



TFR , a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No BLE10107**

**FOR THE SUPPLY OF: MODIFICATION AND REPLACEMENT OF ASBESTOS  
WATER RETICULATION AT BELLVILLE MARSHAL YARD AND FACILITIES**

**FOR DELIVERY TO: BELLVILLE MARSHAL YARD AND  
BELLVILLE FACILITIES**

**ISSUE DATE: 28 August 2013**  
**CLOSING DATE: 17 September 2013**  
**CLOSING TIME: 10:00**



RFQ BLE10107

## SCHEDULE OF DOCUMENTS

### MODIFICATION AND REPLACEMENT OF ASBESTOS WATER RETICULATION AT BELLVILLE MARSHAL YARD AND FACILITIES

#### Section

1. Notice to Bidders
2. Quotation Form
3. Standard Term and Conditions for the supply of Goods or services to Transnet
4. Vendor Application Form
5. General Bid Conditions – Appendix (i)
6. Standard term and conditions of contract (services) Appendix (ii)

Annexure A – Special Specifications

Annexure B – Project Specifications

Drawing A - typical cross section detail

Drawing B - trust block for pipe bends

Drawing C – trust block for 45° and T – pieces

Drawing D - trust block for end caps

Drawing E - manhole valve chamber

Drawing J - valve

Drawing K - bedding cradle and flexible support

Drawing L - manhole with valve "B"

Plan - BLE0248m

Plan - BLE0249m

E4 E - Safety arrangements and procedural compliance



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

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

A briefing session will be conducted on the 10 September 2013, time 10:00, at the Transnet Park Building, Robert Sobukwe road, Bellville, for a period of ± one hour.

**Respondents arriving late will not be accommodated.**

Respondents failing to attend the compulsory briefing session will be disqualified.

Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.

Quotations must reach the Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

**RFQ No** : BLE10107  
**Description** : **MODIFICATION AND REPLACEMENT OF ASBESTOS WATER RETICULATION AT BELLVILLE**  
**Closing date** : 17 September 2013  
**Closing time** : 10:00

**DELIVERY INSTRUCTIONS FOR THIS RFQ**

- (i) **If posted**, the envelope must be addressed to the Acquisition Council, P.O. Box 2986, Bellville, 7535, and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- (ii) **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Transnet Park Building, Robert Sobukwe road, Bellville, and should be addressed as follows:

**ACQUISITION COUNCIL  
TRANSNET PARK BUILDING  
MODDERDAM ROAD  
BELLVILLE**

**It should also be noted that the above tender box is located at the main entrance and is if dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Acquisition Council.**

## Section 1

### NOTICE TO BIDDERS

---

#### 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:

- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Services.
- 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.
- The 90/10 preference point system applies where acquisition of the Services will exceed R1 000 000.00. However, if the 90/10 preference point system is stipulated in this RFQ and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.
- In this RFQ, Transnet will apply **90/10** preference point system prescribed in the PPPFA.

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 **10 [ten] points** to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure A- B-BBEE Preference Points Claim Form** for further details].

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 **Error! Reference source not found.** below for Returnable Documents required]*

### **3 Communication**

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.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: J P Carstens  
Email: cobus.carstens@transnet.net

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Telephone 021 940-3833  
Email cobus.carstens@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 will 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 Service Provider, if so required:

- **Administrative responsiveness** - Completeness of response and returnable documents
- **Accredited Asbestos certificate** – registered by the Department of Labour as an Asbestos Contractor
- **Asbestos certificates permits** for staff members
- **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 90/10 preference point system as indicated in paragraph 2:
  - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical
  - B-BBEE status of company

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1

<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.

Non-compliant contributor	0
---------------------------	---

**14 Validity Period**

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ.  
 This RFQ is valid until \_\_\_\_\_.

**15 Banking Details**

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

**16 Company Registration**

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

**17 Disclosure of Prices Quoted**

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

YES  NO

**18 Returnable Documents**

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

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

***Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ will 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 mandatory Returnable Documents by so indicating [Yes or No] in the table below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	

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



***Failure to provide all these Returnable Documents 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 essential Returnable Documents by so indicating [Yes or No] in the table below:

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Services to Transnet	
SECTION 4 : 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]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	
ANNEXURE A – B-BBEE Preference Points Claim Form	

## 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 [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 / Schedule of Rates and Quantities

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

<b>PRICE SCHEDULE:</b>					
<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Total</i>
<b>1.</b>	<b><u>DAYWORK RATES</u></b>				
	<b><u>Section 1</u></b>				
<b>1.1</b>	<b><u>Labour</u></b>				
<b>1.1.1</b>	Site Agent (Foreman)	hr	8		
<b>1.1.2</b>	Assistant Foreman	hr	8		
<b>1.1.3</b>	Artisan	hr	8		
<b>1.1.4</b>	Trade-hand	hr	8		
<b>1.1.5</b>	Assistant Office Duty	hr	8		
<b>1.1.6</b>	Labour	hr	8		
<b>1.1.7</b>	Driver Class 2	hr	8		
<b>1.1.8</b>	Material Handling costs (10%)	item	%		

Respondent's Signature \_\_\_\_\_

Date & Company Stamp \_\_\_\_\_

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Total</i>
<b>2.</b>	<b><u>P&amp;G</u></b>	%	Amount		
2.1.1	Site establish cost	item	1		
2.1.2	Daily costs (P&G) 84 see Part A.7	days			
2.1.3	Site de-establish cost	item	1		
<b>3.</b>	<b><u>EARTHWORKS</u></b>				
3.1	Site clearing up to 150mm deep	'm <sup>2</sup>	500		
3.2	Cut tarmac	,m	200		
3.3	Remove existing tar and dump at suitable site (radius 40km)	M <sup>2</sup>	200		
3.4	Excavate in all material with machine for pipe with 900mm cover.	M	3000		
3.5	Excavate in all material with machine for pipe with 600mm cover.	M	300		
3.6	Extra over – intermediate material	M <sup>3</sup>	800		
3.7	Extra over – hard rock	M <sup>3</sup>	200		
3.8	Extra over – boulders	M <sup>3</sup>	100		
3.9	Hand excavations full occupation	M <sup>3</sup>	800		
3.10	Hand excavation – disruptive 40%	M <sup>3</sup>	200		
3.11	Services crossing	Item	50		
3.12	Services alongside trench	m	600		
3.13	Hand excavations (restricted )	M <sup>3</sup>	200		
3.14	Hand excavation (under tracks)	M <sup>3</sup>	100		
3.15	Load spoil excavation material and dump on site radius 400m	m <sup>3</sup>	400		
3.16	Load, spoil excavation material to dump; radius 40 km.	m <sup>3</sup>	50		
<b>4.</b>	<b><u>REPAIR TO ROADS</u></b>				
4.1	Imported selected gravel G4	m <sup>3</sup>	100		
4.2	Placing & comp G3 - 150mm layer	m <sup>2</sup>	100		
4.3	Prime area for premix	m <sup>2</sup>	100		
4.5	Premix asphalt - 30mm	m <sup>2</sup>	100		
4.7	Single seal (chip and spray)	m <sup>2</sup>	30		
4.8	Double seal	m <sup>2</sup>	30		
4.9	Cape seal (chip, spray & slurry)	m <sup>2</sup>	30		
4.10	Slurry seal	m <sup>2</sup>	30		

Respondent's Signature

Date &amp; Company Stamp

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Total</i>
<b>6.</b>	<b><u>BACKFILLING (PIPE TRENCHES)</u></b>				
<b>6.1</b>	<b>BACKFILL:</b>				
<b>6.1.2</b>	Back fill pipe trenches as per SABS 1200 up to 1m deep	m <sup>3</sup>	3300		
<b>6.2</b>	<b>BEDDING</b>				
<b>6.2.1</b>	Dia. 200mm all around pipes	m	800		
<b>6.2.2</b>	Dia. 150mm all around pipes	m	800		
<b>6.2.3</b>	Dia. 100mm all around pipes	m	1000		
<b>6.2.4</b>	Dia. 80mm all around pipes	m	400		
<b>6.2.5</b>	Dia. < 50mm	m	200		
<b>7.</b>	<b><u>WATER PIPES mPVC class 16</u></b>				
	Lay/joint complete:				
<b>7.1</b>	50mm diameter	m	20		
<b>7.2</b>	75mm diameter	m	20		
<b>7.3</b>	90mm diameter	m	30		
<b>7.4</b>	110mm diameter	m	1000		
<b>7.5</b>	160mm diameter	m	800		
<b>7.6</b>	200mm diameter	m	800		
<b>8</b>	<b><u>WATER PIPES HDPE type 4 class 16</u></b>				
	Lay/joint complete:				
<b>8.1</b>	40mm diameter	m	50		
<b>8.2</b>	50mm diameter	m	50		
<b>8.3</b>	63mm diameter	m	50		
<b>8.4</b>	75mm diameter	m	300		
<b>8.5</b>	100mm diameter	m	100		
<b>9</b>	<b><u>WATER PIPES as Polycop (domestic)</u></b>				
	Lay/joint complete:				
<b>9.1</b>	15mm diameter	m	50		
<b>9.2</b>	22mm diameter	m	110		
<b>9.3</b>	28mm diameter	m	120		
<b>9.4</b>	35mm diameter	m	20		
<b>9.5</b>	42mm diameter	m	50		
<b>10</b>	<b><u>WATER PIPE Galvanised Iron (G.I. - medium duty)</u></b>				
<b>10.1</b>	Lay/joint complete				
<b>10.1.1</b>	20mm diameter	m	10		
<b>10.1.2</b>	25mm diameter	m	10		
<b>10.1.3</b>	32mm diameter	m	10		
<b>10.1.4</b>	40mm diameter	m	10		
<b>10.1.5</b>	50mm diameter	m	10		
<b>10.1.6</b>	80mm diameter	m	10		
<b>10.1.7</b>	100mm diameter	m	20		
<b>10.1.8</b>	150mm diameter	m	10		

10.1.9	200mm diameter	m	10		
10.2	<i>Denso tape wrapped around pipe</i>				
10.2.1	80mm diameter	m	12		
10.2.2	100mm diameter	m	12		
<b>TOTAL AMOUNT (exc VAT)</b>					

Total amount in words : \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_(exc VAT)

Completion period of this project : \_\_\_\_\_

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

**Notes to Pricing:**

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

REFERENCES :

Name of company	Contact person	Telephone

\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date & Company Stamp

### Section 3

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

A Supplier/Service Provider 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 [the Goods] or services [the Services] specified in the Order from the person to whom the Order is addressed [the Supplier/Service Provider]. Transnet does not accept any other conditions which the Supplier/Service Provider 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

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider 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/Service Provider warrants that the Goods/Services 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/Service Provider's obligations under the Order.
- 3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider 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/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

#### 4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

4.2 Payment of the Supplier's/Service Provider'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/Service Provider, 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 Goods/Services or any written material provided to Transnet relating to any Goods/Services 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/Service Provider 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/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

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

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

## 6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider 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/Service Provider 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 PUBLICITY

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

## 8 TERMINATION OF ORDER

- 8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider 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/Service Provider when such work on the Order shall stop.
- 8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider 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/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

## 9 ACCESS

The Supplier/Service Provider 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/Service Provider's employees. The Supplier/Service Provider 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.

## 10 WARRANTY

The Service Provider warrants that it is competent to supply the Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [inter alia] the Services 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/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs,



claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

#### **11 INSOLVENCY**

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

#### **12 ASSIGNMENT**

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

#### **13 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 acknowledgement of receipt by the recipient.

#### **14 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 Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Service Provider 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 Service Provider 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.

#### **15 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 4,5,6,7 and 11. 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.

#### **16 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.

**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**

**Section 4**  
**VENDOR APPLICATION FORM**

"PREVIEW COPY ONLY"

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



# Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

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

**NB:**

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

## **IMPORTANT NOTES:**

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

Regards,

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



# Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name			Bank Account Number				
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million	R5-35 million	> R35 million			
Does Your Company Provide		Products	Services	Both			
Area Of Delivery		National	Provincial	Local			
Is Your Company A Public Or Private Entity			Public	Private			
Does Your Company Have A Tax Directive Or IRP30 Certificate			Yes	No			
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							

<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.	

**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 5**  
**GENERAL BID CONDITIONS - Appendix (i)**

The Appendix (i) is not attached, this document is available on request.

"PREVIEW COPY ONLY"

**Section 6**

**STANDARD TERM AND CONDITIONS OF CONTRACT (SERVICES) - Appendix (ii)**

The Appendix (ii) is not attached, this document is available on request.

**"PREVIEW COPY ONLY"**

## ANNEXURE A

### BLE10107 : THE MODIFICATION AND REPLACEMENT OF WATER RETICULATION AT BELLVILLE MARSHALLING YARD AND FACILITIES, BELLVILLE

#### SPECIAL CONDITIONS

1. Scope of Contract

This contract consists of the replacement of water reticulation at Bellville Marshalling Yard and locomotive depot, complete with pipes and fittings. The extent of the work shall be as shown on the drawings and the site inspection.

Included in the price of the work must be the cost of all items with respect to the work as per specifications hereinafter. This shall include all material and labour necessary for the proper execution and completion of the work in every respect (except for such items that are expressly excluded) according to the true intent and meaning of the contract documents taken together.

2. Work excluded from the Contract

TRANSNET Limited or others shall do the following work and no allowance is to be made for them in the tender price except where stated in brackets after the respective items.

2.1.1 *The supply of Fire Hydrants, Fire Hydrant markers and boxes as indicated in the pricing:* The contractor shall take delivery of these items and store and install as priced in the schedule of rates.

2.1.2 *Excavation under track*

All excavation under track shall be carried out by Infra or under Infra instructions. The contractor shall lay the sleeve pipe and bed as specified.

3. Site

The site is situated in Caledon West Street, Bellville South, all as indicated on the site plan.

4. Contract Documents

The contenders are required to acquaint themselves with the contents of the documents. By submitting this tender the Contenders would have deemed that they have acquainted themselves with the Condition of this Contract.

5. Contract Drawings

Three sets of contract drawings, as stated below, will be handed to the successful contractor.



## CIVIL DRAWINGS:

- Site Plan and Layout – BLE0248m & BLE0249m - to be handed to contenders (bidders) at the site including a detail of the Fire Hydrant (FH) installation.
- Drawing B Trust block for pipe bends
- Drawing C Trust block for 45° and T –pieces
- Drawing D Trust block for end caps.
- Drawing E Manhole valve chamber
- Drawing J Valve
- Drawing K Bedding cradle and flexible support.
- Drawing L Manhole with valve “B”

The contender attention is drawn to the possibility of certain requirements varying from those shown on the drawings. Such varied requirements have been embodied in the specifications and where discrepancies occur between the drawings and the specifications, the cost of the requirements in the specifications are to be allowed for in the tender price.

### 6. Specifications

This specification comprises parts with headings as indicated and with pages numbered consecutively as follows:-

PART A - Special Conditions

PART B – Project Specifications

Section 2 – Price List / Schedule of Rates and Prices

No alterations, erasures or additions of any kind shall be made by the Bidders / Contenders in, from or to any part of this specification unless expressly required to be made by written notice and should any unauthorised alterations, erasures or additions be made they will not be recognised by TRANSNET Limited.

### 7. Completion dates and Penalties

The contractor must complete the whole of the contract no later than eight-four (84) work days after the date of the letter notifying him of acceptance of his tender. However, the contractor may indicate that they intend doing this in a shorter period but shall indicate this at the Price List / Schedule of Rates and Quantities, see Section 2.

The period commences from this date and excludes all weekends, public holidays and statutory holiday periods viz. work days. Failing completion of whole of the work within the period stated above or with any shorter period offered by the contender and accepted by TRANSNET Limited, the Tenderer shall pay to TRANSNET Limited as penalty the sum of R 1 000,00 (One Thousand Rand) for every day of part thereof during which the works remain incomplete.

8. Project Manager  
Project Manager means any person or representative appointed from time to time by TRANSNET Limited and notified in writing to the Contractor.
9. Inspection of the work
- 9.1 No work shall be covered up or put out of view without the approval of the Project Manager. The contractor shall afford full opportunity for the Project Manager to examine and measure any work, which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon.
- The Contractor shall give due notice to the Project Manager whenever any such work of foundations is or are ready or about to be ready for examination and the Project Manager shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attended for the purpose of examining and measuring such work or of examining such foundations.
- 9.2 The Contractor shall uncover any part or parts of the work or make openings in or through the same as the Project Manager may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Project Manager. If any such part or parts have been covered up or put out of view after compliance with the requirements of Sub-Clause 9.1 of this Clause and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by TRANSNET Limited but in all other cases all such expenses shall be borne by the Contractor.
10. Payment  
Payments shall be made once the work has been satisfactorily completed and shall be in accordance with the price list / "Schedule of Rates and Quantities", (Section 2).
- The payment shall be measured and quantified according to the Bill; excluding retention amount, however, interim payments may be made on request (maximum of once a month). The interim payments shall be for the work completed as at date of an agreed inspection.
11. Escalation  
This contract does not make provision for compensation in respect of increased costs and the Contenders must allow in his fixed price for any increased costs which he may encounter during his contract period such as extended period as the Project Manager may allow.
12. Electricity  
Electricity may be made available if required by the Contractor. However the Contractor shall approach the Project Manager for a connection.

The Contractor is to provide all the necessary extension leads, plugs, etc. which shall include an earth leakage device in accordance with safety standards.

13. Water

Water shall be available for the purpose of construction of the works only. The water shall be used conservatively and if this privilege is misused by water wastage TRANSNET shall charge the contractor for the estimated loss of water.

The Contractor shall supply all necessary standpipes and temporary plumbing required for the works and remove same on completion and make good any damage caused thereby at his own cost.

14. Inspection of the site

All Contenders must attend a site inspection refer to Notice to Bidders.

15. Working outside the normal working hours

Normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain permission in writing within 24 hours before such work is required to be undertaken. TRANSNET Limited will not unreasonably withhold permission; however, the Contractor may have to pay for TRANSNET Limited's supervisory personnel.

16. Compliance with statutes

The contractor shall comply with the provisions of :

16.1 the Workmen's Compensation Act, 1941, as amended;

16.2 the Occupational Health and Safety Act (Act 85) of 1993 as amended including GN 155 Asbestos Regulations.

16.3 the Provincial Ordinates and Local Authority By-Laws and all relevant regulations framed therein under, and all other applicable legislation.

17. Safety Precautions

17.1 Damage to Transnet's Assets

The Contractor must take adequate precautions not to damage surrounding structures, as he could be held liable for any damages. Structures where particular precautions must be taken are underground services (cables, water mains, etc.), paving.

17.2 Indemnity

Further to the general condition (where relevant) the Contractor shall be required to indemnify TRANSNET Limited against any and all claims that could occur during the contract period. An application and

indemnity form is attached and the Contractor will be required to complete the form before commencement of the work.

17.3 Insurance of the Work

The Contractor shall insure the work, material, equipment, plant and other items brought on to the Works for the purpose of the contract, against loss or damage for whatever cause. No claims will be considered due to loss or damage of any consequences thereof.

18. Day work

The Project Manager may order that any additional or substituted work be executed on a day work basis. For work so rendered and executed, the Contractor shall be paid in terms of the conditions set out in the day work schedules and at the rates and prices quoted by him in his tender. Should **material** be required to perform day work, the Contractor shall be paid the cost of material supplied by the Contractor and actually used in the additional or substituted work plus 10 (ten) percent or if not acceptable to the contenders acceptable amount that must be stated in the Price List / Schedule or Rates and Prices – Section 2. The contender must observe that if this amount is out of line with the other contenders it could have a bearing on the award of the tender.

19. Site Instructions

A site instruction book / diary “combination”, in triplicate (A4), shall be provided by the contractor to record all instruction and any incident that could occur during the contract period. Only instructions given in this site instruction book and duly signed by the Project Manager shall be recognised.

20. Variations

Alterations, Extras, Additions and Omissions will be based on the “Schedule of Rates and Quantities” – Section 2 and / or clause 18 “Day work” of this Special Conditions and will be referred to as variations to this Contract

NOTE: *Variations will only be allowed if it is recorded in the Site Instruction Book and approved by the Project Manager as per clause 18 of this Special Conditions.*

21. Programme and modus operandi

The contractor shall provide a programme on how he intends to perform the work.

The programme shall align with the contract period (clause 7) and must show all activities (wet trades, finishing's, etc.).

The contractor must secure the premises (site, excavations, etc.) after each day. This is to ensure safety of night staff and to prevent theft.

22. SUBSTANCE ABUSE TESTING

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations 2A “INTOXICATION” **An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.** Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

✦

Annexure A BLE10107

"PREVIEW COPY ONLY"

**ANNEXURE B**  
**PROJECT SPECIFICATION**

**REPLACE ASBESTOS WATER RETICULATION NETWORK IN BELLVILLE**

- The work required shall be to replace Asbestos water reticulation network present in the Bellville:
  - class 16 200mm. M-PVC pipe**
  - Class 16 150mm M-PVC pipe**
  - Class 16 90mm M-PVC pipe**
  
- Supply and fit 80mm galvanise steel pipes for fire hydrants
- Supply and fit SG iron hydrant tees
- Supply and fit 90ø bends for galvanised pipe
- Supply and fit 45ø pressure bend with joints: 45ø, 22.5ø and 90ø
- Supply and fit 200mm AC coupling for MPVC pipe.
- Supply and fit 20mm PVC –AC adaptor
- Supply and fit SG iron reducing tees 200mm – 150mm-100mm
- Supply and fit SG Iron saddles with four galvanised bolts and nuts, two straps and a rubber gasket which seats in a recess under the saddle. The drilling and tapping shall be from 15mm – 50mm
  
- Supply and fit 110mm SG Iron K class 16 gate valve complete with lockable valve box
  
- Supply and fit tamper-proof fire hydrant valves 80mm (28)
  
- Supply and fit Hydrant valves (28)
  
- Also replace damaged tarred area after completion of pipe laying process to match existing.
  
- The work shall be carried out in accordance with this specification and the drawings with special reference to the South African Bureau of Standards (SABS) 1200. The particular SABS 1200 sections to consider are DB; L; LB and LD. Furthermore, the Code of Practice SABS 0120 and Special report number 35 “Pipe Laying Principles” published by HMSO to British Codes of Practice must be followed and the red-book for STANDARD SPECIFICATIONS FOR ROADWORKS AS PER CLAUSE 11-2.3.

Class of pipe to be used:

The water pipes shall be M-PVC Class 16

- The water fittings shall be malleable cast-iron fittings to SABS 509. Any exposed joint shall be sealed with “Denso” tape or other approved means.
  
- **Modified MPVC with the manufacturing and testing procedures complying with SANS10966/1976 to class 9 (9 bar) including fittings to suit.**

#### Site Establishment:

- No facilities will be necessary for the employer's (TFR) staff .but a daybook (diary) and site instruction book for reference and engineering input must be kept on the site.
- The facilities for the contractor shall be at the contractor's discretion but shall not be less than that as prescribed by law and to ensure that the standards required are met.

#### Excavations:

- Cut into existing 200ø Asbestos pipe and fit appropriate Tee
- The contractor must allow for clearance of the site to be excavated to a width associated to the depth required for proper excavation of the pipe. Excavate to reduced levels to suit layout as indicated on the plan or as per the site instruction if deviated from the drawings and to optimum depth and width. Any over excavation shall be to the contractor costs. Allow for the necessary de-watering and shoring to ensure that no collapse of the trenches shall occur especially when working near to the track. Further allow for barriers and caution tape along the trench to caution and protect the employer's and patrons.
- The water line shall be laid as follows:  
The water pipe shall at all times be between 800mm and 1000mm from the finished ground level. The water line shall be sleeved where it crosses the road and this sleeve pipe shall have a clearance of not greater than 20mm between the water pipe and sleeve pipe and **filled with "Sista" or equivalent filling material** to prevent pipe movement. The sleeve pipe shall extend one metre beyond the end of the road shoulder.

#### 4 The installation of the pipes

Brief notes on the SABS 1200 that relate to the installing of pipe. The drawing references are annexed as Drawing "A".

##### 4.1 Excavations:

- Pipe trenches shall be excavated to a depth suitable for the provision of adequate cover over the crown of the pipe, and to specified or allowed width SABS 12000 DB C1.5.2.
- The sides of trenches shall be as near vertical as possible for a height at least the full diameter of the pipe, plus the specific depth of selected fill blanket over the pipe, SABS 1200DB 1.5.4.
- Excavation under railway track and other services specifications will be supplied by The Infra department Bellville (Andries Mouton) Please note all the relevant permits and other related documents must be obtained before the project can commence.
- Trench bottom: material unsuitable for the bottom of the trench shall be excavated, refilled with selected material and compacted, SABS 1200DB C1.5.5.
- It is important that the trench is not opened too far in advance of the pipe laying operation. Where possible, pipes must be back-filled immediately after laying, with the joints left open for testing.

- It is recommended that the depth of cover, from the top of the pipe to the ground surface, be **not less than 900mm**.

#### 4.2 Bedding

- Bedding and fill shall be selected granular material. The trench bed must be free of all stone or hard projections, which are likely to cause damage to the pipe, SABS 1200LB C1.2.3 & SABS 1200LB C1.3.3.
- MPVC pipe shall be supported on a continuous bed of selected granular material of compacted depth at least 100mm, and covering the full width of the trench, SABS 1200LB C1.5.3 & SABS DWG LB-2.
  - i) Selected granular material shall be material of granular, non-cohesive nature, graded between 0,6mm and 12mm, is free draining and has the specified compact ability, SABS 1200LB C1.3.1.
  - ii) Compaction density for bedding cradle shall be 90% modified AASHTO, SABS 1200LB C1.5.1.1.4.
  - iii) Additional selected granular material shall be placed around the pipe in layers of approximately 100mm, SABS DWG LB-3 and compacted to the specified density, to a height of 100mm above the crown of the pipe.

#### 4.3 Fill Blanket

- The fill blanket shall be the specified density (90% modified AASHTO) up to a depth of at least **300 mm** above **the crown** of the pipeline, SABS 1200LB C1.5.1.4 & 1200LB C1.5.3.
- Particular care should be taken at all times to prevent damage, deflection or displacement of the pipeline.  
See Drawing "A" for reference.

#### 4.4 Back-filling

##### **Fill material**

Selected fill material shall be used and shall be free of vegetation, lumps and stones or any other foreign particles of diameter exceeding 30mm.

See Drawing "A" for reference.

#### 4.5 Minimum Cover

- Design the water line to provide a minimum crown depth cover over the top of the pipeline of 900mm.

For further notes see clause 4.1 above.

##### Filling / Compaction

- Backfill of pipe trenches shall commence after the pipe has been laid and firmly bedded in

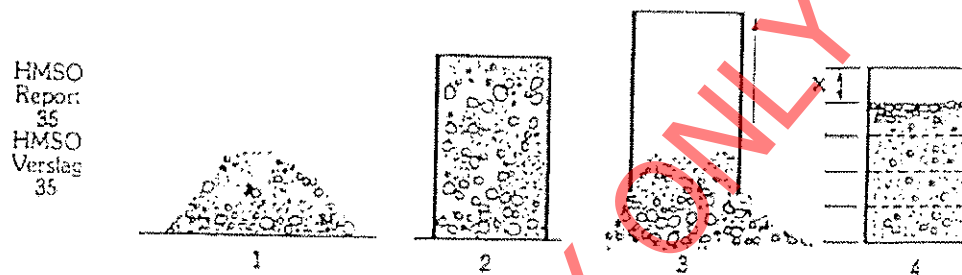


the bedding cradle, and the selected fill blanket placed and compacted as specified, SABS 1200DB C1.5.6.1.

#### 4.6 Rule of Thumb Test for Suitability of Soil as a Backfill Material

- STEP 1 Make a representative sample by quartering.
- STEP 2 Take a 250mm length of 160mm diameter pipe. Fill it loosely with sample.
- STEP 3 Lift pipe off loose filling.
- STEP 4 Tamp filling back into pipe about 60mm at a time using a metal rammer with 37mm diameter head. Tamp until no further compaction can be obtained. Measure X.

Conclusion:



Conclusion:

If X = 25mm or less – the soil is suitable.

If X = 26mm to 75mm – the material can be used only with extra care in compacting backfill, but not in wet conditions.

If X = 76mm or over – the material is unsuitable.

**Note:** Pipe must be back-filled immediately after lying, leaving the joints exposed for testing. The pipeline must be laid directly on the prepared bedding in the trench, and any temporary supports, bricks or other foreign, hard bodies must be removed.

#### 4.7 Compaction

- **In areas of non-road traffic loads**, back-filling shall be in layers of not exceeding 300 mm (after compaction) and the material compacted to 90% modified AASHTO density, SABS 1200DB C1.5.7.1.
- **In areas of road traffic loads**, trenches shall be back-filled in layers not exceeding 150mm (after compaction) and the material compacted to 93% modified AASHTO density (cohesive soils) and to 98% in the case of non-cohesive soils, SABS 1200DB C1.5.7.2.
- **Cement Stabilisation** of base will be done for the *full width of the road x 450mm thick* and compaction layers of 150mm to 98% Mod. AASHTO AS PER CLAUCE 11-2.3 OF Red Book for Standard Road Specifications.

**Note:** Concrete encasing of horizontal mPVC pipelines is not recommended, as it converts a flexible pipeline into a long, un-reinforced concrete beam of negligible flexural strength, likely to fracture with minor ground movement, SABS 0120 C1.4. If encasing of concrete is required and the traffic loading is high then reinforcing of this section will be considered.

#### 4.8 Joints

Flexible joints are available for all types of pipe and should be used in preference to rigid joints. They allow the pipeline to flex in the event of soil movements and also allow for thermal change, SABS 1200LD C1.3.2 & SABS 0120 C1.5.

#### 5 Water Reticulation:

- Replace the 110mm main supply pipe and connect to branch lines by means of 25mm SG Iron saddles.
- The water line shall be laid as indicated, between 800mm. and 900 mm. from the finished ground level. The pipe and fittings shall be manufactured in accordance with SABS 966/1976 and laid in accordance with SABS 1200 L.
- The new valve complete with a closable valve box will be placed in a position at the connection point outside the fence at GRW.

#### 6 Valves and valve box:

6.1 The valve shall comply with SABS 664 class 16 "waterworks gate valve" non-rising spindle with cap top. The minimum specifications shall be as given below: See annexure

- |   |                             |
|---|-----------------------------|
| • Body/Bonnet/Stuffing Box/Gate/Hand-wheel<br>220 | Cast Iron to BS 1452 grade  |
| • Spindle   | Bronze to BS 2872 grade 114 |
| • Spindle nut/Gate Seat/Body Seat                 | Bronze to BS 1400 grade LG2 |
| • Gland packing                                   | Graphite asbestos           |
| • Gasket  | Rubber                      |

The operation shall be for 9 bar (9MPa) pressure rating. The valve shall be fitted with a table "D" flange for easy maintenance.

Provide and install valve chambers as per drawing "B"

Repair Valve chamber 150m X 1.50m X 1m high with Maverick glass-fibre manhole cover

#### 6.2 Anchoring:

Pipes must be anchored at all change of direction, at valves, all stop ends and reducers. Concrete Trust blocks are most commonly used at all anchor points. Anchors points on the pipeline should be protected by means of a *layer of plastic* sheeting.

**It is essential that mPVC pipes are backfilled immediately after each pipe is installed, in order to contain the expansion and contraction that would occur in an open trench. Immediate backfilling restricts expansion and contraction to each individual pipe length where it is catered for by the "LYNG" socket.**

**Note:** All Trust Blocks should be extended onto the socket area of the fitting that is being anchored, and should be keyed into the sides and bottom of the trench. As per Drawing "C"&"D"

## 7 TESTING:

### WATER:

The water line shall be tested as per the SABS 1200 L and to the nominal test for a period of not exceeding 1 hour, to hydraulic pressure equal to 1,25 times the maximum working pressure of the pipe under test. The allowable leakage rate shall be as based on ISO recommendations DP 4191.

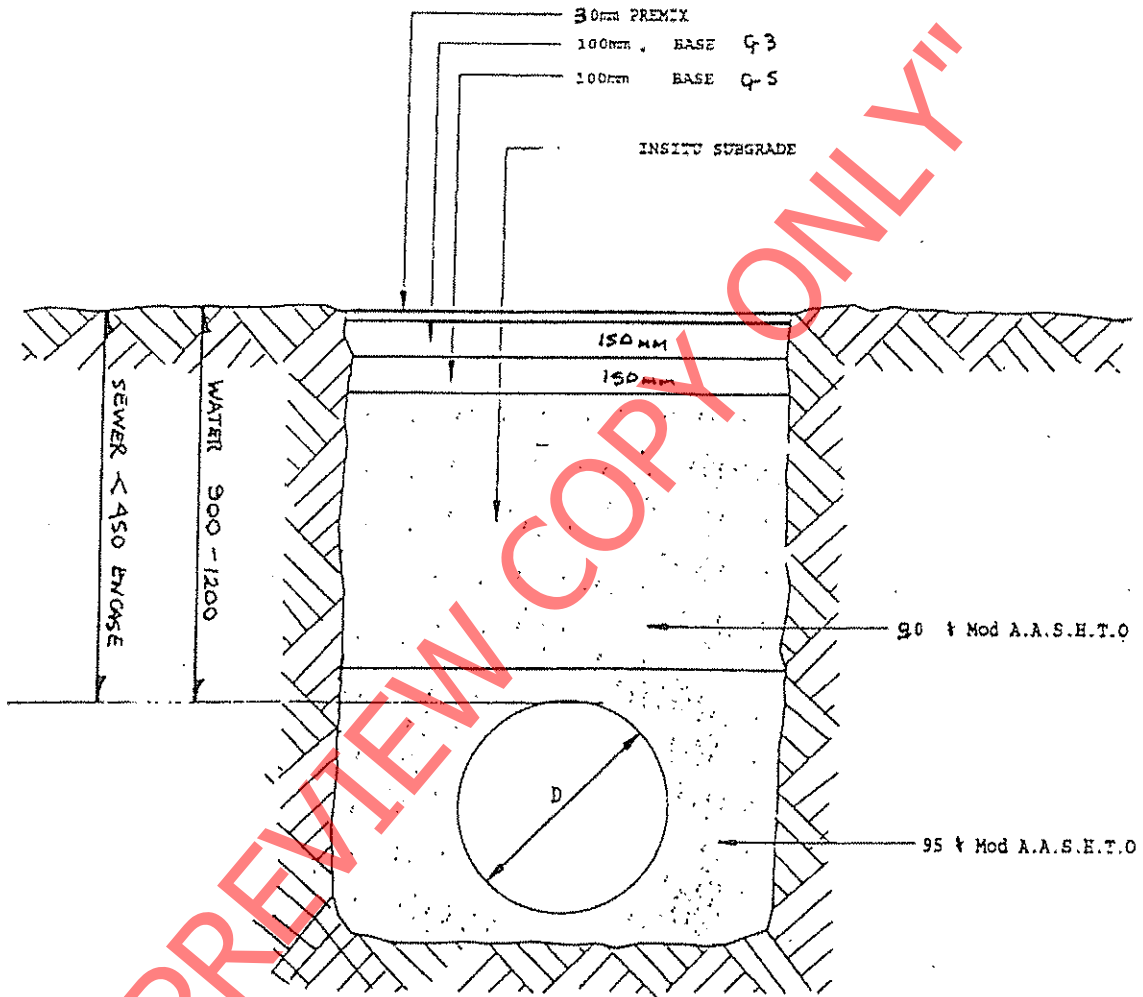
The allowable tolerance shall be as per clause 6 of the SABS 1200 L.

The pipe shall be disinfected in accordance with clause 5 of the SABS 1200 L and shall be flushed clean followed by 0,15 grams per litre of calcium hypochlorite allowed to slowly fill the pipe line and repeated until the water complies with requirements of portable water.

---

DRAWING A

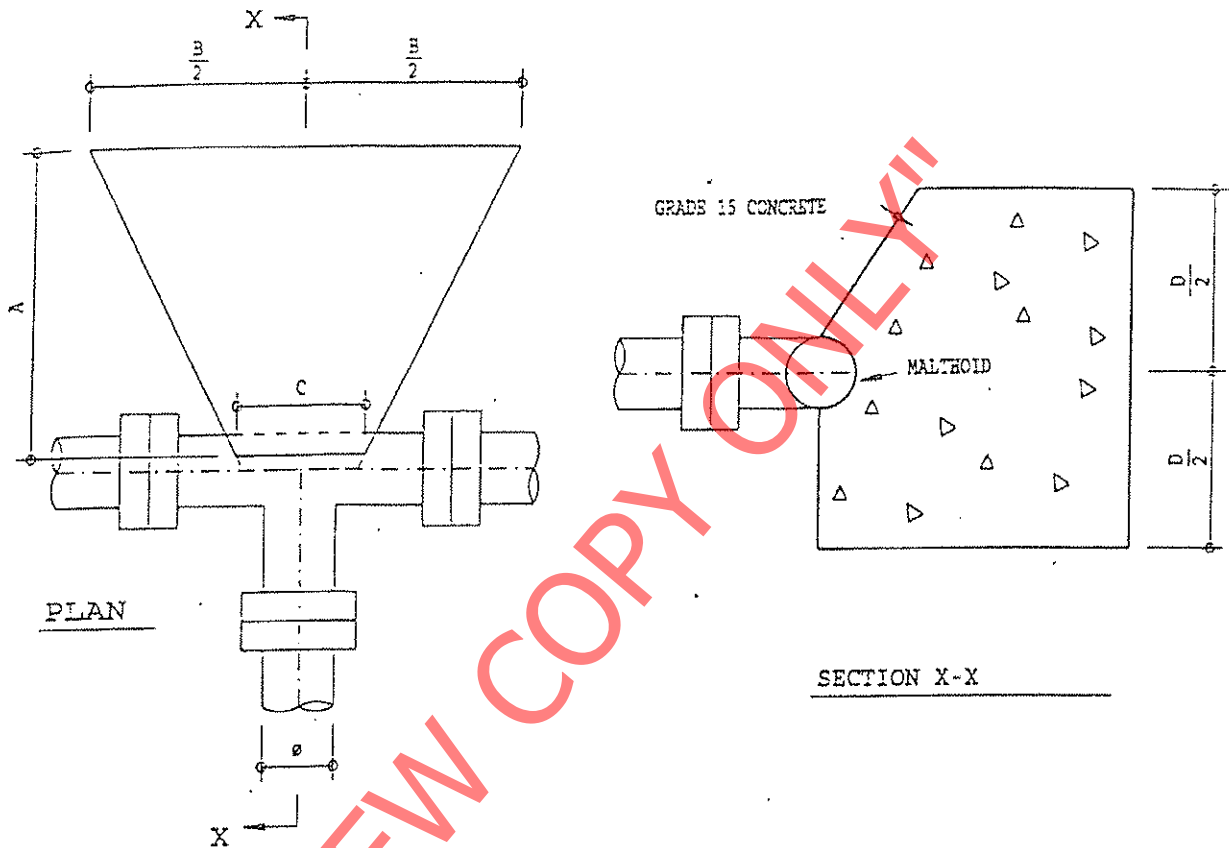
TYPICAL CROSS SECTION DETAIL



SECTION THROUGH PIPE CROSSING

DRAWING B

THRUST BLOCKS FOR PIPE BENDS



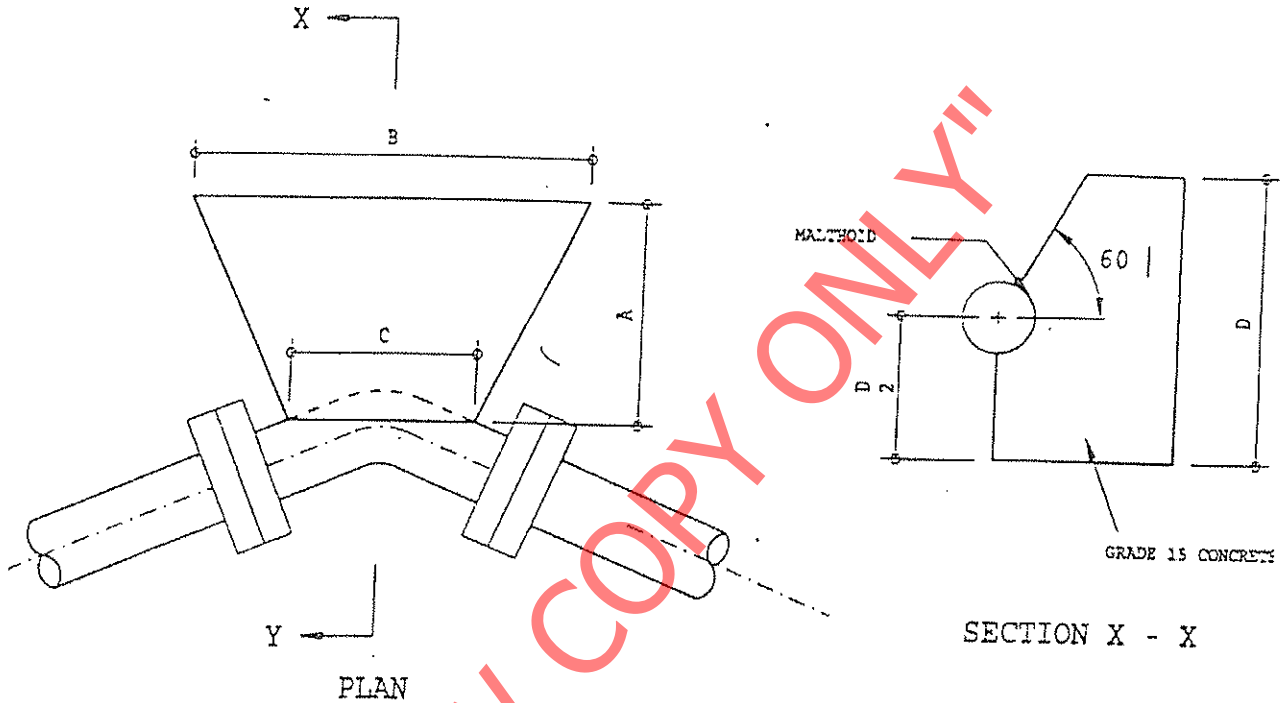
	BRANCH DIAMETER			
	100ø	150ø	225ø	300ø
A	400ø	500ø	1000ø	1500ø
B	600ø	800ø	1500ø	2200ø
C	200ø	300ø	400ø	500ø
D	500ø	600ø	700ø	800ø

NOTES

1. These dimensions and the form of the block are intended as a guide only. The final shape is to be determined on site.
2. Where possible the block is to be cast against undisturbed insitu material.
3. The couplings must remain flexible and removable.
4. Thrust blocks for pipes larger than 300ø to be individually designed.

DRAWING C

THRUST BLOCKS FOR T-PIECES



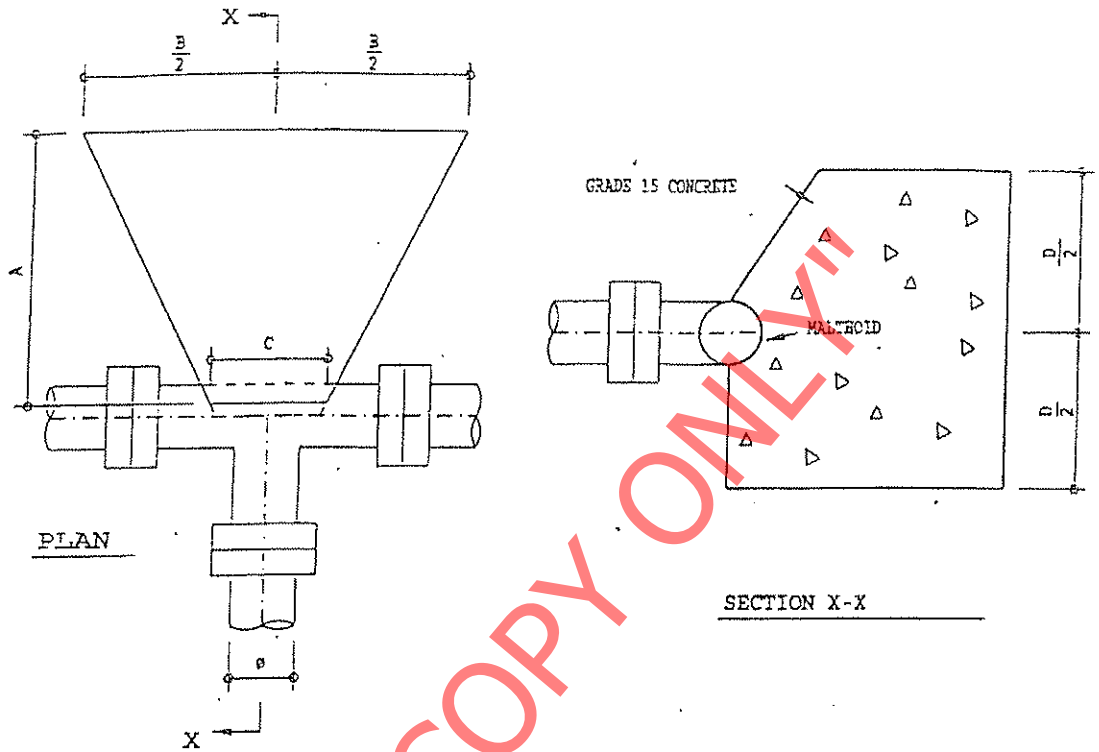
		100 $\phi$	150 $\phi$	225 $\phi$	300 $\phi$
11 1/4	A	500	500	500	800
	B	250	250	350	450
	C	150	150	150	150
	D	500	600	700	800
22 1/2	A	500	500	950	1500
	B	250	300	550	800
	C	150	150	180	210
	D	500	600	700	800
45	A	500	500	900	1400
	B	400	600	1100	1600
	C	210	320	380	440
	D	500	600	700	800
90	A	500	550	1100	1700
	B	600	1100	2000	2800
	C	300	450	600	700
	D	500	600	700	800

NOTES:

1. THESE DIMENSIONS AND THE FORM OF THE BLOCK ARE INTENDED AS A GUIDE ONLY. THE FINAL SHAPE IS TO BE DETERMINED ON SITE.
2. WHERE POSSIBLE THE BLOCK IS TO BE CAST AGAINST UNDISTURBED INSITU MATERIAL.
3. THE COUPLINGS MUST REMAIN FLEXIBLE AND REMOVABLE.
4. THRUST BLOCKS FOR PIPES LARGER THAN 300 $\phi$  TO BE INDIVIDUALLY DESIGNED.

Drawing "C"

THRUST BLOCKS FOR T-PIECES



	BRANCH DIAMETER			
	100ø	150ø	225ø	300ø
A	400ø	500ø	1000ø	1500ø
B	600ø	800ø	1500ø	2200ø
C	200ø	300ø	400ø	500ø
D	500ø	600ø	700ø	800ø

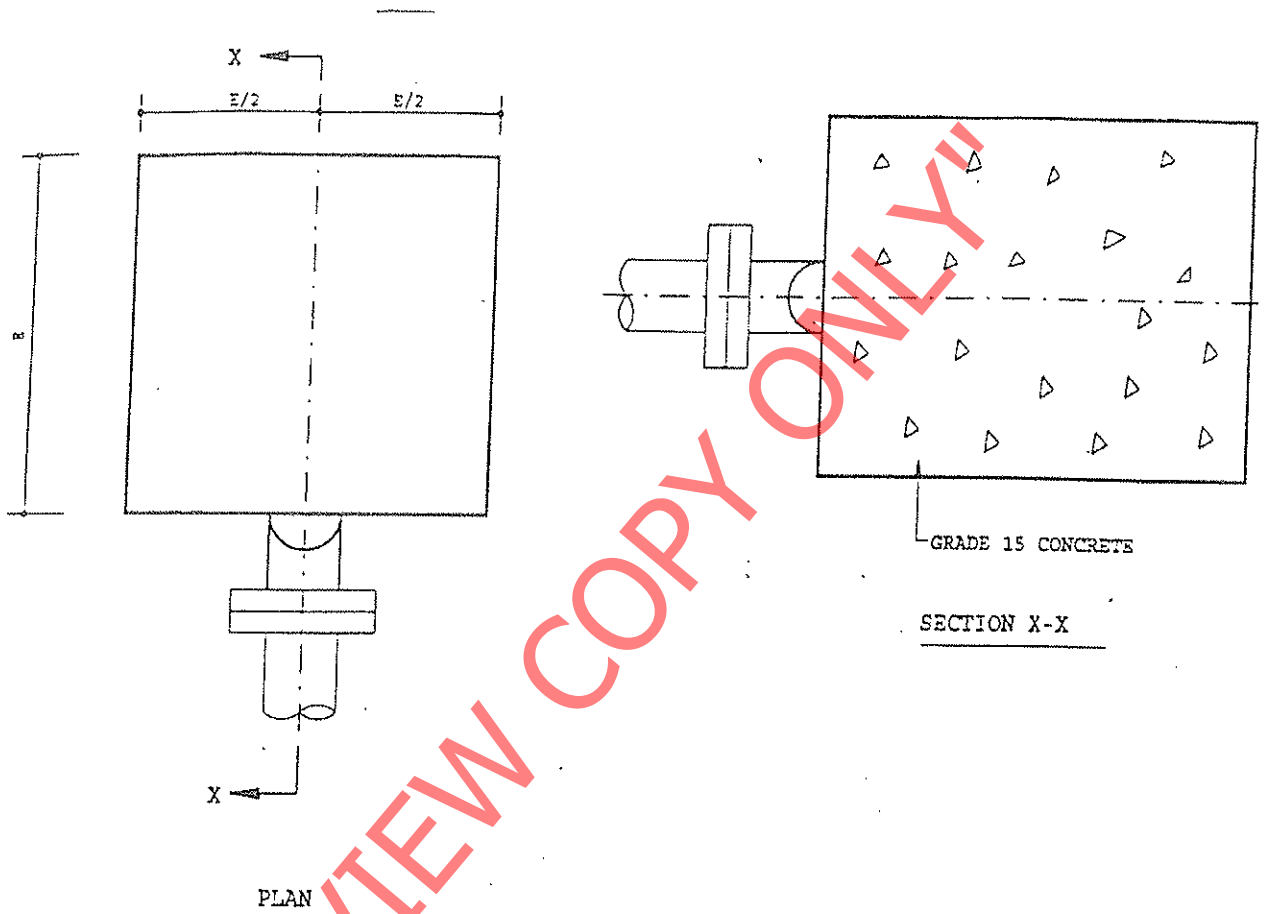
NOTES

1. These dimensions and the form of the block are intended as a guide only. The final shape is to be determined on site.
2. Where possible the block is to be cast against, undisturbed insitu material.
3. The couplings must remain flexible and removable.
4. Thrust blocks for pipes larger than 300ø to be individually designed.

TRANSNET LIMITED  
 (REGISTRATION NO. 90-00900-04)  
 (hereinafter referred to as SPOORNET)

DRAWING D

THRUST BLOCKS FOR END CAPS



PLAN

	PIPE DIAMETER			
	100 $\phi$	150 $\phi$	225 $\phi$	300 $\phi$
D	500	600	700	800
F	500	800	1400	1900

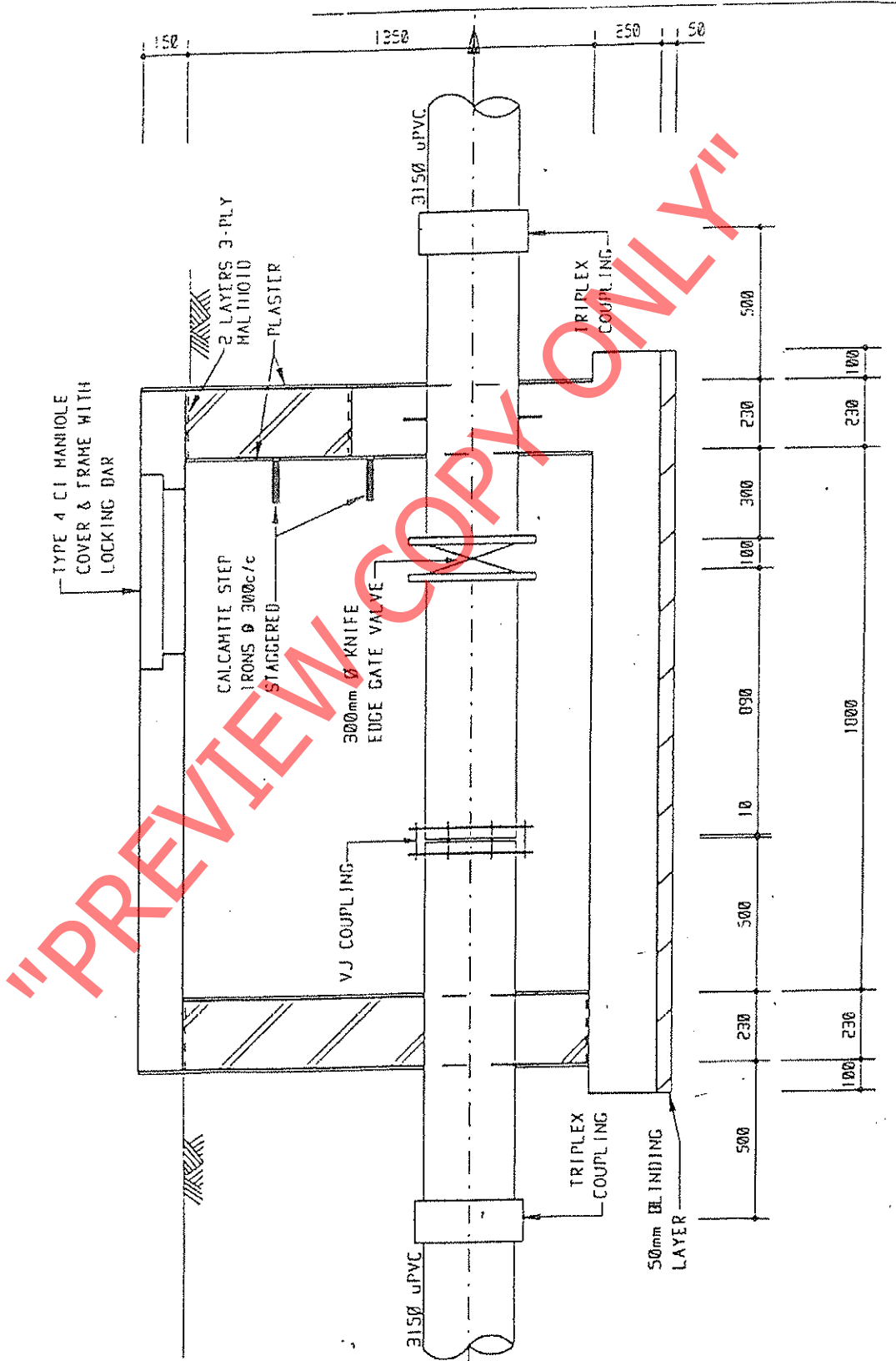
NOTES

1. Dimensions given are minimum sizes
2. Block is to be cast against undisturbed material.
3. The couplings must remain flexible and removable



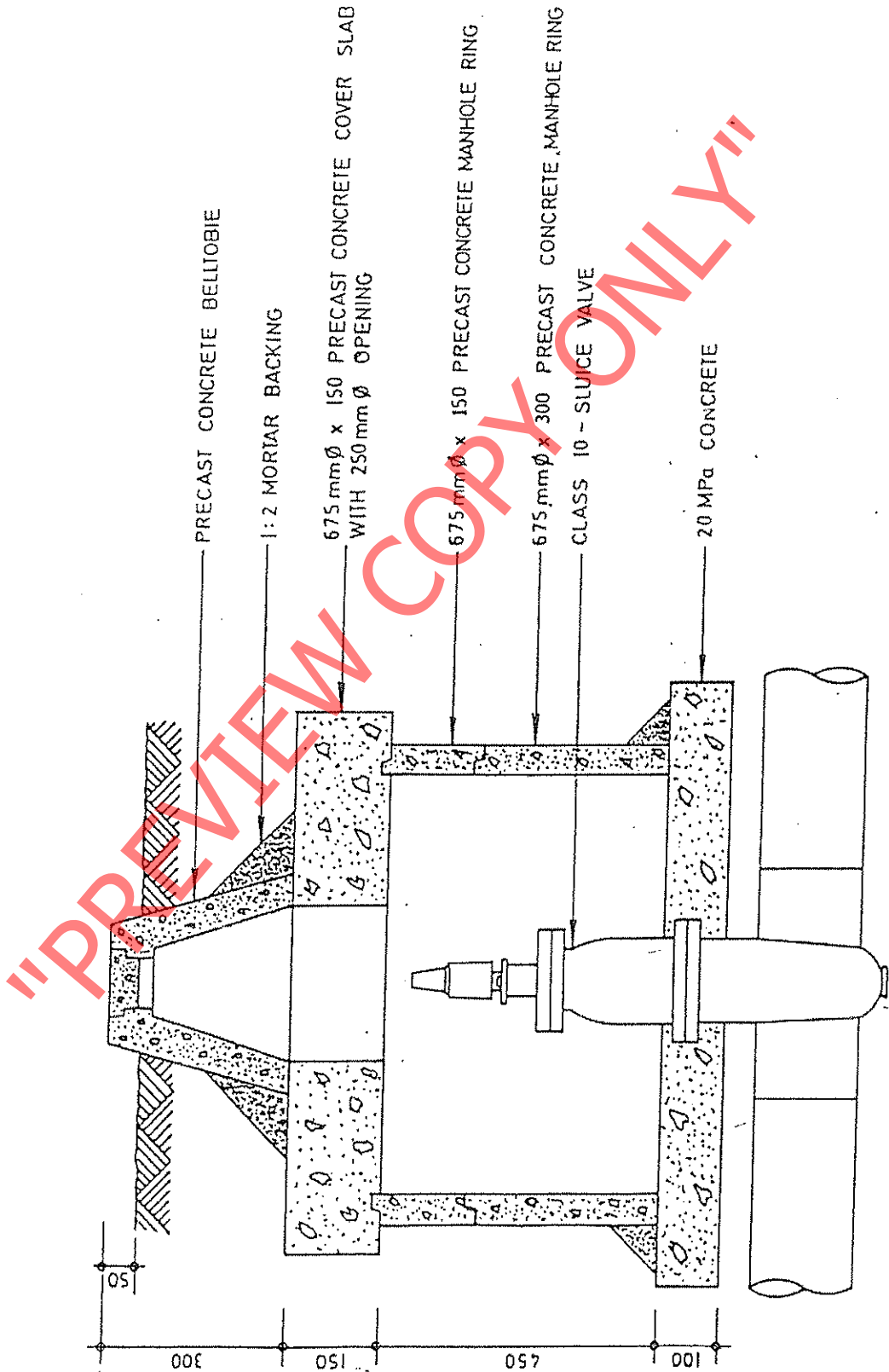
DRAWING E

VALVE CHAMBER



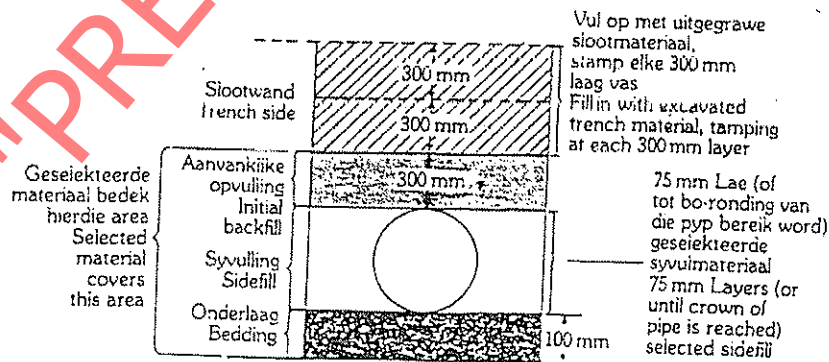
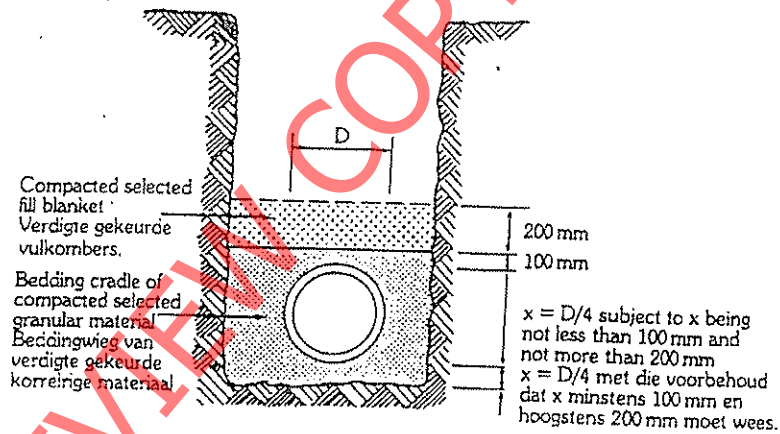
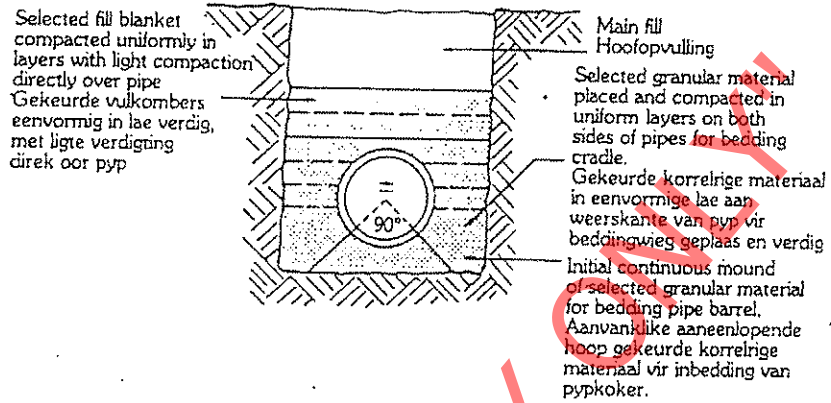
DRAWING J

DETAIL OF VALVE CHAMBER



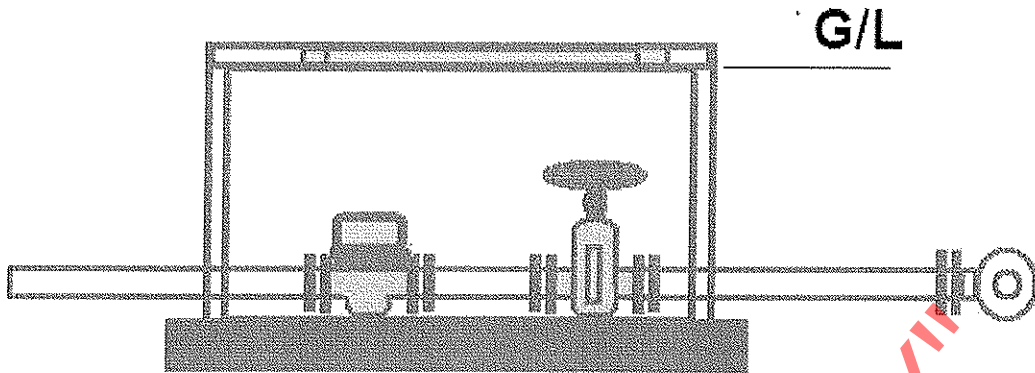
**DRAWING K**

**Bedding Cradle and flexible pipe support.**



## Drawing L

### Manhole with valve "B"



1.50m. x 1.50m. 1 brick wall, plastered on outside and bagged on the inside with a 1m.x1m. Blue Fibre Manhole cover placed on a 75mm. x 25mpa foundation.

"PREVIEW COPY ONLY"

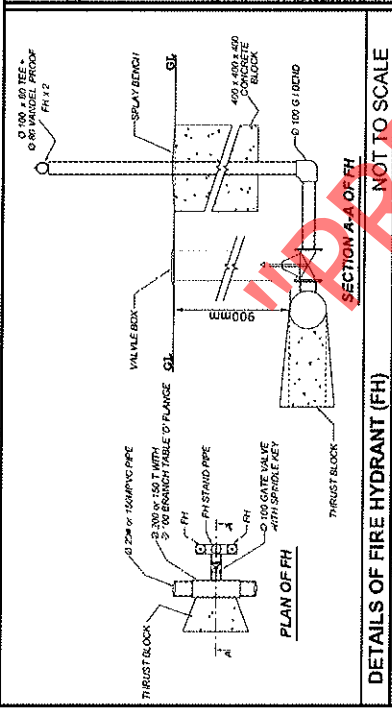
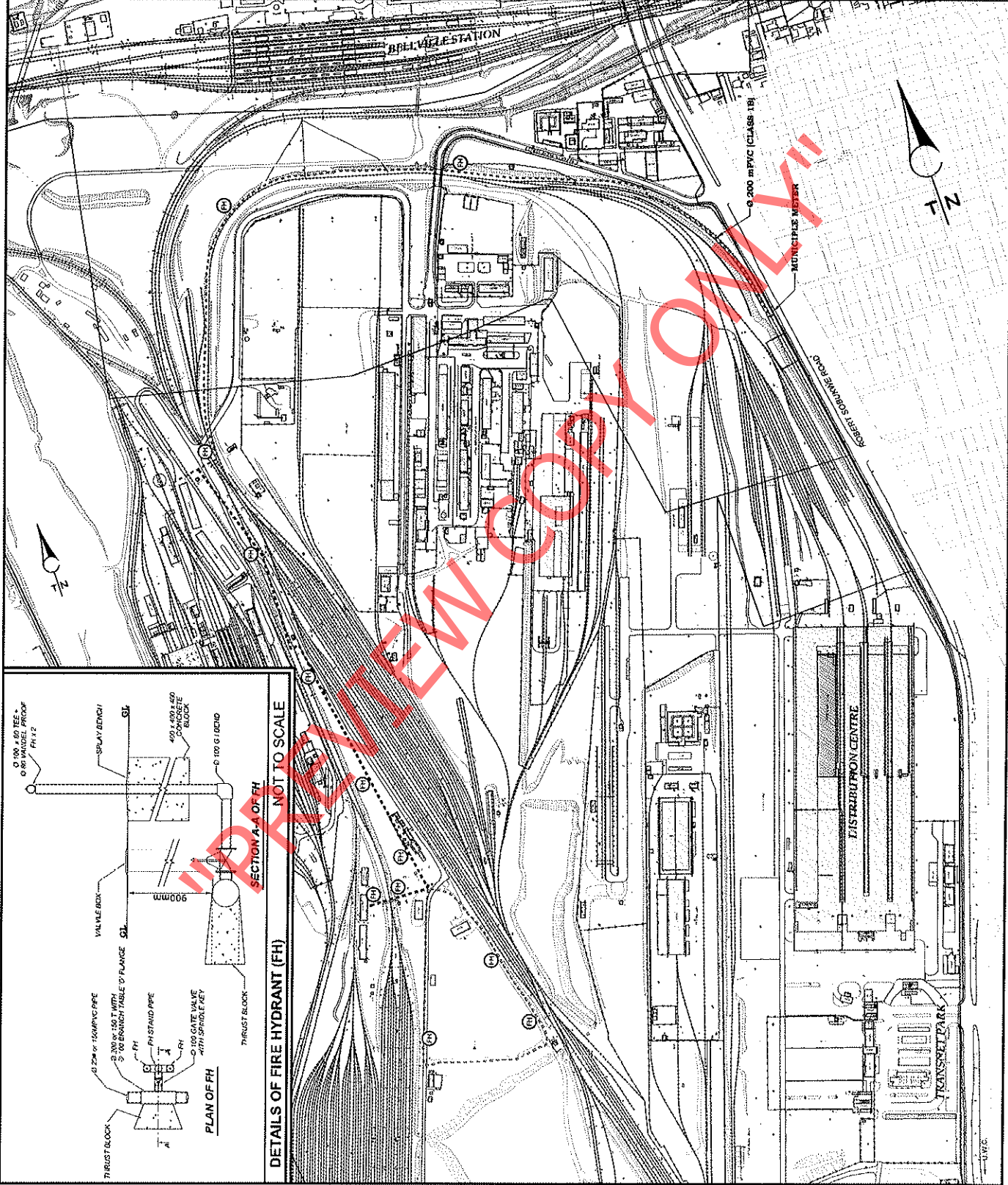
**TRANSNET**  
 TRANSNET PROPERTY  
 PROPERTY TECHNICAL SERVICE  
 10000 100th Ave, Suite 210  
 Richmond, BC V6V 1K6  
 Phone: 604-273-7800  
 Fax: 604-273-7801  
 E-mail: info@transnet.ca  
 Website: www.transnet.ca

**LEGEND:**  
 TRANSNET OWNED LAND  
 200 mm PVC (CLASS 1B PIPE)  
 150 mm PVC (16)  
 110 mm PVC (16)  
 PROPOSED FIRE HYDRANTS

**TRANSNET**  
 THE PROPERTY OF  
 TRANSNET DISTRIBUTION, TRANSNET PROPERTY  
 10000 100th Ave, Suite 210  
 Richmond, BC V6V 1K6  
 Phone: 604-273-7800  
 Fax: 604-273-7801  
 E-mail: info@transnet.ca  
 Website: www.transnet.ca

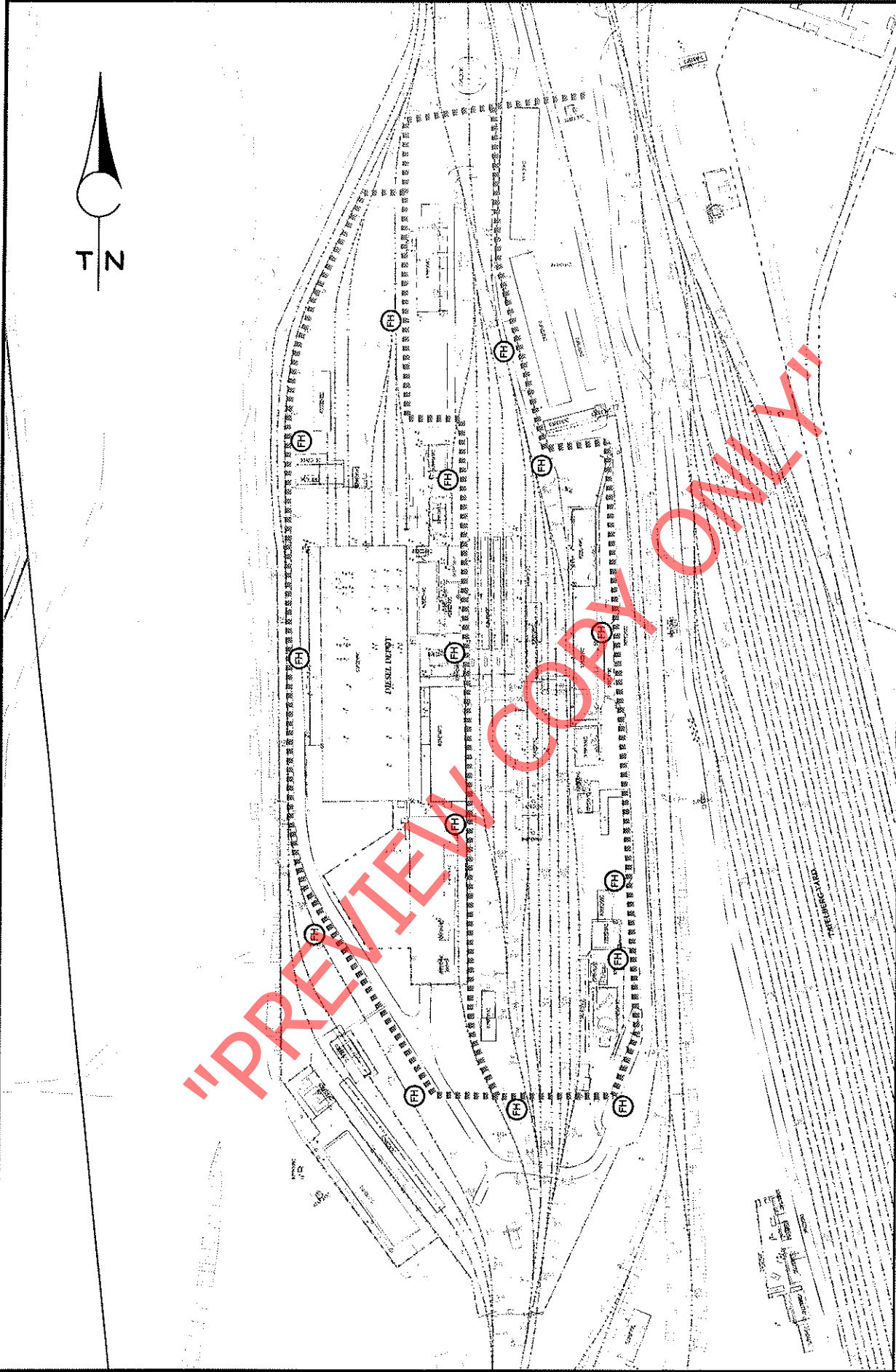
**BELLVILLE**  
 DISCUSSION PLAN  
 PROPOSED WATER NETWORK

Contract	Checklist	Contract Ref.
M.A.D.	0 A.S.	08/04/04
Date	2011/05/15	Scale
Rev.	1 / 4	000
PLAN No.	BLE_0248m	





"PREVIEW COPY ONLY"



**LEGEND:**

- TRANSNET OWNED LAND
- Ø 150 MPVC
- PROPOSED FIRE HYDRANTS

**TRANSNET**

File prepared by:  
GEO-SPATIAL, WESTERBEEK, TRANSNET PROPERTY  
Room 312  
No. 1 Academy Street  
CAPE TOWN  
8000  
Tel: (021) 494-3111  
Fax: (021) 494-3111  
www.transnet.co.za

**BELLVILLE DISCUSSION PLAN**

PROPOSED WATER NETWORK AT DIESEL DEPOT

Compiled: M.A.S. Date: 2013-05-15  
Checked: B.A.S. Date: 2013-05-15

Scale: 1 / 2 000

PLAN No. **BLE 0249m**

PLAN SIZE: A3

BLE0249m

**TRANSNET LIMITED**

(Registration no. 1990/000900/30)

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

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

**2. Definitions**

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

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

### 3. Procedural Compliance

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

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

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

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



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

#### **4. Special Permits**

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

#### **5. Health and Safety Programme**

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

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

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

## **6. Fall Protection Plan**

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

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

## 7. Hazards and Potential Hazardous Situations

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

## 8. Health and Safety File

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

**ANNEXURE 1**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

**Regulation 3(1) of the Construction Regulations**

**NOTIFICATION OF CONSTRUCTION WORK**

- 
- 
- 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.

"PREVENTIVE 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 : \_\_\_\_\_