



**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/52602**

**DESCRIPTION: REPLACING OF KILOMETRE POSTS FROM VIERFONTEIN TO ROOIBLOM**

**PERIOD: APPROX. 1 - 2 MONTHS**

**LOCATION: VIERFONTEIN TO ROOIBLOM**

**ISSUE DATE: 28 October 2013**

**CLOSING DATE: 26 November 2013**

**CLOSING TIME: 10:00**

**COMPULSARY SITE BRIEFING**

**Date : 14 November 2013**

**Time : 10H00**

**Venue : Nathan Street Rail Network (Infrastructure) Bloemfontein**

**ANNEXURE A : SPECIFICATIONS**

**ANNEXURE B : SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE**



## SCHEDULE OF DOCUMENTS

SECTION 1	:	NOTICE TO BIDDERS	PAGE 3 - 11
SECTION 2	:	QUOTATION FORM	PAGE 12 - 13
SECTION 3	:	STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET	PAGE 14 - 18
SECTION 5	:	CERTIFICATE OF ATTENDANCE	PAGE 19
SECTION 6	:	ACKNOWLEDGEMENT	PAGE 20
SECTION 7	:	VENDOR APPLICATION	PAGE 21 - 22

**"PREVIEW COPY ONLY"**

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

Quotations are requested from interested persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the above-mentioned requirement to Transnet.

**On or after 28 October 2013 RFQ documents may be inspected at, and are obtainable from the Regional Supply Chain Office, 1<sup>st</sup> Floor, Room 101, Transnet Engineering Building , Transnet Road Bloemfontein**

Arrangements for the collection of the RFQ documents can be made with Mr. Jakkie Kotze on telephone number 051 – 408 2328 mobile 083 455 6477 or email: Jakkie.kotze@transnet.net

No RFQ/tender fee is applicable and will be issued "**FREE OF CHARGE**" to all respondents.

**A compulsory information briefing session and site visit will be conducted on 14 November 2013. Attendance is compulsory and failure to attend will disqualify submissions from evaluation.** The compulsory information briefing session and site visit will be conducted over a period of + - 2 hours.

**The compulsory information briefing session will start punctually at 10H00 and Respondents must please ensure that they arrive on time to prevent any delays.**

**Details of the compulsory information briefing session & site visit:**

**Date: 14 November 2013**  
**Venue: Rail Network (Infrastructure) Building**  
**Nathan Street**  
**Bloemfontein**

**Time: 10:00**

**For directions, Mr. Jakkie Kotze may be contacted on telephone: 051 – 408 2328 mobile 083 455 6477**

The above-mentioned session are to be used as an opportunity for the attendees to familiarise themselves with the scope of the requirements and furthermore for bidders to pose and for TFR to respond in terms of "questions and answers". It is hence required that prospective bidders are fully familiar with the entire tender pack prior to attending these sessions. All respondents are to provide their own transportation and accommodation to and from the abovementioned session and will be for their own expense. Transnet will not provide transport in any form.

---

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted in a sealed envelope which must have inscribed on the outside:

**RFQ No : BFX/52602**  
**Description : Replacing kilometre post Vierfontein Rooiblom**  
**Closing date and time : 26 November 2013 at 10h00**

**Delivery details are as follows:**

**METHOD: By Hand or 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. The original signed RFQ will serve as the legal binding document and no copies will be accepted for evaluation purposes.

**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 if the lowest acceptable bid is greater than Thirty Thousand rand (R 30 000.00).
- 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 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 canceled.

In compliance with the Government Gazette No 34612, Notice No. 54 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 17 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 The Secretariat of the Acquisition Council, Admin Support Office, Ronelle Blom, 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:

- Phase 1: Administrative responsiveness - Completeness of response and returnable documents
- Phase 2: Weighted evaluation based on 80/20 preference point system:
  - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical

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

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

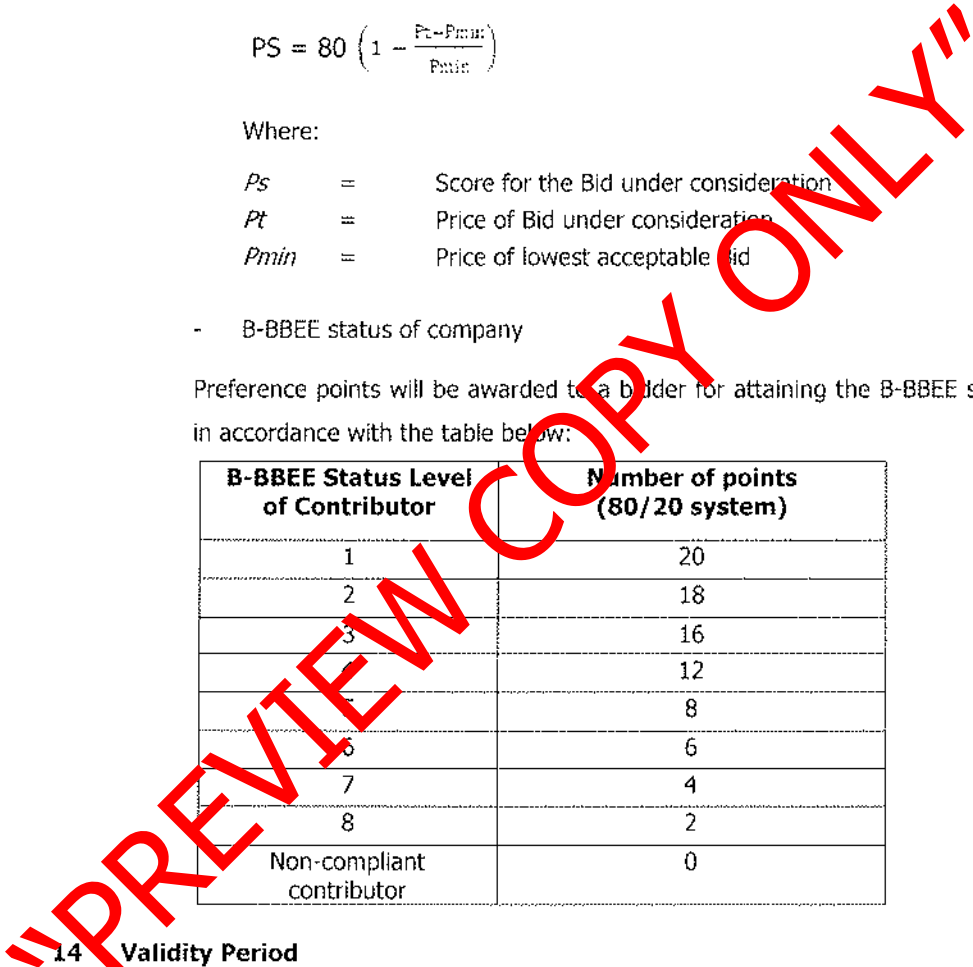
Where:

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

- B-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:

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**

\_\_\_\_\_

<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.



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

**16 Company Details**

Companies Trading Name \_\_\_\_\_  
Registration number of company / C.C. \_\_\_\_\_  
Registered name of company / C.C. \_\_\_\_\_  
Name of respondent \_\_\_\_\_  
Physical Address \_\_\_\_\_  
Respondents Contact Person: Name \_\_\_\_\_  
                                                          : Designation \_\_\_\_\_  
                                                          : Tel No. \_\_\_\_\_  
                                                          : Mobile No. \_\_\_\_\_  
                                                          : Fax No. \_\_\_\_\_  
                                                          : E-Mail \_\_\_\_\_  
Service Provider for legal Notices \_\_\_\_\_  
                                                          Fax No. \_\_\_\_\_

Disclosure of Prices Quoted  
Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents  
YES  NO

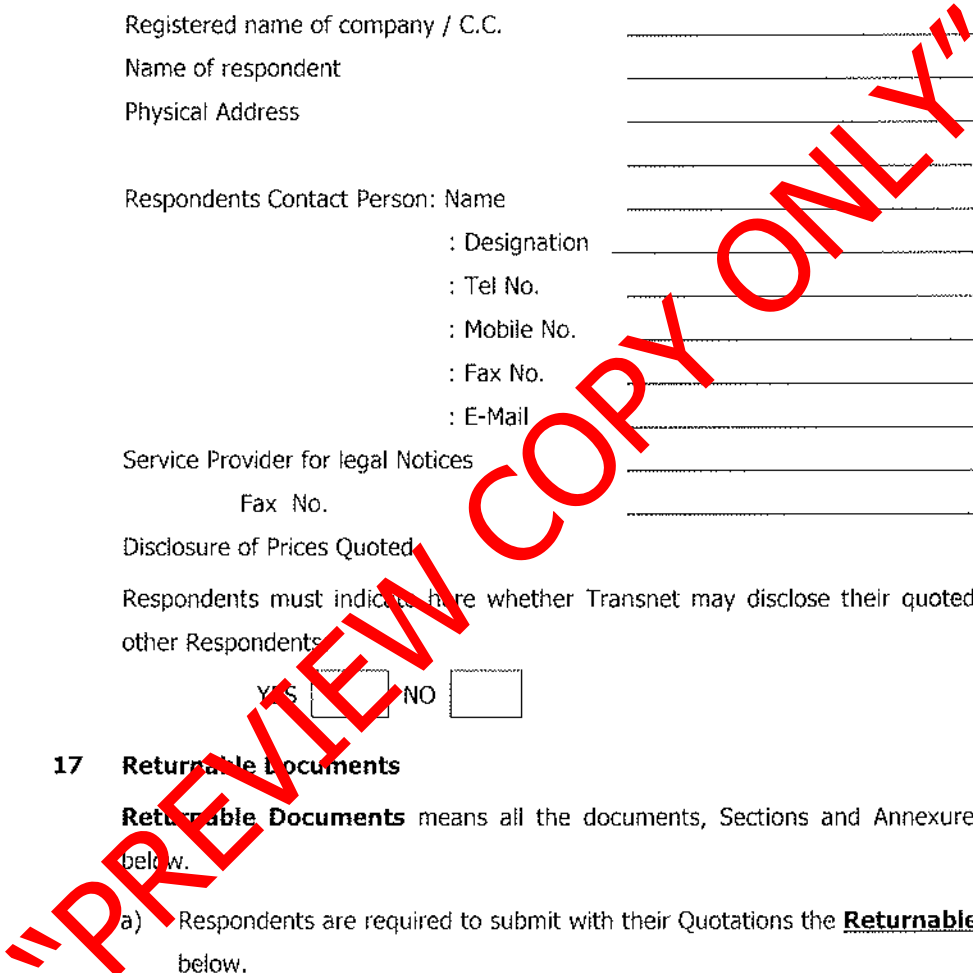
**17 Returnable Documents**

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

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

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

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



Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- 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	
SECTION 2 : Quotation Form	
SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4: Certificate of Attendance of RFQ Briefing Session	
SECTION 5: Acknowledgement	
SECTION 6: Vendor Application Form	
ANNEXURE A - Safety Arrangements and Procedural Compliance with the Occupational Health and safety Act; Act 85 of 1993 and Regulations	
LETTER OF GOOD STANDING ISSUED BY COMPENSATION COMMISSIONER OR THE FEDERATED EMPLOYER'S MUTUAL ASSURANCE COMPANY LIMITED (FEM)	
ORIGINAL TAX CLEARANCE CERTIFICATE	

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels

Name of Company	Contact Person	Telephone number

.....  
Respondent's Signature

.....  
Date & Company Stamp

Respondents to complete this section:

NAME OF RESPONDENT .....	
PHYSICAL ADDRESS .....	
.....	
Respondent's contact person:	Name .....
	Designation .....
	Telephone .....
	Cell Phone .....
	Facsimile .....
	E-mail .....
	Website .....

**"PREVIEW COPY ONLY"**

.....  
Respondent's Signature

.....  
Date & Company Stamp

**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 service required, on a "delivered nominated destination" basis, excluding VAT:

**SCHEDULE OF QUANTITIES AND PRICES**

Item	Description	Unit	Quantity	Rate	Amount (Excluding Vat)
1.	Prepare, transport and install Concrete sleeper Km posts.	Each	161		
2.	Prepare, transport and install Concrete sleeper IM2000 Km reset posts.	Each	8		
3.	IM 2000 Begin – End Posts	Each	4		
	<b>TOTAL ( EXCLUDING VAT )</b>				

**Time period to complete the required work:** \_\_\_\_\_ [days/weeks/months]

Respondent's Signature

Date & Company Stamp

**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
- d) All prices must be inclusive of all labour costs, travelling & accommodation costs if any, consumables, etc.

**"PREVIEW COPY ONLY"**

### Section 3

#### STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

#### 1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [Terms and each Term] and Transnet's purchase order(s) [Order or Orders] represent the only conditions upon which Transnet SOC Ltd [Transnet] procures goods or services specified in the Order [collectively, the Product] from the person to whom the Order is addressed [the Supplier]. Transnet does not accept any other conditions which the Supplier may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

#### 2 CONFORMITY WITH ORDER

Products shall conform strictly with the Order. The Supplier shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier warrants that the Products shall be fit for their purpose and of satisfactory quality.

#### 3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's obligations under the Order.
- 3.2 The Supplier will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 Risk of loss or damage to Products shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Products has been effected.
- 3.4 If on delivery, the Products do not conform to the Order, Transnet may reject the Products and the Supplier shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products at the Supplier's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

#### 4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Products shall be made by Transnet against an original undisputed invoice(s) [a **Tax Invoice**], supporting documentation and month-end statement from the Supplier. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier, taking into account any deduction or set-off and bank charges.

#### 5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products or any written material provided to Transnet relating to any Products or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier following a design process originated and furnished by Transnet. The Supplier shall either

- a) procure for Transnet the right to continue using the infringing Products; or
- b) modify or replace the Products so that they become non-infringing,

provided that in both cases the Products shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier may remove, with Transnet's prior written consent, such Products and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier shall have no liability in respect of any continued use of the infringing Products after Supplier's prior written request to remove the same.

#### 6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier and any information relating to Transnet's business which may have come into the Supplier's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

**7 DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS**

If the production or provision of any Products involves research and/or development which is wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

**8 PUBLICITY**

The Supplier shall not name Transnet or use its trademarks, service marks [whether registered or not] or Products in connection with any publicity without Transnet's prior written consent.

**9 AFTER SALES SERVICE**

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Products supplied for the duration of the warranty period, from delivery of any particular item of the Products and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Products, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Products at a level to be agreed with Transnet.

**10 TERMINATION OF ORDER**

10.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier, or when there is a change in control of the Supplier or the Supplier commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier when such work on the Order shall stop.

10.2 Transnet shall pay the Supplier a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier, at the time of termination, and the Supplier shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier under this clause will not in any event exceed the total amount that would have been payable to the Supplier had the Order not been terminated.

10.3 In the event of termination the Supplier must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.

10.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.



**11 ACCESS**

The Supplier shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's employees. The Supplier shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

**12 WARRANTY**

The Supplier warrants that it is competent to supply the Products in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the supply, manufacture and use of the Products in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kind incurred or made against Transnet in connection with any breach of this warranty.

**13 INSOLVENCY**

If the Supplier shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier compounds with its creditors or passes a resolution for the winding up or administration of the Supplier, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

**14 ASSIGNMENT**

The Supplier shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

**15 NOTICES**

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on a knowledge of receipt by the recipient.

**16 LAW**

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

**17 GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 12. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

**18 COUNTERPARTS**

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

**"PREVIEW COPY ONLY"**

Section 4

CERTIFICATE OF ATTENDANCE: INFORMATION BRIEFING SESSION & SITE VISIT

It is hereby certified that -

1. ....

2. ....

Representative(s) of .....

(name of company)

attended the site inspection / briefing session in respect of the proposed service to be rendered in terms of this RFQ on ..... 2013.

"PREVIEW COPY ONLY"

.....  
TRANSNET'S REPRESENTATIVE

.....  
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

.....  
Respondent's Signature

.....  
Date & Company Stamp

Section 5

ACKNOWLEDGEMENT

By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

.....  
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

REGISTERED NAME OF COMPANY: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Respondent's contact person: *[Please complete]*

Name :
Designation :
Telephone :
Cell Phone :
Facsimile :
Email :
Website :

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to TIP-OFFS ANONYMOUS: 0800 003 056

.....  
Respondent's Signature

.....  
Date & Company Stamp

## Section 6

## 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 (in 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**

.....  
Respondent's Signature

.....  
Date & Company Stamp

Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

## 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 & Company Stamp

ANNEXURE A

PROJECT SPECIFICATION

CONTRACT NUMBER: FS/INFRA/2013/56

REPLACING OF KILOMETER POSTS FROM VIERFONTEIN TO ROOIBLOM.

**1.0 SCOPE OF THE WORKS**

This contract covers the preparing, transporting and installing of Km posts (full plus half km) and IM2000 Km reset posts using good 2<sup>nd</sup> hand F4 concrete sleepers on the Vierfontein to Rooiblom line section. Below are the various sections and quantities where these posts are to be installed.

**VIERFONTEIN TO MIRAGE: (Km 0 to Km 20.5)**

Prepare and install Kilometer posts	42
Prepare and install IM2000 Reset Posts	2
Prepare and install IM 2000 Begin/End Posts	2

**MIRAGE TO BOTHAVILLE: (Km 21 to Km 37)**

Prepare and install Kilometer posts	33
Prepare and install IM2000 Reset Posts	2

**BOTHAVILLE TO SCHUTTESDRAAI: (Km 37 to Km 57.5)**

Prepare and install Kilometer posts	40
Prepare and install IM2000 Reset Posts	2

**SCHUTTESDRAAI TO GOLDEN FLEECE: (Km 57.5 to Km 64)**

Prepare and install Kilometer posts	13
Prepare and install IM2000 Reset Posts	0

**GOLDEN FLEECE TO SKOONSPRUIT: (Km 64 to Km 71)**

Prepare and install Kilometer posts	14
Prepare and install IM2000 Reset Posts	1

**SKOONSPRUIT TO ROOIBLOM : (Km 71 to Km 78.5)**

Prepare and install Kilometer posts	19
Prepare and install IM2000 Reset Posts	1
Prepare and install IM 2000 Begin/End Posts	2

**TOTAL Km posts to prepare and install** **161**

**TOTAL IM 2000 Reset posts to prepare and install** **8**

**TOTAL IM 2000 begin/end posts** **4**

**The work includes:**

- a. Cleaning the sleeper and removing the steel pin and plastic collar on the end which is to be prepared for the KM distance. If it cannot be removed, the projecting portions of the pin are to be cut off by a competent person using an angle grinder. The required number of sleepers will be available at the following stations: Vierfontein, Bothaville, Schuttesdraai, Golden Fleece, Skoonspruit and Rooiblom.

- b. Painting the good end of the sleeper for 1050mm from the end altogether with Bonding Liquid. When completely dry, the same entire area must be painted for 1000mm from the end of the sleeper with two coats of paint, using Plascon "Wall and All", color White. See Annexure 1
- c. Km distance and IM 2000 info posts lettering (100mm in height and 60mm wide with a thickness of 15mm ) to be painted (using a stencil) onto the white background using Plascon "Wall and All" color Black. See Annexure 2, 3 & 4. Km distances and IM 2000 info is to be painted on both faces.
- d. Transporting the prepared "Kilometer post" to correct position alongside the track.
- e. Digging a hole (0.8m deep by 500mm wide), place sleeper in hole at a distance of 3,5m from the centerline of track. The sleeper is to be supported in a vertical position. See Annexure 1
- f. Casting a lean concrete mix into the hole to act as a foundation.
- g. Work alongside track will be under the protection of a Sentinel. See clause 6 e.
- h. Each F4 concrete sleeper weighs  $\pm 232\text{kg}$ 's
- i. Where Kilometer pegs are missing, the Contractor will be shown by TFR where the position is on the track alongside which the relevant Km post is to be installed.

## 1.2 Specific requirements

- a. The risk associated with normal weather (rain, high or low rail temperature) is with the Contractor.
- b. Occupations will not be required. However it will be required of the Contractor, to, on a daily basis advise Track Warrant, Kroonstad, as to where the work will be done on a specific day. See Clause 13.
- c. The Contractor will provide all labour, tools, equipment, consumables and vehicles for the correct preparation, transporting and installing of the "Km Posts".
- d. Where there are existing KM posts, the concrete Km post is to be install "behind" the existing Km post. Where there is no Km post, the concrete Km post will be placed as required.

## 2.0 DEFINITIONS

For the purpose of this contract the definitions shall be amplified as follows: -

- a. Project Manager. The person or juristic person appointed by Transnet from time to time as the Project Manager, to administer the contract.
- b. Technical Officer. Any person appointed by the Project Manager to deputise for him in supervising and carrying out the contract.
- c. Normal Working Hours (NWH). A continuous shift of 9,0 hours out of every 24 hours for 5 consecutive days (Monday to Friday) out of every 7 days. The Technical Officer will determine the starting times, which may vary to suit seasonal changes.



d. Machinery. The machinery provided by the Contractor for executing the Work, complete with all fittings, accessories and ancillary equipment including trailers, caravans and spare parts, as may be required to comply with the Contract specifications.

e. TFR. Transnet Freight Rail

### **3. PRIORITIES AND ORDER OF WORK**

#### **3.1 Commencement and Duration of Contract**

The Contractor shall be given 60 working days to complete this contract. The start date will be 2 weeks after the date when the contract was adjudicated to the successful Tenderer.

##### **Production rate**

The Contractor shall be required to install and finalise 4 posts (Km or IM 2000 posts) per day.

#### **3.2 Track under construction**

a. The Contractor shall programme his work in such a manner that the whole operation is done whilst trains are moving at infrequent times on the adjacent track.

#### **3.3 Programme to be submitted with the Tender**

a. An example of a typical concise work programme showing the tenderers planned programme and the order in which he intends to do the daily relay operations shall be submitted with the tender.

### **4.0 PREPARATION OF KILOMETER POSTS**

a. The Contractor shall provide resources and perform all other preparatory work necessary to prepare the KM posts.

b. This can be done at the intermediate stations as indicated.

c. The work place is to be left in a clean and tidy condition before leaving the preparation work site. Should this not be done to the satisfaction of the Technical officer, payment for the project will be withheld until such time that the site/sites have been cleaned.

### **5.0 STANDARDS AND ACCEPTANCE OF WORKS.**

The Contractor shall inform the Technical Officer when a section has been completed, who will then within 7 days inspect the site and accept the works if done in accordance with the requirements of this contract.

### **6.0 SAFETY**

The Contractor shall comply with requirements of safety legislation and regulations in all respects.

a. Security of all of the Contractor's staff, vehicles, machinery, equipment and materials shall remain the responsibility of the Contractor. The Contractor may use TFR premises from time to time but the responsibility and cost to provide security, which may be required, shall be for the Contractor's account. No separate payment shall be made and the cost thereof shall be deemed to be included in the rates tendered. TFR in this regard shall entertain no claims whatsoever.

- b. The Contractor shall prepare and submit to TFR at the start of the contract, a comprehensive safety plan which shall also cover the following headings:
- Transportation of flammable materials and/or equipment on the same road or rail vehicle as personnel.
  - Storing flammable materials and/or equipment.
  - Fire prevention and fire fighting plan.
- c. Normal protection measures in accordance with the TFR Protection Manual shall apply.
- d. All protection arrangements shall at all times remain under the supervision and responsibility of the Contractor's Supervisor on site.
- e. The Contractor shall appoint a sentinel at every work site whose sole task shall be to be on the lookout for approaching trains. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching trains. The Sentinel will be equipped with the following:
- A white flag measuring 600mm by 600mm
  - A hand held warning device
  - Correct PPE (Steel capped boots, gloves, hat and a reflective vest)
- f. The colour green, yellow, orange and red may not be worn or displayed by any worker engaged in any activity within the rail reserve.
- g. The Contractor shall not allow any persons on the work site to venture within the structure gauge of any adjacent line when this warning procedure is not operating effectively.
- h. The warning device shall be such that the sound can be clearly and effectively heard above the noise on the work site by all personnel within a radius of 100m around the centre of each work site. The cost to the Contractor of providing the sentinel as well as the warning device shall be deemed to be included in the rates tendered and no separate payment in this regard shall be made.
- i. 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. This procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.
- j. 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. TFR will not entertain any claim resulting from veldt fires.
- k. No separate payment shall be made for the safety measures and the costs hereof will be deemed to be included in the rates tendered.
- l. All emergency services contact numbers must be displayed to the Technical officer by the Contractor before the contract commences or at any time during the contract

period

- m. Safety induction will be done by the Technical Officer on the morning of the first day on the contract. The Contractor will be responsible to ensure that new staff brought onto the project shall be inducted at the next site meeting with the Technical Officer.
- n. All staff employed by the Contractor shall be medically fit and such a declaration shall be kept on the Safety File of the Contractor.
- p. A first aid box is to be available on site and is to be administered by a suitably qualified person.

#### 7.0 GENERAL STANDARDS FOR ACCEPTANCE OF THE POSTS.

- a. Posts are to be placed vertically and correctly installed
- b. Clearance distances are correct.
- c. Colour and lettering size is correctly applied.
- d. Km post numbering to be consecutive and increasing in the direction of Km increase.

#### 8.0 FINANCIAL

- a. **Penalty for late completion.**  
If the Contractor does not meet the stipulated completion time a penalty of R500 per day shall be imposed for every day or part thereof for late completion.
- b. **Value Added Tax**  
The tendered rates in the schedule of quantities and prices must exclude VAT. VAT will be calculated and added to the total at the bottom of the schedule of Quantities and Prices.
- c. **Security Deposits and Retention Money**  
No retention money or security deposits will be required.
- d. **Site Establishment**  
No separate payment shall be made for site establishment re-establishment and the removal of it. The cost for this shall be deemed included in the rates tendered.
- e. **Schedule of Quantities and Prices**  
The quantities for this project are indicated in the Schedule of Quantities and Prices list.

#### 9.0 CAMP AND OFFICE, SITE CONDITIONS AND REQUIREMENTS

No site will be made available within the railway reserve areas for site offices, field workshops and accommodation of the contractor's staff. The Contractor shall allow for making his own arrangements for security, water, communications, electricity, sanitary, refuse removal and all other services as required for this contract.

#### 10.0 ACCESS TO WORK SITE, OFFICE, WORKSHOPS AND CAMPS

The Contractor may make use of existing roads and rail reserves to gain access to site. TFR will

however not be responsible for ensuring all weather passage to the Contractor. TFR will entertain no claims from the Contractor for production delays, work done or expenditure incurred in gaining access to the work sites.

#### **11.0 SITE BOOKS**

The following triplicate books are to be available on site at all times:

- a) Site Diary: All the relevant information is to be recorded in this book. The TFR representative is to co-sign this book everyday.
- b) Site Instruction Book. Herein shall all the instructions pertaining to the project be recorded by the Technical Officer.

#### **12.0 SITE MEETINGS**

The Contractor shall attend meetings at dates and times convened by the Technical Officer (normally once a week). The meeting will be held under the chairmanship of the Technical Officer and the proceedings will be minuted.

#### **13.0 OCCUPATIONS AND TRACK WARRANT NOTIFICATIONS**

- a) As this work is to be done off-track, the Contractor shall be required to advise TRAIN CONTROL, KROONSTAD ( TEL 056 268 2236) daily where they will be working on the following day.
- b) The Contractor shall also be required to advise TRAIN CONTROL, KROONSTAD ( TEL 056 268 2236) daily when the team arrives on site, the km distances where the work is to be done and when the team leaves the site. The work will not be done under occupation status.
- c) Protection of the work site alongside the track shall be as per the TFR Protection Manual. A Sentinel will be in place at all times

#### **14.0 TO BE SUPPLIED BY THE CONTRACTOR**

Except where otherwise specified, the Contractor shall at his own cost provide all labour, transport, consumable stores, (including fuel) plant, tools, equipment, services, materials and ingredients of every description required for the carrying out and completion of his contractual obligations and to the satisfaction of the Technical Officer. This shall specifically include:

- a. All the paint specified and related equipment required to prepare, paint, transport and install the kilometre posts.

#### **15.0 TO BE SUPPLIED BY TFR.**

TFR will make available the required number of sleepers at the stations indicated.

#### **16.0 PRECEDENCE OF CONTRACT DOCUMENTS.**

In the event of any discrepancy or inconsistency between contract documents, the order of precedence shall be:

- a. Contractor's letter accompanying his tender and subsequent correspondence.
- b. Project specification together with particular drawings.
- c. Standard or type drawings.

#### **17.0 INSURANCE OF WORK**

The Contractor shall obtain his own insurance 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.

The contractor shall in his own interest, obtain insurance for his own site establishment, materials, plant, equipment and tools as well as insurance for his motor vehicles and the common law liabilities of the Contractor as an employer, for the duration of the contract.

TFR will arrange for Public Liability Insurance

#### **18.0 MEASUREMENT AND PAYMENT**

A part payment will be made for each section successfully completed to the satisfaction of the Technical Officer. The Contractor is to submit a Tax Invoice to the Technical Officer for payment processing. Payment can take up to 30 days from date of invoice.

#### **19.0 TENDER CLOSING DATE**

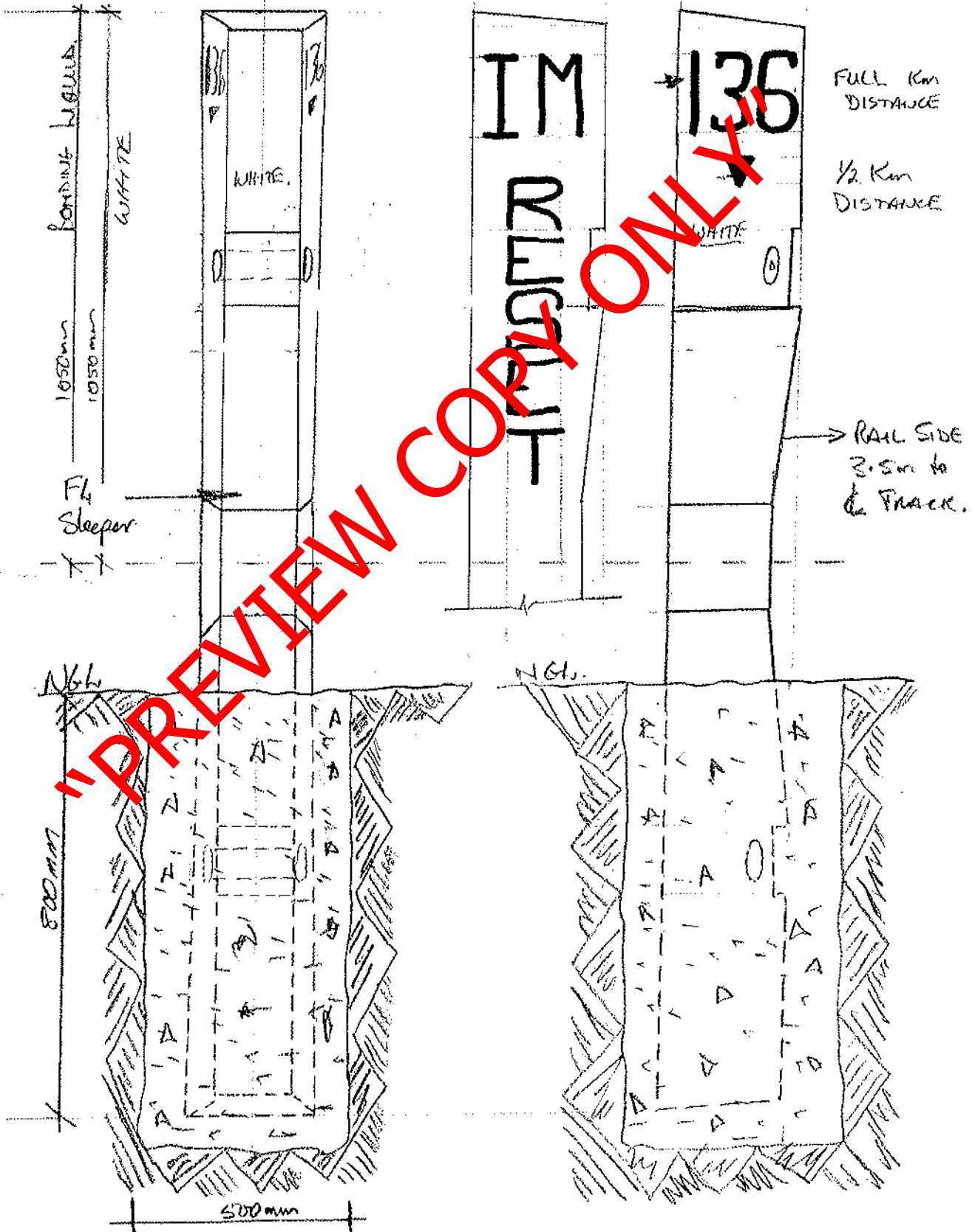
Tenders must be submitted before 10h00 on 27 September 2013 at the address provided by Supply Chain Services, Bloemfontein.

#### **20.0 SITE MEETING**

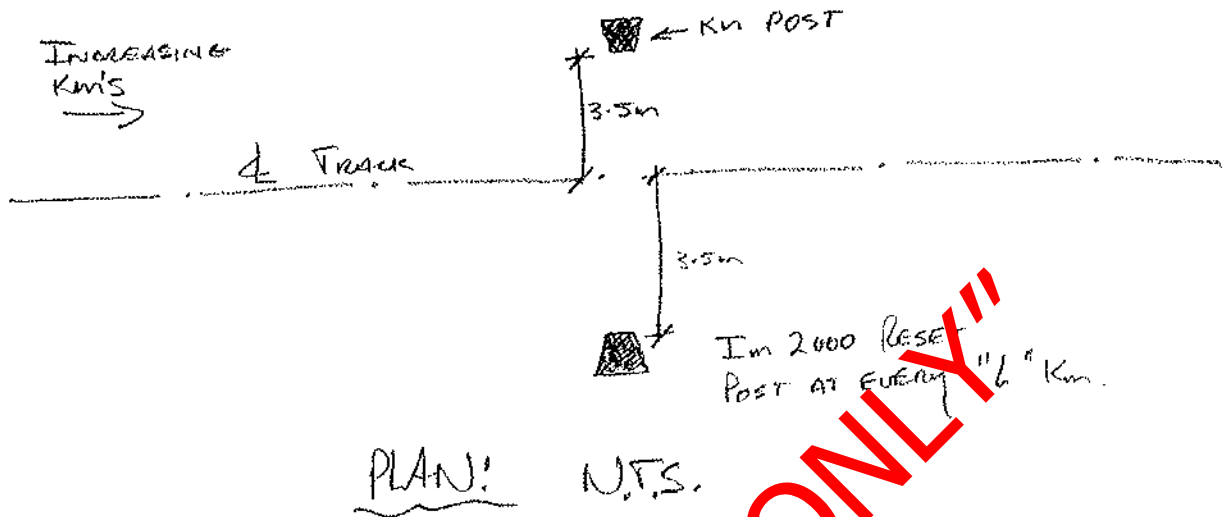
A site meeting will be held at The Infra Perway Offices, Bloemfontein on 20 September 2013 at 10h00. The contact person will be Mr. Neil Armstrong, Technical Officer. His contact number is 083 704 0355.

"PREVIEW COPY ONLY"

# ANNEXURE 1



# ANNEXURE 2



Km Symbol Position

N.T.S.

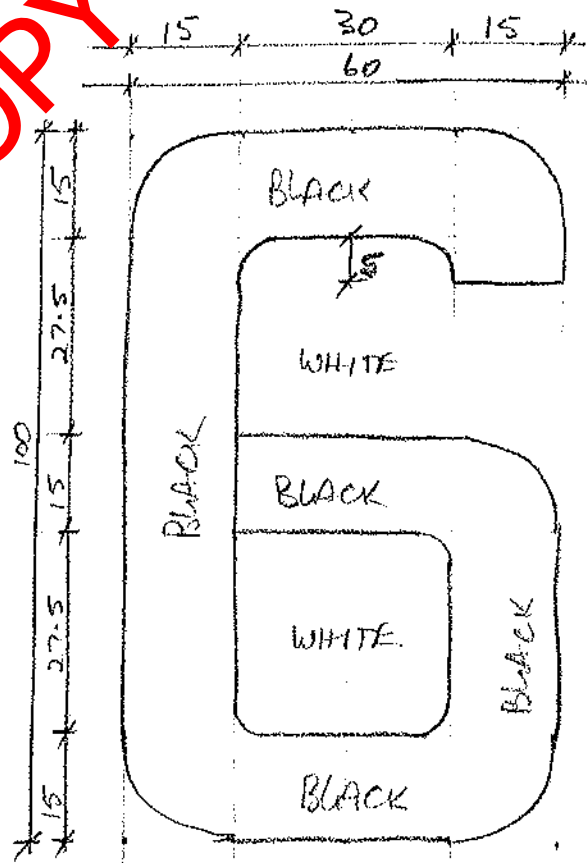
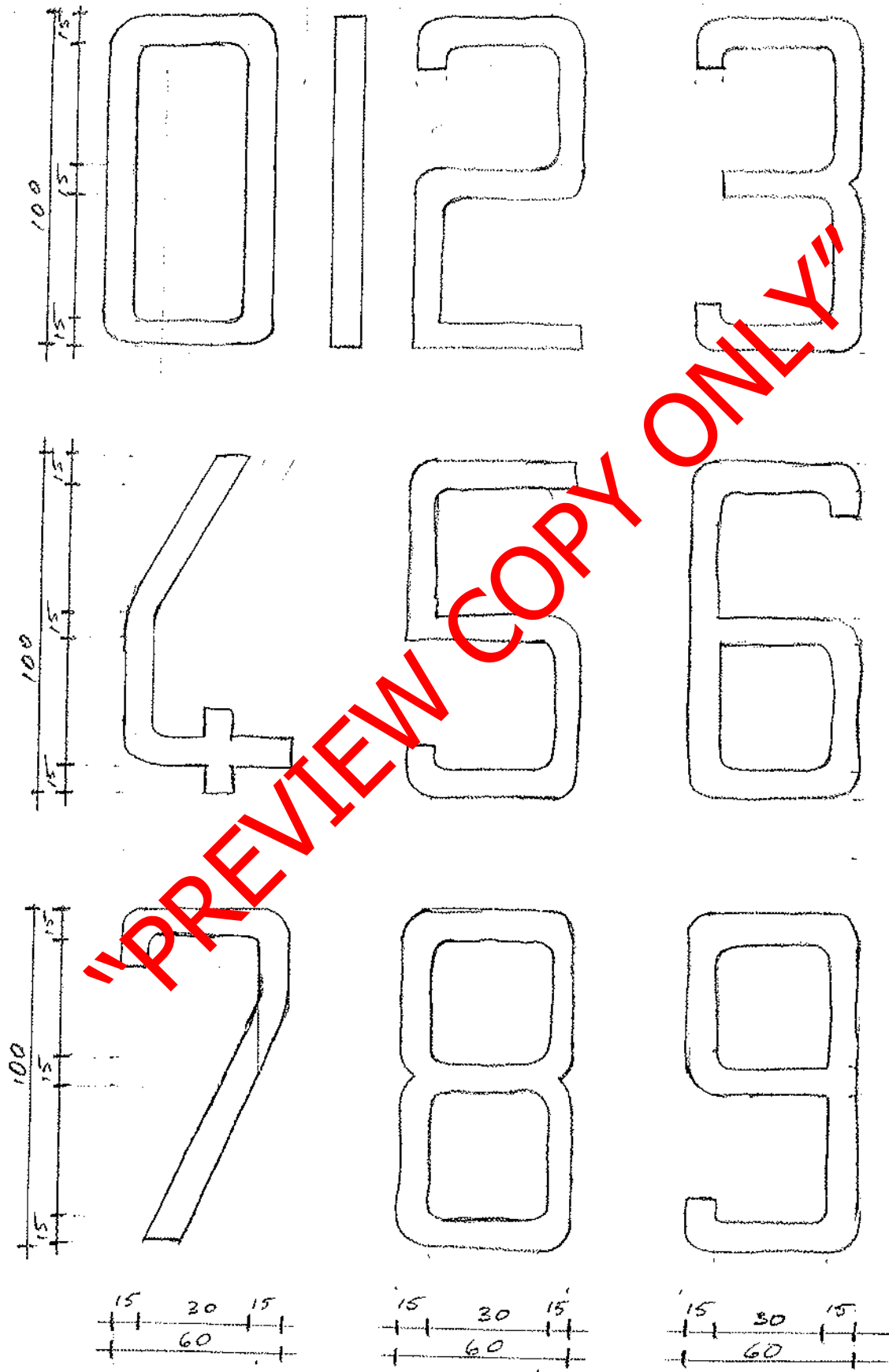


FIGURE DIMENSIONS

N.T.S.

ANNEXURE 3

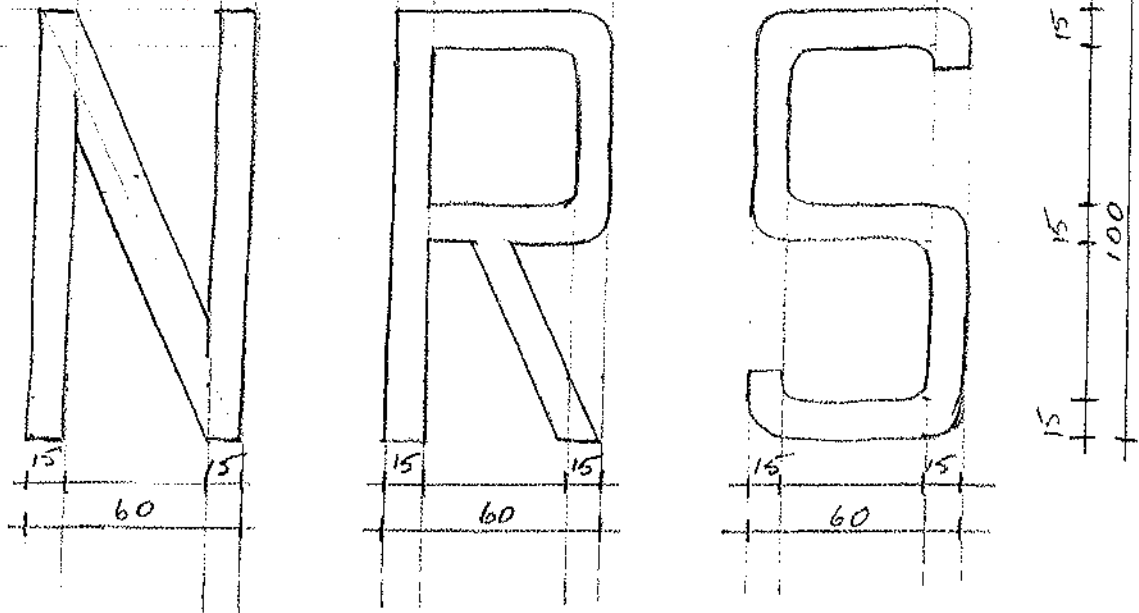
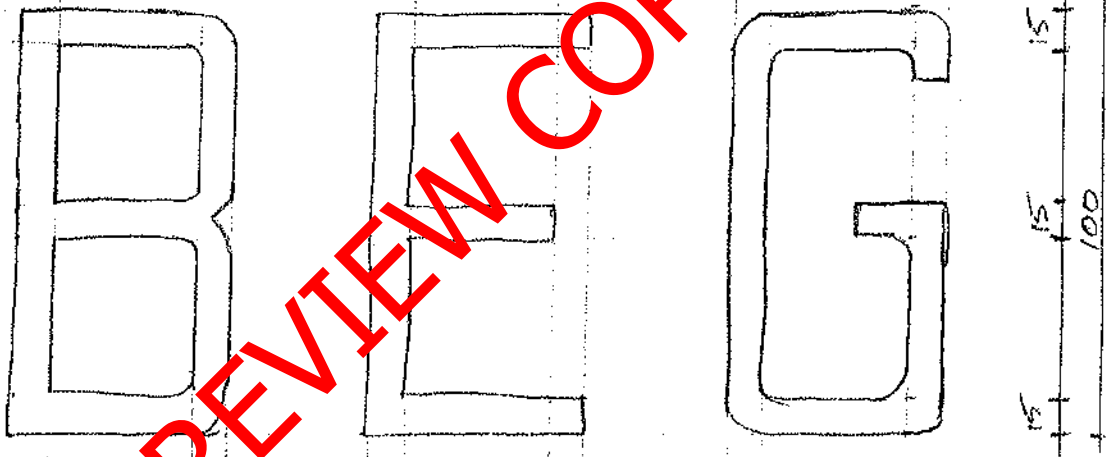
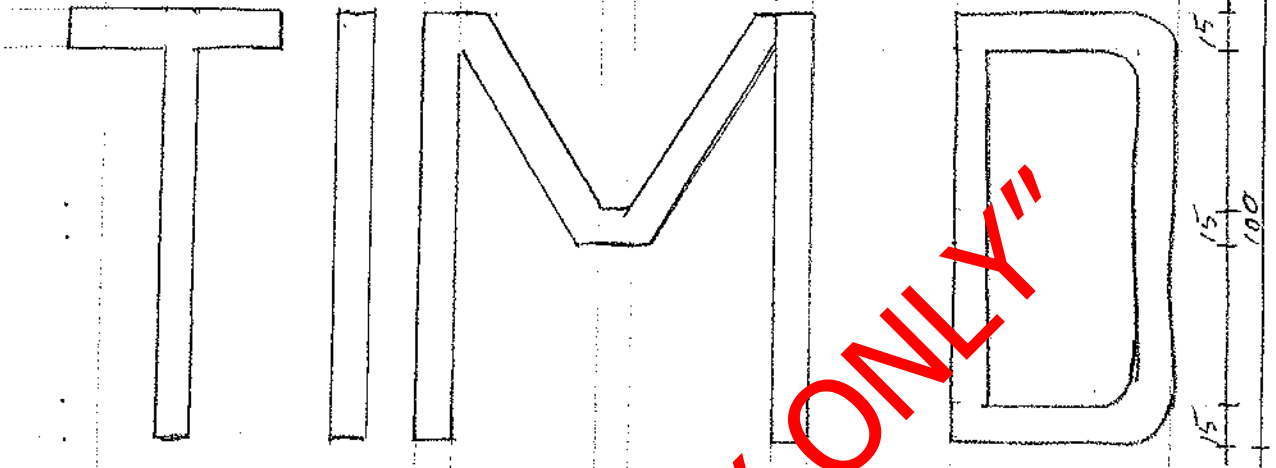


NUMBER LAYOUTS

N.T.S.



ANNEXURE 4



"PREVIEW COPY ONLY"

## ANNEXURE B

## 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, and 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 employer.
- 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 17 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) 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: \_\_\_\_\_

"PREVIEW COPY ONLY"

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