

**TRANSNET**



***freight rail***

A Division of Transnet SOC Limited Registration Number 1990/00900/30

# **REQUEST FOR QUOTATION**

**KBY/52753**

**KBC\_13197**

Senior Buyer  
Supply Chain Services  
TRANSNET FREIGHT RAIL  
Austen Street  
KIMBERLEY  
8301



**Transnet Freight Rail**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No KBY/52753**

**FOR THE PROVISION OF:**

**ERECTION OF ROCKFALL PROTECTION NETTING AT  
A RAILWAY CUTTING ON THE UPINGTON LINE  
BETWEEN TOESLAAN AND SMALVIS FOR A PERIOD  
OF 30 DAYS.**

**FOR DELIVERY TO:**

**THE INFRA MANAGER KIMBERLEY**

**ISSUE DATE: 11 APRIL 2014**

**CLOSING DATE: 13 MAY 2014**

**CLOSING TIME: 10:00**

## Section 1

### NOTICE TO BIDDERS

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

<b>METHOD:</b>	Tender Box
<b>CLOSING VENUE:</b>	Transnet Freight Rail, Property Management Building, Office no. 2, Austen Street, Beaconsfield

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

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

##### 2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point system is applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000.00 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ must be cancelled.

The value of this bid is estimated to be below R1 000 000.00 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.**

*[Refer clause 19 below for Returnable Documents required]*

### 3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:  
Name: Herman Conradie Email: Herman.Conradie@transnet.net
- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Maggie Pain (Admin Support) on any matter relating to its RFQ response:  
Telephone: 033 838 3541 Email: Maggie.Pain@transnet.net

### 4 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

### 5 VAT Registration

The valid VAT registration number must be stated here: \_\_\_\_\_ *[if applicable].*

### 6 Legal Compliance

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

### 7 Changes to Quotations

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

### 8 Pricing

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

**9 Prices Subject to Confirmation**

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

**10 Negotiations**

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

**11 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.

**12 Disclaimers**

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

**13 Transnet's supplier integrity pact**

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other.

The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

<b>YES</b>	
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<b>NO</b>	
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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

#### 14 Evaluation Criteria

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

Criterion/Criteria	Explanation
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
<b>Final weighted evaluation based on 80/20 preference point system</b>	<ul style="list-style-type: none"> <li>Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical</li> <li>B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A</li> </ul>

#### 15 Validity Period

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ.

This RFQ is valid until \_\_\_\_\_.

#### 16 Banking Details

BANK: \_\_\_\_\_

BRANCH NAME / CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

#### 17 Company Registration

Registration number of company / C.C. \_\_\_\_\_

Registered name of company / C.C. \_\_\_\_\_

#### 18 Disclosure of Prices Quoted

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

YES ☐ NO ☐

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

## 19 Returnable Documents

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

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

***Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.***

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

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> <li>- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference</li> </ul>	
<ul style="list-style-type: none"> <li>- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference</li> </ul>	
<ul style="list-style-type: none"> <li>- 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</li> </ul>	
<ul style="list-style-type: none"> <li>- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]</li> </ul>	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> <li>• Original cancelled cheque or bank verification of banking details</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of IDs of shareholder/directors/members [as applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of the company's shareholding/director's portfolio</li> </ul>	
<ul style="list-style-type: none"> <li>• Entity's letterhead</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of VAT Registration Certificate [RSA entities only]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of valid Company Registration Certificate [if applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>•</li> </ul>	
<ul style="list-style-type: none"> <li>•</li> </ul>	

Returnable Documents	Submitted [Yes or No]
ANNEXURE A – B-BBEE Preference Points Claim Form	
ANNEXURE B – Project Specifications	
E4E - SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND APPLICABLE REGULATIONS	

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**Section 2**  
**QUOTATION FORM**

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

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

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

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**SERVICE FEES AND COST**

I/We quote as follows for the service required excluding VAT: See Specifications

Item	Description	Unit	Qty	Rate	Amount
C1	Erect/Install Rock fall Protection Netting	M <sup>2</sup>	4500		
C2	Supply Material and all other machinery	Job	1		
C3	Preliminaries and General	Job	1		
Tender Amount:					
14% VAT:					
Total Tender Price:					

**Total Tender Price in Words:**

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

**Notes to Pricing:**

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

## Section 3

## Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

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

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

**IMPORTANT NOTES:**

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

Regards,

## Supplier Declaration Form

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

**RFQ KBY/52753 FOR THE SUPPLY OF:  
ERECTION OF ROCKFALL PROTECTION NETTING AT A RAILWAY CUTTING ON THE UPINGTON LINE  
BETWEEN TOESLAAN AND SMALVIS  
FOR A PERIOD OF 30 DAYS**

**ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM**

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

**1. INTRODUCTION**

- 1.1 A total of 20 preference points shall be awarded for B-BBEE status level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet 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 Transnet.

**2. GENERAL DEFINITIONS**

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status 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;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"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;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificate.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level



certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

- 4.9 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 subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

## 5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

- 5.2 **Subcontracting:**

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? .....%
- (ii) The name of the subcontractor .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? YES/NO

- 5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

☐ Partnership/Joint Venture/Consortium

☐ One person business/sole propriety

☐ Close Corporations

☐ Company (Pty) Ltd

(v) Describe Principal Business Activities

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

(vi) Company Classification [TICK APPLICABLE BOX]

☐ Manufacturer

☐ Supplier

☐ Professional Service Provider

☐ Other Service Providers, e.g Transporter, etc

(vii) Total number of years the company/firm has been in business.....

### BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet 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) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
  - (e) forward the matter for criminal prosecution.

### WITNESSES:

1. ....

2. ....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

**TRANSNET**



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

**TENDER/CONTRACT NO.**

Erection of Rockfall Protection Netting at a Railway Cutting on the Upington -  
Nakop line between Tsoeslaan and Smalvis at km82

**SPECIAL CONDITIONS OF CONTRACT AND  
SPECIFICATIONS**

**PART A – GENERAL**

**PART B – PROJECT SPECIFICATIONS**

**PART C – SCHEDULE OF QUANTITIES AND PRICES**

**PART D –DRAWINGS**

**PART E – SCHEDULE OF RETURNABLE DOCUMENTS**



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

TENDER/CONTRACT NO. \_\_\_\_\_

**Erection of Rockfall Protection Netting at a Railway Cutting on the Uppington - Nakop line between Toeslaan and Smalvis at km82**

**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**

**PART A: GENERAL**

**A.1 SCOPE OF WORK:**

This specification covers the **Erection of a new Rockfall Protection Netting on the Uppington - Nakop line at km 82 in the geographical area controlled by the Depot Engineer, Kimberley South**, hereinafter referred to as the "**Works**", and any other work arising out of or incidental to the above, or required of the **Contractor** for the proper completion of the **Works** in accordance with the true meaning and intent of the contract.

**A2 SUFFICIENCY OF TENDER**

A2.1 The contract will only be awarded to a tenderer who has experience in the field of erecting Rockfall Protection Netting.

A2.2 The Certificate of Attendance of the Briefing Session/Site Meeting signed by the Technical Officer or his/her deputy (compulsory) must be submitted with the tender. The attendance of this briefing session/site meeting is compulsory. The submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

**A.3 DURATION OF CONTRACT:**

The contract will commence within 7 working days of the date of acknowledgement of receipt of the notification of acceptance of tender with Transnet Freight Rail, depending on whether all the necessary trainings and documentation is in place.

Transnet Freight Rail requires that the works be completed within four (4) weeks from the date of commencement of the work. The contractor shall be required to complete the works in this period, and approved. This period shall be exclusive of weekends, and public holidays.

If the instance arises where the standard of work is not inline with the specifications of the contract, Transnet's representative will ensure compliance of the work specifications, either from the Contractor or will ensure that the work is completed by the second lowest Tenderer. The responsible Contractor (Main Contractor) will be fully responsible for the differences in the Tender prices.

**A.4 MAINTENANCE PERIOD:**

A one (1) year's maintenance period shall be applicable. This maintenance period will commence immediately after the completion of the works.

**A.5 RETENTION MONEY:**

No retention.

**A.6 PENALTIES FOR LATE COMPLETION:**

A penalty for late completion as per Clause A.3 of 5% of the tendered amount per calendar day shall apply for each working day or part thereof. In addition, no extra payment will be made for delays suffered by the Contractor as a result of inclement weather, flooding or delays caused by Transnet Freight Rail.

**A.7 MATERIAL**

**A.7.1 TO BE SUPPLIED BY TRANSNET FREIGHT RAIL:**

Transnet Freight Rail will provide a dedicated Technical Officer/Deputy Technical Officer, who will ensure that all work is done according to specifications and the project quality plan. The T.O will also be responsible for weekly site supervision which includes overseeing that construction is done according to the Engineer's specifications.

**A.7.2 TO BE SUPPLIED BY THE CONTRACTOR:**

All the tools, material, machinery and any other items needed to be used on the site shall be supplied by the Contractor.

**A.7.3 SAFE KEEPING OF MATERIAL:**

1. The Contractor shall be responsible for the safekeeping, proper staging and handling of all materials.
2. All packaging or waste material associated with the material will be taken off site and properly disposed of by the Contractor.

**A.8 TO BE PROVIDED BY THE CONTRACTOR:**

1. The Contractor shall supply all material, labour, vehicles, machinery, small plant and any mechanised equipment for the proper execution of the works and in addition to this the Contractor shall provide all accommodation and toilet facilities for his/her employees. No accommodation shall be erected on Transnet Freight Rail property.
2. All tools and labour required to perform the work as stipulated in the schedule of quantities shall be provided by the Contractor and included in his tendered rates. These include:
  - 2.1. All fuel for small plant tools, lubricants, etc.
  - 2.2. Staff accommodations complete with ablutions and kitchen facilities.
  - 2.3. Fire prevention and fire fighting measures.
3. The maintenance, leasing, hiring and insurance of this equipment will solely rest with the Contractor.
4. The Contractor shall be responsible for his own arrangements with regards to the transport and safe staging of this equipment.
5. The Contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the look out for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.
  - 5.1. An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.
  - 5.2. The personnel of the Contractor shall **at all times** during work operations wear **reflective safety jackets**. These reflective jackets must be lime. Any other colour must first be cleared with the Technical Officer or his Deputy.
  - 5.3. Contractor's **staff** working on the site **may not wear any form of visible red or green or yellow outer garments**.

- 5.4. The Contractor shall make available employees to be trained, certificated and used as lookouts when required. The training shall be done at no cost to the Contractor.
6. The making of fires, for whatever purpose, on Transnet property is strictly prohibited.

**A.9 ADVANCE PAYMENT FOR MATERIAL AND/OR PLANT AND/OR EQUIPMENT SUPPLIED BY THE CONTRACTOR:**

No advancement of any monies will be considered.

**A.10 CONTRACT PRICE ADJUSTMENT FACTOR:**

The contract shall not be subject to cost escalation or de-escalation or foreign exchange rate fluctuations. All increases in cost from whatsoever cause shall be at the Contractor's risk, and all decreases in cost shall be to his benefit.

**A.11 SCHEDULE OF QUANTITIES AND PRICES**

A11.1 The quantities in the Schedule of Quantities and Prices (Service Fees and Costs), are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced Schedule (prepared in black ink) for the Works.

A11.2 The Tenderer shall price each item. If the Contractor has omitted to price any items in the Schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

A11.3 The short descriptions of the items in the Schedule are for identification purposes only. The Special Conditions of Contract and Specifications shall be read in conjunction with the Schedule. In so far as these documents have any bearing, they shall be referred to for details of the description, quality and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the Schedule of Quantities and Prices.

**A.12 PROTECTION FROM STORMS AND FLOODS:**

The sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for any damage to the works due to storms, rains, floods, storm-water or subsurface water.

Under no circumstances shall the **Contractor** be entitled to any additional payment in this regard. The **Contractor** shall accept full responsibility and costs to handle water from any source on site.

**A.13 VALUE-ADDED TAX**

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

**A.14 SITE MEETINGS**

A14.1 The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Technical Officer or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

A14.2 An inaugural site meeting, under the chairmanship of the Technical Officer, will be held at the work site. The attendance of this meeting is compulsory by the Contractor and ALL his staff who

will be working on the site. During this meeting, the Contractor and his staff will receive instruction from a Transnet Safety Officer Representative regarding:-

- i. the specific hazards, safety, health and environment rules for Transnet Freight Rail premises and
- ii. on-site instructions regarding Risk Assessment, action plans to mitigate risks, introduction to key personnel and substance abuse testing

A14.3 If for any reason the Contractor changes his staff, the new staff, before they enter on to the worksite, MUST undergo an induction session conducted by a Transnet Safety Officer Representative.

A14.4 Site meetings, will be held once a week as arranged with the Technical Officer and are to be attended by the Technical Officer and the Contractor.

#### **A15 SITE BOOKS**

A15.1 The Contractor shall provide a **site instruction book and a daily site diary (both in triplicate) as well as a Safety File at the site** as directed by the Technical Officer for the duration of the contract.

A15.2 The site instruction book shall only be used by the Technical Officer or his/her deputy and will be used for the issuing of instructions to the Contractor.

A15.3 The Contractor shall complete the daily site diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the Technical Officer or his/her deputy.

A15.4 Upon the completion of the contract, both books are to be handed in to the Technical Officer and both become the property of Transnet Freight Rail.

#### **A16 INFORMATION TO BE PROVIDED WITH TENDER**

A16.1 A full description of the material, plant and equipment to be used by the Contractor for all aspects of the work required to ensure standard as specified.

A16.2 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet freight Rail.

A16.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.

A16.4 An undertaking that all plant and equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.

A16.5 The contractor must indicate whether he/she intends using sub-contractors. No sub-contractors will be allowed on site without the prior permission of the Technical Officer.

#### **A.17 SAFETY REQUIREMENTS:**

##### **1. High voltage electrical equipment : (If applicable)**

1.1. The attention of the **Contractor** is drawn to the possibility of "live" electrical overhead wires or buried cables in the area covered by the contract and the danger of coming into contact with such wires. All personnel under the control of the **Contractor** shall be made aware of the danger of "live" electrical wires and cables before commencement of the work

1.2. The **Contractor** shall comply with all requirements of the **E7/1 (July 1998)** Specification. In particular the **Contractor** shall not be allowed to drive or move mobile equipment on or over the ballast and track-work unless the Technical Officer grants suitable permission and proper methods are employed.

1.3. **Protection:** The Contractor shall provide all protection functions at the work area as required by the Technical Officer and according to the rules and regulations as stipulated in the **Infrastructure safety guidelines, page 51 to 72.**

The **Contractor** shall be liable for costs incurred by Transnet as a result of failure on the part of the **Contractor** or his personnel, to observe any safety and security regulations of Transnet regarding the entry of personnel into all sites. Transnet will determine such costs.

#### **A.18 TECHNICAL REQUIREMENTS AND EXPERTISE :**

1. The **Contractor** shall have a qualified **site agent**, fully conversant with civil engineering practices, in his employment. The Contractor must furnish the name and qualifications of the site agent with his tender.
2. The **Contractor** shall have suitably qualified supervisors in charge of the contract work. The names and qualifications of the supervisors together with full details of their experience in this field of work must be furnished with the tender.
3. The **Contractor** shall have a minimum of 3 suitable qualified persons for the exclusive use as **protection staff** per work site under occupation conditions. The protection staff has to be trained and certified by a Transnet Track Inspector. Transnet reserves the right to test the protection staff at random to ensure that they are working safely and correctly according to the stipulated rules and regulations.

**FAILURE TO COMPLY WITH SUB CLASSES A.18.1 TO A.18.3 WILL AUTOMATICALLY DISQUALIFY THE TENDERER.**

4. The **Contractor** shall note that all members of Transnet's personnel associated with the contract project are responsible for inspection only and will not render any assistance except at the instruction of the Technical Officer.

#### **A.19 TIDINESS AND CLEARING OF SITE**

The Contractor shall keep the site tidy at all times and remove all old material such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

A permit must be obtained from the Municipalities to transport material on their roads, when required.

On completion of the **WORKS**, the Contractor shall clear the site of all leftover items of material, rubble, etc. to the satisfaction of the Technical Officer.

#### **A.20 EXISTING SERVICES:**

The **Contractor** shall take all reasonable precautions to protect existing services during construction and during relocation of such services.

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the **Contractor** and subsequently damaged as a result of the **Contractor's** operations, shall be repaired and reinstated forthwith by the **Contractor** or by the Authority concerned, all at the expense of the **Contractor** and to the satisfaction of the Technical Officer.

Whenever unknown services are encountered which interfere with the execution of the Works and which require to be moved and relocated, the **Contractor** shall advise the Technical Officer, in writing within 24 hours of such encounter, and the Technical Officer will determine the extent of the work, if any, to be undertaken by the **Contractor** in removing, relocating and reinstating such services.

Any work required to be undertaken by the **Contractor** in the moving and relocation of unknown services for which no provision is made in the contract documents, or for which no applicable tender rates exists, will be dealt with according to Clause A12 hereto.



The sum allowed for in Schedule of Quantities shall be deemed to be full compensation for the location and protection of existing services.

**A21      DAMAGE TO ADJOINING PROPERTY**

The Contractor shall ensure that no damage occurs to adjoining property.

The Contractor shall negotiate with the property owner(s) for permission to work on their land for the purpose of carrying out the work (if necessary) The Contractor shall ensure that his workmen do not abuse any permissions granted by adjoining property owners allowing them on to their property for the execution of the works

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

TENDER/CONTRACT NO. \_\_\_\_\_

**Erection of Rockfall Protection Netting at a Railway Cutting on the Upington – Nakop line between Toeslaan and Smalvis at km82**

**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**

**PART B – PROJECT SPECIFICATION**

**B.1 GENERAL.**

This specification covers the **Erection of New Rockfall Protection Netting at a Railway Cutting on the Upington - Nakop line between Toeslaan and Smalvis at km 82 in the geographical area controlled by the Cape Engineer, Kimberley South**, hereinafter referred to as the "**Works**", and any other work arising out of or incidental to the above, or required of the **Contractor** for the proper completion of the **Works** in accordance with the true meaning and intent of the contract.

B1.2 This part covers the techniques, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of erecting the Rockfall Protection Netting required in terms of the contract.

B1.3 The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures are in accordance with his/her tender and relevant legislation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory erection of the Rockfall Protection Netting.

B1.4 Failure to comply with the minimum standard proposed by the Contractor in his/her tender may form the basis for non-payment for work done, pending the standard as defined and/or termination or cancellation of the contract.

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

**B.2 STANDARD SPECIFICATIONS**

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification:

1. Concrete (Small works) – **SABS 1200GA** – 1982 (if any concrete is going to be used)
2. Standardized specification for civil engineering construction Section A: General - **SANS 1200A**
3. Standardized specification for civil engineering construction Section C: Site clearance – **SANS 1200C**
4. Standardized specification for civil engineering construction Section D: Earthworks - **SANS 1200D**

### **B3 WORK AREA.**

Erection of this new Rockfall Protection Netting at a railway cutting on the Upton – Nakop line is situated on a transition curve between km 82.1903 – km 82.7878, the total curve length is  $\pm 598$  metres. The railway cutting is 300m in length. The Rockfall Protection Netting is to be erected on both sides (left and right) of the Railway Cutting, which is  $\pm 7$  metres high. The estimated total area to be covered by netting is  $4500\text{m}^2$ .

### **DESCRIPTION OF WORK**

#### **B4 ROCKFALL PROTECTION NETTING WORK**

The Rockfall Protection Netting is to be erected on both sides (left and right) of the Railway Cutting, which is  $\pm 7$  metres high.

Total length of railway cutting is to be secured by the installation of Rockfall Protection Netting to prevent the falling stones and rocks.

The extent of the work is according to Rockfall Protection Netting Specifications together with drawings as supplied for the concept.

The rockfall protection netting should assist in the containment of small falling rocks from rock slopes subjected to deterioration as a result of plant action, thermal expansion, winds, cold and thaw, hydrostatic pressures etc.

This final product of the works should allow small rocks and debris to fall safely to the foot of the cliff, whilst remaining contained between the rock face and the mesh.

To limit the containment area between the mesh and the rock face, some nailing or pegging of the mesh at intervals between top and bottom anchorage is necessary.

#### **B6 STANDARDS OF WORKMANSHIP**

B6.1.1 The Rockfall Protection Netting is to be neatly finished and is to be a correct tight closure on the cutting sides.

B6.1.2 All rough edges must be smoothed off.

##### **B6.1 OVERALL STANDARD**

B6.1.1 The overall standard to be achieved by the Contractor over the contract area, defined as "Overall Standard", will be determined visually by the Technical Officer

B6.1.2 The minimum percentage of the total work that shall comply with the standard shall be 90%. This measurement will be applicable for each inspection carried out during the term of the contract.

B6.1.3 Failure by the Contractor to achieve the standard of "Overall Standard" shall enable the Project Manager to terminate the Contract.

#### **B7 PERFORMANCE MONITORING, EVALUATION AND MEASUREMENT**

B7.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections. He/she shall immediately take appropriate remedial action in areas where the specified standards are not achieved.

B7.2 The Technical Officer or his/her deputy shall at any time during the operation carry out inspections of the Contractor's performance methods and procedures. The Technical Officer may order the Contractor to re-do entire sections where necessary.

B7.3 The Technical Officer or his/her deputy shall, during the contract period, carry out weekly inspections of the work for the purpose of measuring progress and evaluating whether standards, as defined, has been achieved.

B7.3.1 During each of these inspections the progress of all completed work will be measured and evaluated. Any portion of the fence measured, which does not comply with the specified standard, will be recorded as rejected work.

All completed work must be recorded on an inspection sheet and produced to the Technical Officer or his duly authorised representative on the day of inspection. All such workmanship shall be to the satisfaction of the Technical Officer or his duly authorised representative.

B7.4 Should, at any stage in the progress of the said works, or on completion, an inspection visit reveal any defects in the construction, all rejected work shall be rectified prior to the commencement of the work of following week by the **Contractor** at his own expense and to the satisfaction of the Technical Officer or his duly authorised representative.

B7.5 In the case where the Technical Officer or his/her deputy and the Contractor fail to agree on rejected work, the rejected work shall be recorded as "disputed work". The Contractor shall prepare an appropriate record of all disputed work in order that such disputes may be resolved by way of the disputes resolution procedures.

B7.6 The Project Manager reserves the right to forego any inspection by giving the Contractor written notice of his/her intention to do so. Should the Project Manager decide to forego any inspection, he/she would thereby indicate that he/she is satisfied with the standard of workmanship required for that specific inspection only. He/she would then make full payment to the Contractor to the value associated with that inspection.

The fact that the Project Manager may decide to forego any inspection at his/her discretion does not imply that further inspections would not be carried out. It only implies that for that inspection, the Project Manager is satisfied with the standard achieved and will not penalise the Contractor for that inspection.

The Contractor shall at his cost make good to the satisfaction of the Technical Officer all defective material and workmanship which is not in accordance with the Contract and which may appear within a period of 2 weeks after the date stated in the CERTIFICATE OF COMPLETION, and shall repair all damage caused thereby.

#### **B8 PROGRAMME OF WORK AND METHOD STATEMENT:**

A detailed work program and method statement must be submitted to the Technical Officer within 7 days of acceptance of the tender. The program must indicate the quantities, type of work to be performed, as well as other obligations and responsibilities pertaining to the **WORKS**. The program will be updated regularly and communicated to the Technical Officer. No extension of time claims will be considered without a proper work program.

#### **B9 MEASUREMENT AND PAYMENT:**

The Rockfall Protection Netting shall be measured and paid for per finished worked area. Tendered rates must therefore include supply and delivery of all materials for the Rockfall Protection Netting including all other works that are necessary. Site clearance, assembly, and all other activities necessary for the completion of the works are all to be included in tendered rates. Payment for the work completed will be made upon receipt of an invoice from the Contractor.







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**TRANSNET**



freight rail

**TRANSNET LIMITED**

(REGISTRATION NO.1990/000900/30)

TRADING AS TRANSNET FREIGHT RAIL

TENDER/CONTRACT NO. \_\_\_\_\_

**Erection of Rockfall Protection Netting at a Railway Cutting on the Uppington –  
nakop line between Toeslaan and Smalvis at km82**

**Part E – SCHEDULE OF RETURNABLE DOCUMENTS**

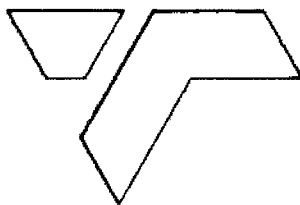
In addition to the Returnable Documents listed in Section 3, the contractor is to include ALL the documents (duly completed) as listed below with his tender.

Description	Tenderer	Transnet
Tender Form		
Resolution of Board of Directors		
Clause 5 – E.4E (August 2006) – Health Plan		
Annexure 1 – E.4E (August 2006) – Notification of Construction Work		
Annexure 1 – E.4E (August 2006) – Notification of Construction Work – Team Size		
Annexure 2 – E.4E (August 2006) – Appointment of Competent Person		
Annexure 2 – E.4E (August 2006) – Acceptance by Competent Person		
Annexure 3 – E.4E (August 2006) – Declaration		
Annexure 4 – E.4E (August 2006) – Site Access Certificate		
Annexure 4 – E.4E (August 2006) – Acknowledgement of Receipt		
E.4D – Schedule of Plans		
Clause A19 – Site Agent		
Clause B – Work Program		
Schedule of Quantities and Prices		
Summary of Schedule of Quantities and Prices (if applicable)		
Tax Clearance Certificate (Expiry Date)		
Letter of good standing from Compensation Commissioner		
Completed Supplier Declaration Form (SDF) – with all relevant documentation		
BBBEE Certificate and detailed scoreboard, or letter from Bookkeeper if less than R5m pa		

10 Mar 2011

E.4D

TRANSNET



LIMITED

(REGISTRATION NO.1990/000900/06)

TRADING AS TRANSNET FREIGHT RAIL

TENDER No.

## SCHEDULE OF PLANT

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

(i) Plant immediately available for work tendered for :

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

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

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Date \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Tenderer(s)

37  
Rockfall protection netting location  
line: Upington - Nakop  
Kilometre on track: 82 km  
Section: Toeslan - Langklop

E.4E Transnet (Feb 2011)

**TRANSNET LIMITED**

(Registration no. 1990/00900/06)

**SAFETY HEALTH AND ENVIRONMENTAL (SHE) SPECIFICATIONS  
FOR CONTRACTORS****AND****SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE  
WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT  
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS****1. General**

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

**2. Definitions**

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction



## E.4E Transnet (Feb 2011)

Regulations, 2003 means any work in connection with: -

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

### 3. Procedural Compliance

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



## E.4E Transnet (Feb 2011)

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

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

#### 4. Special Permits

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

#### 5. Health and Safety Programme

## E.4E Transnet (Feb 2011)

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
  - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
  - (iii) ensuring, as far as is reasonably practical, in terms of section 57 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
  - (b) the analysis and evaluation of the hazards identified;
  - (c) a documented SHE Plan, including safe work procedures to mitigate, reduce or control the risks identified;
  - (d) a monitoring and review plan.
- 5.4 The SHE Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
  - (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
  - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
  - (d) the site access control measures pertaining to health and safety to be implemented;

## E.4E Transnet (Feb 2011)

- (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the TFR Contract Representative/Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
- (f) the introduction of control measures for ensuring that the SHE Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the TFR Contract Representative/TFR Contract Representative/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 TFR Contract Representative/Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The TFR Contract Representative/Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's SHE Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's SHE Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the SHE Plan is available on site for inspection by an inspector, TFR Contract Representative/Technical Officer, agent, subcontractor employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes SHE induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

E.4E Transnet (Feb 2011)

**6. Fall Protection Plan**

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

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## E.4E Transnet (Feb 2011)

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

6.3 The fall protection plan shall include:-

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

## 7. Hazards and Potential Hazardous Situations

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

## 8. Safety, Health and Environmental (SHE) File

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

## 9. Medical Surveillance

- 9.1 The contractor shall ensure that all the appropriate medical surveillance documents are available as required by the Act and be kept in the safety file.

## 10. Substance Abuse

## E.4E Transnet (Feb 2011)

- 10.1 All contractors must comply with the TFR Substance Abuse Policy and Regulation 2A of the General Safety Regulations, .

**11. Incidents/Occurrences**

- 11.1 All incidents referred to in Regulation 9 of General Administration Regulations of the Act involving the contractor and his subcontractor on Transnet Ltd premises, shall be reported as prescribed. TFR hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on TFR premises.
- 11.2 TFR Contract Representative must be informed of the above incidents/occurrences before the end of shift when the incident/occurrence occurred.

**12 Monthly Safety Reports**

- 12.1 All Contracts of more than 1 month shall provide a monthly safety report as required by TFR

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## ENVIRONMENTAL CONTRACT CLAUSES

### INSTRUCTIONS

Except as set forth below, the content of this document when included within a contract shall not be changed, modified or altered in any way.

### CONDITIONS OF CONTRACT

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
2. Before commencement with any of the services to be rendered to TFR, the Contractor shall make available all personnel who will be working on the specified contract to be given environmental induction training. All Contractors' Personnel arriving on the Site shall attend such induction.
3. The Contractor shall adhere to all instructions issued by Project Manager or his /her delegated person in promotion of environmental management and legal compliance.
4. The Contractor shall determine the correct positioning of topsoil stockpiling to avoid massive disturbance and prepare the topsoil for reuse during landscaping.
5. Concrete shall not be mixed directly on the ground or any other permeable surface. Should concrete batching activities occur, these should be located in the designated area on site with low environmental sensitivity levels.
6. All excess concrete shall be removed from site on completion of plastering or concrete pouring and disposed of in an environmentally acceptable manner.
7. The Contractor shall ensure that his or her employees are aware of the procedures to be followed when dealing with spills and leaks, which shall include notifying the relevant authorities and TFR as required in terms of NEMA, 1998 and NWA, 1998. The



## E.4E Transnet (Feb 2011)

Contractor shall ensure that all necessary material and equipment required for use during clean – up/rehabilitation of spills and leaks are available on site at all times. Treatment, remediation and/or rehabilitation of contaminated areas shall be undertaken to the reasonable satisfaction of the TFR Environmental Control Officer or relevant Environmental Specialist.

8. Contractor shall be solely responsible for the control of dust generated from his or her activities. Excavation, handling and transport of erodable material shall be avoided under aggressive wind conditions or when a visible dust plume is present. If dust damping measures are deemed inadequate, working must cease until the wind speed drops to an acceptable level.
9. Construction 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).
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 TFR on request.
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.
12. A designated re-fuelling area (s) must be provided. The re-fuelling area must be protected from hydrocarbon spillage to the reasonable satisfaction of the TFR Environmental Control Officer or Relevant Environmental Specialist. As a minimum requirement, re-fuelling and workshop areas shall have a bunded floor surface and stormwater collection mechanism. Refuelling shall always be accompanied by the use of drip trays.
13. The Contractor must notify the Project Manager immediately of any pollution incident. An incident record system shall be maintained on site for inspection by TFR and relevant authorities.
14. All vehicles and equipments shall be kept in good working condition. All leaking equipments shall be repaired immediately or removed from site. All vehicles and equipment shall be maintained not emit excessive noise.
15. In case of major hydrocarbon spill or leakage as a result of equipment failure, Project 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 TFR Environmental Control Officer to prevent contamination of soil and both surface and groundwater.
16. 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.

## E.4E Transnet (Feb 2011)

17. The use of borrow pits for the construction of access roads must comply with the provisions of Minerals and Petroleum Resources Development Act of 2004 as amended and should not be located inside the border of any protected area (e.g. Nature Reserve).
18. All disturbed areas must be rehabilitated to the reasonable satisfaction of TFR Environmental Control Officer or Relevant Environmental Specialist.
19. Transportation, handling and storage of all substances classified as hazardous must comply with the provisions of the Hazardous Substances Act, 15 of 1973, relevant Regulations and SANS Codes.
20. Archaeological remains, artificial features and structures older than 60 years are protected by the Natural Heritage Resources Act, 25 of 1999. Should any archaeological artefact be exposed during construction or any contract work, such work must be stopped immediately. The TFR Environmental Control Officer must be called in for inspection and to recommend the way-forward. Under no circumstances may any artefacts be destroyed or removed from site.
21. The extraction of water for construction purposes must at all times comply with licensing requirements of Department of Water Affairs, where applicable. Extraction of water from a stream or a river requires approval.
22. Blasting work that may be required on site shall be carried out entirely within the provisions of the Explosives Act, 26 of 1956 and other relevant engineering and safety standards.
23. Office and camp sites shall be established, as far as is practicable, outside the flood plain, above the 1:50 flood level mark within the boundaries of the construction area.
24. No camp or office site shall be located closer than 100 metres from a stream, river, spring, dam or pan.
25. The area chosen for these purposes shall be the minimum reasonably required and which will involve the least disturbance to vegetation.
26. Camps and site offices shall be fenced (where necessary) in consultation with the landowner.
27. The Project Manager or TFR Contract Representative 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. The contractor shall preserve wild life in terms of the NEMA.

## ANNEXURE 1

## OCCUPATIONAL HEALTH AND SAFETY ACT 85, 1993

## Regulation 3(1) of the Construction Regulations

## NOTIFICATION OF CONSTRUCTION WORK

- 
- 
- 1(a) Name and postal address of principal contractor:  
\_\_\_\_\_
- (b) Name and tel. no of principal contractor's contact person:  
\_\_\_\_\_
2. Principal contractor's compensation registration number \_\_\_\_\_
- 3.(a) Name and postal address of client:  
\_\_\_\_\_
- (b) Name and tel no of client's contact person or agent:  
\_\_\_\_\_
- 4.(a) Name and postal address of designer(s) for the project:  
\_\_\_\_\_
- (b) Name and tel. no of designer(s) contact person:  
\_\_\_\_\_
5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).  
\_\_\_\_\_
6. Name of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).  
\_\_\_\_\_
7. Exact physical address of the construction site or site office:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Nature of the construction work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Expected commencement date: \_\_\_\_\_
10. Expected completion date: \_\_\_\_\_

## E.4E Transnet (Feb 2011)

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

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

\_\_\_\_\_

13. Name(s) of contractors already chosen.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Principal Contractor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Client**

\_\_\_\_\_  
**Date**

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

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

E.4E Transnet (Feb 2011)

**ANNEXURE 2****(COMPANY LETTER HEAD)****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :****SECTION/REGULATION:** \_\_\_\_\_**REQUIRED COMPETENCY:** \_\_\_\_\_

In terms of \_\_\_\_\_ I, \_\_\_\_\_

representing the Employer) do hereby appoint \_\_\_\_\_

As the Competent Person on the premises at \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_**Date :** \_\_\_\_\_**Signature :-** \_\_\_\_\_**Designation :-** \_\_\_\_\_**ACCEPTANCE OF DESIGNATION**

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

**Date :** \_\_\_\_\_**Signature :-** \_\_\_\_\_**Designation :-** \_\_\_\_\_

E.4E Transnet (Feb 2011)

**ANNEXURE 3**

**(COMPANY LETTER HEAD)**

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

**DECLARATION**

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

*Signature :-* \_\_\_\_\_

*Date :* \_\_\_\_\_

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**ANNEXURE 4****(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)****SITE ACCESS CERTIFICATE**

Access to : \_\_\_\_\_ (Area)

Name of Contractor/Builder :- \_\_\_\_\_

Contract/Order No.: \_\_\_\_\_

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

In terms of your contract/order with  
(company) \_\_\_\_\_

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

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

Signed : \_\_\_\_\_ Date : \_\_\_\_\_  
TECHNICAL OFFICER**ACKNOWLEDGEMENT OF RECEIPT**Name of Contractor/Builder :- \_\_\_\_\_ I,  
\_\_\_\_\_ do hereby acknowledge and accept the duties  
and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and  
Safety Act; Act 85 of 1993.

Name : \_\_\_\_\_ Designation : \_\_\_\_\_

Signature : \_\_\_\_\_ Date : \_\_\_\_\_