

TRANSNET FREIGHT RAIL, a division of

### TRANSNET SOC LTD

Registration Number 1990/000900/30 [hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No BEX/52827

FOR THE PROVISION OF: REPAIRS TO TOILET (ASSET NO. 02AX348B) RAIL NETWORK STORE, BLOEMFONTEIN

ISSUE DATE 1 APRIL 2014

CLOSING DATE : 29 APRIL 2014

CLOSING TIME : 10:00

FORMAL BRIEFING : 15 APRIL 2014 AT 10:00 - A COMPULSORY PRE-

QUOTATION SITE MEETING AND/OR BRIEFING SESSION WILL BE CONDUCTED AT TRANSNET

FREIGHT RAIL, REAL ESTATE MANAGEMENT, NATHAN

STREET, BLOEMFONTEIN

### NOTE:

RFQ DOCUMENTS MAY BE OBTAINED ON AND AFTER TUESDAY, 1 APRIL 2014 AT TRANSNET FREIGHT RAIL, SUPPLY CHAIN SERVICES, ROOM 102, 1<sup>ST</sup> FLOOR, TRANSNET ENGINEERING ADMIN BUILDING, TRANSNET ROAD, BLOEMFONTEIN

LAST DATE OF ISSUE - RFQ BFX/52827 WILL ONLY BE ISSUED UNTIL 15:00 ON THURSDAY, 10 APRIL 2014

FOR ENQUIRIES REGARDING COLLECTION OF DOCUMENTS, CONTACT GIDEON JOUBERT, TEL. NO. 051 - 408 2167 OR E-MAIL Gideon. Joubert @Transnet.net

# 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 or By hand

**CLOSING VENUE:** 

The Secretariat

Acquisition Council

Admin Support Office

Tender Box Office No. 2

Real Estate Management Building

Austen Street, Beaconsfield

Kimberley (Contact person: Maggle Pain Tel. 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 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 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: Gideon Joubert

Email: <u>Gideon.Joubert@Transnet.net</u>

 Respondents may also, at any time after the closing date of the RFQ, communicate with Supply Chain Services, Admin Support 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 le-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disgualify 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 be accepted to indicate below whether or not be accepted to the competition and the competition act 89 of 1998.										
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.										

Respondent's Signature

### 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
  - 8-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

# 

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

Respondents are required to submit with their Quotations the <u>Returnable Documents</u>, 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 <u>all</u> 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 mandatory Returnable Documents by so indicating [Yes or No] in the table below:

	Returnable Documents	Submitted [Yes or No]
SE	CTION 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	
SE	CTION 2 : Quotation Form	
SE	CTION 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 B — Contract tender price list per item	
-	Annexure A – Specification per item	117777

b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **additional documents** as detailed below.

	ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
	Letter of Good Standing	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
-	Form E.4E Transnet (Jan 2004) Safety arrangements and Procedural compliance with the Occupational Health and Safety act (Act 85 of 1993 and applicable regulations	

Respondent's Signature

1041-

# Section 2 QUOTATION FORM

1/ AAG***	······												
hereby	offer t	o supply th	e goods/service	s at the	prices	quoted	in the	Price	Schedule	below,	in	accordance	e
with th	ne condi	tions relate	d 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 [Section 3 hereof];
   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:

See Annexure "B" Contractor Tender price list per item and Annexure "A" for Specifications per item

Note:

Respondents must indicate here whether the labour rate per hour will be paid in terms of the Basic Conditions of Employment Act 75 of 1997 (and any relevant Sectorial Determinations) for the duration of the contract:

### 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.
- Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

# Section 3 **VENDOR APPLICATION FORM**



### TRANSN



### Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

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

NB: • Failure to submit the above documentation will delay the vendor creation process.

 Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.

### **IMPORTANT NOTES:**

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

Regards,

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

### TRANSN

Supplier Dec	laration Fo	orm								
Company Trading Name										<b>*</b>
Company Registered Nami	8			***************************************			<del>.,.,.,,</del>	***************************************		
Company Registration Nun	nber Or ID Num	ber If A Sole Pro	prietor					***************************************		
Form of entity	СС	Trust	Pty Ltd	L	imited	) Part	nership		Sole Proprietor	
VAT number (if registered)				,				•		
Company Telephone Numb	oer	***************************************		•••••••				•	····	THE WAY AND THE PARTY OF THE PA
Company Fax Number	······									
Company E-Mail Address										
Company Website Address										
Bank Name			Ba	nk Acco	unt Ni	umber				
Postal Address								Code		
Physical Address								·······		
Contact Person				~~~~~~~	I POST I	4		Code	···	A CONTRACTOR OF THE PERSON OF
Designation										
Telephone						0			***************************************	
Email							***************************************	***************************************	minor	
Annual Turnover Range (La	< R5 Million		R	R5-35 million		The state of the s	>R35 million			
Does Your Company Provide			Products			Services			Both	
Area Of Delivery			National	National P		Provincial			Local	
Is Your Company A Public	Or Private Entity	<i>i</i>			Public			·	Private	
Does Your Company Have	A Tax Directive	Or IRP30 Certifi	cate	<u> </u>	Y	'es			No	
Main Product Or Service Su	upplied (E.G.: St	ationery/Consult	ing)							
BEE Ownership Details										*******
%Black Ownership		% 8lack women	nen ownership			% Disabled person/s ownership				
Does your company have a	BEE certificate			Yes		···	No	)		
What is your broad based E	BEE status (Leve	el 1 to 9 / Unknow	vn)	·····						
How many personnel does	the firm employ		Pe	manent			Part time	<del>e</del>		*******
Transnet Contact Person				************	········					
Contact number										
Transnet operating division										
Duly Authorised To Sign F	or And On Be	half Of Firm / Or	ganisation			*************			***************************************	
Name				-	Desi	gnation				
Signature					Date					
Stamp And Signature Of	Commissioner	Of Oath								
Name	<b>&gt;</b>				Date	·			Transition of the state of the	***************************************
Signature					Tele	phone No.				

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

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

# Section 4

# **BREACH OF LAW FORM**

NAME OF ENTITY:	
I/We	
serious breach of law, including but not limited to	<b>en</b> found guilty during the preceding 5 [five] years of a breach of the Competition Act, 89 of 1998, by a court The type of breach that the Respondent is required to lemeanours, e.g. traffic offences.
Where found guilty of such a serious breach, pleas	se disclose:
NATURE OF BREACH:	
DATE OF BREACH:	
Furthermore, I/we acknowledge that Transnet SO	CLtd reserves the right to exclude any Respondent from
the bidding process, should that person or entit	ty have been found guilty of a serious breach of law,
tribunal or regulatory obligation.	
SIGNED at on this	
SIGNATURE OF WITNESS	SIGNATURE OF RESPONDENT

### Section 5

### SUPPLIER CODE OF CONDUCT

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Supply Chain Policy
- Section 217 of the Constitution the five pillars of Public PSCM [Procurement and Supply Chain Management]: fairness, equity, transparency, competitiveness and cost effectiveness;
- The Public Finance Management Act [PFMA];
- The Broad-Based Black Economic Empowerment Act [B-BBEE], and
- The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this rfq to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding the behaviour and conduct of its Suppliers.

### Prohibition of bribes, kickbacks, unlawful payments, and other corrupt practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Company [SOC], actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

- a) Transnet will not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.
  - Transpet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions and payments to our Suppliers.
  - Employees must not accept or request money or anything of value, directly or indirectly,
     to:
    - illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
    - win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
    - gain an improper advantage.
  - There may be an occasion when a Supplier is confronted with fraudulent or corrupt behaviour by a Transnet employee. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

- b) Transnet is firmly committed to the ideas of free and competitive enterprise.
  - Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
  - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].
- c) Transnet's relationship with Suppliers requires us to clearly define requirements, exchange information and share mutual benefits.
  - Generally, Suppliers have their own business standards and regulations. Although
    Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal
    activities. These include, but are not limited to:
    - misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
    - collusion;
    - failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
    - corrupt activities listed above; and
    - harassment, intimidation or other aggressive actions towards Transnet employees.
  - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.
  - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

### Conflicts of interest

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet. Examples include, but are not limited to:

- Transnet employees awarding business to entities in which their family members or business associates have an interest
- Transnet employees having a financial interest in a bidding entity

Bidding entities are required to disclose any interest/s which exist between themselves and any employee and/or Transnet Board member.

### ANNEXURE B

# CONTRACTOR TENDER PRICE LIST PER ITEM

BUILDING DESCRIPTION REPAIRS TO TOILET AT STORE INFRACITY / TOWN: BLOEMFONTEIN

TENDER NO: ASSET NO: 02AX348B

# CONTRACTOR TENDER PRICE LIST FOR INTERIOR AND EXTERIOR WORK TO BUILDINGS

Measurements and or quantities do not include off cuts or waste all measurements of material is measure as nett fixed. Contractor to add his own % for off cuts and waste.

The contractor is responsible to check all the measurements and quantities before odering any material. The measurement and quantities are only a guide for tender purposes.

Value Added Tax (VAT) shall be excluded in the schedule of rates and prices.

To be supplied by the Contractor: The Contractor shall provide all labour, material, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORK as per the attached worklist and specification and as may be ordered by the Project Manager.

GENERAL: The Building will be occupied during renovations, The Project manager, contractor and manager of the TFR staff using the building will discuss and agree on site the maintanance plan for the building. The necessary move of furniture in the same room if necessary is included in all the items. All normal cleaning, prepartion include sanding, stopping and wash of items to be painteded as specified by the paint manufacturer is included in all the paint items, Were abnormal cleaning is required it will be specified as an additional item. All scaffolding and use of ladders up to 4.50m high interior and exterior if and as necessary is part of all the items. All work shall be done according to the attatched specifications and shall comply with the National building regulations. Unless otherwise specified all materials must comply with SANS specifications. Where no applicableSANS Specification exists the materials must be approved by the Transnet freight rail project manager.

All material shall be fitted, install or applied as specified by the manufacture.

The contractor shall be liable for any damages cause by him or his staff to any Transnet freight rail properly and or equipment.

SAFTEY: The contractor shall comply with the Occupational Health Safety Act, 1993 (Act 85 of 1993).

		Page 1 of 3 S	UB TOI	AL PAGE	1	
rendi	ER NO:	ASSET NO:	02AX34	8B	i	
ITEM NO	FAULT DISCRIPTION		ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
	CEILINGS					
41	Paint ceiling complete 1 coat ur shell enamel after preparations attached paint specification)	niversal undercoat and 1 coat eg as specified was done. (see	g 9	M^2 [		,.,.
	WALLS INTERIOR					
55	Prepare walls for painting, wash soap, open cracks up to 4mm w holes, sand level and sand wall paint, rinse with clean water to	vith sharp object, fill cracks and complete to provide bond for no	all	M^2 [	///////////////////////////////////////	
	Tenderer signature:		Date: _			

		Page 2 of 3	SUB TO	TAL PAG	GE 2	
TEN	DER NO:	ASSET NO:	02AX3	48B	L	
ITEN NO	FAULT DISCRIPTION		ITEM TOTAL	MEASUR	E UNIT	ITEM AMOUNT
,	WINDOWS INTERIOR			1	1 12 11 2	3
169	Install/replace approved Venetian blinds x mm drop, colour ≃ slats wid available 15mm, 25mm, 35mm and 60m	dth = mm. (slats wid	3 Jih	EΑ		
	WINDOWS INT AND EXT					
198	Paint residential small pane type windor coat universal undercoat and 2 coats. Do lockness code-3/1-5. Item includes remoglass area and cleaning of glass, see de	ulux water-base pearly oving all old paint from		EA		
	DOORS/SECURITY GATES					
271	Paint door complete both sides, side edg and 2 coats Dulux pearlglo river rock coc after preparation as per attached specific 2.03m door=3.66 m2, 750mm x 2.03m d	de 6j1-7, apply paint or cation, door 810mm x		€∧		•
	DOORFRAMES					
312	Paint door frame with fan light, undercoa pearlgle lockness code-3l1-5, item includ window, single frame.115mm=1.85m2, 2 frame 1511mmx115mm =2.1 m2, 230mn included	les the paint of fan ligl 30mm⊭2.50m2, doubl	e	EA		
	ROOF		1			
590	Do preparations as specified and paint ro coats Dulux or Plascon white roof paint, a (area do not include roof sheet profile) or (see attached paint specification)	area is length x width	26	M^2	,	
598	Paint exposed roof timber purlin, paint 1 puniversal undercoat and 2 coats white Duapply paint only after preparation as per a	llux roof guard paint.	pat 8	М		
599	Paint exposed roof timber sprockets, 1 co and 2 coats white 2 coats white Dulux wa guard, bare wood areas shall be spot prin apply paint only after preparation as per a	ill guard or Dulux roof ned with wood primer.		М		
	GUTTERS/DOWNPIPES					
629	Supply paint and paint gutters outside corx mm) 2 coats paint. 1.0m = 0.30m2, specified was done. (see attached specifi	after all preparations	14 as	М		
632	Replace down pipe for size up to 75mm d 75mm square for inland and PVC or fibre pipe cement for coastal area		1	EA		
	WALLS EXTERIOR					
684	Paint exterior brick wall, not plastered, wi guard paint or simitar paint approved by p paint only after preparation as per attache been done, colour: Dulux barely beige coo	roject manager, apply ed specification has	45	M^2		
	PAINT PIPES/STEEL					
	Do preparations as specified and paint pip pipes against wall same colour and paint a		8	М		
Т	enderer signature:		Date:	J	/	001 Torrings

TENDER NO:  ASSET NO: 02AX348B  ITEM FAULT DISCRIPTION  PRELIMINARY AND GENERAL  P and G shall include all cost not directly relate to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work.  RISK ASSESSMENTAND SAFTEY INDUCTION Cost for the risk assessment must include a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work must be provided and Implemented.  Cost for the risk assessment and saftey include complete compliance with the current Occupational Health Safety Act.  Included in risk and saftey, The standardised Transnet freight rail induction shall be given to all staff of all
PRELIMINARY AND GENERAL  P and G shall include all cost not directly relate to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work.  RISK ASSESSMENTAND SAFTEY INDUCTION Cost for the risk assessment must include a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work must be provided and Implemented.  Cost for the risk assessment and saftey include complete compliance with the current Occupational Health Safety Act.  Included in risk and saftey, The standardised Transnet
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compliance with the current Occupational Health Safety Act.  Included in risk and saftey, The standardised Transnet
contractors at the start of each project and the contractors shall send all his staff that will work on the Transnet freight rail site to the induction on the date as agreed on between 1. R Project manager and the contractor
The sub total price, excluding VAT, must be carried over to the Service Fee and
Cost Form, Section 6 of the RFQ. The amount must also be written in words on
the Service Fee and Cost Form.

Tenderer signature: \_\_\_\_\_\_ Date: \_\_\_\_\_ /\_\_\_\_

# ANNEXURE A

			REPAIRS TO TO	DILET AT ST	ORE INFRA
CITY	/ / TOW	N: BLOEMFON	ITEIN	,,	
TEN	DER NO	:		ASSET NO:	02AX348B
ITEN	I NO.	SPECIFICATION	NS PER ITEM.		
CEILIN 41	Work of Paintwork priming coat of (SABS) the like comme	ork to ceilings Inclig of nail heads and universal underco 515). All surfaces must be covered	I screws. Ceilings part (SABS 681) and not being painted up and protected a	s, cornices sto previously pain I one coat whit such as bricky against spotting	og shell enamel pping, sanding, dusting and ted with enamel paint: Apply one e EGG SHELL ENAMEL paint work, sills, floors, joinery work and g before any painting painting is in progress or while
WALLS 55	Wash fat, oil object, depend to a sm ensuring wall the sweeping of the sweepin	description: Prepar wall thoroughly with and any other dirt. the filling of cracks fing on the size of nooth, even finish, ag that the surface oroughly with clearing or dusting shall	Preparation of walls and all holes in wall holes in wathe cracks or holes Brush down the suits sound. Sand part water. Let wall dr	gar soap in ord is shall include rall with the app s. The areas up rface removing int on walls to y completely b wall had been	g. ler to remove any traces of dust, le opening all fine cracks with sharp propriate filler or patching plaster, nder repair must be sanded down g all loose particles and dust provide bond for new paint. Rinse lefore any paint is applied. No prepare for painting, while
	The Veneeded widths rails and with en bracket Slat Will Maximu Ma	lescription: Fit or re- retian blind is a volumetian blind is a volumetian blind is a volumetian 25mm, 35mm, accolour coordinated caps, plated step is.  dth  um Blind Width  um Blind Drop  um Blind Area	of high tensile, ving and 50mm with co ed to match the col of universal installand 15mm 25mm 5 2,6m 3,0m 2,4m 3,0m 5,0 sq m 9,0 sq m g 400mm 600mn	any room where you coated alumed and ladder our of the slats too brackets (  50mm  3,0m  3,0m  12,0 sq m	s (1) re light control and privacy are inium slats. The standard slat rs and where the head and bottom s. The head rail comes complete 50mm) and plated steel fixing clip
WINDC 198	Work d Clean v frame d expose and two open all paint w	vindow frame from complete and wipe d metal surfaces vo coats water-base nd close easily. All indow The Windo	off all sanding dus vith an approved n Dulux Pearlglo. / Window handles,	craping or by met to obtain a penetal primer. After painting, peg stays and sliding	neans of steel wire brush. Sand erfectly clean surface. Prime all apply one coat universal undercoal window-opening sections shall sliding stays shall be remove to stays shall be removed cleaned vindow fittings

Tenderer signature: \_\_\_\_\_\_ Date: \_\_\_\_\_/\_\_\_\_

TENDER NO: ASSET NO: 02AX348B

ITEM NO. SPECIFICATIONS PER ITEM.

### DOORS/SECURITY GATES

271 Work description: Paint door complete, 2 coats.

Previously painted doors: Wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective paint/varnish and repair all holes and defective places with a suitable wood filler. Sand complete door and wipe off all sanding dust with a damp cloth. Allow to dry and apply one coat universal undercoat and one coat gloss enamel paint. New doors to be painted: Sand smooth and wipe sanding dust off with damp cloth. Allow to dry and apply one coat wood primer, one coal universal undercoat and one coat gloss enamel. Allow paint to dry between coats as per specification.

### **DOORFRAMES**

Work description: Paint frame with fan light, complete 2 coats.

Previously painted wooden door frame: Wash thoroughly with a suitable detergent to remove all dirt, rinse with clean water. Remove defective paint and repair all holes and defective places with a suitable wood filler. Sand complete frame and wipe off all sanding dust with a camp cloth. Allow too dry and apply one coat universal and one coat gloss enamel on painted frames. Previously painted steel doorframes. Clean doorframe from all rust and dirt by means of scraping, steel wire brush or sanding. Sand frame complete and wipe off all sanding dust with damp cloth. Allow too dry. Spot prime all exposed metal surfaces with an approved metal primer. Apply one coat universal undercoat and one coat

surfaces with an approved metal primer. Apply one coat universal undercoat and one coat gloss-enamel. New wooden door frames to be painted: Sand smooth, wipe sanding dust off with damp cloth, allow to dry. Apply one coat wood primer, one coat universal undercoat and 2 coats Dulux peargle on doors frames. Allow paint to dry between coats as per manufacturer specifications

manufacturer specifications

### ROOF

590 Work description: Paint roof sheets underside roof overhang/veranda

The Project manager must first approved roof after cleaning before the first coat is apply and must first approved the first coat before the second coat can be applied. The roof paint shall be applied by paint shall be applied by.

Roof shall be 100% clean before the roof paint is applied. All the rusted areas shall be spot primed, and the primer shall be dry before the first coat of Dulux roof guard or Plascon roof paint is applied. The roof paint shall be applied by brush, the use of roller or broom is not permitted. The paint shall be apply according to the manufacturer specifications and over coat times.

- Work description: Paint expose roof timber purlin.
  Item include cleaning by washing off all dirt. Remove all loose, chalky, flaking, peeling paint from wood, sand and wipe off sanding dust with damp cloth and leave to dry before applying paint.
- Work description: Paint expose roof timber sprockets.

  Item include cleaning by washing off all dirt. Remove all loose, chalky, flaking, peeling paint from wood, sand and wipe off sanding dust with damp cloth and leave to dry before applying paint.

### **GUTTERS/DOWNPIPES**

Work description: Paint gutters outside complete
Previously painted gutters: Remove all defective paint, sand gutter complete and clean surface from all dust and dirt. Apply one coat universal undercoat and one coat of gloss enamel.

Tenderer signature:	Date:	
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TENDER NO: ASSET NO: 02AX348B

ITEM NO. SPECIFICATIONS PER ITEM.

Work description: Replace down pipe partly
Repair twisted rain water pipes, offset pipes, elbows, and shoes, align and refit with
approved galvanized mild steel rainwater pipe brackets, with tails built into wall with 3:1
cement mortar. Damaged or rusted sections shall be cut out and replaced with similar new
rain water pipes, offset pipes, elbows or shoes, properly riveted and soldered at joints,
including the realigning of rain water pipes and if required. Provide and fit new rain water
pipe brackets to match existing, with tails caulked into walls with 3;1 cement grout.

### WALLS EXTERIOR

684 Work description: Paint wall, brick finish.

All paint work shall be done to the specification of the manufacturer. Over coating time shall be allowed as specified by the manufacturer. All surfaces not being painted, such as brick work, sills, floors and the like must be covered up and protected against spotting before any painting commences. No sweeping or dusting shall be allowed while painting is in progress or while paint is still wet. All items that are more cost effective to be removed from wall and to be re-fixed, must be removed to avoid cutting in against items such as notice boards and other items.. Dry film thickness to be 90µm per coat.

### PAINT PIPES/STEEL

Work description: Paint pipes against wall 15 to 120mm DIA

Remove all loose and defective paint, sand and wipe of all sanding dust with damp cloth.

Apply 1 coat universal undercoat and 1 coat of gloss enamel paint.

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Tenderer signature:	 Date:	/	/

### 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

- 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;
  - (v) 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.



# 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 or 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:

		of persons on the const ors on the construction si		
	me(s) of contractors a			
				1
Principal (	Contractor			Date
	<del></del>		70	
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.

# (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 :-

### (COMPANY LETTER HEAD)

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

### **DECLARATION**

In terms of the above Act 1, am personall and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Sefar as is reasonably practicable, ensure that the duties and obligations of the Employer as above Act are properly discharged.	y assuming the duties ection 16(1), I will, as scontemplated in the
Signature :-	
Date:	

# (LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)

### SITE ACCESS CERTIFICATE

Access to :	(Area)
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 r under your control having access to the	esponsible for the control and safety of the Works Site, and for persons site.
and Safety Act, 1993 (Act 85 of 1993) a	sponsible for compliance with the requirements of the Occupational Health as amended, and all conditions of the Contract pertaining to the site of the e contract documents including the plans of the site or work areas forming
Minus d.	Date :
Signed : TECHNICAL OFFICER	Date .
A	CKNOWLEDGEMENT OF RECEIPT
Name of Contractor/Builder	I,
	do hereby acknowledge and accept the duties
and obligations in respect of the Health and Safety Act; Act 85 of 1	Safety of the site/area of Work in terms of the Occupational 993.
Name :	Designation :
Signature :	Date :