

Transnet Freight Rail

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No: TFR/2026/03/0230/2297/RFQ

FOR THE PROVISION OF: RADIOGRAPHY TESTING OF THERMITE WELDS

Note to the bidders:

Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

For any technical queries please contact;

Project Manager: Mfundo Khanyeza

Tel: **071 172 9028**

E-mail: Mfundo.Khanyeza@transnet.net

SECTION 1: SBD1 FORM**PART A****INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TFR, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TFR/2026/03/0230/2297/RFQ	ISSUE DATE:	21.05.2026	CLOSING DATE:	09.06.2026	CLOSING TIME:	10:00 AM
DESCRIPTION	RADIOGRAPHY TESTING OF THERMITE WELDS						
BID RESPONSE DOCUMENTS SUBMISSION							
<p>Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.</p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ol style="list-style-type: none"> Log on to the Transnet eTenders management platform website/Portal using Google Chrome: transnetetenders.azurewebsites.net; Click on "ADVERTISED TENDERS" to view advertised tenders; Click on "SIGN IN/REGISTER to register new bidder information and ensure that all mandatory information is completed OR to sign in if already registered; Toggle (click to switch) the "Log an Intent" button to submit a bid; Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted. Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges. No late submissions will be accepted. Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid. Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company. In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture. <ul style="list-style-type: none"> A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net 							
BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS							
<p>Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.</p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ol style="list-style-type: none"> Log on to the Transnet eTenders management platform website/Portal using Google Chrome: transnetetenders.azurewebsites.net; Click on "ADVERTISED TENDERS" to view advertised tenders; Click on "SIGN IN/REGISTER to register new bidder information and ensure that all mandatory information is completed OR to sign in if already registered; Toggle (click to switch) the "Log an Intent" button to submit a bid; 							

- n) Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.
- o) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
- p) No late submissions will be accepted.
- q) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid. Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- r) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- s) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Mfundo Khanyeza
TELEPHONE NUMBER	071 172 9028
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Mfundo.khanyeza@transnet.net

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.

	TCS PIN		OR	CSD NO:	
SUPPLIER COMPLIANCE STATUS	<input type="checkbox"/> Yes <input type="checkbox"/> No		BBEEE STATUS LEVEL SWORN AFFIDAVIT		
Yes, Who was the Certificate issued by					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN			

CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	ACCREDITATION SYSTEM (SANAS)
		A REGISTERED AUDITOR
		NAME:
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]		
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
Signature of the Bidder	Date:
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.		

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
1.7 RESPONDENTS ARE REQUIRED TO SELF-REGISTER ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD) WHICH HAS BEEN ESTABLISHED TO CENTRALLY ADMINISTER SUPPLIER INFORMATION FOR ALL ORGANS OF STATE AND FACILITATE THE VERIFICATION OF CERTAIN KEY SUPPLIER INFORMATION. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT HTTPS://SECURE.CSD.GOV.ZA/iu

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

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

2 Formal Briefing

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 3 [*Communication*] below:

3 Communication

- 3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to [**Liezel.weir@transnet.net**] before **12:00 pm on 003 June 2026**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 3.2 Specific complaints relating to this RFQ before or after the closing date should be formally submitted by emailing groupscmcomplaints@transnet.net. Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.
- 3.3 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 3.4 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 3.5 The outcome of the process will be communicated, via email, to all bidders as soon as the process is concluded. Should a bidder not receive any communication from Transnet 30 days after the expiry of the validity period of this bid, the bidder can consider its bid not being successful. All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.

4 Legal Compliance

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

5 Employment Equity Act

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

6 Changes to Quotations

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

7 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

8 Disclaimers

8.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s);
- award only a portion of the proposed goods / services which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider as may be explicitly articulated in the conditions or objective criteria to this RFQ;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.

9 SPECIFICATIONS



KIMBERLEY NORTH DEPOT - PERWAY

**SCOPE OF WORK:
RADIOGRAPHY TESTING OF THERMITE WELDS**

Author:	Mfundo Khanyeza Engineering Technician - Perway Transnet Rail Infrastructure Manager	
Authorised & Approved by:	Thamsanqa Skoro Acting Maintenance Manager - Perway Transnet Rail Infrastructure Manager	
		Date

Circulation Restricted To:

- Transnet Rail Infrastructure Manager
- Approved third parties

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2.1

1. Scope

- 1.1. This document details the scope of work that will be covered by the service provider who will be responsible for the testing of thermite welds.

2. Description of the Works

- 2.1 This contract will cover the examination of Transnet Rail Infrastructure Manager thermite welds, using a suitable Radiography Testing source.

□ Every Team shall be provided with a mobile darkroom to ensure immediate processing of radiography testing films,

○ The darkroom must be equipped with a digital film scanner/ digitizer,

- 2.1 The contractor must be able to provide depots with certified flagmen, if and when required, the flagmen must be in possession of an afford on track protection (AOTP) certificate from an accredited institute,

3. Management and Start Up

3.1 Management Meetings Ideal

Monthly project meetings will be conducted to monitor work progress and discuss contractual issues. These meetings shall be attended by representatives of the contractor, the TRIM personnel responsible for the final evaluation and interpretation of radiography testing results and the Contract Manager. A register of the attendance shall be kept, and minutes of the meeting shall be recorded and distributed afterwards.

- 3.1.1 The Contractor shall assist in the acquisition and monitoring of the Thermoluminescent dosimeters (TLD's) and Electronic Pocket Dosimeter (EPD's) for all individuals working with Radiography equipment including TRIM personnel to ensure adherence to radiation exposure limits.

- 3.1.2 TRIM will conduct audits on processes put in place by the Contractor and this will be done on intervals determined by TRIM.

- 3.1.3 TRIM requires the Contractor to have the following approved and authorised supervisory personnel and support personnel:

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Table 1: Labour requirements on an As-And-When bases

	Description	Quantity
1	Approved and Authorised Level II Industrial Radiographer	Two (2)
2	Approved and Authorised Level III Industrial Radiographer	One (1)
3	Certified Flag Man	Two (2)
4	Certified Darkroom Technician	One (1) X Technicians
5	Radiation Protective Officer (RPO)	One (1)
6	Assistant Radiation Protective Officer (ARPO)	One (1)
7	First Aider	One (1) or as required

3.1.4 TRIM requires the bidder to have at least one (1) Radiation Protection Officer and one (1) assistant radiation Officer.

3.1.5 The bidder shall ensure that they are registered with the Department of Health.

3.1.6 The bidder shall ensure that all Radiography Testing Technicians in Table 1 are at least registered with SABS.

4. Engineering and Contractor's Design

4.1 Use of Equipment:

4.1.1 The equipment shall be used in accordance with the CODE OF PRACTICE FOR INDUSTRIAL RADIOGRAPHY - X-RAY RADIOGRAPHY (IRC91-X1 MARCH 1993) Revised April 1997 compiled by the Directorate Health Technology.

4.1.2 Strict compliance to the Administrative and health requirements; and Equipment specifications as required by the Code of Practice for Industrial Radiography shall be ensured

4.1.3 The Contractor shall be regarded as an employer as defined in Section 1 (1) of Act 85 of 1993 (Machinery and Occupational Act) and shall be responsible for ensuring that the requirements of the act and the regulations are implemented on the work site.

Page

4.1

4.1.4 All members of the radiography team must be issued with necessary radiation monitors relevant to the radiography source they will be operating. The Contractor shall maintain and ensure that the monitors are in good working order.

4.1.5 The contractor shall ensure that Members of the public and workers without radiation monitors are to not be exposed to radiation in excess of 4 gSv and 20 gSv in any one (1) day.

4.1.6 In the event that the contractor uses Gamma Ray sources — Se75 or Ir192, the following must apply:

4.1.6.1 The requirements of the Industrial Radiography Code of conduct for the use of Gamma Rays must be adhered to,

4.1.6.2 An occupational hygiene survey must be provided for the use of Contractor's own equipment,

4.1.6.3 The contractor must provide a mobile dark room to ensure efficiency in the radiography testing process,

4.2 Marking and Logging the Location of the Joint:

4.2.1 The location of the joint must be entered on the radiographic test report form with reference being made to the track section, mast pole, line number and leg.

4.2.2 These references are made by facing the direction of ascending mast pole numbers or increasing kilometres. The track on the left hand side will be line 1 and the track on the right hand side will be line 2, where applicable. In both instances the rail on the left hand side of the track will be the left leg and the rail on the right will be the right leg.

4.2.3 A blue paint marking must be applied on the field side of the web and foot of the rail adjacent to the tested joint for easy identification.

4.2.4 The surface of the joint shall be inspected for irregularities such as depressions, holes, inclusions, cracks, porosity, undercut etc. Any such irregularities on the joint surface shall be recorded on the radiographic test report form. This will assist in the evaluation of the radiograph or images. Where applicable, comments deemed necessary from the Supervisor must be included on the field sheet.

4.3 Reports:

4.3.1 Radiographic reports shall be legible and accurate in terms of weld identification, location and all comments recorded in the Filed sheet provided by the depot at the beginning of each shift.

4.3.2 A covering letter must be send with the radiographic reports for evaluations. The letter should include the name and contact numbers of the TRIM report recipient.

Page

5.1

5. Location of the Works

- 5.1 The Contractor will be required to perform Radiography testing on specific lines in specific areas owned and or operated by Transnet Rail Infrastructure Manager.
- 5.2 The service will be required on routes/ rail network sections with multiple and single lines, open lines, platform lines, loop and yard lines.
- 5.3 Radiography testing will be performed on railway lines belonging to the following TRIM depot located on the Manganese line in Kimberley (South Africa) on section between Beaconsfield to Hotazel, Beaconsfield to Transcape and Beaconsfield to Hamilton:
- 5.4 Access to the different work locations will be by means of service roads. The condition of the service roads is variable both with season and location. Most of the service roads require the use of a 4x4 type or similar vehicle.

6. Existing Site Equipment

- 6.1. The Contractor shall take note of all OHE equipment and other electrical bonds on the work site and shall not interfere, damage or work on them unless under direct supervision of a designated and competent Transnet Rail Infrastructure Manager (TRIM) Electrical Officer.
- 6.2. The Contractor shall take note of all signalling equipment on the work site e.g. signals, signal cables, block joints, signal bonds, axle counters, hotbox detectors etc. and shall not interfere, damage or work on them unless under supervision of designated and competent Transnet Rail Infrastructure Manager (TRIM) signal technicians .

7. Management of the Works

7.1 Planning and Programming

- 7.1.1 An initial works programme shall be submitted with the tender by the Contractor detailing the starting date. This programme shall be updated as regular as needed, distributed to all role players and used at monthly project meetings to monitor progress.
- 7.1.2 Should the Contractor observe conditions which may prohibit him from completing a project then he shall bring this timeously to the attention of the Contract manager prior to starting work.
- 7.1.3 Under normal traffic conditions a cumulative total of 6 hours occupation time per day between

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trains shall be available for testing of thermite joints but cannot be guaranteed. The total time will be made up out of short periods of uninterrupted on-track time, which can be utilized for testing purposes under the supervision of the Track master from TRIM.

7.1.4 Approximately 20 minutes uninterrupted on-track time per joint can be made available by the Transnet Rail Infrastructure Manager (TRIM) representative by means of arrangements with the train traffic controllers. These periods of work will be inter-spaced by variable lengths of unproductive periods of waiting for trains to arrive and pass before work can resume. These periods of waiting shall be considered normal standing time associated with the work and will not be paid for as standing time.

7.1.5 At the beginning of each shift the depot shall provide a minimum number of joints that could/ shall be tested per day, failure to test the minimum number of joints because of delays by TRIM or weather inclement shall result in a penalty in the form of a standing time per weld.

7.1.6 Radiography testing shall be performed during occupation between trains (OBT). All safety procedures associated with OBT shall be observed as directed by TRIM officials.

7.1.7 In the unlikely event of the contractor failing to submit radiographic films or images of acceptable quality, the contractor shall re-test all the work at no cost to TRIM,

7.1.8 The contractor shall be willing to work at night, over the weekends and including public holidays if required by TRIM.

7.2 Other Contractors on Site

7.2.1 Should the Contractor be obstructed in any way by other TRIM department's activities in the general surrounding areas, he shall notify the contract Manager within 24 hours, failing which he may be held responsible for any delays resulting there from.

7.3 Format of Communications

7.3.1 The Contractor shall supply and have available ON SITE a book containing a record of site instructions.

7.3.2 Only the Contract Manager and/or his delegated representative will have the authority to issue site instructions to the Contractor. Site Instructions shall be deemed to have been noted by the other party at the end of each workday. For this purpose, the Site Instruction Book shall be signed-off by both Transnet Rail Infrastructure Manager (TRIM) and the Contractor at the end of each workday.

7.3.3 A Daily Diary Book shall be provided by the Contractor and always be available on site. The number of

7.1

staff and equipment on site for every day shall be recorded. The hours of actual work and the accurate amount of work measured per item as in the Bill of Quantities completed for each day shall also be recorded.

7.4 Management Meetings

7.4.1 Monthly Projects Meetings will be conducted to monitor progress and discuss contractual issues. These meetings shall be attended by Kimberley North Depot Representatives (TRIM) and the contract's manager. A register will be kept of attendance, and a minute of the proceedings will be recorded and distributed afterwards.

7.4.2 An agenda for regular site meetings will be compiled by the Service Manager. At these meetings the following typical issues will be discussed:

Progress

- Financial
- Quality
- Site safety
- Site Diary
- Site Instruction
- Technical issues

7.4.3 Risk reduction meetings: These meetings can form part of the regular site meetings or be held as separate meetings. At these meetings the following issues will be discussed.

- Compensation events ➤
- Early warnings ➤
- Contractual claims
- Risk register

7.4.4 The minutes of these meetings are to be filed. Minutes will be kept by the Contract Manager and will be issued as soon as possible, but not later than five working days after the meetings.

7.5 Daily Records

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7.5.1 The Contractor shall supply a triplicate carbon copy book to be used as a site diary for recording day-

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by-day the state of the weather, the work done each day and full details of any circumstances which may affect the progress of the Works.

7.6 Payment Process

7.6.1 The following payment process shall be followed:

- The Contract Manager shall create a Pro forma Invoice based on the planned workload and submit it,
- The contractor shall execute the workload based on the welding field sheets provided by the depot and the signed pro-forma invoice, work executed shall be recorded in the daily site diary, which should be signed by the Kimberley North Depot representative at the end of each daily shift, ➤ The contractor and the contract manager shall analyse all daily work records to compare payment figures, once the figures are aligned, the contractor is to sign a payment certificate,
- The contract manager shall allocate costs to released KBN PM order numbers and submit the cost allocation sheet, signed invoice and payment certificate to the finance department,
- Finance department shall generate and submit an E41 document, this will allow SCS to load the PM's on the SAP system, and
- Finance department shall thereafter create a GRV (Goods received voucher) on the E41 document, process the E41 document and pay the contractor,

7.7 Permits

7.7.1. On some lines or for some yards of Transnet Rail Infrastructure Manager (TRIM) the Contractor's staff will be required to obtain permits from Transnet Rail Infrastructure Manager (TRIM) before being allowed to work there. The permits will be issued free of charge.

7.8 Health and Safety requirements and Procedures

7.8.1 The Contractor must always comply with safety rules, regulations and legislation, as well as Transnet Rail Infrastructure Manager (TRIM) Safety Guidelines for Infrastructure (Latest Edition).

7.8.2 The Contractor must always comply with the Basic Conditions of Employment Act as well as all other relevant labour legislation.

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7.8.3 The Contractor must prepare and implement a comprehensive safety file covering all relevant legal

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safety aspects for their work teams. It shall include details of the site management structures; safety legal appointments as well as the written safe working procedures for all equipment used on site taking into account the above risks assessments.

7.8.4 The Safety File together with all supporting documentation shall at all times be available for compliance audit.

7.8.5 The Contractor shall ensure that all site staff are trained and inducted in the written safe working procedures for all equipment used on site.

7.8.6 The Contractor shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the Site Diary before the start of every shift.

7.8.7 Non-compliance with safety requirements will result in an immediate suspension of work without payment.

7.8.8 The Contractor shall comply with all applicable legislation and the Transnet safety requirements. The cost of such compliance shall be borne by the Contractor and shall be deemed to have been allowed for in the rates and prices in the Contract.

7.9.9 The Contractor shall comply with the following Acts:

➤ The Compensation for Occupational Injuries and Diseases Act, (Act 130 of 1993); The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

➤ The Occupational Health and Safety Act (Act 85 of 1993); The Contractor is in terms of section 37(2) of Act 85 of 1993, deemed to be an Employer in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery and plant used in accordance with the

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provisions of the Act in respect of all persons in his employ, other persons on the premises or the site or place of the Work or on the Work to be executed by him and under his control in terms of the Contract. The agreement in this Contract and all documents attached or referred to, form an integral part of the arrangements and procedures stipulated in the aforementioned section.

7.9.10 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 as applicable, and shall, before commencement with the execution of the Contract, submit to the Supervisor,

7.9.11 The Contractor's Health and Safety Policy and the Programme will be subject to the agreement of the Contract manager and depot safety manager, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure compliance by the Contractor with his obligations as an Employer in terms of the Act.

7.9.12 The Contractor shall comply with the current Specification for Work On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment — E7/1, where applicable, and shall take particular care of the safety of his employees working on or in close proximity to a railway line during track occupations as well as under normal operational conditions.

7.9.13 In addition the Contractor shall report all incidents contemplated by Section 24 of the Act in writing to the Contract manager and respective depot personnel. Any incident resulting in the death of or injury to any person on the work shall be reported within 24 hours of its occurrences and any other incident shall be reported within 48 hours of its occurrence.

7.9.14 The term "safety rules" is used in a generic sense and refers to all Transnet arrangements, procedures and requirements, pertaining to safety, specified or incorporated by reference in the contract documents, such as the Specification for Work On, Over, Under or Adjacent to Railway Lines and near High Voltage equipment. (Copies of these documents are available for inspection at the offices of Transnet Rail Infrastructure Manager).

8. Quality Management systems

8.1. The bidder shall have an accredited Quality Management System that meets the minimum requirements of at least ISO 9001 or equivalent

8.2. The bidder shall also have an accreditation for Non-Destructive Testing that meets minimum requirements of at least ISO 17020 accredited by SANAS or equivalent. Compliance to ISO 17020 covers the requirements for the operations of various types of inspecting bodies. This is to ensure that

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contractors comply with Impartiality, Independence and Confidentiality requirements by Transnet. The inspecting body or contractor is liable for all activities, including ensuring a sufficient availability

of resources, equipment and personnel as required by Transnet. Furthermore, compliance to all process requirements and all clauses of EN ISO 17020 specification is required.

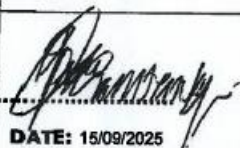
- 8.3. The bidder shall be required to produce digital X-Ray images for Transnet to ensure that there is a consistent database, traceability of films as well as reduction in requirements for physical storage which may lead to disposal concerns. Therefore, the bidder shall make provision of a digital scanning mechanism or system suitable to produce digital films that meet the minimum quality requirements as per EN ISO 14096-1 (Latest version)

9. References

- 9.1. ISO 9001: 2015, Quality Management Systems
- 9.2. Track Welding Manual, BBB8341, Version 5, 2011
- 9.3. BS EN ISO/IEC 17020 Conformity Assessment- Requirements for the operation of various types of bodies performing inspection.
- 9.4. Occupational Health and Safety Act (Act 85 of 1993)
- 9.5. IAEA safety standards for protecting people and the environment (Radiation Safety in Industrial Radiography)
- 9.6. Transnet Specification E.4E
- 9.7. CODE OF PRACTICE FOR INDUSTRIAL RADIOGRAPHY - X-RAY RADIOGRAPHY (IRC91-X1 MARCH 1993)
- 9.8. Radiographic specification on Radiography Evaluations of Thermitic Welds BBB8375
- 9.9. ISO 14096-1:2005, Non-Destructive Testing — Qualification of radiographic film digitisation systems- Part1: Definitions, quantitative measurements of image quality parameters, standard reference film and qualitative control

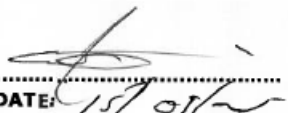



TRANSNET RAIL INFRASTRUCTURE MANAGER SAFETY HEALTH AND ENVIRONMENTAL (SHE) COMPLIANCE SPECIFICATIONS FOR CONTRACTORS

CONTRACT NAME:	Radiography Testing Services of Thermite Welds,	
CONTRACT NUMBER:		
CONTRACT SCOPE:	Radiography examination of the foot and the flange of the thermite weld	
CONTRACT LOCATION:	Kimberley North Depot	
CONTRACT DURATION:	12 months	
CONTRACT MANAGER:	Thamsanqa Skoro	
TRIM CONTRACT MANAGER / TECHNICAL OFFICER:	Thamsanqa Skoro	
SHE SPECIFICATION APPROVAL		
	NAME:	SIGNATURE:
TRIM CONTRACT MANAGER / PROJECT MANAGER	Thamsanqa Skoro	 DATE: 15/09/2025

Contractor Signature.....

Date.....

RISK / ENVIRONMENTAL SPECIALIST	Msizi Khumalo	 DATE: 15/08/25
SAFETY SPECIALIST / MANAGER	Naledi Mshudulu	 DATE: 15/08/2025

1. Introduction

- 1.1 This Safety, Health and Environmental (SHE) specification is Transnet Rail Infrastructure Manager (TRIM) minimum requirements to be met by contractors when performing work for or on behalf of TRIM. They set out the requirements to be followed by the Contractor and other contractors so that the health and safety of all people’s potentially at risk may receive the same priority as other facets of the project.
- 1.2 The Contractor shall **develop a SHE plan and prepare a SHE file** based on these requirements, risk assessment as well as all the relevant applicable legislation. The contractor shall remain accountable for the quality and execution of his health and safety programme for his employees and sub-contractor employees. This specification in no way releases the contractors from compliance with the relevant legislation.

2 Purpose

- 2.1 The purpose of this specification is to ensure that the Contractor provides and maintains, as far as reasonably practicable a safe working environment for all employees and the public whilst performing work for or on behalf of TRIM.
- 2.2 This specification form an integral part of the contract, and the Contractor shall forward this specification to all subcontractors at the bidding stage so that they can in turn prepare health and safety plans relating to their operations

3 Scope and Application

- 3.1 This specification is applicable to all contractors, suppliers and all activities and processes carried out for or on behalf of Transnet Rail Infrastructure Manager. The Specification defines the strategies to manage Health and Safety and is a compliance document drawn up in terms of the Occupational Health and Safety Act 85 of 1993 and National Railway Safety Act.
- 3.2 This specification shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the TRIM Contract Manager/Technical Officer with full particulars

Contractor Signature.....

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of such subcontractors and shall ensure that they comply with the OHS Act and Regulations and Transnet's safety requirements and procedures.

3.3 Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Contractor from his responsibilities and accountability in respect of the contract to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the TRIM Contract Manager/Technical Officer or Client Agent.

4 General

4.1 The Contractor and Transnet Rail Infrastructure Manager 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 (herein referred as the OHS Act) and applicable Regulations and National Railway Safety Act.

4.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the OHS 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. The Contractor shall, before commencement with the execution of the contract work, comply with the provisions set out in the OHS Act, and shall implement and maintain a SHE Plan approved by Transnet Rail Infrastructure Manager, on the Site and place of work for the duration of the contract .

4.3 The Contractor accepts his obligation with complying to the OHS Act and applicable Regulations notwithstanding the omission of some of the provisions of the OHS Act and the Regulations from this document.

4.4 Transnet Rail Infrastructure Manager accepts, in terms of the OHS 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 TRIM Contract Manager/Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the works

4.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

5. Section 37(2) Agreements

5.1 Transnet Rail Infrastructure Manager and the Contractor shall enter into an agreement in terms of section 37(2) of the Occupational Health and Safety Act to the arrangements and procedures between them to ensure compliance by the Contractor with the provisions of the OHS Act.

Contractor Signature.....

Date.....

5.2 The agreement shall be completed and signed by the Contractor mandated representative as soon as possible and returned to the relevant TRIM Project Manager / TRIM Contract Manager for his/her signature on behalf of TRIM.

5.3 The Contractor shall enter into a Section 37(2) Agreement with their respective sub-contractors. Signed copy of such agreement must be kept on the Contractor’s SHE file.

6. Definitions

6.1 In this Specification the definitions as listed in the Occupational Health and Safety Act 85 of 1993, National Railway Safety Regulator Act of 2000 and Transnet Contractor Management Procedure shall apply, unless the context otherwise indicates: -

6.2 **"competent person"** means a person who—

- a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- b) is familiar with the Act and with the applicable regulations made under the Act;

6.3 **"contractor"** means an employer (organisation) or a person who performs ANY work and has entered into a legal binding business agreement contract to supply a product or provide services to Transnet. This applies to the Suppliers, Vendors, Consultants, Service Providers or Contractors (includes principal contractor and subcontractors). NB: A contractor is an employer in his/her own right;

6.1.4 **"COVID 19"** means Corona Virus Disease of 2019

6.5 **"Safety, Health and Environmental (SHE) File"** means a file or other record in permanent form, containing the information required to be kept on site in accordance with the OHS Act and applicable Regulations;

6.6 **"health and safety (SHE) plan"** means a site, activity or contract specific documented plan in accordance with the client’s health and safety specification;

6.7 **"risk assessment"** means a programme to determine any risk associated with any hazard at a work site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

6.8 **"Principal Contractor"** means an employer/contractor appointed by the client to perform construction work

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- 6.9 **"TRIM"** means Transnet Rail Infrastructure Manager, a division of Transnet SOC Ltd (Registration No. 1990/000900/30), a public company incorporated in accordance with the company laws of the Republic of South Africa
- 6.10 **"TRIM Contract Manager"** means a TRIM employee who is authorised to represent TRIM in terms of the contract and appointed to supervise and/or liaise with the Contractor to ensure that the specifications of the contract are met (with special emphasis on technical specifications, inspection of quality, on health and safety, environment and quantity work). A Contract Manager has the role of executing the plan to achieve the deliverables. This person receives all his authorisations from the contract initiator and the stakeholders. (Depending on the different department, it includes a Depot Engineer, Maintenance Manager, Production Manager, Operations Manager, Technical Officer, Technician, Maintenance Supervisor's etc).

7. SHE Policy

7.1 The Contractor shall submit a Safety, Health and Environmental (SHE) Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Contractor

8. Letter of Good standing

8.1 The Contractor shall submit proof of registration and Letter of Good Standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Diseases Act , 1993 (Act No. 130 of 1993) for his company and each of his sub-contractors'.

8.2 No contractor may do any work for TRIM without a valid letter of good standing. The Contractor must ensure that the Letter of Good Standing remains valid for the duration of the contract period.

8.3 The letter of good standing must reflect the name of the Contractor and/or Sub- contractor, registration number and, expiry date.

9. Management and Supervision

9.1 The Contractor and all subcontractors shall submit a SHE organogram outlining the site SHE management structure including the relevant appointments/competent persons or the intended appointments where such appointments have not been made.

9.2 The Contractor shall, in accordance with the OHS Act and applicable Regulations, make all the necessary appointments of competent persons in writing. Copies should also be retained on the SHE file.

9.3 The Contractor shall ensure that the work conducted under the supervision of a person nominated to act as Responsible Person. The person nominated to act as Responsible

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Person must pass an approved examination and must have an approved Level II Industrial Radiography qualification with not less than two years experience

- 9.3 The Responsible Person must ensure that all persons performing industrial radiography or who act as radiographic operators and assistants have the necessary training and are familiar with the correct operating and safety procedures.

10. SHE Committee Meetings and SHE Representatives

- 10.1 Where applicable, The Contractor and subcontractors shall appoint SHE Representative/s in writing after consultation with employees and ensure that they are trained in performing their duties.
- 10.2 SHE Representatives duties shall include inspections of the workplace, taking part in incident investigations, risk assessments, attending SHE Committee meetings etc. Records of monthly inspections of SHE Representatives must be kept on the SHE file.
- 10.3 The number of SHE Representatives appointed shall be in accordance with the requirements of the Occupational health and Safety Act 85 of 1993.
- 10.4 When required by legislation, the Contractor must ensure that a SHE Committee meeting is held monthly and minutes of such meeting shall be recorded and records kept on the SHE file. The Contractor representative and appointed SHE representatives shall attend the monthly SHE Committee meeting.
- 10.5 The TRIM Contract Manager/Technical Officer or his deputy shall be allowed to attend meetings of the Contractor’s health and safety committee as an observer.
- 10.6 Subcontractors appointed by the Contractor shall have their own internal monthly SHE Committee meeting

11. SHE Audits and Contractor Monthly Reports

- 11.1 The TRIM Contract Manager/Technical Officer or his deputy shall ensure that the Contractor’s SHE Plan is audited at intervals mutually agreed to between them, but at least once every month to ensure that the SHE Plan is implemented and maintained on site.
- 11.2 TRIM Safety Officers / Specialists shall at all reasonable times be allowed access to the work sites, the Contractor site offices and tool-sheds to inspect the Contractor’s and its subcontractor’s tools, equipment, registers and workplace.
- 11.3 Should any non-compliances or contraventions to the TRIM safety requirements, legal requirements, this specification or the Contractor’s SHE Plan be identified, such non-compliances or contraventions shall be rectified by the contractor at its cost immediately or within a period specified by the TRIM Contract Manager/Technical Officer, his deputy, or TRIM Safety Officers / Specialists.

Contractor Signature.....

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11.4 Should the Contractor refuse or fail to rectify such non-compliances or contraventions, TRIM may take remedial action at the Contractor’s cost as it may deem necessary to ensure safety at the TRIM sites at all times.

11.5 TRIM reserves the right to conduct safety audits without prior warning.

11.6 The Contractor on all contracts of more than 1 month shall conduct its own safety audit and provide a monthly safety performance report as required by TRIM.

11.7 The Monthly safety performance report shall be compiled in terms of Annexure 1 or in any format that the Contractor has as long as it includes all items listed in Annexure 1.

12. Training, Competence and Awareness

12.1 Induction Training

12.1.1 The Contractor shall ensure that all his employees and subcontractors employees undergo a TRIM SHE Induction with regard to the general hazards prevalent on the site, rules and regulations, and other related aspects before commencing work. It is the responsibility of the contractor to inform TRIM whenever new employees are appointed after the initial induction was conducted.

12.1.2 In addition to the TRIM SHE induction, it is the responsibility of the Contractor to develop and implement a site specific SHE Induction programme, a job specific induction programme and a general employee SHE awareness programme, to develop awareness amongst employees on the generic SHE issues associated with the scope of work and the specific environmental issues in question.

12.1.3 The Contractor shall ensure that all visitors and suppliers to the site undergo and comply with Contractors’ site-specific safety induction requirement prior to being allowed access to site. All visitors and suppliers shall sign the attendance register.

12.1.4 All visitors and suppliers shall wear the necessary personal protective equipment whilst on site and shall remain in the care of the host who understand the scope of work and associated risks.

12.1.5 The Contractor shall maintain comprehensive attendance records of SHE induction training on the SHE file.

12.2 Competency / Training

12.2.1 The Contractor must ensure that all his employees are adequately trained to perform the tasks allocated to them and that there is the requisite amount of supervision at all times to maintain safe work practices and standards.

12.2.2 The Contractor shall identify training requirements of employees whose work may have a significant impact on their health and safety or that might create a significant impact upon the environment and ensure that these employees will receive appropriate training. A

Contractor Signature.....

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Training matrix shall be used as a mechanism to manage and control the training of employees.

12.2.3 The Contractor shall identify all training needs and incorporate the site specific training into the SHE plan.

12.2.4 Each Contractor shall be required to ensure that before an employee commences work on the contract, that the supervisor in control with responsibility for the employee has informed the employee of his scope of authority and any hazards associated with the work performed. This will include man-job specifications, the discussion of any standard task procedures or hazardous operational procedures to be performed by the employee

12.2.5 The Contractor is to ensure that the supervisor has satisfied himself that the employee is conversant with all hazards associated with any work to be performed by conducting task observations.

12.2.6 The Contractor must ensure that certificate/s of competence where applicable is/are provided in the SHE File.

12.2.7 The Contractor shall ensure that the radiography equipment is operated by personnel who are competent and certified to perform such work.

12.2.8 All radiation workers must be given periodic training in radiation safety aspects relating to their work at least once a year. The training must ensure, in particular, that workers have a thorough knowledge of the procedural document Such training must include an evaluation of the workers' knowledge and understanding of the training material.

12.3 Awareness Training

12.3.1 Awareness training required shall be identified for all employees on the contract using the SHE Policy, the SHE Plan, the SHE programmes and procedures.

12.3.2 The Contractor shall have a daily safety talk. This talk shall include subcontractor employees.

12.3.3 The talk must be brief and concise. Subject topics should be applicable to the job at hand, incidents, accidents and up-and-coming work will be discussed along with suggestions and comments. These meetings can be used as a training meeting with the central idea of educating employees.

13. Health and Safety Plan (SHE Plan)

13.1 Potential Contractor submitting tenders shall submit with their tender, a Health and Safety Plan setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the OHS Act and Regulations, this SHE specification and particularly in respect of: -

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- (a) 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 OHS Act;
- (a) the execution of the contract work in such a manner as to ensure in terms of section 9 of the OHS 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;
- (b) ensuring, as far as is reasonably practical, in terms of section 37 of the OHS 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.

13.2 The Contractor's Health and Safety Plan 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.

13.3 The SHE Plan shall include full particulars in respect of: -

- (a) Safety Management Structure arrangements i.e. Appointments to be done and how;
- (b) SHE Organisation arrangements i.e. SHE Committees, SHE Audits, Findings and Corrective Actions
- (c) Risk Management i.e. Risk Assessment frequencies, methodology
- (d) Education and Training i.e. safety induction, site / job specific training arrangements
- (e) Emergency Planning
- (f) Health and Safety Communication i.e. Toolbox talks, incident recall
- (g) Safe working methods and procedures to be implemented i.e. safe work procedures, task observation
- (h) Fall Protection Plan i.e. documented plan, training/competency, medical surveillance, rescue plan
- (i) Personal protective Equipment and Clothing
- (j) Contract Security i.e. site access control and security
- (k) SHE Costs
- (l) Occupational Health i.e. Medical Surveillance, First Aid, Welfare Facilities, Substance Abuse testing, Noise, Vibration, Manual Handling, Radiation control measures etc.

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- (m) Environmental management
- (n) Incident Management i.e. reporting and investigation
- (o) Operational Control
- (p) Review plan of the SHE Plan
- (q) COVID-19 Requirements

- 13.5 The Contractor shall submit a final SHE Plan after awarding of the contract which shall be subject to the TRIM Contract Manager/Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the TRIM Contract Manager/Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the OHS Act and Regulations.
- 13.6 The Contractor shall approve the SHE Plan of the subcontractor and further take reasonable steps to ensure that each subcontractor's SHE Plan is implemented and maintained on the site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between them, but at least once every month.

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- 13.7 The Contractor shall stop any subcontractor from executing any work, which is not in accordance with the Contractor's, and/or subcontractor's SHE Plan for the site or which poses a threat to the health and safety of persons.
- 13.8 The Contractor shall ensure that a copy of the SHE Plan is available on site for inspection by an inspector, TRIM Contract Manager/Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

14. Hazards Identification and Potential Hazardous Situations

- 14.1 The Contractor shall ensure a risk assessment is carried out by a competent person, appointed in writing, before commencement of any work and reviewed during the duration of the contract period. The Risk Assessments shall form part of the Health and Safety Plan to be applied on the site and shall include at least the following:
 - (a) The identification of the risks and hazards (including ergonomic risks) that persons may be exposed to;
 - (b) The analysis and evaluation of the hazards identified;
 - (c) A documented plan, including safe work procedures to mitigate, reduce or control the; risks identified; and
 - (d) A monitoring and review plan.
- 14.2 Risk assessments shall be conducted by a competent person and such person shall use a documented method to analyse and evaluate identified risk and hazards.
- 14.3 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
- 14.4 The risk assessment shall be reviewed when there are changes that affect the design of the structure that may affect the health, safety and environment on site or after an incident.
- 14.5 The Contractor shall ensure that all employees are to be informed, instructed and trained regarding any risks, hazard and related SHE procedures by a competent person as outlined in the risk assessment prior to commencement of work and thereafter at predetermined intervals as outlined in the monitoring plan.
- 14.6 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 intervals as may be determined in the risk assessment.
- 14.7 The risk assessment shall be available on site for review. Where a risk assessment is not readily available or not communicated to contractor employees, the activities shall be stopped until such time the contractor complies.

Contractor Signature..... Date.....

- 14.8 The Contractor and the TRIM Contract Manager/Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the contract 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.
- 14.9 The Contractor shall be required to analyse his scope of work and define these critical activities. For each activity, a risk assessment shall be required which defines systems and safe work procedures that will be used in order to complete the activity safely.
- 14.10 Copies of all safe work procedures and proof that employees have been trained on those safe work procedures shall be kept on the SHE file.
- 14.11 Preliminary risk and hazard identification shall be conducted by the Contractor prior to work commencement on site. Should the Client’s Agent, Project Manager, TRIM Contract Manager/Technical Officer or his duly nominated alternative identify hazardous activities performed by the Contractor on the site for which the Contractor has not submitted a risk assessment, the Contractor shall be required to do so before continuing with work.

15. Safety, Health and Environmental (SHE) File

- 15.1 The Contractor shall prepare a SHE file and submit to TRIM Contract Manager for approval prior to commencement of work on site. The file shall include all documentation required as per the OHS Act and applicable regulations. ,
- 15.2 The approval time of the file is at least 5 working days
- 15.3 The Contractor shall ensure that a copy of the both his SHE File as well as any subcontractor’s SHE File is kept on site and made available to an inspector of the Department of Labour, the TRIM Contract Manager/Technical Officer, or subcontractor upon request.
- 15.4 The Contractor shall hand over a consolidated SHE file to the TRIM Contract Manager/Technical Officer upon completion of the Work and shall in addition to documentation mentioned in the OHS Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

16. Occupational Health

16.1 Medical Surveillance Programme

- 16.1.1 The Contractor shall ensure that all his and subcontractor employees have a valid medical certificate of fitness issued by an Occupational Health Practitioner.
- 16.1.2 Medical certificate of fitness must be available and be kept in the SHE file.
- 16.1.3 With respect to radiation workers, medical examinations must be carried out:

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- (a) pre-employment medical evaluation
- (b) A medical examination must also be performed at termination of radiation work with the employer
- (c) when a radiation incident is suspected
- (d) when the Director General or a medical practitioner deems it necessary
- (e) when the radiation worker has a reasonable suspicion that his/her health may be detrimentally affected by certain occupational factors.
- (f) during registration/deregistration of radiation workers

16.1.4 A separate health register must be established for each radiation worker. A copy of this preemployment medical evaluation must be entered into the health register of the worker concerned

16.2 Substance Abuse

16.2.1 All Contractors must comply with the Transnet Substance Abuse Policy and Regulation 2A of the General Safety Regulations of the OHS Act.

16.2.2 No Contractor may possess, sell, offer to other person, use, store, manufacture, transport, distribute, or transfer drugs or alcohol during work hours, on or off TRIM premises.

16.2.3 TRIM will not tolerate substance abuse or use which put at risk the health and safety of its employees or threatens its services to our stakeholders. It is on this basis that a contractor employee will be considered unfit for work if:

- (a) He/she is subjected to alcohol screening and/or alcohol testing and is found to have alcohol in his/her breathe and/or blood;
- (b) Refuses to undergo substance screening and/or testing;
- (c) He /she produces a positive confirmatory test for any other substances, measured by sample analysis at a registered pathological laboratory and authorised by a medical practitioner; and/or
- (d) Through observation by security personnel or TRIM Contract Manager, it is evident that the contractor’s physical, emotional, mental or behavioural state reflects that they are intoxicated or under the influence.

16.2.4 Any transgression of this policy will constitute a breach of the relevant contract and may result in the termination of services/contract.

16.2.5 Any contractor employee using medication that has a narcotic effect must declare before work to his / her supervisor.

16.3 Occupational Hygiene

16.3.1 The Contractor shall conduct Health Risk Assessments of all the Occupational Hygiene / Environmental stressors (e.g. noise, dust, illumination, HCS, heat & cold stressors,

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ergonomics, etc.) present in the area where they operate to determine if there is any possible worker exposure. Records of all these assessment should be documented and kept up to date.

16.3.2 The Contractor shall monitor the extent to which their employees are exposed to the occupational hygiene stressors. These assessments shall be conducted by an Approved Inspection Authority as listed on the Department of Labour database. The findings from these assessments should be kept on the SHE file, communicated to all affected parties and be reported to relevant authorities.

16.4 Welfare Facilities

16.4.1 The Contractor must provide at or within reasonable access of every work site, workplace facilities that meet health, safety and welfare needs of all employees, including disabled persons where applicable. The Contractor must in addition to Facilities Regulations 2004, ensure that such facilities are kept in a clean, hygienic and maintained.

16.5 First Aid requirements

16.5.1 The Contractor shall ensure that their employees receive prompt first aid treatment in case of injury or emergency. The Contractor must have the necessary equipment and/or facility on site for treatment of injured persons.

16.5.2 Contractor shall ensure that the first aid box / boxes are available and accessible. More first aid boxes shall be provided if the risks, distance between work teams, or the working environment requires it.

16.5.3 Taking into account the type of injuries that are likely to occur on site, the nature of activities performed and the number of employees on site, the Contractor shall ensure that the first aid box contain suitable first aid equipment which includes at least the minimum contents as listed on Annexure 1 of General Safety Regulation (GSR).

16.5.4 The Contractor must ensure that trained / certificated first-aid personnel are appointed and be available on site at all times. The ratio of first aiders to employees shall be 1:50.

16.6 Asbestos Control

16.6.1 The Contractor shall inform the TRIM Project Manager or TRIM Contract Manager if during service work asbestos or suspected asbestos containing material is found. Only Asbestos Approved Contractor can work on asbestos containing material.

16.7 Noise

16.7.1 The Contractor shall ensure that the requirements of the Noise Induced Hearing Loss Regulations are complied with.

16.7.2 Contractor shall ensure that machinery and equipment are operated at noise levels not exceeding an equivalent level of 85-dB (A) during normal working conditions.

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16.7.3 Where the noise levels at the Operator position or to employees working in the vicinity exceed an equivalent level of 85-dB (A) during normal working conditions, the Contractor shall take appropriate measures to reduce such levels to an equivalent level of 85-dB (A). The use of Personal Protective Equipment (PPE) should be the last resort.

16.7.4 All employees exposed to noise must be trained on the effects of exposure, precautionary measures to be taken to prevent exposure and the correct use of PPE.

16.7.5 Noise zones must be demarcated as such.

16.8 Vibration

16.8.1 Contractors must put measures to reduce the risks associated with hand–arm vibrations, avoid, whenever possible, the need for vibration equipment.

16.8.2 Contractor shall develop a good maintenance regime for tools and machinery. This may involve ensuring that tools are regularly sharpened, worn components are replaced or engines are regularly tuned and adjusted.

16.8.3 The Contractor must introduce a work pattern that reduces the time exposure to vibrations.

16.8.4 The Contractor shall issue employees with gloves and warm clothing. There is a debate as to whether anti-vibration gloves are really effective but it is agreed that warm clothing helps with blood circulation which reduces the risk of vibration white finger. Care must be taken so that the tool does not cool the hand of the operator.

16.9 Manual Handling

16.9.1 Contractor must reduce risk of injury due to manual handling by using mechanical assistance involving the use of mechanical aids to assist the manual handling operation. Mechanical aids such as hand-powered hydraulic hoists, specially adapted trolleys, hoist for lifting patients and roller conveyors can be used.

16.9.2 Contractor shall ensure all employees involved in manual handling are trained in good lifting techniques.

16.10 Dust

16.10.1 The Contractor shall monitor dust caused by their activities, mobile equipment, generators and other equipment. Factors such as wind can often affect the intensity to which the impact is experienced.

16.10.2 Dust suppression measures must be in place to reduce the dust caused by the activities on site.

16.10.3 Appropriate PPE should be provided to exposed employees.

Contractor Signature.....

Date.....

16.11. Weather precautions

- 16.11.1 In the event of adverse weather (high winds, flooding, storm surge, lightning etc) or other conditions, the Contractor must institute precautionary measures to protect employees on site.
- 16.11.2 The Contractor shall take steps to prevent heat stroke, dehydration and exhaustion of employees as a result of exposure to excessive heat on site. Such steps may include employees taking regular breaks, consuming enough water, provision of sun brims for their hard hats and sun screen to protect them against sun burn.
- 16.11.3 The Contractor shall take steps to prevent hypothermia or dangerous overcooling of the body as a result of exposure to cold temperatures.

17 Incidents/Occurrences

- 17.1 All incidents referred to in Regulation 9 of General Administration Regulations of the OHS Act and in terms of National Railway Safety Act 6 of 2002 (and applicable SANS Codes) involving the contractor and his subcontractor on TRIM premises, shall be reported to the TRIM Contract Manager, Department of Labour and Railway Safety Regulator as prescribed. Where required the Contractor shall report any radiation incident to the Directorate Radiation Control, Department of Health.
- 17.2 TRIM Contract Manager must be forwarded with a copy of a report of any investigation or formal inquiry conducted into any incident involving the contractor, his subcontractor, any person or machinery under his control on TRIM premises.
- 17.3 TRIM Contract Manager must be informed of the above incidents/occurrences before the end of shift when the incident/occurrence occurred.
- 17.4 The Contractor shall make available its employees to attend as witnesses when required so by TRIM during an investigation into any incident where TRIM believes the said contractor employees were witnesses or may assist in the investigation.
- 17.5 The contractor shall make available to TRIM any documents required to assist in their investigation.

18. SHE Cost

- 18.1 The Contractor shall ensure that it has made adequate provision for the cost of health and safety measures in the tender offer.
- 18.1 The Contractor shall ensure that its subcontractors have made adequate provision for the cost of health and safety measures in the tender offer.

Contractor Signature.....

Date.....

19. Personal Protective Equipment (PPE)

- 19.1 The contractor shall ensure that all employees are provided with appropriate prescribed Personal Protective Equipment (PPE) free of charge (according to General Safety Regulations (2), suitable for the type of activities that the employees will perform.
- 19.2 Such PPE shall be approved by credible institution such as SABS, EN, or AN.
- 19.3 The contractor shall manage the issuing of PPE and ensure that PPE is used at all times. Employees shall be trained in the proper use of PPE.

20. Emergency Evacuation Plan and Procedure

- 20.1 The Contractor must establish and implement an emergency evacuation plan to ensure that in the event of fire, explosion structural collapse etc. all staff is able to evacuate the area to a demarcated areas for the purpose. This must include a contingency plan describing procedures to be followed in the event of a radiation incident.
- 20.2 The area so selected must be demarcated and the relevant "Assembly Point" sign displayed where applicable or use TRIM nearest assembly point.
- 20.3 An Emergency Evacuation Procedure must be drawn up; all staff members and contractors shall be given awareness training and participate in regular evacuation drills.
- 20.4 The Contractor and its employees shall collaborate and adhere to TRIM evacuation drills and requirements.
- 20.5 The Directorate Radiation Control, Department of Health must be notified immediately by telephone and the information must be reported to the Directorate in writing within 7 days if any person is overexposed, or suspected of being overexposed or if the contractor is not able to deal with an emergency situation in a safe and acceptable manner.

21. Access Control and Security

- 21.1 The Contractor shall, before commencing any work, obtain from the TRIM Contract Manager/Technical Officer a Site Access Certificate 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.
- 21.2 No Site Access Certificate will be granted to the Contractor who fails to comply with TRIM minimum SHE requirements, with the SHE File not approved and without the SHE induction been concluded.
- 21.3 The contractor must assess the security risks and implement appropriate measures. All contractors are to strictly adhere to all security requirements on the premises.

Contractor Signature.....

Date.....

- 21.4 The Contractor in collaboration with the TRIM representative will ensure that proper access control is in place and functional at all times onto and out of the site. A form of access control will be issued to contractor employees who have been inducted and submitted copies of ID documents or work permits (where required).
- 21.5 Access Permits should be carried by a contract employee at all time when on site. Access Permits shall be produced at the point of entry / gate.
- 21.6 Contractors shall ascertain from TRIM Contract Manager/Technical Officer the correct route along with their employees may proceed when coming on or going off shift and direct their employees accordingly.

22. Management of Subcontractors

- 22.1 The Contractor is directly responsible for the actions of his contractors/sub-contractors.
- 22.2 The Contractor will also be responsible for initiating any remedial action (recovery plan) that may be necessary to ensure that the contractor complies with all requirements.
- 22.3 The Contractor shall provide any contractor who is making a bid or appointed to perform work, with the relevant sections of the documented SHE specification, who would in turn provide a SHE plan for approval.
- 22.4 The Contractor shall carry out inspection/audits on the contractor/subcontractor to ensure that their SHE plan is being implemented and maintained and submit audit report to TRIM Representative.
- 22.5 The Contractor shall stop any contractor/subcontractor from executing work which poses a threat to the safety and health of persons or the environment.
- 22.6 The Contractor shall ensure that the sub-contractors appointed have the necessary competencies and resources to perform the work safely.
- 22.7 The Contractor will be required to submit 37(2) mandatory agreement between the Contractor and subcontractor to the TRIM Contract Manager.

23. Environmental Management

- 23.1 The Contractor shall identify, document and comply with all pertinent Environmental laws and associated Regulations, approvals, licenses and permits which are applicable to the Services and activities undertaken.
- 23.2 Before commencement with any of the services to be rendered to TRIM, the Contractor shall make available all personnel who will be working on the specified contract to be given environmental induction training. All Contractor employees arriving on the site shall attend such induction.

Contractor Signature.....

Date.....

- 23.3 The Contractor shall adhere to all instructions issued by TRIM Contract Manager or his /her delegated person in promotion of environmental management and legal compliance.
- 23.9 Service activities generating output levels of 85 db (A) or more shall be confined to the hours 08h00 to 17h00 Mondays to Fridays (close to residential areas).
- 23.10 No on-site burying or dumping of waste material shall occur. Waste must be collected by a licensed waste transporting contractor and disposed of at a licensed disposal site. Disposal certificate must be made available to TRIM on request.
- 23.11 Waste bins must be provided in sufficient number and capacity to store solid waste produced on a daily basis. These bins must be kept closed and emptied regularly.
- 23.12 The Contractor must notify the TRIM Contract Manager immediately of any pollution incident. An incident record system shall be maintained on site for inspection by TRIM and relevant authorities.
- 23.13 All vehicles and equipment's shall be kept in good working condition. All leaking equipment's shall be repaired immediately or removed from site. All vehicles and equipment shall be maintained and not emit excessive noise.
- 23.14 In case of major hydrocarbon spill or leakage as a result of equipment failure, the TRIM Contract Manager must be made aware of such event and the affected area must be fenced off and be cleaned immediately to the reasonable satisfaction of the TRIM Environmental Control Officer to prevent contamination of soil and both surface and groundwater.
- 23.15 The Contractor shall ensure that no spillage occurs when toilets are being cleaned or emptied and that the contents are removed from site by a licensed service provider.
- 23.16 Camps and site offices shall be fenced (where necessary) in consultation with the landowner.
- 23.17 The Project Manager or TRIM Contract Manager may, at his or her discretion stop any work, activity or process not in accordance with Environmental laws and associated Regulations, approvals, licenses and permits.
- 23.18 The contractor shall preserve wild life in terms of the NEMA.

24. Operational Safety

24.1 National Railway Safety Regulator Act / Railway Safety

- 24.1.1 The Contractor shall ensure that its equipment, machinery and employees when on TRIM premises complies fully with all applicable railway safety requirements and/or regulations of the National Safety Regulator Act 16 of 2002 and the relevant SANS Codes of Practice.
- 24.1.2 The Contractor when engaging subcontractor must review the capability of the proposed contractor to comply with specified railway safety requirements and/or regulations.

Contractor Signature.....

Date.....

- 24.1.3 The Contractor and/or his subcontractors must grant TRIM access, during the term of the contract, to review any railway safety related activities, including the coordination of such activities across all parts of the organisation.
- 24.1.4 The Contractor shall ensure that all his employees are protected from the risk of being hit by moving trains.

24.2 Fatigue Management and Fit for Duty Processes

- 24.15.1 The Contractor must ensure that it complies to the requirements of RSR 00-4-1.2016 Edition 1, Part 4-1 Human Factors Management-Fatigue Management standard.
- 24.15.2 The Contractor shall document, implement and maintain processes and procedures to identify, assess and mitigate the risks associated with fatigue’s contributory factors.
- 24.15.3 The Contractor shall comply with TRIM Fatigue Risk Management Plan (FRMP) and Fatigue Risk Management System (FRMS).
- 24.15.4 The Contractor shall collect data and report on their management of fatigue as outlined in Clause 8.3 of Part 4-1 Human Factors Management-Fatigue Management standard.
- 24.15.5 The Contractor shall document and implement fit for duty processes for all its employees.

24.3 Vehicle Safety

With respect to vehicles and mobile plants the Contractor must ensure that:

- 24.3.1 They are of an acceptable design and construction, are maintained in a good working order and are used in accordance with their design and the intention for which they were designed
- 24.3.2 Are operated by a person who-has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate such vehicle and mobile plant;
- 24.3.3 Are operated by a person who has a medical certificate of fitness to operate those vehicle and mobile plant, issued by an occupational health practitioner;
- 24.3.4 Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried. No employees will be allowed to be transported at the back of LDV’s / bakkies unless it is provided with a seat and safety belt and further that the risk assessment has indicated it to be a low risk.
- 24.3.5 Vehicles are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- 24.3.6 Vehicle must be equipped with an acoustic warning device which can be activated by the operator and an automatic acoustic reversing alarm

Contractor Signature.....

Date.....

- 24.3.7 Vehicles must be inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the vehicle or mobile plant.
- 24.3.8 No person rides or is required or permitted to ride on a vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose.
- 24.3.9 All vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured.
- 24.3.10 Whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation
- 24.3.11 Tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees.
- 24.3.12 Where applicable, also in collaboration with the TRIM representative and other appropriate personnel develop a traffic management plan for the site to ensure the safe movement of all service vehicle related mobile plant where applicable
- 24.3.13 This plan is to be reviewed at the allocated SHE meeting to ensure its applicability where applicable. Where applicable the Contractor shall appoint traffic officials to manage the manoeuvre of mobile plant and vehicles on the site.
- 24.3.14 Those working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

24.4 Housekeeping and general safeguarding

- 24.4.1 Contractor must ensure that suitable housekeeping is continuously implemented on each work site
- 24.4.2 The Contractor must ensure proper storage of materials and equipment and the removal of scrap, waste and debris at appropriate intervals.
- 24.4.3 The Contractor must ensure that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways
- 24.4.4 The Contractor must ensure that materials which are no longer required for use do not accumulate on and are removed from the site at appropriate intervals.

Contractor Signature.....

Date.....

24.5 Hazardous Chemical Substances (HCS)

24.5.1 The Contractor must ensure that all employees exposed to hazardous chemicals are trained on the potential source of exposure, potential risk to health caused by exposure and measures to be taken by the contractor and employees against any risk of exposure.

24.5.2 HCS risk assessment to be conducted and where it indicates that any employee may be exposed, the contractor shall ensure that monitoring is carried out in terms of regulation 6 and 7 of the Hazardous Chemical Substances Regulations.

24.5.3 Employees exposed to hazardous substances shall be under medical surveillance.

24.6 Stacking and Storage

24.6.1 The Contractor shall ensure that a competent person is appointed in writing with the duty of supervising all stacking and storage.

24.6.2 Adequate storage areas are provided, demarcated as storage areas and are kept neat and under control.

24.7 Fire Precautions and Fire Safety

24.7.1 The Contractor must ensure that all appropriate measures are taken to avoid the risk of fire. The Contractor shall comply with the fire precautions as stipulated in the Environmental Regulations for Workplaces, 1987.

24.7.2 Sufficient and suitable storage is provided for flammable liquids, solids and gases.

24.7.3 Smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials

24.7.4 In confined spaces and other places in which flammable gases, vapours or dust can cause danger only suitably protected electrical installations and equipment, including portable lights, are used, there are no flames or similar means of ignition and adequate ventilation is provided.

24.7.5 The Contractor shall ensure that the work areas are clear, at all times, of any material, which could fuel a fire and that combustible materials do not accumulate, oily rags, waste and other substances liable to ignite are without delay removed to a safe place.

24.7.6 A thorough inspection is made of the work site at the end of any working period to ensure that no material is left at the work site or any situation left in such a manner that a fire or accident could result (all machines to be turned off at main switches, and cylinders to be closed and hoses deflated).

24.7.7 Suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned and that such equipment is maintained in a good working order.

Contractor Signature.....

Date.....

- 24.7.8 The fire equipment is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof
- 24.7.9 Sufficient number of employees are trained in the use of fire extinguishing equipment and familiarise themselves with locations of fire fighting equipment in the work site.
- 24.7.10 There is an effective evacuation plan providing for all persons to be evacuated speedily without panic, accounted for and a siren is installed and sounded in the event of a fire.
- 24.7.11 Where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire and the means of escape is kept clear at all times.
- 24.7.12 The Contractor must ensure that fire fighting equipment are not to be used for any purpose other than their intended use.

24.8 Site Establishment and Demarcation of the site

- 24.8.1 It is important that activities of the contractor(s) are conducted within a limited area to facilitate control and to minimize the impact on the existing natural environment and the surroundings landowners.
- 24.8.2 The Contractor shall demarcate the boundaries of the site in order to restrict activities to the site.
- 24.8.3 The method of demarcation and the location of the demarcated area shall be determined by the Contractor and approved by the TRIM Contract Manager prior to any work being undertaken. The Contractor shall ensure that all his plant, labour and materials remain within the boundaries of the site.
- 24.8.4 Failure to do so may result in the Contractor being required to fence off the boundaries of the site at his own expense to the satisfaction of the TRIM .The contractor is responsible for the safeguarding of his/her own equipment and material while on site.

24.9 Radiation Monitoring Requirements

- 24.9.1 All the members of an industrial radiography team as well as operator’s must be issued with a personal dosimeter (TLD). The worker's unique Bureau Identification Number (BIN) must be indicated on the personal dosimeter when returned to the SABS for processing. No "blank" TLD's may be issued to any member of a radiography team. No radiation worker may perform industrial radiography work without a TLD issued in his/her name.
- 24.9.2 All the members of industrial radiography teams performing radiography in open areas, as well as any other workers who are likely to receive more than 200 µSv (20 mR) during any one day, must in addition be issued with a direct-reading dosimeter (pocket dosimeter) or a digital audible-alarm dosimeter. The direct-reading dosimeter must have a full-scale deflection of at least 2 mSv (200 mR). Daily doses must be accurately recorded, and such records kept for a period of at least 5 years.

Contractor Signature.....

Date.....

- 24.9.3 Direct-reading dosimeters and audible-alarm dosimeters must be checked for correct response to radiation at an approved facility, at periods not exceeding 26 months.
- 24.9.4 The dosimeters specified in paragraphs 24.9.1 to 24.9.2 above, must be worn by radiation workers (i.e. attached to their clothing) during the course of their work.
- 24.9.5 Each radiography team performing radiography in an open area must be provided with a radiation monitor (dose-rate meter) with a range sufficient to measure 10 µSv/h (1 mR/h) through to at least 10 mSv/h (1 R/h). This monitor must be calibrated at an approved facility at periods not exceeding 7 months, and after servicing of the instrument.
- 23.9.6 Before starting work, the radiation workers must ensure that the above dosimeters and monitors are in place, and in proper working order. If not, the radiography work must not be carried out

24.10 Operation of radiography equipment

- 24.10.1 The Contractor shall ensure that the latest revision of Code of Practice for Industrial Radiography (IRCP91-1 and IRCP91-2), is complied with.
- 24.10.2 Where applicable the contractor shall comply to the requirements of Article 3(1) of the Hazardous Substances Act, 1973 (Act 15 of 1973), as amended.
- 24.10.3 The Contractor must ensure that the radiography equipment is operated in a safe manner and nothing about the way it is operated exposes any person to hazards and risks to their health and safety.
- 24.10.4 The Contractor shall ensure that the radiography equipment is operated and maintained in compliance to the manufacturer’s requirements.
- 24.10.5 The Contractor shall ensure that safe distances for operators and other persons is maintained at all times during the operation of radiography equipment.
- 24.10.6 The Contractor shall ensure that radiation monitoring devices that are in a serviceable condition are made available at the site and are used by employees at all times.
- 24.10.7 The Contractor shall ensure a competent Radiation Protection Officer is available at all times to be able to deal with emergencies or in cases of missing radiation source.

24.11 General Machinery, Tools and Equipment

- 24.11.1 The Contractor shall ensure that all machinery, tools and equipment are identified, numbered or tagged, listed on an inventory list,
- 24.11.2 The Contractor shall ensure that all machinery, tools and equipment are safe to be used and is maintained in a good condition.

Contractor Signature.....

Date.....

24.11.3 The Contractor shall ensure that all machines driven by means of belts, gear wheels, chains and couplings shall be adequately guarded in such a manner that persons cannot gain inadvertent access to the moving parts.

24.11.4 All machinery, tools and equipment to be regularly inspected at least monthly or as required by legislation and risk assessments. Records of such inspections shall be kept on the safety file.

24.11.5 Where applicable machinery, tools and equipment must have the necessary approved test or calibration documentation.

24.11.6 The Contractor shall ensure that all machinery, tools and equipment are operated by persons who have been trained to operate such machinery, tools or equipment.

24.12 Portable Electrical Tools

24.12.1 The Contractor shall ensure that use and storage of all portable electrical tools comply with all applicable legislation.

24.12.2 The Contractor shall ensure that only trained employees are authorised to use portable electrical tools

24.12.3 The Contractor shall ensure that all portable electrical are kept in a safe working condition.

24.12.4 All portable electrical tools are inspected monthly by a competent person and daily before use by the operator of such tool. Records of such inspections must be kept in the safety file.

24.12.5 Safety signs and barriers must be erected before tools are used.

24.12.6 Users / Operators of electrical power tools should be issued with suitable protective equipment

24.13 COVID 19 Requirements

24.13.1 The Contractor shall complete and submit to the TRIM Contract Manager a declaration stating that the contractor is permitted to operate in terms of the provisions of the Disaster Management Act 2002 (Act No 57 of 2002) and Regulations, Transnet COVID-19 Guidelines and COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020 and have prepared a COVID-19 Workplace Readiness Plan and shall operate within the regulated permissions and restrictions of applicable lockdown level.

24.13.2 The Contractor must ensure that all its employees are trained on the health risks and hazards associated with COVID-19 and what precautionary measures they must follow for the protection of their health, including the proper use and maintenance of PPE. They are prepared and informed regarding updated rules, hygiene and behavioural practices, complete a "return to work interview" with their line manager and sign commitment to maintain social distancing.

Contractor Signature.....

Date.....

- 24.13.3 The Contractor shall ensure that every employee reporting for duty is screened to ascertain whether they have any observable symptoms associated with COVID-19 and require such employee to immediately inform the contractor if he/she experiences such symptoms
- 24.13.4 Non-essential physical work that requires close contact between workers should be avoided where it is possible to do so.
- 24.13.5 Where it is practicable, every employee must be issued with own tool for use for the duration of the shift. Tools and equipment in stores should be sanitised before issued and on return to the stores.
- 24.13.6 Washing hands facilities must be provided on site, and where it is not available, employees should be provided with hand sanitisers. Employees should be encouraged to regularly wash their hands.
- 24.13.7 Alcohol testing on site should be managed in such a way that no employee is exposed to the virus and contractors must promote personal hygiene. Breathalyzer equipped with disposable mouthpieces shall be used and shall be cleaned and/or disinfected after every use.
- 24.13.8 All non-essential visitors to site are not allowed, only suppliers are allowed. Suppliers must be advised in advance of the COVID-19 site screening tests and required COVID-19 PPE requirements for the site.
- 24.13.9 Where site meetings are held, only absolutely necessary meeting participants should attend. Social distancing should be maintained.
- 24.13.10 The Contractor shall when transporting his employees to TRIM premises comply with the regulations which outlines that 70% of the vehicle capacity can be utilised.
- 24.13.11 The Contractor shall inform the TRIM Contract Manager when any of its employees working on TRIM premises has been diagnosed with COVID-19. The contractor shall investigate the cause and control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place.

24.14 Hand Tools and Pneumatic Tools

- 24.14.1 All hand tools (hammers, chisels, spanners, etc) must be recorded on a register and inspected by a competent person on a monthly basis as well as by users prior to use.
- 24.14.2 All pneumatic tools should be numbered, recorded and inspected at least monthly as well as by users prior to use. And the revolutions per minutes measured in accordance with the manufacturer specifications
- 24.14.3 Tools with sharp points in tool boxes must be protected with a cover.
- 24.14.4 All files and similar tools must be fitted with handles.

Contractor Signature..... Date.....

24.14.5 The Contractor must have a policy on private and make shift tools on site.

24.14.6 No pneumatic tool shall be operated by using a compressed gas cylinder. Pneumatic equipment shall only draw supply from mobile air compressors or from compressed air lines installed within the premises.

24.15 Special Permits

24.15.1 Where special work permits are required before work may be carried out such as for e.g. hot work (welding, cutting etc.), isolation, and occupations, the Contractor shall apply to the TRIM Contract Manager/Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such work permit.. **24.16 Electrical Equipment**

The Contractor must ensure that:

24.16.1 Implementation and compliance with Electrical Installation Regulations, Electrical Machinery Regulations and regulation 24 of the Construction Regulations and OH&S Act and TRIM Electrical Safety Instructions.

24.16.2 Electrical equipment supply cabling distribution boards, fixed lighting and portable appliances, extension leads, welding machines, compressors, pumps and hand portable tools are inspected on a monthly basis and also by the user daily before use

24.16.3 Connections are not made to any power supply without the prior written approval of the TRIM Contract Manager.

24.16.4 All electrical machines and appliances provided by the Contractor for his own use on the Site are in a serviceable condition

24.16.5 Power tools used on the Site are protected by residual current devices approved by TRIM Contract Manager and are double insulated.

24.16.6 Contractors working on, over, under, or adjacent to railway lines and near high voltage equipment shall comply with the TRIM E7/1 Specification for Works On, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment.

24.17 SHE Signage (Symbolic Safety Signs) on plant and in buildings

24.17.1 The Contractor’s employees shall comply with all SHE signage posted at various locations of TRIM sites.

24.17.2 The Contractor shall after occupation of the site ensure that appropriate SHE signs (Symbolic Safety Signs) are displayed on site

25. Confidentiality

Contractor Signature.....

Date.....

- 25.1 The Contractor must, at all times, consider all data or information given to him or that is required in connection with the work of the Company, as confidential and not makes unauthorized use of it.
- 25.2 He/she must ensure that such data or information is not given to any non-employee of the contractor without written consent of the TRIM Contract Manager.
- 25.3 The Contractor shall be aware of the confidentiality of the mentioned information and is compelled to treat it accordingly.
- 25 .4 The contractor must provide adequate physical protection for any confidential documents, etc, which were obtained from Transnet in connection with the contract work as well as any copies made thereof. If any documents or sketches are lost TRIM must be notified immediately.

Contractor Signature.....

Date.....

ANNEXURE 1

CONTRACTOR MONTHLY SHE REPORT

For Month/Year		Name of Contractor		
Name of Contract				
Contract Number		Date of Commencement	Date of Completion	
Number of employees	Man-hours worked this Month	Cumulative (Contract duration man-hours)	Man-hours Since last Lost Time Incident (LTI)	DIFR

1. Details of SHE Incidents

Incident	This Month	Cumulative(Contract duration)	Short description of major/significant incidents and preventative action taken
Number of fatalities			
Number of disabling incidents			
Number of Medical Treatment Cases			
Number of first aid Cases			
Number of near miss incidents			
Motor vehicle incidents			
Number of environmental incidents			
Positive substance abuse incidents			

Contractor Signature.....

Date.....

Substandard Act/ Conditions observed			
Legal violations observed			

2. Details of SHE Meetings

Date	No of participants	Major SHE Concerns	Action taken

3. Details of Audits/Inspections

Date	Area / Facility	Findings/Recommendations	Action taken

5. Details of any SHE Promotional activities for the month

Date	Activity	Remarks

6. Safety Communication

Month	Number of Safety talks held	Remarks

Attach separate sheets for further or other details

Contractor Signature.....

Date.....

..... Name of Contractor
Representative Signature Date

Contractor Signature.....

Date.....

10 Legal review


A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet’s Legal Counsel, prior to consideration for an award of business.

11 Security clearance










Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS:

 Ethics Helpdesk (Pty) Ltd.
Ethics Management System™

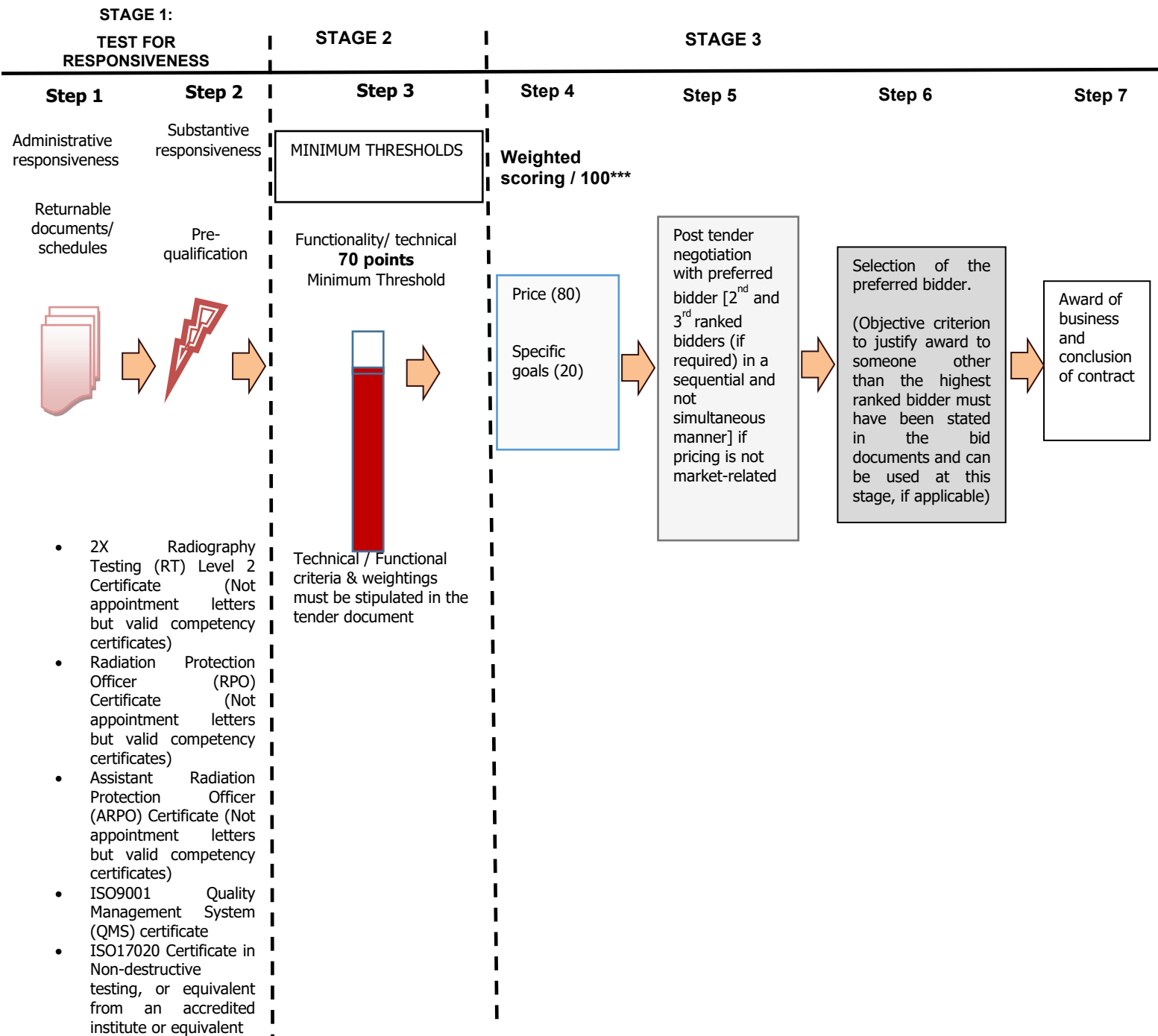
You can choose to be **Anonymous** or **Non-Anonymous** on **ANY** of the platforms
PLEASE RETAIN YOUR REFERENCE NUMBER

				
	<p>AI Voice BoT "Jack" Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</p>	<p>What's App Speak to an Agent via What's App.</p>	<p>Speak to an Agent Speak to an Agent via the platform with no call or data charge</p>	<p>Telegram Speak to an Agent via Telegram</p>
 0800 003 056	 086 551 4153	 reportit@ethicshelpdesk.com	 *120*0785980808#	

SECTION 3 EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1. Evaluation Criteria

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier/Service provider:



Respondent's Signature

Date & Company Stamp

1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 3</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 3</i>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

1.1 STEP TWO: Test for Substantive Responsiveness to RFQ

The test for substantive responsiveness to this RFQ will include the following:

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Proof of registration on the National Treasury Central Supplier Database (CSD) 	<i>Section 2, paragraph 13</i>
<p>All relevant certificates requested are submitted:</p> <ul style="list-style-type: none"> 2X Radiography Testing (RT) Level 2 Certificate (Not appointment letters but valid competency certificates) Radiation Protection Officer (RPO) Certificate (Not appointment letters but valid competency certificates) Assistant Radiation Protection Officer (ARPO) Certificate (Not appointment letters but valid competency certificates) ISO9001 Quality Management System (QMS) certificate ISO17020 Certificate in Non-destructive testing, or equivalent from an accredited institute or equivalent 	<i>Section 2, paragraph 3 (a)</i>

The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation

1.1 STEP THREE: Minimum Threshold 70 points for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Evaluation Criteria	Points Weightings	Proof of Information to be submitted	Scoring guideline
Previous Experience	60	Bidder to provide reference letters on previous / current relevant experience, to include but not limited to the following; <ul style="list-style-type: none"> • Description and relevance to the tendered project • Client’s Project Manager (name and contact details) • Role of the tenderer • Project cost and • Duration of project NB: Bidder’s experience score will be based on the overall accumulative experience on the submitted reference letters, or Purchase Orders / Signed Letter of Award (LOA / or Completion Certificate.	0 = No References submitted 1 = One (1) Reference with relevant experience in services to conduct Radiography Testing of Thermite Welds or similar Scope of Work submitted. 2 = Two (2) References with relevant experience in services to conduct Radiography Testing of Thermite Welds or similar Scope of Work submitted 3 = Three (3) References with relevant experience in services to conduct Radiography Testing of Thermite Welds or similar Scope of Work submitted 4 = Four (4) References with relevant experience in services to conduct Radiography Testing of Thermite Welds or similar Scope of Work submitted 5 = Five (5) or more References with relevant experience in services to conduct Radiography Testing of Thermite Welds or similar Scope of Work submitted
Delivery Lead Time from date of PO	40	Delivery period of 6 weeks required	0 = No Delivery period or 26 working days or more delivery lead time from date of PO submitted 1 = 21 – 25 working days delivery lead time from date of PO submitted 2 = 16 - 20 working days delivery lead time from date of PO submitted 3 = 11 - 15 working days delivery lead time from date of PO submitted 4 = 6 – 10 working days delivery lead time from date of PO submitted 5 = 5 working days or less delivery lead time from date of PO submitted
Total Weighting:	100		
Minimum qualifying score required:	70		

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent’s Proposal to progress to Step Four for final evaluation

1.2 STEP FOUR: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> • Commercial offer 	<i>Section 4</i>

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

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

Where:

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

b) **Specific Goals** [Weighted score 20 point]

- Specific goals claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 6, paragraph 3.2 of the specific goals Claim Form.

1.3 STEP FIVE: Objective Criteria (if applicable)

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Transnet may apply in this bid process include:

- Skills Transfer and Capacity Building for Transnet;
- Impact on Transnet's Return on Investment;
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market;
- the tenderer:
 - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - has the legal capacity to enter into the contract
 - is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - complies with the legal requirements, if any, stated in the tender data and
 - is able, in the option of the employer to perform the contract free of conflicts of interest.
- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
 - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
 - a due diligence to assess functional capability and capacity. This could include a site visit;

- A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
- Reputational and Brand risks

1.4 STEP SIX: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Quotation by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

1. VALIDITY PERIOD

Transnet requires a validity period of 90 [Ninety] Business Days from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

2. DISCLOSURE OF CONTRACT INFORMATION

Johannesburg Stock Exchange Debt Listing Requirements

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

3. RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 4: QUOTATION FORM WITH ALL ITEMS PRICED	
2X Radiography Testing (RT) Level 2 Certificate (Not appointment letters but valid competency certificates)	
Radiation Protection Officer (RPO) Certificate (Not appointment letters but valid competency certificates)	
Assistant Radiation Protection Officer (ARPO) Certificate (Not appointment letters but valid competency certificates)	
ISO9001 Quality Management System (QMS) certificate	
ISO17020 Certificate in Non-destructive testing, or equivalent from an accredited institute or equivalent	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 7 of this RFP (List all specific goals returnable document) <ul style="list-style-type: none"> • B-BBEE Level 1 & 2 - B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline • 30% Black Women Owned Entities- B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline • >50% Black Youth Owned Entities - Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline 	
Previous Experience	
Delivery Period	

c) Essential Returnable Documents:

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate/PIN for each party]	
SECTION 1: SBD1 Form	
SECTION 3: Evaluation Methodology, Criteria and Returnable Documents	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: Specific Goals Claim Form	
SECTION 7: Protection of Personal Information	
CSD Registration report (Proof attached)	
Supplier Declaration Form	

4. CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SECTION 4
QUOTATION FORM

I/We _____

hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Respondent's Signature

Date & Company Stamp

Price Schedule

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

Item No	Description of Item	Qty	Unit	Unit price (Excl. VAT)	Total price (Excl. VAT)
1.	Radiography Testing (RT) of Thermite welds RT of the weld foot and the web, film development, interpretation and reporting per weld.	1535	Each		
2.	Standing Time Rate Rate charged per weld due to delays imposed by Transnet	154	Each		
3.	Accommodation Rate of accommodation per night. [Accommodation is for 5 people per night 5]	512	Per night		
4.	Travel from depot to site Rate per KM (From Depot to site)	15350	Km		
5.	Consumables Per weld marking can (Blue Spray) per day	102	Per day		
6.	Consumables per weld Films per weld	3070	Each		
7.	Equipment Hire Use of an Isotope per day	102	Per day		
8.	Labourers 2 Flagmen per day	102	Days		
Sub Total (Excl. VAT):					
VAT 15%:					
Total (Incl. VAT):					

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Respondent's Signature

Date & Company Stamp

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.

- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format.
- e) All items on the pricing schedule must be priced.
- f) No changes to this price schedule **WILL** be accepted.
- g) Deviation from this pricing schedule **WILL** result in a bid being disqualified.
- h) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

SECTION 5

RFQ DECLARATION, CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:

1. Transnet's General Bid Conditions
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact
4. Non-disclosure Agreement

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and/ or complete in every respect.

We hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.

4. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
7. we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
8. If such a relationship as indicated in paragraph 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]. Information provided in the declaration may be used by Transnet and/or its affiliates to verify the correctness of the information provided.

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

12.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

12.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

13 Bidder’s declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

13.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

13.2.1. If so, furnish particulars:

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

13.3.1. If so, furnish particulars:

14 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 14.1 I have read and I understand the contents of this disclosure;
- 14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

15 BREACH OF LAW

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

SECTION 6**SPECIFIC GOALS POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 The 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution.
 - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
B-BBEE Level 1 and 2	20
>50% Black Youth Owned Entities	
30% Black Women Owned Entities	
Total points for Price and Specific Goals must not exceed	100

- 1.6 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
- 1) B-BBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

3.2

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor – Level 1 and 2	10
30% Black Women Owned Entities	5
>50% Black Youth Owned Entities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
>50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME³	Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise

that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 6.1

6.1 B-BBEE Status Level of Contribution: . = 20 (based on point distribution per Table 3.2)

6.2

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....

SECTION 7**PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013. ("POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES		NO	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

SUPPLIER DECLARATION FORM

Supplier Declaration Form						
Important Notice: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at https://secure.csd.gov.za/ before applying to Transnet.						
CSD Number (MAAA xxxxxxx):						
Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
Did your company previously operate under another name?					Yes	No
If YES state the previous details below:						
Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
Your Current Company's VAT Registration Status						
VAT Registration Number						
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status						
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.						

Company Banking Details			Bank Name	
Universal Branch Code		Bank Account Number		
Company Physical Address				Code
Company Postal Address				Code
Company Telephone number				
Company Fax Number				
Company E-Mail Address				
Company Website Address				
Company Contact Person Name				

Respondent's Signature

Date & Company Stamp

Designation	
Telephone	
Email	

Is your company a Labour Broker?	Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.				
How many personnel does the business employ?	Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.				

Most recent Financial Year's Annual Turnover	<R10Million EME		>R10Million <R50Million QSE		>R50Million Large Enterprise	
--	---------------------------	--	--	--	--	--

Does your company have a valid proof of B-BBEE status?										Yes		No	
Please indicate your Broad Based BEE status (Level 1 to 9)					1	2	3	4	5	6	7	8	9
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership							
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans									
<p>Please Note: Please provide proof of B-BBEE status as per Appendix C and D:</p> <ul style="list-style-type: none"> Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency; EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively; Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability; A certified South African identification document will be required for all Black Youth Ownership. 													

Supplier Development Information Required	
<p>EMPOWERING SUPPLIER An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p>	<p>YES ○ NO ○</p>
<p>FIRST TIME SUPPLIER A supplier that we have not yet Traded within Transnet and will be registered via our database for the 1st time.</p>	<p>YES ○ NO ○</p>

Respondent's Signature

Date & Company Stamp

<p>SUPPLIER DEVELOPMENT PLAN</p> <p>Supplier Development Plan is a plan that when we as Transnet award a supplier a long-term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>DEVELOPMENT PLAN DOCUMENT</p> <p>Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p> <p>*If Yes- Attach supporting documents</p>
<p>ENTERPRISE DEVELOPMENT BENEFICIARY</p> <p>A supplier that is not yet in our value chain that we are assisting in their developmental area.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>SUPPLIER DEVELOPMENT BENEFICIARY</p> <p>A supplier that we are already doing business with or transacting with and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>GRADUATION FROM ED TO SD BENEFICIARY</p> <p>When a supplier that we assisted with as an ED beneficiary then is awarded, a business and we start Transacting with.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>ENTERPRISE DEVELOPMENT RECIPIENT</p> <p>A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>

<p>By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct</p>			
<p>Name and Surname</p>		<p>Designation</p>	
<p>Signature</p>		<p>Date</p>	

 Respondent's Signature

 Date & Company Stamp