

TRANSNET LIMITED

(Registration no. 1990/000900/30)

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

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

2. Definitions

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

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

3. **Procedural Compliance**

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

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

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

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

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

4. **Special Permits**

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

5. **Health and Safety Programme**

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

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

- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.
- 6. Fall Protection Plan**
- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;

- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
 - (b) the procedures and methods to address all the identified risks per location;
 - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
 - (d) the training of employees working from elevated positions; and
 - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

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

ANNEXURE 1**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993****Regulation 3(1) of the Construction Regulations****NOTIFICATION OF CONSTRUCTION WORK**

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

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

2. Principal contractor's compensation registration number: _____
- 3.(a) Name and postal address of client:

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

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

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

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

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

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

8. Nature of the construction work:

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

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

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

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

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

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

“PREVIEW COPY ONLY”

ANNEXURE 2

(COMPANY LETTER HEAD)

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

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In terms of _____ I, _____

representing the Employer) do hereby appoint _____

As the Competent Person on the premises at _____

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

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

Date : _____

Signature :- _____

Designation :- _____

ACCEPTANCE OF DESIGNATION

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

Date : _____

Signature :- _____

Designation :- _____



ANNEXURE 3**(COMPANY LETTER HEAD)****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :****DECLARATION**

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

Signature :- _____

Date : _____

“PREVIEW COPY ONLY”

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

Access to : _____ (Area)
 Name of Contractor/Builder :- _____
 Contract/Order No.: _____

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

In terms of your contract/order with
 (company) _____

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

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

Signed : _____ Date : _____
TECHNICAL OFFICER

ACKNOWLEDGEMENT OF RECEIPT

Name of 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 : _____



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,

Transnet Vendor/Supplier Management .Contact person Carol tell: 021 940-3846 fax 021 940-3883.



Supplier Declaration Form

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

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

Transnet Vendor/Supplier Management .Contact person Carol tell: 021 940-3846 fax 021 940-3883

TRANSNET



freight rail

TRANSNET LIMITED

(REGISTRATION NO.1990/000900/30)

Trading as **TRANSNET FREIGHT RAIL**

TENDER/CONTRACT NO. BLE 52093

REPLACEMENT OF EXISTING FENCE FROM 121.650km to 122.984 (LHS) BETWEEN PAARL AND KLAPMUTS.

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

ANNEXURE A

Pedb.BLE52093

A.1 SCOPE OF WORK :

This contract covers the replacement of an existing fence 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, along **the Paarl to Kraaifontein line**, in the geographical area controlled by the Depot Engineer, Bellville.

A2 SUFFICIENCY OF TENDER

The contract will only be awarded to a tenderer who have the experience in the field of erecting and repairing fencing,

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.

Transnet Freight Rail requires that the works be completed within 20 working days from the date of commencement of the work.

A.4 MAINTENANCE PERIOD:

N I L

A.5 RETENTION MONEY:

N I L

A.6 PENALTIES FOR LATE COMPLETION:

A penalty for late completion of **R1000.00** per calendar day shall apply for each working day or part thereof. 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:

None

A.7.2 TO BE SUPPLIED BY THE CONTRACTOR:

1. All material that will be used for the completion of the WORKS, (including cement, sand, stone, bolts, nuts, washers, all necessary welding, etc. used to erect the fence and including the fencing, shall be supplied by the Contractor.
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:
 - a. All fuel for small plant tools, lubricants, etc.
 - b. Staff accommodations complete with ablutions and kitchen facilities.
 - c. Fire prevention and fire fighting measures.

A.7.3 SAFE KEEPING OF MATERIAL:

1. The Contractor shall be responsible for the safekeeping, proper staging and handling of all fencing 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 provide all 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. The maintenance, leasing, hiring and insurance of this equipment will rest solely with the Contractor.
3. The Contractor shall be responsible for his own arrangements with regards to the transport and safe staging of this equipment.
4. 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.
 - 4.1. 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.
 - 4.2. The personnel of the Contractor shall **at all times** during work **operations wear reflective safety jackets**. These reflective jackets must either be yellow or light blue. Any other colour must first be cleared with the Technical Officer or his Deputy.
 - 4.3. Contractor's staff working on the site **may not wear any form of visible red or green outer garments**.
 - 4.4. 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.
5. The making of fires, for whatever purpose, on Transnet Freight Rail 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.

A11 SCHEDULE OF QUANTITIES AND PRICES

A11.1 The quantities in the Service Fees and Cost 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 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.

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 ~~Labour and plant rates for such work (if required) shall be entered into the Labour Payment Schedule attached hereto.~~

A14 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.

A15 SITE MEETINGS

A15.1 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.

A15.2 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

A15.3 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.

A15.4 Site meetings, will be held once a week on a day mutually agreed upon between the Contractor and Technical Officer and are to be attended by the Technical Officer and the Contractor.

A16 SITE BOOKS

A16.1 The Contractor shall provide a **site instruction book and a daily 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.

- A16.2 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.
- A16.3 The Contractor shall complete the daily 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.
- A16.4 Upon the completion of the contract, all books are to be handed in to the Technical Officer and all become the property of Transnet Freight Rail.

A17 INFORMATION TO BE PROVIDED WITH TENDER

- A17.1 A fully completed schedule of returnable documents (refer to Section 3, page 21).
- A17.2 A full description of the plant and equipment to be used by the Contractor for all aspects of the work required to ensure standard as specified.
- A17.3 Whether the Tenderer intends to work on Saturdays, Sundays or statutory holidays.
- A17.4 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- A17.5 The Schedule of Prices must be completed in full.
- A17.6 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.
- A17.7 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.18 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.19 TECHNICAL REQUIREMENTS AND EXPERTISE :

1. The **Contractor** shall have a qualified **site agent**, fully conversant with fencing practices of Transnet, in his employ. 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 CLAUSES A.19.1 TO A.19.3 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.20 TIDINESS AND CLEARING OF SITE

The Contractor shall keep the site tidy at all times and remove all old material and such as trees, shrubs, rubble, off-cuts, demolished material, surplus material, etc. and carry away and dump at an approved site. Old fencing material must be handled as per clause B4.2.2.

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

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

A.21 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 A13 hereto.

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

A22 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 or traverse 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 work.

TRANSNET



TRANSNET LIMITED

(REGISTRATION NO.1990/000900/30)

TRADING AS TRANSNET FREIGHT RAIL

TENDER/CONTRACT NO. BLE52093

REPLACEMENT OF EXISTING FENCE FROM 121.650km to 122.984 (LHS) BETWEEN PAARL AND KLAPMUTS.

ANNEXURE B

PROJECT SPECIFICATIONS

This contract covers the replacement of an existing fence 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, along the Paarl to Klappmuts line, in the geographical area controlled by the Depot Engineer, Bellville.

- B1.2 This part covers the techniques, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of erecting the 7-wire fence required in terms of the contract.
- B1.3 The essence of the contract is that Transnet Freight Rail requires a 7 wire fence be erected on its boundary as set out below.
- B1.4 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 fence
- B1.5 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.

B2 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

2. Earthworks – Standardized specification for civil engineering construction Section D: Earthworks – SANS 1200D:1988
3. Guidelines for the provision of engineering services in Residential Townships - by Department of Community Development.

B3 WORK AREA.

The work area is as set out below between 121.650 to 122.984 (LHS) , a total distance of 1334 metres, on the railway line between Paarl and Klapmuts. Stations on the Worcester to Bellville Railway Line. The left hand side of the railway line is obtained by standing with one's back towards Paarl and facing Cape Town.

B4 DESCRIPTION OF WORK

B4.1 GENERAL

B4.1.1 Site establishment and de-establishment including fixed costs.

B4.1.2 Preliminary and general including time related costs.

B4.2 REMOVAL OF TREES, BUSH AND OLD FENCING MATERIAL

B4.2.1 All trees and bush growing within the 1 meter width on both sides of the fence to be erected, is to be cut down and removed, and to be disposed of at a municipal dumping site.

B4.2.2 Old fencing material occurring in the specified work areas is to be demolished and removed from the site and delivered to Supply Chain Services (SCS), Warehouse 113 / Siding 160997, situated behind Barnett's Motor Spares, 143 Voortrekker Road, Salt River.

The Technical Officer and the Contractor will agree on site at the inaugural site meeting as to the quantity of scrap material to be delivered to SCS. This will be fully itemised and recorded in writing in the Site Instruction Book.

The contractor is to arrange to transport, at his own cost, the scrap fencing material to SCS Salt River. En route he must obtain, at his own cost, a weigh bridge certificate as to the mass of scrap material removed from site.

A copy of this weigh bridge certificate as well as a copy of the itemised scrap material list must be handed to the clerk at SCS Salt River upon delivering the scrap material and a receipt obtained therefore. A copy of these three documents (List of material removed from site, Weigh bridge certificate and SCS receipt for the material) must then be handed to the Technical Officer as proof of delivery.

B5 7-WIRE FENCE

Supply and erect a new 7-strand wire fence with wooden uprights on the sites indicated below. Box anchors every 100m except on curves where the distance will become 50m with double box anchors. Fence to be erected according to Plan FENCE – BLE – 06 (7-Wire Fence with Wooden Supports), attached.

MATERIALS TO BE USED :-

100/120–Straining Posts–2400mm Long (All "Box Anchors" to be concreted ~ 600 x 600 x 1000mm deep)

80/99 – Intermediates – 2100 Long

30/55 – Droppers – 1400 Long

All wood to be creosoted or similar

1.6mm Karoo II – Barbed Wire – 3 strands

2.24mm Round Steel Wire – 4 strands

4mm Dia. wire

2mm Dia. Binding wire

Hinge joint Field Fence ~ Type 250 10-119 15 (Line wire =10, Height = 119, Stay – 15)

W Farm Gate – Fully Galv, - 43mm O/D (1.2M High x 4.225m Long)

All wire to be fully Galvanised

19mm Stone to be used

20 Mpa conc. strength

- B5.1 Between 121.650km to 122.984km on the Left Hand Side of the railway line erect a new 7-wire fence. Start opposite Mast Pole 121P11 with a “double box anchor” (entrance to the railway reserve) and end with a “box anchor”
- B5.2 At the entrance from the public gravel road a new 4.2m gate must be installed with double box anchors on each side. A new 7-wire fence has to be put up on both sides of the access road with a 4.2m gate (box anchor on both sides of the gate) on the left hand side. Where you enter the rail reserve you end the fence with a box anchor on the right hand side. The left hand side will have a double box anchor where we enter the rail reserve. Here the 7 wire fence start (121.650 km) on the boundary line on the left hand side.
- B5.3 Install a new 4.2m gate at km 122.555 on the left hand side with box anchors on both sides of the gate.

B6 STANDARDS OF WORKMANSHIP

- B6.1.1 The fence is to be neatly finished and is to be standing erect.
- B6.1.2 All rough edges must be smoothed off.
- B6.4 OVERALL CONTROL
- B6.4.1 The overall standard to be achieved by the Contractor over the contract area, defined as “Overall Control”, will be determined visually by the Technical Officer
- B6.4.2 The minimum percentage of the total work that shall comply with the standard of control shall be 90%. This measurement will be applicable for each inspection carried out during the term of the contract.
- B6.4.3 Failure by the Contractor to achieve the standard of “Overall Control” 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 stipulated in clause 29 of the Transnet 287 General Conditions of Contract (Minor Works Contract).

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.

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 control 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 3 months** after the date stated in the CERTIFICATE OF COMPLETION, and shall repair all damage caused thereby.

B8 PROGRAMME OF WORK AND METHOD STATEMENT:

A detail 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 line, kilometre distances, date, 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 PAYMENT :

Payment shall be made by Transnet within 30 (thirty) days after date of receipt by Transnet of the statement together with all undisputed Tax Invoices and supporting documentation.

“PREVIEW COPY ONLY”

