at Various Sites under Control of the Depot Engineer, Nelspruit.

Tenderers should have a CIDB contractor grading designation of **1CE** 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

A compulsory clarification meeting with representatives of the Employer will take place on **Monday, 7th October 2013, at 09H00 at Marula Boardroom, Nelspruit Depot**

(For direction please contact: Moreki Matuludi on cell 013 752 9448)

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.

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, 15 October 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. If, 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.

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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: Mr. Moreki Matuludi
Address: Infrastructure Depot
Nelspruit
Tel: 013 752 9448
Cell: 071 889 6525
E-mail: Moreki.Matuludi@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 **1CE** 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 **1CE** 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 **(14 January 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 **80/20** preference point system prescribed in the PPPFA.

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

- 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 **80/20** 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.

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

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

All respondents must be graded on a **1CE CIDB grading category, which is a prequalification phase to proceed to Technical/Functional evaluation.**

Technical threshold of **60%**: Compliance to specification / quality, previous performance, delivery lead-time

Weighted evaluation based on **80/20** 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

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

| 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 |

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.

| FUNCTIONAL EVALUATION | RATING | | | | | WEIGHT | TOTAL |
|--|--------------|---|---|---|---|------------|-------|
| | 1 | 2 | 3 | 4 | 5 | | |
| Clause by clause compliance to specification | | | | | | 20 | |
| Submitted Risk/Safety Plan for the project | | | | | | 20 | |
| Technical Capacity/Resources | | | | | | 20 | |
| Delivery period for the project | | | | | | | |
| | 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 |

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 one.

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 Tenderers 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.
- 3.2 During the duration of the contract, the successful Tenderer shall be required to inform the Deputy of any staff changes and provide the qualifications of the replacement staff for approval.
- 3.3 **Clause by clause statement of compliance to General conditions of Contract and technical specifications**

3.3.1 Tenderers shall indicate clause-by-clause compliance with the specifications.

3.3.2 This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.

3.3.3 Tenderers shall motivate a statement of non-compliance.

3.3.4 Number the specifications according to the original tender document.

3.3.5 The head and sub-headings must be listed next to the specification number.

3.3.6 Indicate statement of compliance and motivate (give reasons for not complying).

3.3.7 Indicate other statements which don't require compliance.

Note: The committee will take decision to give an average score to companies who indicated their compliance but with short comings.

3.4 The Tenderer shall provide a Gantt or a similar bar chart showing how long it will take to complete the works and be energised. This chart shall be submitted with the tender submission on the closing date of the tender. Should a Tenderer be successful in winning a tender, a final bar chart shall be submitted within 14 days after the award of the contract to the employer by the successful Tenderer.

3.5 The Tenderer shall submit the programme/schedule in a bar chart format for the project.

3.6 The Tenderer shall indicate how the work will be executed and commissioned. (Approach paper)

3.7 Where equipment offered does not comply with standards or publications referred to in the specification, Tenderers shall state which standards apply and submit a copy in English or certified translation.

3.8 Tenderers shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.

3.9 During the duration of the contract period, the successful Tenderer shall be required to inform the Employer / Deputy of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.

3.10 Tenderer shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.

3.11 The Tenderer shall supply a site diary and site instruction books, both books shall be of triplicates carbon copies.

- 3.12 During the duration of the contract, the successful Tenderer shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.

4 **Evaluation criteria of the tender to be met are:**

- 4.1 **Phase 1:** Will be a disqualifying phase and those that comply will progress to be competitively evaluated in **phase 2.** (Refer to clause F.3.11.3)

Minimum criteria for progressing from phase 1 to phase 2 is detailed below:

- An original or certified copy of a valid TAX clearance certificate.
- CIDB grading of 3EP or higher to be met.
- **A clause by clause statement of compliance to the following documents:**
 - NEC ECSC General Conditions of Contract.
 - All secondary specifications
 - All general specifications

- 4.2 **Phase 2:** Refer to clause F.3.11.3 as mentioned above.

- 4.3 **Phase 3:** Will be evaluated in respect of Price and BBBEE at 80/20 ratio.

i. **Risk/ Safety Plan:**

- 5.1 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
 - List of Tenderers already appointed – list to be updated at least monthly.
 - 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

6 Environmental Management Plan

- 6.1 A detailed plan indicating how environmental safety will be managed in a site must have the following key points depending on projects requirements:

- a) Control of dust
- b) Noise and pollution control
- c) Waste management
- d) Environment Incident Management
- e) Contamination of surface and underground water
- f) Soil contamination
- g) Storm water drainage
- h) Environmental clean-up and rehabilitation
- i) Environment monitoring
- j) Environment training and awareness
- k) Provision for environmental clean-up and rehabilitation cost (Budget)

7 Technical Capacity/Resources

- 7.1 A detailed summary indicating technical capacity/resources to execute the work must have the following key points depending on projects requirements:
- a Availability of transport to site.
 - b Number of skilled and unskilled labour who will perform work execution.
 - c Certificate for personnel with technical responsibilities
 - d Loading capacity of a truck, cranes and other machinery.
 - e Availability of tool(s) relevant to the project execution.

Note: The committee will take decision to give an average score to companies who indicated their compliance but with short comings.

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 BBBEE 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 Duly 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.

"PREVIEW COPY ONLY"

Part T2: Returnable Schedules

"PREVIEW COPY ONLY"

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 _____

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

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 |
|---|-------------------------|---------------------------------------|----------------|
| "PREVIEW COPY ONLY" | | | |

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

"PREVIEW COPY ONLY"

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. | | | |

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

"PREVIEW COPY ONLY"

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 _____

"PREVIEW COPY ONLY"

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: _____

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. | | |

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 OC)
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 SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.

NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent 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,

"PREVIEW COPY ONLY"

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

Supplier Declaration Form

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

| | | | | |
|---|---------------|------------------|-----------|--|
| How many personnel does the firm employ | 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 | >R35 m |

| | | | | | | | | | |
|------------|---|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
| 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 | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

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

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

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
| | | | | | |

| | |
|------------|--|
| 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 | | | | |
| 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 (BBBEE) | | | | | | | | | |
| BEE O | BWBE | DPBE | MR | CONTB. 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 | |

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:

| | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or | |

municipal 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 the 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 _____

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) | |

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

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 |
| 1. OH&S Policy and Management | | No |
| - <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) | | |

| | | |
|---|--|--|
| | | |
| <ul style="list-style-type: none"> - Are health and safety responsibilities clearly identified for all levels of Management and employees? - If yes provide details | | |
| 2. Safe Work Practices and Procedures | | |
| <ul style="list-style-type: none"> - Are safe operating procedures or specific safety instructions relevant to its operations available? - If yes provide a summary listing of procedures or instructions | | |
| <ul style="list-style-type: none"> - Is there a register of injury document? If yes provide a copy | | |
| <ul style="list-style-type: none"> - 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: | | |
| <ul style="list-style-type: none"> - 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 | | |
| <ul style="list-style-type: none"> - Are regular health and safety inspections at worksites undertaken? -If yes provide details | | |
| <ul style="list-style-type: none"> - Is there a procedure by which employees can report hazards at workplaces? - If yes provide details | | |
| 5. Health and Safety Consultation | | |
| <ul style="list-style-type: none"> - Is there a workplace health and safety committee? | | |
| <ul style="list-style-type: none"> - 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 | | | |

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

Signed
(Tenderer)

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

"PREVIEW COPY ONLY"

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: _____

Contract Data

The Employer is

Name Transnet SOC Limited, Trading as Transnet Freight Rail

Address Pavillion Building, Room 19-21
Cnr Botha Avenue & Rhodes Streets
Witbank 1035

Telephone (013) 656 4296 Fax No. (013) 656 4259

E-mail Nhlanhla.Vilakazi@transnet.net

The works is Supply and lay crusher stone at various sites, Under The Control Of The Depot Engineer, Nelspruit.

The site is Boulders, Droogland and Rivulets 3kV DC substations

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 one week after defects date

The delay damages are R5, 000.00 per day (penalties)

The assessment day is the 13th (thirteenth) of each month

The retention is 10% (ten percent)

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

The Adjudicator is

Name To be advised if disputes arise.....

Address

Telephone Fax No.

E-mail

Contract Data

The interest rate on late payment is % 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..... 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

- 1.1 The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.
- 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 Project Manager/ Technical Officer. 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 Project Manager/ Technical Officer 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 Project Manager / Technical Officer.
- 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 Project Manager / Technical Officer, 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 Project Manager / Technical Officer. 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 **R5, 000.00** per day will be levied for late completion.
- 1.9 10% retention money will be retained and will be released 12 months after the completion date of the contract.
- 1.10 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 Technical Officer must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Project Manager or Technical officer in writing.
- 1.11 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 Project Manager or Technical Officer and must be countersigned by the Contractor.
- 1.12 Both books mentioned in 1.10 and 1.11 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Technical Officer on the day of energising or handing over.
- 1.13 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 1.14 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 part suppliers/Manufacturers.
- 1.15 The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet freight rail specifications.
- 1.16 The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.

**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

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 |
| OCB | = | Oil Circuit Breaker |
| GCB | = | Gas Circuit Breaker |
| PCB | = | Polychlorinated Biphenyl |
| 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 Tenderers 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.

3.0 Tendering Procedure

- 3.1 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.
- 3.2 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 the site meetings, shall be added to the 'Bill of Quantities' by the contractor and quoted for accordingly.
- 3.3 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.
- 3.4 During the duration of the contract, the successful Contractor shall be required to inform the Technical Officer of any staff changes and provide the qualifications of the replacement staff for approval.
- 3.5 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.
- 3.6 Contractors shall motivate a statement of non-compliance.
- 3.7 The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and energised. This chart must be submitted to the Project Manager or Technical Officer within 14 days after the award of the contract has been made to the successful Contractor.
- 3.8 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.
- 3.9 Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.

- 3.10 During the duration of the contract period, the successful contractor shall be required to inform the Project Manager/ Technical Officer of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 3.11 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 C2:
Pricing Data**

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Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|---|------|----------|------|-------|
| A | Boulders 3kV DC Substation | | | | |
| 1 | Remove and Dispose the existing crusher stone in the whole yard of the substation. | sum | 1 | | |
| 2 | Level and compact the soil in the whole yard of the substation. | sum | 1 | | |
| 3 | Apply weed killer on the levelled and compacted soil. | sum | 1 | | |
| 4 | Supply and lay 100mm layer of 25mm crusher stone over the whole yard of the substation. | sum | 1 | | |
| 5 | Construction of concrete wall and concrete concrete slab at the entrance of the substation. | sum | 1 | | |
| 6 | P's and G's. | sum | 1 | | |
| A | Total Price for Boulders (Excl. VAT) = | | R | | |

Pricing Data Price List

| Item number | Description | Unit | Qty | Rate | Price |
|-------------|---|------|----------|------|-------|
| B | Droogland 3kV DC Substation | | | | |
| 1 | Remove and Dispose the existing crusher stone in the whole yard of the substation. | sum | 1 | | |
| 2 | Level and compact the soil in the whole yard of the substation. | sum | 1 | | |
| 3 | Apply weed killer on the levelled and compacted soil. | sum | 1 | | |
| 4 | Supply and lay 100mm layer of 25mm crusher stone over the whole yard of the substation. | sum | 1 | | |
| 5 | P's and G's. | sum | 1 | | |
| B | Total Price for Droogland (Excl. VAT) = | | R | | |

Pricing Data Price List

| Item number | Description | Unit | Qty | Rate | Price |
|-------------|---|------|----------|------|-------|
| C | Rivulets 3kV DC Substation | | | | |
| 1 | Remove and Dispose the existing crusher stone in the whole yard of the substation. | sum | 1 | | |
| 2 | Level and compact the soil in the whole yard of the substation. | sum | 1 | | |
| 3 | Apply weed killer on the levelled and compacted soil. | sum | 1 | | |
| 4 | Supply and lay 100mm layer of 25mm crusher stone over the whole yard of the substation. | sum | 1 | | |
| 5 | Construct and supply 1m deep x 28,5m long concrete wall (mix concrete on site and prepare formwork to build the wall) including as 0,5m wide x 28,5m long channel. | sum | 1 | | |
| 6 | Prepare a gradient/slope along the base of the 28.5m parameter of the constructed 28.5m long concrete wall; for the preparation and construction of a semi-circular drainage concrete channel | Sum | 1 | | |
| 7 | Construct and supply a semi-circular drainage concrete channel 28.5m long X 0.5m wide, prepare concrete mix of standard strength, construct channel on the prepared gradient. | Sum | 1 | | |
| 8 | P's and G's. | sum | 1 | | |
| C | Total Price for Rivulets (Excl. VAT) = | | R | | |

Total summary:

| | | |
|----------|--|----------|
| D | Total Price (A+B+C) Excl. VAT = | R |
| E | VAT @ 14%(D) = | R |
| F | Retention @10% of (D)= | R |
| G | Gross Total (D+E) Incl. VAT= | R |

**Part C3:
Scope of Work**

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Contract Data

Scope of Work

5.0 Description of work

The Contractor shall perform the following:

5.1 Crusher stone and weed killer.

Supply and lay crusher stone in accordance with Transnet Freight Rail's specification BBB5452 version 6 clause 43.0 at Boulders, Komatipoort, Rivulets 3kV DC substations.

- 5.1.1 The contractor shall remove and dispose the existing crusher stones.
- 5.1.2 The compaction in layers to be carried out until the required terrace is reached.
- 5.1.3 In a case where there is clay/turf, it should be removed to a suitable founding material i.e. soft rock, oukclip, norite etc (a type 2 soil or better).
- 5.1.4 A suitable backfill material as approved by Transnet Freight Rail Technical Officer must be imported and compacted in layers of 200mm with a mechanical compactor.
- 5.1.5 After completion of levelling and compacting the soil, a suitable weed killer approved by the Technical Officer shall be applied in the whole yard of the substation.
- 5.1.6 Great care shall be exercised to avoid contaminating private property and water supplies.
- 5.1.7 After treatment with the weed killer, a 100mm layer of 25mm crusher stone shall be laid over the whole area of the Transnet Freight Rail high voltage outdoor yard.

5.2 Drainage solution for Rivultes 3kV DCsubstation

- 5.2.1 The contractor shall Construct 1m high x 28,5m long concrete wall behind existing fence.
- 5.2.2 Prepare concrete mix and cast the concrete wall on site 1m high x 28.5m long.
- 5.2.3 The strength of the concrete must adhere to the concrete standards.
- 5.2.4 The contractor shall use appropriate surveying equipment to establish appropriate slope for water flow
- 5.2.5 The contractor shall establish the nearest catchment area according local drainage manual standards for water discharge.
- 5.2.6 The contractor shall perform the work in compliance with the National Water Act (Act No. 36 of 1998) and the Environmental Conservation Water Act (Act No. 73 of 1989)
- 5.2.7 Contractor shall construct a semi-circular concrete channel of 0.5m wide and 28,5m long along/behind the concrete wall.
- 5.2.8 The contractor should ensure water is diverted away from substation into a designated catchment.

**Part C3:
Works Information**

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Contract Data

Secondary Specification

5.1 Specifications

5.1.1 South African National Standards:

| | | |
|---------|------------------|---|
| 5.1.1.1 | SANS 1091 | National colour standard. |
| 5.1.1.2 | SANS 763 | Hot dip galvanised zinc coating. |
| 5.1.1.3 | SANS 121 | Hot Dip Galvanised Coating for Fabricated Iron or Steel Article. |
| 5.1.1.4 | SANS 0555. 2007 | Unused and reclaimed mineral insulating oil for transformer and switchgear. |
| 5.1.1.5 | SANS 8528 | Reciprocating internal combustion engine driven alternating current generating set. |
| 5.1.1.6 | SANS 10064. 2005 | Code of Practice for the preparation of steel surfaces for coating. |
| 5.1.1.7 | BSS 171. 1987 | Power Transformers. |

5.1.2 Transnet Freight Rail:

5.1.2.1 S. 420 (1999) Specification for concrete work.

5.1.2.2 BBB 5452 version 6. Transnet Freight Rail's requirements for the installation of electrical equipment for 3kV DC traction substation.

NOTE: Any other specifications referenced in the above mentioned specification, will be for information purposes and may be provided on request after tender award.

5.2 Occupational Health and Safety Act No. 85 of 1993 (Available at depot for referral)

5.3 Constraints on how the Contractor Provides the Works

8.5.1 The constraints shall be as specified in the specifications of the particular equipment.

5.4 Requirements for the programme

- 5.4.1 Programme of work : To be submitted by successful Contractor
- 5.4.2 Format : Gantt chart(PDF)
- 5.4.3 Information : How work is going to be executed and commissioned
- 5.4.4 Submission : 24 hours after the award of contract
- 5.4.5 Site diary : Successful Contractor to supply in triplicate carbon copies
- 5.4.6 Site instruction book : Successful Contractor to supply in triplicate carbon copies

5.5 Services and other things provided by the Employer

- 5.5.1 Transnet Freight Rail reserve the right to inspect the compatibility of machinery utilised before site establishment.
- 5.5.2 Transnet Freight Rail shall inspect all equipment before dispatching the equipment to site.
- 5.5.3 Transnet Freight Rail shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 5.5.4 **The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipments.**

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Contract Data

Site Information

The works shall be performed at Boulders, Droogland and Rivulets 3kV DC Traction Substations

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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.

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

Signature :- _____

Date : _____

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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 :** _____