



Transnet Freight Rail , a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No BFX/52505**

**FOR THE SUPPLY / PROVISION OF: THE REPAIR TO ACCESS ROAD TO BIRD  
CAGE HILL RTO SITE NEAR BETHLEHEM FREE STATE**

**FOR DELIVERY TO: RAIL NETWORK**

**ISSUE DATE: 11 SEPTEMBER 2013**

**CLOSING DATE: 15 OCTOBER 2013**

**CLOSING TIME: 10:00**

**COMPUSARY SITE MEETING**

**DATE: 03 OCTOBER 2013**

**VENUE: GATHER AT WIMPY ACROSS CTM BETHLEHEM**

**TIME: 11H00**

**ANNEXURE 1: PROJECT SPECIFICATIONS**

**ANNEXURE 2: SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE (ACT 85 OF 1993)**

**Section 1**  
**NOTICE TO BIDDERS**

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

**METHOD:** COURIER

**CLOSING VENUE:** The Secretariat  
Acquisition council  
Admin Support Office  
Tender Box  
Office no 2  
Real Estate Management Building  
Austen Street  
Beaconsfield  
Kimberley  
Contact Person Maggie Pain 053 – 838 3341.

**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 the following:

- In this RFQ, Transnet will apply the 80/20 preference point system prescribed in the PPPFA.
- Proposals will be evaluated on price which will be allocated 80 points and preference which will be allocated 20 points.
- The 80/20 preference point system applies where the acquisition of the Goods or Services will be less than R1 000 000.00. However, if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.

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

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

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

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
  - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
  - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

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

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

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

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

Transnet will accordingly allocate a maximum of **20 [twenty] points** to the Respondent's final score based on an entity's B-BBEE scorecard rating.

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

*[Refer clause 18 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: Jakkie Kotze

Email: Jakkie.kotze@transnet.net

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Maggie Pain on any matter relating to its RFQ response:

Telephone 053 – 838 3341

Email Maggie.Pain@transnet.net

#### 4 Tax Clearance

The Respondent's **original** valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission **may** result in disqualification.

#### 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.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

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

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

NATURE OF BREACH:

.....  
 .....

DATE OF BREACH: .....

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

### 13 Evaluation Criteria

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

- **Administrative responsiveness** - Completeness of response and returnable documents
- **Substantive responsiveness** -- Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
- Weighted evaluation based on 80/20 preference point system as indicated in paragraph 2 above:
  - 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
  - B-BBEE status of company

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

<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.

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

#### 14 Validity Period

Transnet desires a validity period of 90 ninety days from the closing date of this RFQ.  
This RFQ is valid until \_\_\_\_\_.

#### 15 Banking Details

BANK: \_\_\_\_\_  
BRANCH NAME / CODE: \_\_\_\_\_  
ACCOUNT HOLDER: \_\_\_\_\_  
ACCOUNT NUMBER: \_\_\_\_\_

#### 16 Company Registration

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

#### 17 Disclosure of Prices Quoted

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

YES  NO

#### 18 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:

.....  
Respondent's Signature

.....  
Date & Company Stamp

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- 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	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
• Original cancelled cheque or bank verification of banking details	
• Certified copies of IDs of shareholder/directors/members [as applicable]	
• Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
• Certified copy of share certificates [CK1/CK2 if C.C.]	
• Entity's letterhead	
• Certified copy of VAT Registration Certificate [RSA entities only]	
• Certified copy of valid Company Registration Certificate [if applicable]	
• Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE : 1 Project Specifications	
ANNEXURE : 2 Safety arrangement and procedural compliance	

b) In addition to the requirements of paragraph a) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below.

Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
Valid Letter of Goods Standing	
Construction Programme	

## 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.

### Price Schedule

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

The work schedule shall be compiled between the Project Manager / Technical Officer and contractor within 3 days after receiving the letter of appointment.

It	Description	
<b>A</b>	<b>Bird Cage Hill</b>	
1	The repair to access road to Bird Cage Hill RTO Site near Bethlehem in the Free State.	
	<b>Total Price for Bird Cage Hill (EXCLUDING VAT)</b>	<b>R</b>

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

Price firm until: \_\_\_\_\_

#### Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) 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.
- c) 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.

.....  
Respondent's Signature

.....  
Date & Company Stamp



## Section 3

## VENDOR APPLICATION FORM

## 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.					

Respondent's Signature

Date &amp; Company Stamp



**TRANSNET**

*freight rail*

**ANNEXURE 1**

**TECHNICAL**

**SPECIFICATION**

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*This specification covers the requirements of Transnet Freight Rail for the repair to access road to Bird Cage Hill RTO Site near Bethlehem in the Free State.*

**"PREVIEW COPY ONLY"**

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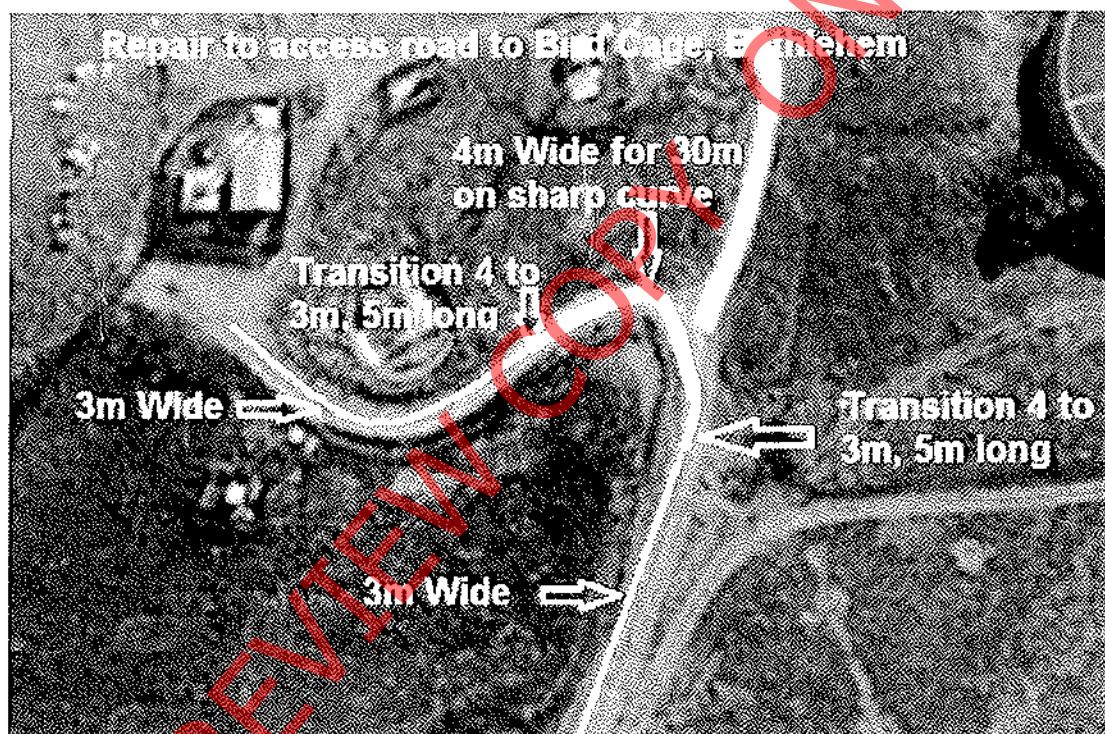
## 1.0 SCOPE

1.1 This specification covers the requirements of Transnet Freight Rail for the repair to access road to Bird Cage Hill RTO Site near Bethlehem in the Free State.

The details are as follow:

- Repairs to be done in concrete slabs of longitudinal lengths of 5m and reinforced with 8mm mesh,
- Total length 400m,
- On the sharp curve the width of the road is to be 4m over a length of 30m,
- Two transitional portions of 5m each should be constructed on either sides of the curved section with the width varying from 3m to 4m,
- The rest of the road that is 260m should be 3m wide,
- The slabs should be 200mm thick,
- The mesh to be inserted should be of 8mm high tensile mesh, ref 395

## 2.0 ACCESS ROAD LAYOUT



## 3.0 SPECIFICATIONS

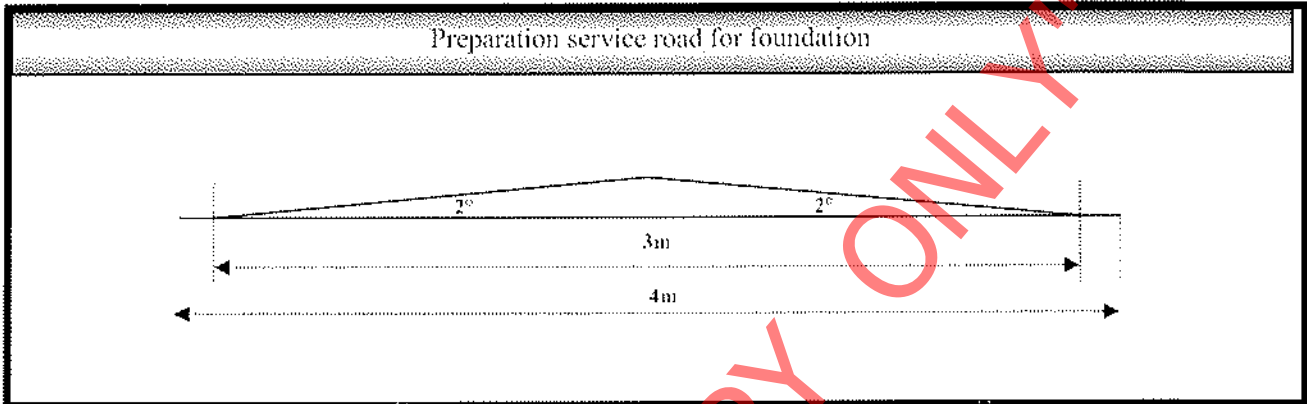
### 3.1 Preparation of service road for foundation

The subgrade should be cleared of bush and trees over the full width of the road prism. All vegetation matter and organic soil should be removed by grader or bulldozer from the road prism.

Any ruts or soft yielding patches that appear due to improper drainage conditions, traffic hauling or from any other cause, shall be corrected and the sub-grade dressed off parallel to finished profile.

Adequate subgrade compaction reduces the possibility of subgrade deformation and reduces the permeability and strengthens the subgrade. The subgrade should then be smoothed and shaped with a suitable cross-fall (about 2 per cent).

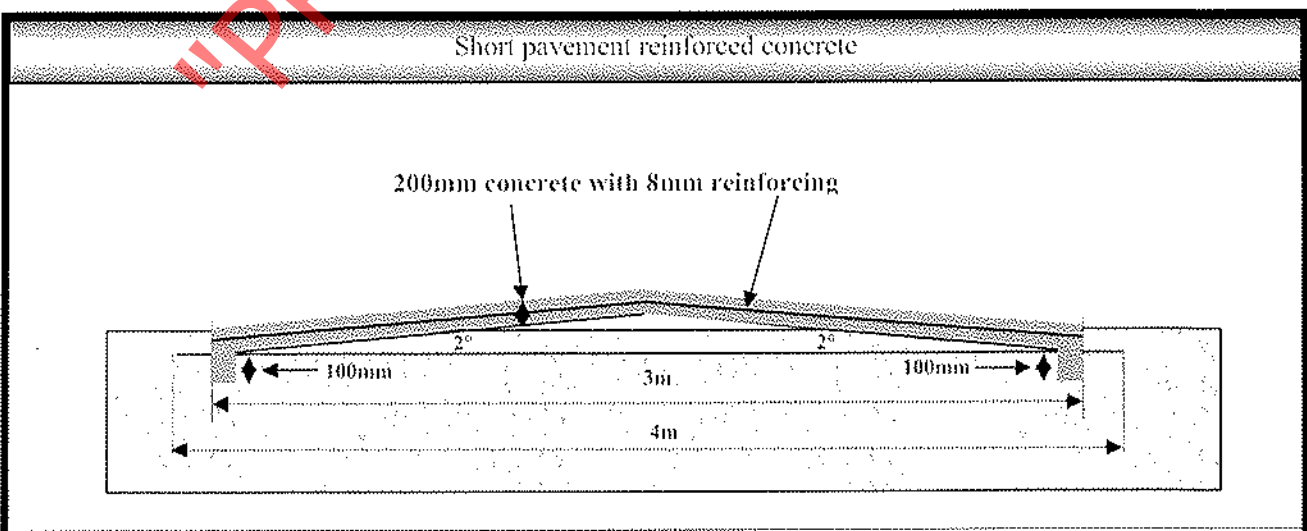
The sub grade shall be consolidated with a power road roller of minimum Bomag 90. The roller shall run over the sub grade till the soil is evenly and densely consolidated and behaves as an elastic mass (the roller shall pass a minimum of 5 runs on the sub grade, minimum 95% Mod AASHTO. All undulations (surfs, ripples, furrows, corrugations, etc.) in the surface that develop due to rolling shall be made good with fresh material or quarry spoils as the case may be and the sub grade is rerolled.



Surface Regularity: The finished surface shall be uniform and conform to the lines, grades and typical cross sections shown in the drawings. When tested with the template and straight edge, the variation shall be within the tolerances.

- 3.2 Plain concrete - short pavement slabs
- 3.2.1 Short pavement reinforced concrete

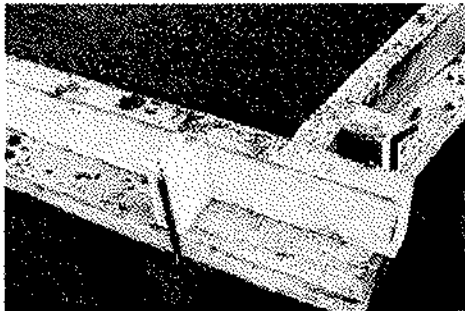
This type of pavement consists of successive slabs whose length is limited to about 25 times the slab thickness. Paving slabs may not be made longer than 5 m, even if the joints have dowels to transfer the loads. The movements as a result of fluctuations in temperature and humidity are concentrated in the joints. These joints must be sealed (Sika seal or equivalent product) to prevent water from penetrating the road structure. The width of the pavement slabs is limited to a maximum of 3m and 4m as indicated under point 2 above.



### 3.3 Fixed-form concrete paving

#### 3.3.1. Setting up the side forms

In order to place the side forms properly the alignment of the road has to be staked out carefully. This is usually accomplished by driving iron rods firmly into the subgrade soil or the base at a spacing of maximum 5 m. After the elevations corresponding to the top of the forms have been marked on the rods, they are connected with a stringline that represents the top of the forms. The form sections have to be properly supported on the base at all points. The inner surfaces of the forms shall be installed vertically and on line. In curved areas shorter or bent form sections are used, so as to better match the alignment of the curve.



After the form sections have been properly aligned over a certain distance, they are secured by means of stakes. As the side forms serve as the reference for guiding the vibratory screed, the tolerances for the evenness shall not be exceeded. To accurately place the forms, a rigid template having the same width as the concrete pavement must be available on site, so that it can be checked at any time whether or not the form sections are set up parallel.

The inside surface of the forms should be cleaned and oiled or coated with a form release product, to prevent palling when the forms are stripped and to facilitate cleaning of the formwork elements before they are used again.

It must always be avoided that water is sucked from the cement paste into the substructure or the base. This can be accomplished by either moderately moistening the subgrade, or by applying a plastic sheet on the substructure of the pavement. The latter work must be done with care, to prevent the sheet from tearing or being pulled loose by the wind.

The contractor can use any type of form work, preferable steel formwork that bolted together.

### 3.3 Concrete Mix

Concrete material shall be proportioned in strict accordance with the chosen mix design. All concrete shall have a minimum characteristic strength of 25 MPa at 28 days. The concrete mix must satisfy a slump test prior to casting (Slump to be between 50 mm and 100 mm) if hand-placed. The mixing output capacity must be equal the rate of concreting. Mix method adopted must ensure a uniform distribution of materials throughout the concrete before placement. The mixing method must also ensure that the concrete remain free from contamination during the mixing process

### 3.4 Transport and Placement

The method of transport shall ensure that no segregation and loss of any ingredients occurs during transportation. Concrete shall be placed within one hour after discharge from the mixer. All excavated surfaces in direct contact with the wet concrete shall be dampened before concreting takes place. Concrete shall be placed as close to its final position as possible, further placement shall be carried out by shovel and under no circumstances shall

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the concrete be flowed into position with a vibrator.

### 3.5 **Compaction**

After placement, concrete to be compacted by means of a mechanical poker vibrator. A backup poker vibrator will be available on site during concreting. Concrete shall be compacted from the bottom up and ensure that the concrete is fully compacted and free from voids and honeycombing.

### 3.6 **Concrete finish**

The form work finish for any exposed concrete surface (I.E above ground level and 100mm below ground level) shall be smooth and free of honeycombing and imperfections. All exposed concrete edges shall be finished with an edging tool. The concrete surface shall be a level, with a ripple effect to ensure good vehicle tracking especially where the incline is high.

### 3.7 **Concrete curing**

Shuttering shall not be removed before 18 hours after the last concrete has been poured in normal weather and not before 36 hours have passed in cold weather with ambient temperatures under 10 degrees Celsius. All exposed concrete surface will be protected against contamination and drying out for a period of 7 days after casting. Various methods of curing can be used by the contractor, these include:

- i) Ponding of concrete surface with water (not to be used under cold weather conditions).
- ii) Protection by plastic sheeting or any other moisture retaining materials.
- iii) Use of an approved curing compound applied in accordance with manufacturer's specification.

### 3.8 **Reinforcement steel in concrete**

Concrete reinforcing 8mm high tensile mesh, ref 395, should be placed over the whole area of the hole and suspended approximately 40mm from the bottom of the base of the road. Little pre-cast concrete cubes of size 50x50x50mm should be used and placed on a grid of 300mmx300mm underneath nodal points of the wire mesh. These cubes should be fastened to the mesh with protruding binding wire which is cast into the cubes. Special care should be taken to prevent the mesh from being forced downwards during the casting process. The concrete reinforcing shall be sized, cut, bent, placed and fixed in accordance with the drawing and SANS 282. The steel grade must be in accordance with that specified on the foundation drawing. Reinforcing wire mesh shall be securely fixed to ensure that the wire mesh is not displaced during concreting (Secured at each intersection). All reinforcing wire mesh shall be clean of loose rust, dirt and any grease/oils which may reduce the bond strength between the bar and concrete. Reinforcing bars shall have a minimum concrete cover of 50mm.

### 3.9 **Concrete strength**

A "Schmidt Hammer" tests will be used to obtain an indication of insitu concrete strengths. Where these results indicate low strength concrete cores must be called for. Concrete core testing shall be carried out in accordance with SANS 0100-2:1992 or any other approved specification. If cores are taken and the test results indicate failure the cost of the core sampling and testing shall be at the expense of the contractor.

### 3.10 **PROTECTION OF THE CONCRETE**

#### 3.10.1 **Protection against drying out**

The quality of hardened concrete, and in particular, the durability of the surface, depends directly on the protection of the fresh concrete against drying out. It is detrimental both to the strength and to the shrinkage (risk of cracks forming) and also to the durability when the fresh concrete loses water. As a result of their large exposed areas, pavements are greatly subjected to drying out. E.g. at an ambient temperature of 20°C, a relative humidity of 60 %, a temperature of the concrete of 25°C and a wind speed of 25 km/h, 1



litre of water will evaporate every hour from every m<sup>2</sup> of pavement surface. Note that the upper surface layer (a few cm thick) of the concrete only contains about 4 litres of water per m<sup>2</sup>.

A curing compound is usually used to protect road concrete against drying out. This coating is sprayed on the concrete top surface and on the vertical surfaces immediately after the paving train has passed and, if applicable, after the concrete surface has been broomed and rippled.

In case of an exposed aggregate finish, the setting retarder must also have the property that it protects the concrete against drying out. If not, the concrete must be covered with a plastic sheet as soon as the setting retarder is applied. As stated above, subsequent to the removal of the skin of concrete mortar, the concrete is protected against drying out a second time by spraying a curing compound or by covering the surface with a plastic sheet. The latter method is particularly used in urban areas on coloured exposed aggregate concrete.

The curing compound has to be applied at a rate of at least 200 g/m<sup>2</sup> and its effectiveness coefficient shall be greater than 80%. Curing compounds are pigmented white or have a metallic gloss so as to better reflect sunlight which limits the warming up of the concrete.

#### 3.10.2. **Protection against rain**

Concreting is stopped if it rains. Furthermore, the necessary measures have to be taken to prevent that the concrete surface is washed out by rain. This applies both to freshly spread concrete that has not been compacted yet and to smoothed concrete. Plastic sheets [44] or mobile shelters are suitable means of protection.

#### 3.10.3. **Protection against frost**

When concrete is placed in cold weather (see also 3.12.1) the pavement surface has to be effectively protected against frost in such a way that the temperature at the surface of the concrete does not drop below + 1 °C for 72 hours after placement. This protection can consist of, for example, non-woven geotextile or polystyrene foam plates with ballast [45].

#### 3.10.4. **Protection against mechanical influences (traffic signposting)**

Every necessary measure shall be taken to protect the fresh concrete from damage due to all kinds of mechanical influences (cars, bicycles, pedestrians, animals, etc.). In urban areas these measures are even more necessary.

### 3.11 **SPECIAL MEASURES**

#### 3.11.1 **Workability period**

It must always be ensured that the concrete is processed as quickly as possible, certainly within 2 hours after batching including the surface treatment and the protection measures. In hot, dry weather an even shorter workability time has to be observed (maximum 90 minutes).

Unless special precautions are taken that have been approved by the manager of the works, concrete can only be laid if the air temperature at 1.5 m above ground under thermometer shelter does not exceed 25°C (see also 3.12.2).

Furthermore, all necessary measures shall be taken to keep the water content of the concrete as constant as possible from the time of batching until completion of the placement.

#### 3.11.2. **Paving interruptions**

Whenever the supply of concrete is interrupted, the driver supervisor shall immediately take the necessary measures to lower the speed of the process of the laying the cement and to ensure that the process stops as little as possible.

For a short interruption, the machine should be stopped before the deposited concrete in the vibrating chamber has dropped to such a level that the vibrators become visible. If the supply is interrupted for more than 60 minutes (45 min. in hot weather), a construction joint has to be made.

Upon a long-lasting defect of the paving equipment, the supply of fresh concrete has to be stopped immediately and an attempt must be made to complete the current paving phase. If the circumstances and the elapsed workability time no longer make a proper completion possible, the concrete, that has been deposited but not yet finished, has to be removed.

To achieve a continuous profile, particular care is taken of the execution of the construction joints, both at the end of the day and every time work is resumed. The concrete is compacted preferably with a separate vibrating needle before the paving machine is passing in order to obtain properly compacted concrete on both sides of the joint.

### 3.11.3. Placement of concrete on a slope

When placing concrete on a slope of less than 4 % it is recommended to work uphill, in order to prevent tension cracks at the surface [48]. Furthermore, the consistency of the concrete and the working speed of the paver have to be adapted to the working conditions.

However, if the longitudinal slope is more than 4 %, unevenness can occur as concrete falls back when the machines have passed. In that case a suitable composition of the concrete mix has to be realized and it is recommended to work downhill [49]. It must be ensured that enough concrete is deposited in front of the paving machine to prevent the concrete from sliding down.

## 3.12. Special weather conditions

### 3.12.1. Concrete paving in cold weather

When placing concrete in cold weather the setting and hardening time of the concrete increases due to the slower hydration of the cement. Concrete pavement can only be laid if the air temperature measured at 8 o'clock in the morning at 1.5 m above ground under thermometer shelter, has reached at least + 1°C and if, during the night, the temperature has not dropped below - 3°C.

If circumstances so justify or require, the concrete placement can be continued at low temperatures provided additional precautions are taken to prevent frost damage, e.g.:

- addition to the concrete mix of a setting accelerator such as dissolved calcium chloride (except for reinforced concrete), at a rate of no more than 2 mass-% of the cement;
- improved protection of the pavement during the first days, by placing an insulating material on the surface.

### 3.12.2. Concrete paving in hot and/or dry weather

#### 3.12.2.1 Hot and/or dry weather can have two adverse effects:

- faster drying out of the concrete, which is accompanied by shrinkage deformation (cracks forming due to plastic shrinkage);
- thermal deformations as a result of the concrete mass heating up.

At air temperatures above 25°C, or at a relative humidity below 50 %, special measures have to be taken to protect the fresh concrete against drying out and being warmed up by the sun:

- apply additional curing compound to the fresh concrete;
- moisten the concrete as soon as it has hardened sufficiently.

Other measures, having the same purpose, can also be considered, e.g.:

- sprinkling the foundation just before the concrete is deposited;

- adding a setting retarder to the concrete mix;

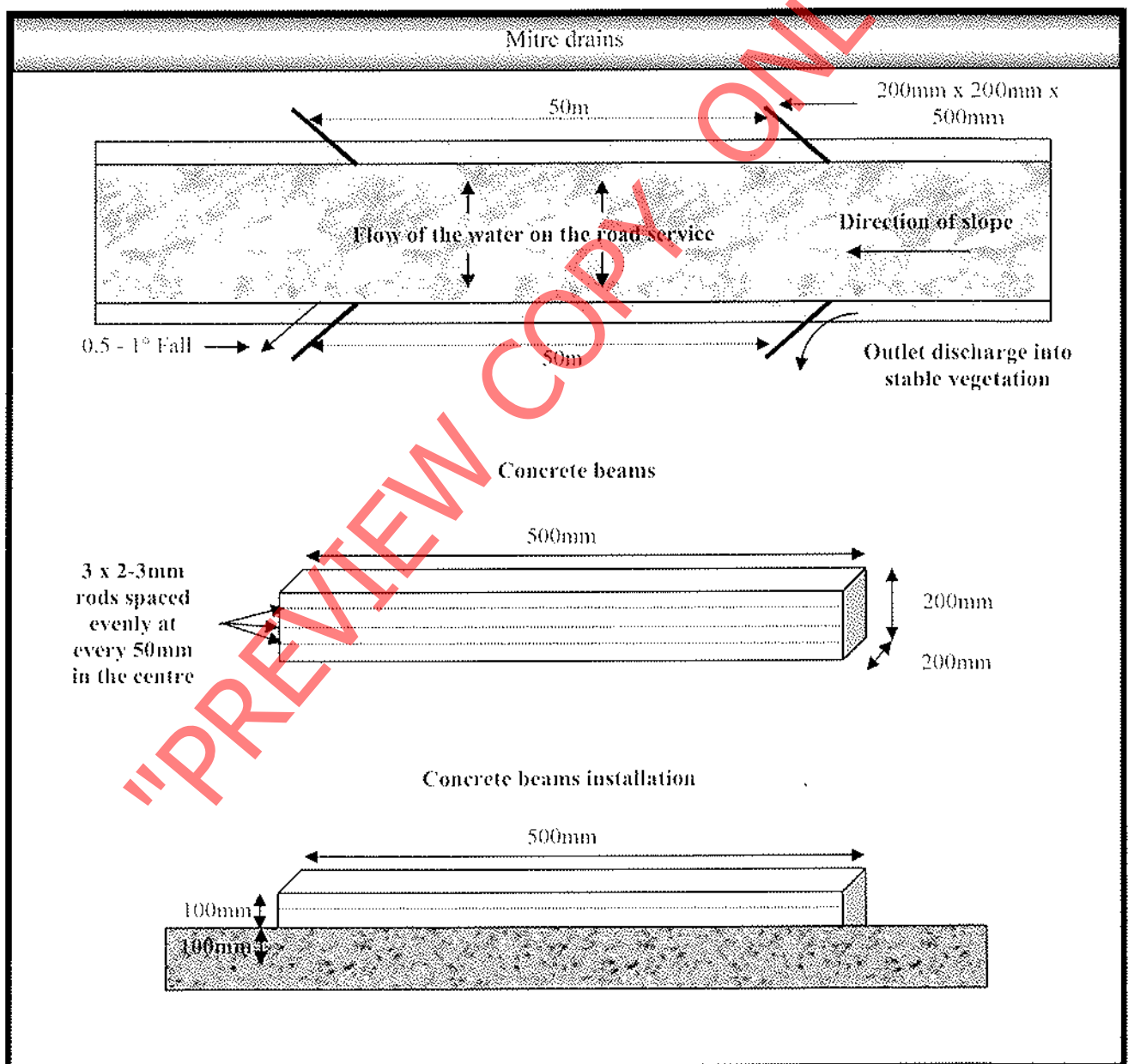
### 3.13 DRAINAGE

#### 3.13.1 Side drainage - Mitre

Water should be taken off road shoulders at regular intervals of 50m using mitre (offshoot) drains. Mitre drains take runoff out directly off the road shoulders where table drains are absent. These drains dispose of water in areas away from the road.

To minimise erosion the slope should be no greater than 0.5% on erodible soils or 1% on stable soils. The mitre shall be planted at a depth of 100mm.

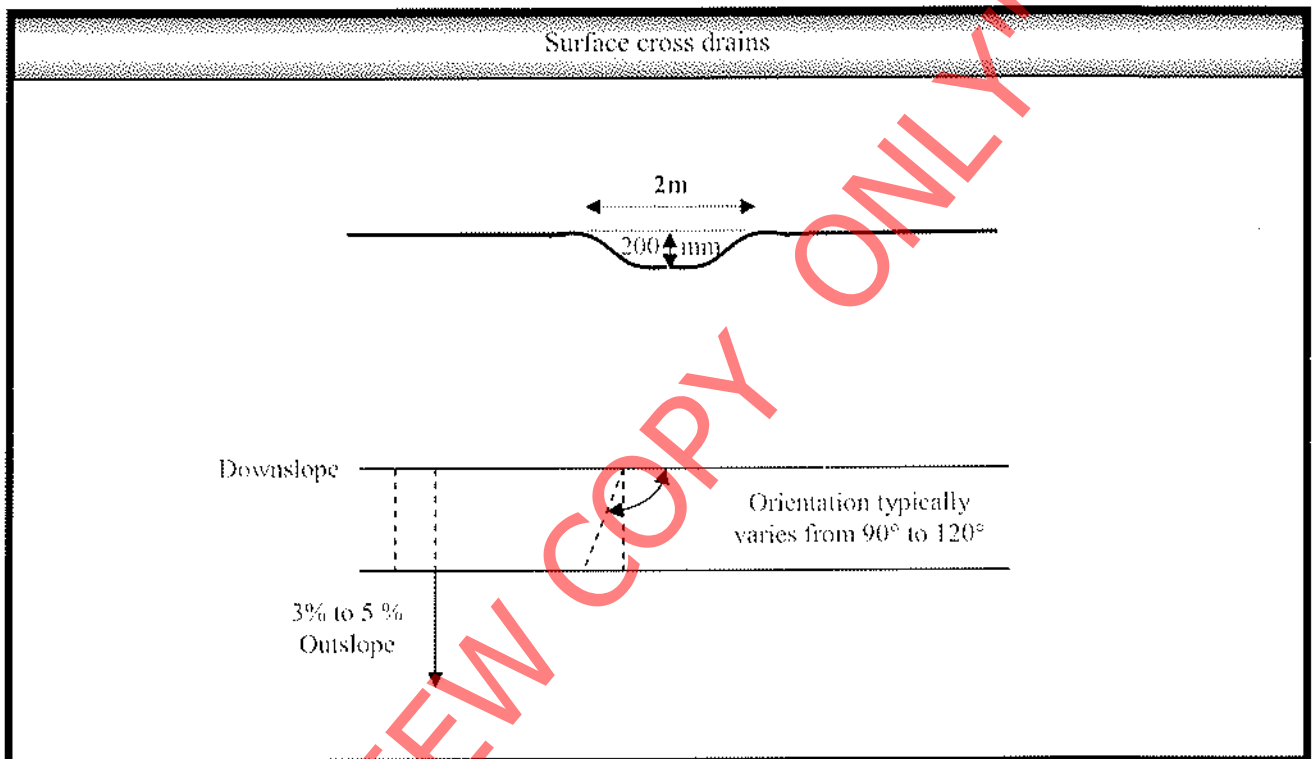
The mitre concrete beams shall have a minimum characteristic strength of 25 MPa at 28 days. The dimensions of the concrete beams shall 200 h x 200 w x 500 l, with 3 x 2-3mm rods spaced evenly at every 50mm in the centre of the beam.



### 3.14 CROSS DRAINS

#### 3.14 Surface cross drains

Six areas of cut slope instability, or erodible ditches, were identified, that will be marked during the site inspection where surface cross drainage must be constructed that will result in less erosion and disturbance to the surrounding watershed. The surface cross drains will also reduce the need for maintaining the roadway surface accompanied by its associated sediment pulse-by reducing ponding and erosion caused by concentrated surface flow. In summary, surface cross drains can provide effective cross drainage, while reducing the risk associated with plugged ditch relief culvert inlets, which can divert water over the road in unplanned or undesirable locations.



### 3.15 OPENING TO TRAFFIC

Usually, a concrete pavement is only opened to traffic 7 days after the concrete has been laid and after, in the presence of all parties, any possible cracks have been recorded. A concrete pavement of less than 7 days old can be opened to traffic if the contractor provides proof that the concrete has reached the minimum compressive strength stipulated in the specifications.

It is pointless to talk about quality if not all employees, each at his own level, make a special effort to understand the rules of good practice upgrade their know-how and act accordingly.

## 4 THE SITE

Access to the sites will be via Dihlabeng Municipality service road (Marinus Jonker – Tel: 058 303 5732, Ext 2252).

The contractor's supervisor will be responsible for access control during the contract. The Project Manager / Technical officer will be responsible to inform the landlord and co-locators of the start date and completion dates of the activities via Nick Coetzer, E-Mail [Nick.Coetzer@transnet.net](mailto:Nick.Coetzer@transnet.net), Tel no 011 583 0257, Cell 083 286 5327.

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No open fires will be allowed. No alcohol will be allowed

The repairs of any damages to the Dhlabeng Municipality service road, Eskom power lines and Telkom will be for the Contractors account. The Contractor must arrange for the damage to be repaired within one day. Alternatively these costs will be deducted from the tendered amount, and Transnet will arrange for the repair of the damage.

## **5 TO BE SUPPLIED BY TRANSNET**

- 5.1 Identify and indicate all underground cable routes to the contractor before the commencement of the work.
- 5.2 Induction Training will be arranged before the entering of any worksite and the commencement of the work.
- 5.3 Site Access Certificate.

## **6. TO BE SUPPLIED BY THE CONTRACTOR**

- 6.1 The tenderer must provide with his tender a detailed plan and procedure of the proposed best technical and economical solution and this plan must be executed
- 6.2 The Contractor must provide CIDB rating.
- 6.2 Information : The Contractor must provide Programme of work. How work is going to be executed and commissioned.
- 6.3 Relevant PPE, all labour, material, equipment, machinery, plant, tools vehicles, bags, fuel etc.to be used for the execution of the work shall be supplied by the contractor and shall conform to Transnet Freight Rail specifications and adhere to the safety rules and regulations of Act 85.
- 6.4 The Contractor shall supply and have available on the site at all times two A4 size triplicate carbon copy books. In one book, site instructions will be recorded. The other book shall be used by the contractor as a diary for recording day by day the state of the weather, the work done each day and full details of any circumstance which may affect the progress of the work. The original sheet of each set of three pages will be removed from both books and retained by the Technical Officer. The Contractor may remove the second sheet but the third sheet shall be retained on the site until completion of the work, when it shall be handed over to the Technical Officer.
- 6.2 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment.
- 6.5. The contractor must be available for work from 07:00 to 16:30, Monday to Friday.
- 6.6. All workers are to wear related PPE (Reflective vest alongside the railway lines).

## **7. PROGRAM FOR THE EXECUTION OF THE WORK**

- 7.1 The contract must commence within 14 calendar days after notification of the award of the contract and the works must be completed on or before 4 weeks after commencement date.
- 7.2 The contractor will supply the Project Manager with a bar chart of the sequence of activities.

## **8. SAFETY**

- 8.1 The Contractor shall comply with requirements of safety legislation and regulations in all

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respects. The contractor shall in particular comply with the following Acts:

- 8.1.1 The Compensation for Occupational Injuries and Diseases Act, No.130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- 8.1.2 The Occupational Health and Safety Act, 1993 (Act 85 of 1993).
- 8.1.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
- 8.1.4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor
- 8.1.5 The Contractor is reminded that working adjacent to railway lines is extremely hazardous and has to be treated as such. The Contractor is responsible to make sure that no workers and equipment are within 3 meters of the railway line. The Contractor is not allowed to work within 3 meters of any high voltage, with ladders or any other equipment. The Contractor must make sure that all workers are equipped with luminous vests or jackets and safety boots or shoes. See attached E 7.1 specifications for works on, over, under or adjacent to railway lines and near high voltage equipment. The Contractor must also inform the people under his control not to use objects like sticks, poles, etc. to remove nests or any other objects from high- voltage equipment.
- 8.2 In addition to compliance with clause 8.1.4 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence
- 8.3 All reasonable steps to effectively prevent the occurrence of veldt fires shall be required from the Contractor. Such fire fighting equipment and resources deemed necessary to effectively fight any veldt fire, which may occur as a result of the work, shall be required at each relay site and shall form part of this contract. The cost to provide such fire fighting equipment and resources shall be deemed to be included in the rates tendered and no separate payment shall be made for this. Open fires are not allowed on site. Any claims due to fire caused by Contractor will be for his account.
- 8.4 The contractor will ensure that a competent supervisor will oversee the safe running and completion of the works and related activities.
- 8.5 The contractor will issue all workers employed by him with the necessary protection clothing and PPE applicable to the type of work being performed.
- 8.6 No separate payment shall be made for the safety measures and the costs hereof will be deemed to be included in the rates tendered.
- 8.7 It is further required of the Contractor to submit to the Project Manager a Safety Plan and Risk Assessment covering all the aspects of safety on site and safe working methods within 1 (One) calendar week of receiving his letter of appointment.

## 9. INSURANCE OF WORKS

- 9.1 The Contractor shall take every precaution to protect the Works against damage of any kind and not to cause damage to property or injury to any person as a result of his execution of the works.
- 9.2 The Contractor shall, in his own interests, obtain insurance of his own site establishment, materials, plant, equipment, tools, his motor vehicles and the common law liabilities of the Contractor as an employer.
- 9.3 Transnet Freight Rail shall in his own interest obtain Public Liability Insurance.

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**10. PENALTIES**

A penalty of R500.00 per working day will be charged for late completion. If the tenderer fails to complete the work, and does not ask for extension for this period from the Project Manager, this tender shall be sub-contracted, and the cost will be for the contractor's own account.

**11. FINAL INSPECTION OF THE WORK**

Inspection of the work will be done within seven working days after the Contractor has notified the Project Manager of Transnet in writing that the work has been completed. If the work is found to be satisfactory, a Certificate of Completion will be issued and the Contract will be considered completed. If the work is found to be satisfactory, the Contractor will be allowed to submit a tax invoice together with the job order.

**12. MEASUREMENT AND PAYMENT**

Payment will be processed after the successful completion of a site. It is the duty of the contractor to send a copy of the handover certificate that has been certified as correct by the Engineer, the invoice together with the relevant pages of the site diary, to the office of the Depot Engineer for payment to be made.

No payment will be made for work not complying with the Technical Specifications of this document

**13. TEMPORARY CAMPS**

No campsites or accommodation will be available to the Contractor at the site. The Contractor must arrange for all facilities needed and these costs must be included in the tender price.

**14. POLLUTION PREVENTION AND ENVIRONMENTAL AWARENESS**

According to the Environmental Management System of the Bloemfontein depot, pollution must be prevented as far as possible and where pollution occurs due to the negligence of the contractor, he/she will be responsible for corrective actions or he/she will be held liable for corrective actions required.

**15. SITE INSPECTION / BRIEFING MEETING**

A site meeting and inspection will be conducted at the site or a briefing meeting on ????????? 2012 at 09:00. The Project Manager will be Mr. Hennie Kruger Tel 051 408 2535, Cell 083 461 4184 and the Technical Officer for this contract will be Mr Nick Pike (083 456 2451) and he can be contacted in this regard.

**16. PROTECTION OF WORKPLACES**

The contractor will make his/her own arrangements for the safety of his/her staff, equipment, plant and material.

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17. **PROJECT CONTACT DETAILS**

Civil Engineer - Sam van der Walt, Tel 051 408 3370, Cell 083 400 7755

Project Owner - Sam van der Walt, Tel 051 408 3370, Cell 083 400 7755

Project Sponsor - Sam van der Walt, Tel 051 408 3370, Cell 083 400 7755

Project Manager - Gomotso Maaroganye, Tel 051 408 3073, Cell 083 280 2213

Project Manager Deputy – Nick Pike, Tel: 056 268 2201, Cell 083 456 2451

Contract Administrator – Roger Richter Tel 051 408 2737, Cell 083 409 6433

Supply Chain Services – Jakkie Kotze Tel 051 408 2328, Cell 083 455 6477

QA Officer - Nick Pike, Tel: 056 268 2201, Cell 083 456 2451

QA Officer - Dhlabeng Municipality Marinus Jonker – Tel: 058 303 5732, Ext 2252

Technical Officer - Nick Pike, Tel: 056 268 2201, Cell 083 456 2451

Technical Officer - Dhlabeng Municipality Marinus Jonker – Tel: 058 303 5732, Ext 2252

Technical Officer Deputy 1 - Mark Hamilton, Tel 056 268 2098, Cell 083 390 2144

Technical Officer Deputy 2 – Gary Olander, Tel 056 268 2098, Cell 083 384 1899

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Take Muller Street (One way) R26 (N5) until it skew T with Gedenk Street. Turn left in Gedenk Street and proceed to the circle. Take the first one to the left Barry de Kok Avenue and proceed until the stop street crossing with Alex Paxinos Street. Cross Alex Paxinos Street, go straight over for 10 meters and turn left on the gravel road. Proceed with the gravel road for 400m and it will turn sharp to the right proceed for 400m and take the first turn off to the left, just before the cement road start. Proceed 100m to the site; the site is on your right hand side at the end of the road.



**ANNEXURE 2****TRANSNET SOC LIMITED**

(Registration no. 1990/000900//30)

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

- 1.1 The Contractor and Transnet 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 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 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**

- 6.1.1 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.

"PREVIEW COPY ONLY"

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

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

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

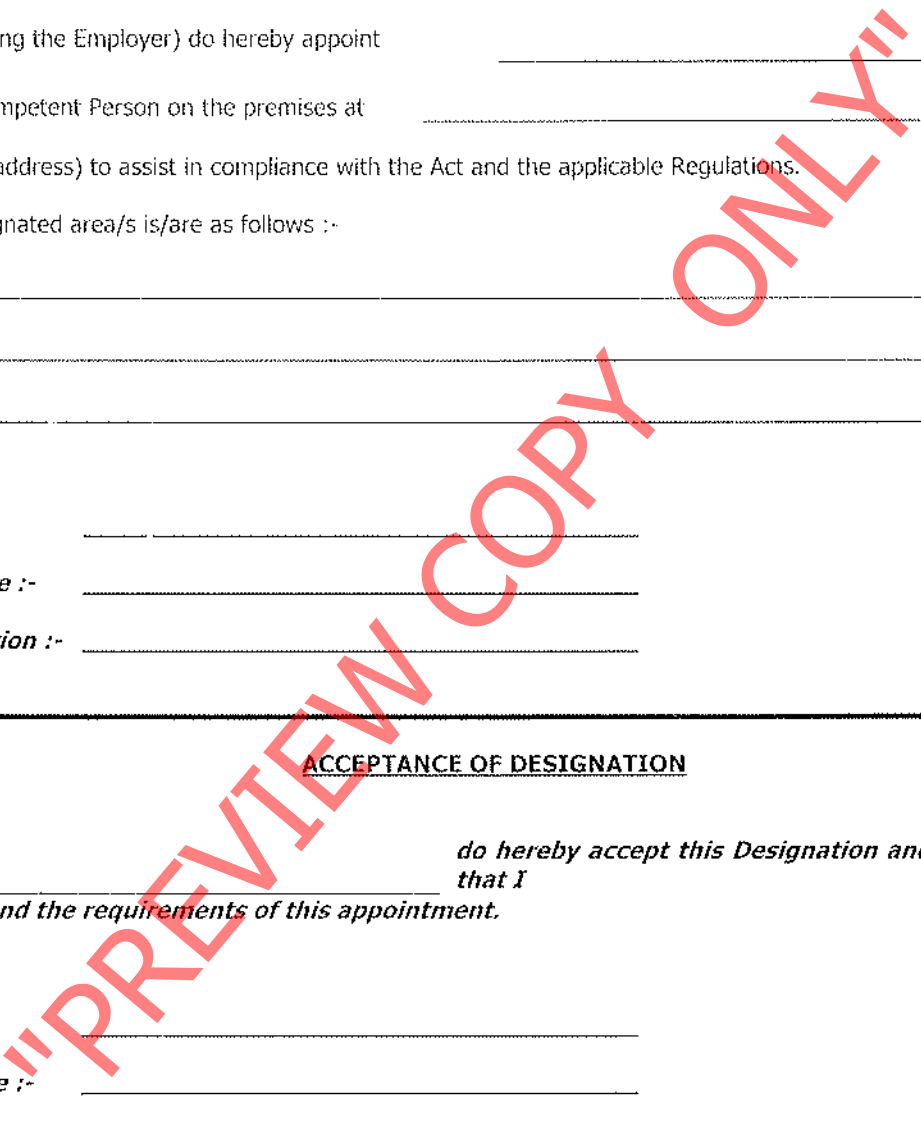
**ACCEPTANCE OF DESIGNATION**

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