



T F R , a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No BLE52742

**REPLACE STORM DAMAGED ASBESTOS ROOF AND CEILING INCLUDING
MINOR REPAIRS AND PAINTING AT BELCON CONTAINER DEPOT**

FOR DELIVERY TO: BELCON CONTAINER DEPOT BELLVILLE

ISSUE DATE: 29 April 2014

CLOSING DATE: 13 May 2014

CLOSING TIME: 10:00



RFQ BLE52742

SCHEDULE OF DOCUMENTS

REPLACE STORM DAMAGED ASBESTOS ROOF AND CEILING INCLUDING MINOR REPAIRS AND PAINTING AT BELCON CONTAINER DEPOT

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)
7. Certificate of attendance of RFQ briefing
8. References of previous projects

Annexure A – Project Specifications

Annexure B – Price List

Annexure C – Special Conditions

Annexure D - Policy on the handling and disposal of asbestos

- | | |
|-------------|--|
| E4 E | - Safety arrangements and procedural compliance |
| E7/1 | - Specification for general work and works on, over, under or
adjacent to Railway lines and near high voltage equipment |

Section 1
NOTICE TO BIDDERS

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

METHOD: [post and/or courier]
CLOSING VENUE: [see below for closing venue]

Proposals must reach the Secretariat, 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: **BLE52742**
Description: **REPLACE STORM DAMAGED ASBESTOS ROOF AND
CEILING INCLUDING MINOR REPAIRS AND
PAINTING AT BELCON CONTAINER DEPOT**
Closing date and time: **13 May 2014 AT 10:00 Sharp**
Closing address: *[Refer to options in Delivery Instructions for RFQ below]*

All envelopes must reflect the return address of the Respondent on the reverse side.

A. DELIVERY INSTRUCTIONS FOR RFQ

Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at the main entrance of Transnet Park, ROBERT SOBUKWE Road, Bellville, and should be addressed as follows:

THE SECRETARIAT
ACQUISITION COUNCIL
TRANSNET PARK
TENDER BOX
ROBERT SOBUKWE ROAD
BELLVILLE 7535

- a) The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as above.

Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
6TH FLOOR
TRANSNET PARK
ROBERT SOBUKWE ROAD
BELLVILLE

Please note that this RFQ closes punctually at **10:00 on 13 May 2014**.

1. If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
2. No email or facsimile responses will be considered, unless otherwise stated herein.
3. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
4. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
5. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

B. FORMAL RFQ BRIEFING

- i. A compulsory RFQ briefing and Site Meeting will be conducted at the Transnet Park Building, Robert Sebukwe road, Bellville on the **8 May 2014** at **10:00** for a period of \pm 30 minutes. [Respondents to provide own transportation].
- ii. **Respondents failing to attend the compulsory RFQ briefing will be disqualified.**
- iii. The briefing session will start punctually at **10:00** and information will not be repeated for the benefit of Respondents arriving late.

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 that the following preference point system is applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included).

- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to be below R1000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

[Refer clause 19 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: Cobus Carstens Email: cobus.carstens@transnet.net
- Respondents may also, at any time after the closing date of the RFQ, communicate with Carol Swan, on any matter relating to its RFQ response:
Telephone 021 940-3846 Email carol.swan@transnet.net

4 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

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.

13 Transnet's supplier integrity pact

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

YES		NO	
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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

14 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
Bidder to supply	Asbestos removal / disposal certificate
Valid asbestos permits for staff	
Final weighted evaluation based on 80/20 preference point system as indicated in paragraph	Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts will be critical

15 Validity Period

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ.

This RFQ is valid until _____.

16 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

17 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

18 Disclosure of Prices Quoted

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

YES ☐ NO ☐

19 Returnable Documents

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

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

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

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

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference 	
<ul style="list-style-type: none"> - Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing 	

Returnable Documents	Submitted [Yes or No]
date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- 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	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
• Original cancelled cheque or bank verification of banking details	
• Certified copies of IDs of shareholder/directors/members [as applicable]	
• Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)	
• Certified copies of the company's shareholding/director's portfolio	
• Entity's letterhead	
• Certified copy of VAT Registration Certificate [RSA entities only]	
• Certified copy of valid Company Registration Certificate [if applicable]	
ANNEXURE A – project specifications	
ANNEXURE B - price list	
ANNEXURE C - special conditions	
ANNEXURE D - policy on the handling and disposal of asbestos	
Letter of Good Standing	

Section 2
QUOTATION FORM

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

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

Total price brought forward from Annexure B :

R _____ (exc VAT)

Amount in words : _____

Delivery Lead Time from date of purchase order : _____

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 or services specified in the Order [collectively, the **Products**] 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.

CONFORMITY WITH ORDER

Products/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 Products/Services shall be fit for their purpose and of satisfactory quality.

DELIVERY AND TITLE

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.

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.

If on delivery, the Products/Services do not conform to the Order, Transnet may reject the Products/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

PRICE AND PAYMENT

Prices specified in an Order cannot be increased. Payment for the Products/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.

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.

PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products/Services or any written material provided to Transnet relating to any Products/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

procure for Transnet the right to continue using the infringing Products; or

modify or replace the Products/Services so that they become non-infringing,

provided that in both cases the Products/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 Products/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 Products/Services after Supplier's/Service Provider's prior written request to remove the same.

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.

PUBLICITY

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

TERMINATION OF ORDER

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.

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.

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.

If the Products 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 Products or any damage caused due to the failure or delay in the delivery.

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.

WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Products/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products/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.

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 Supplier/Service Provider compounds with its creditors or passes a resolution for the winding up or administration of the Supplier/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.

ASSIGNMENT

The Supplier/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.

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.

LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/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 Supplier/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.

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 0, 0, **Error! Reference source not found.**, 0 and 0. 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.

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**

Respondent's Signature

Date & Company Stamp

Section 4
VENDOR APPLICATION FORM



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)							

BEE Ownership Details

% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate		Yes		No	
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ		Permanent		Part time	
Transnet Contact Person					
Contact number					
Transnet operating division					

Duly Authorised To Sign For And On Behalf Of Firm / Organisation

Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath

Name		Date	
Signature		Telephone No.	

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

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

Section 5

General Bid Conditions - Appendix (i)

(appendix (i) is not attached, will be made available on request)

Section 6

Standard term and conditions of contract (services) Appendix (ii)

(Appendix (ii) is not attached, will be made available on request)

Section 7**CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING – RFQ BLE52742**

It is hereby certified that –

1. _____
2. _____

Representative(s) of _____ *[name of entity]*

attended the RFQ briefing in respect of the proposed Services to be rendered in terms of this RFQ on
_____ 20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

Section 8**REPLACE STORM DAMAGED ASBESTOS ROOF AND CEILING INCLUDING MINOR REPAIRS AND PAINTING AT BELCON CONTAINER DEPOT****REFERENCES :**

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

Name of Company	Nature of work & period	Telephone number	Contact Person

Respondent's Signature_____
Date & Company Stamp

ANNEXURE A

ASSET DESCRIPTION: Store

ASSET LOCATION: Belcon Container depot Modderdam road

CITY / TOWN: Bellville.

WORK DESCRIPTION: Replace asbestos roof.

RFQ NO: BLE/52742

ASSET NO: 02BEE52C

ITEM NO. PROJECT SPECIFICATIONS

CEILINGS

- 7 Work description: Replace rhino board ceiling complete, exclude brandering.
The ceiling boards must always be fixed with the length of the board at right angles to the brandering. Rhino board is fixed with the ivory side facing down. Board shall be in long lengths, symmetrically arranged. Ceiling boards shall be secure at 150mm centres with 38mm galvanized clout-headed nails. The nails shall be driven into the board with the nail heads flush with the board. Board shall be joint with H – profile steel jointing strips. Boards can also be fixed with chip board screws spaced as with clout nails.
- 13 Work description: Install brandering complete for rhino board or Nutec fibre cement ceiling boards
Brander for ceilings shall be 38 x 50mm, for truss spacing up to 1001mm to 1200mm
Main branders shall be at right angles to tie beams and spaced at 400mm centres.
Brander shall be fixed with galvanized nails, accordance with SABS Specification 563. All brandering shall bear the standardisation mark of the South African Bureau of Standards.
The brandering shall be securely spiked up to the supporting timbers with 90 mm wire nails. Cross brandering shall be cut in between the longitudinal brandering, all securely skew nailed to same with 90 mm wire nails. The sizes and spacing of brandering for the various types of ceilings shall be as follows: (a) Gypsum plaster board: fixed parallel to the ceiling boards at centres not exceeding 450 mm for 900 mm wide boards and 600 mm for 1200 mm wide boards. Brandering shall also be fixed around edges of ceilings where required for fixing cornices. Size 38 x 38 mm, at not exceeding 450 mm centres in one direction at right angles to the supporting timbers where metal H-section jointing strips are to be used.
- 17 Work description: Replace cover strip
Prior to fitting coverstrip apply pink woodprimer.
Supply and fit coverstrip to close joints in ceiling board.
- 29 Work description: Fit fibre glass insulation above ceiling
All ceiling insulation materials shall comply with SABS Specification 1381. Ceilings shall be insulated, where so specified or where indicated on drawings, with approved resin bonded glass fibre or rock mineral wool insulation, not less than 75 mm thick, blanket form manufactured for the insulation of ceilings and laid in single thickness. The insulation shall be cut to size to closely fit between walls, ceiling joists, rafters, etc. and laid over brandering, or insulation may be of an approved mechanically blown cellulose fibre insulation having a minimum thickness of 75 mm.
- 40 Work description: Paint new ceiling complete with 1 COAT PLASTER PRIMER.
Plaster Primer Paint work to ceilings INCLUDE cover strips and cornices. New ceiling: apply primer to all nail heads and apply one coat plaster primer to whole ceiling area. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting, before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.

Respondent's signature: _____ **Date:** ____/____/____

ITEM NO. PROJECT SPECIFICATIONS

- 42 Work description: Paint ceiling complete with 2 coat super acrylic PVA.
Paint work to ceilings include the cover strips, cornices and the priming of nail heads or screws with universal undercoat for new ceiling sections. Apply two coats acrylic PVA. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.

ROOF

- 586 Work description: Supply and fit sidewall Flashing
Flashing shall be secured at 500mm centres with polystyrene strip sealer. The bend up shall be 200mm X 200mm.
The flashing shall be same thickness as roofsheets. (0.08mm) same colour as roofsheets.
- 588 Work description: Supply new rafters & Purlins.
Carefully take down the roofing sheets. Provide and fix new purlin & Rafters. Purlin shall be laid 50mm side on rafter. All expose faces shall be wrot. Purlin shall in addition to nails also be secured to rafters at each intersection with a single 3,2 mm diameter galvanized wire tie with ends twisted. Any timber delivered to site not bearing the grade and SABS marks as specified above must immediately be removed from site and no portion of any such delivery may be used for any purpose. No marking of timber on site will be permitted. Use only Pozi Grip course thread and right size for corrugated roof sheets in fastening the sheeting to the wood purlin with, screws shall be Zinc and Cadmium plated or galvanized M6 coach screws. Use only 26mm bonded roof washers. NOTE: Do not over-tighten screws. Drive screw until slight deformation is just visible at crest of rib.
- 594 Work description: Remove and fit new roof insulation material
Supply and fit in position across purline plus as per suppliers recommendations.

Respondent's signature: _____ Date: ____/____/____

ITEM NO. PROJECT SPECIFICATIONS

- 596 Work description: Fit new 0.80mm thick roof sheeting to structure
 Supply and fit IBR profile sheets 0.8mm thick. The roof sheeting shall be laid in long lengths, narrow flutes outermost, with single flute side laps. The sheeting shall be laid with side-laps on the leeward side of the prevailing wind direction. An approved side-lap sealant shall be incorporated on roofing with a pitch of less than 15 degrees. All fixing holes shall be drilled and not punched. Roof sheets shall be fixed by means of 5.5mm x 90mm type 17 hexhead screws with topspeed colour caps /safetop. Side-lap stitching shall be effected at no more than 600mm centres with 25mm LG Top speed Hex Head screws. Sheets shall be secured to purlin for 0.8mm thick sheets, a broad guideline for Purlin Spacing is not more than 2.30m centre for single span and not more than 2.65m for double span, cantilever not more than 0.60m but must meet manufacturer specification. Spacing are dependant on both downward loading and negative suction loading caused by wind a engineer must be consulted to calculate the load (kn/m²) for the particular thickness of sheets and purline spacing for the specific project. Use 5.5mm x 82mm self drill posy screws with 26mm galvanized bonded rubber washer. Main fasteners shall be positioned in the crown of the second and fourth narrow flutes, i.e. two fasteners per sheet per purlin. Side laps shall be secured with fasteners spaced equally between purlin and at centres not exceeding 750mm 15mm of the broad flute of all roof sheets shall be turned up through 45 deg. at the apex to form a dam and turned down through 10 deg. at the eaves to form a drip. Contractor to measure the required length before order the IBR roof sheets.

Every precaution shall be taken to prevent damage to roof sheets during all stages of construction. Duck boards should be used when necessary to protect the sheeting from damage. Sheeting which has become deformed or damaged in any way, shall be replaced.

The contractor shall exercise special care when handling long length sheeting, particularly in windy conditions. Should work be interrupted for any reason, all loose sheeting and incomplete sections must be adequately secured against possible movement by wind and gravity.

The contractor shall ensure that all materials used on site for cladding, etc are transported, handled and stored in accordance with the manufacturer's recommendations. Material damaged shall be rejected and replaced with undamaged material at the contractor's expense. Repair of damaged material will not generally be permitted. Rates are to include for preventing damage and protecting sheets through all stages of construction.

Respondent's signature: _____ Date: ____/____/____

ITEM NO. PROJECT SPECIFICATIONS

619 Work description: Apply TSW to asbestos sheets

Staff to be fully kitted with PPE as specified in attached Government gazette and attached asbestos regulations of the department of labour at all times.

Area does not include roof sheet profile

ALL WORK ON ASBESTOS ROOF TO BE DONE IN ACCORDANCE WITH ASBESTOS REGULATIONS.

Special precaution as per asbestos regulation shall be taken to safe guard workers from falling through roof sheet and to prevent breaking sheets when walking on roof any sheets that is broken by contractor shall be replace by contractor on his cost.

Apply TSW in a sweeping motion, back and forth until the product is no longer absorbed into the roof.

Once the roof has been washed, Apply TSW in concentrate form to asbestos sheets. This will ensure that all fibres have been bound and encapsulated. The process will seal the roof and prevent fungus from gaining a substantial foothold. TSW is a very good prep for paint and will educe the quantity required. Product can be applied via an airless spray gun or a low pressure backpack sprayer. Apply TSW in a sweeping motion, back and forth until the product is no longer absorbed into the roof.

The roofing can now be left as is, or paint can be applied after 72 hours.
HELPLINE 082 464 1074 Chris Davidson.

MATERIAL SAFETY DATA SHEET

1. CHEMICAL PRODUCT IDENTIFICATION: Product Identification - TSW.
MSDS Preparation Date: 01/07/2009

2. COMPOSITION / INFORMATION ON INGREDIENTS: Sodium Silicate in aqueous solution with additives CAS # 1344-09-8

Dangerous components: None

3. HAZARD IDENTIFICATION: Emergency Overview - Contains alkaline materials which may cause skin and eye irritation.

CAUTION: CAN CAUSE SKIN AND EYE IRRITATION WITH PROLONGED EXPOSURE. DO NOT GET IN EYES, ON SKIN OR ON CLOTHING. AVOID SWALLOWING. WASH WELL AFTER HANDLING.

PRIMARY ROUTES OF EXPOSURE ARE ADSORPTION AND INGESTION.

EYES: Irritation and some reddening of the eyes.
SKIN: May cause dryness and / or tissue reddening.
INGESTION: May cause gastro-intestinal upset.

4. FIRST AID MEASURES: EYES: Flush with cool running water for 15 minutes.
SKIN: Wash with water for 15 minutes. INGESTION: Give large glasses of water or milk. Do not induce vomiting.

Respondent's signature: _____ Date: ____/____/____

ITEM NO. PROJECT SPECIFICATIONS

5. FIRE FIGHTING MEASURES: Water based product which will not burn. Non flammable.
6. ACCIDENTAL RELEASE MEASURES: Avoid getting material on GLASS. If this occurs, wash immediately to remove all traces of the product. Accidental spillage. Wash thoroughly with water.
7. HANDLING AND STORAGE: Product is normally shipped in 25 litre and 210 litre plastic drums. Product may be stored in aluminium, steel, concrete, or plastic containers. Store in cool areas with original caps in place to prevent evaporation.
8. EXPOSURE CONTROL / PERSONAL PROTECTIVE EQUIPMENT: RESPIRATORY PROTECTION: Use NIOSH approved respirator with alkaline vapour cartridges only if adequate ventilation is not available. PROTECTIVE GLOVES: Rubber or Plastic. EYE PROTECTION: Splash goggles or face shield.
9. PHYSICAL AND CHEMICAL PROPERTIES: BOILING POINT: 212 DEG F (100 DEG C) PH 10.5 - 11 APPEARANCE -- Clear Fluid
WATER SOLUBILITY 100% COLOUR -- None WT % SOLIDS 24 SPECIFIC GRAVITY -- 1.21 VISCOSITY -- Low
10. STABILITY AND REACTIVITY: Normally stable at temperatures above 5 degrees C. Product may cause a gelling effect to materials that contain acids or ammonia. Upon drying the crystals formed from this solution become sharp and abrasive. Hazardous polymerization will not occur.
11. TOXICOLOGICAL INFORMATION: Product is an alkaline solution, with no known chronic effects. Acute Oral Toxicity LD50 (rat) 2 000 – 3 000 mg/kg.
12. ECOLOGICAL INFORMATION: Prevent large spills from entering natural waters. 48 hour LC 50 for Fathead minnow is 11.1 mgms /L
13. DISPOSAL CONSIDERATIONS: Reuse spilled material if possible, otherwise check with local landfill requirements. Product is not regarded a hazardous material.
14. TRANSPORTATION INFORMATION: The product is not regulated as a hazardous material by the U.S. Department of Transportation.
15. REGULATORY INFORMATION: Exposure limits for Sodium Silicate Solutions have not been established by OSHA or ACGIH. Not listed on the TSCA Inventory nor, as a Carcinogen on the ASHA, IARC, or NTP lists.
16. OTHER INFORMATION: Keep out of reach of children. Product may be poured into sewers of food preparation facilities for purposes of drain unclogging.

Respondent's signature: _____ Date: ____/____/____

ITEM NO. PROJECT SPECIFICATIONS

623 Work description: Remove asbestos roof sheets form roof

Staff to be fully kitted with PPE as specified in attached Government gazette and attached asbestos regulations of the department of labour at all times.

Special precaution as per asbestos regulation shall be taken to safe guard workers from falling through roof sheet and to prevent breaking sheets when walking on roof any sheets.

Remove asbestos big six roof sheets in terms of the attached Government gazzete and asbestos regulations from the Department of labour.

Item include the spray of the top and bottom of the sheets before removing the roof sheets, Item also include spraying the overlap sections with TSW after the sheets had been removed before packing the sheets in container for disposal. All work to be done in accordance with the attached TSW specification.

All necessary scaffolding and use of ladders to remove sheets is included in the item and scaffolding and ladders will be erect, used and dismantle in accordance with the approved fall arrest and safety plan.

Before the removing of the asbestos sheets the contractor shall have the container of the registered asbestos removal company on site.

The following procedures shall be followed to prevent the release of asbestos dust into the environment.

- 1: Have container to pack the roof sheets in on site.
- 2: Have safety talk with staff about dangers of asbestos
- 3: Set up 10.0m wide exlution zone around building.
- 4: Issue all staf with all necessary PPE clothing and equipment.
- 5: Set up ladders and scaffolding as necessary and inspect by compitent person before it is used by staff.
- 6: Spray both sides of sheets with TSW or similar aproved product.
- 7: Remove sheets in control manner with care and with out cutting or breaking sheets.
- 8: lay on ground and spray section that was cover by overlap of sheets with TSW or similar aproved product.
- 9: Pack sheets in to container to be sent to approved disposal site.

Respondent's signature: _____ Date: ____/____/____

ITEM NO. PROJECT SPECIFICATIONS

624 Work description: Dispose of asbestos roofsheets, gutters and downpipes.

Staff to be fully kitted with PPE as specified in attached Government gazette and attached asbestos regulations of the department of labour at all times.

Pack all asbestos sheets in container as it is removed from roof, container shall be kept lock to prevent the removing of the sheets by un-authorized persons. Seal container and send to approved asbestos waste site in terms of the Environmental management Act. (Act No. 107 of 1998) and the Environmental Conservation Act (Act No 73. Of 1989) All work to be done in accordance with the attached specification and attached asbestos regulation.

Item include all cost to pack, load, transport, off load and the dumping cost.

Handling Of Asbestos Containing Material

The handling and removal of asbestos-containing materials and articles, such as asbestos cement sheets, present particular health problems as they often involve dismantling or breaking large quantities of friable materials. Such work, if any, shall be performed in accordance with the provisions of the OHS Act Asbestos Regulations, 2002 (in particular, but not limited to, Section 13 and 15) and any other international, national and local legislation, regulations as deemed applicable.

The Principal Contractor shall ensure that workers are thoroughly instructed about the precautions that need to be taken to protect health, ensure continued compliance with the OHS Act, take steps to eliminate or minimize the risks and provide adequate and correct PPE equipment.

The Principal Contractor shall ensure that asbestos cement sheets are kept intact as far as is practicable. Whole asbestos sheets shall be sprayed with TSW prior removal and transportation. All small fragments/asbestos chips shall be wetted prior to collection, be placed into heavy duty bags and be sealed and labelled as asbestos waste.

If the roof is fitted with gutters all run off water shall be passed through a fine sieve at each down pipe outlet. The filtered run off water may be channelled into the drainage system. The residue collected in the sieves shall be placed whilst still moist into heavy duty bags (at least 150 micron (1,5mm) thickness and be sealed and labelled as asbestos waste.

All asbestos Waste (in sheet form, chips or residue) shall be disposed of at a licensed disposal and the Principal Contractor shall obtain the necessary asbestos waste permit to dispose of such waste. The Contractor shall be required to contact hand over to Transnet freight rail project manager the original certificate for the total quantity of asbestos received by the registered dumping site, before any payment on the contract will be approved.

FACIA/BARGE BOARDS

655 Work description: Fit / Replace fascia board.

Provide 230 x 12mm nutec fibre cement fascia board. Fix nutec fascia boards to existing wood fascia boards using 2 no 8 * 38mm countersunk wood screws at 900mm intervals and 75mm from both sides of joints, one 30 mm from top edge and 30mm from bottom edge. Use right type of jointer at joints. The edge of fascia boards shall be cut vertically. Full length boards shall be used if necessary to joint in section of fascia board, these section shall not be shorter than 500mm. Fascia boards shall be fit in horizontal straight line

Respondent's signature: _____ Date: ____/____/____

RFQ NO:BLE/52742

ASSET NO: 02BEE52C

ITEM NO. PROJECT SPECIFICATIONS

GUTTERS/DOWNSPIPES

- 669 Work description: Fit chromadek seamless gutters inland and aluminium down pipes coastal area complete
- 678 Work description: Fit chromadek inland and aluminium down pipes coastal area complete

WALLS EXTERIOR

- 698 Work description: Beam filling.
Supply approved, as specified face bricks. Clay brick shall comply with SABS 227 . The mortar for wall shall be 1 part PPC cement and 6 parts clean, approved, building sand. All masonry shall be plumb, level, straight and true, correctly bonded and shall rise uniformly with no portion exceejoints. Walls, unless otherwise specified, are to be built with cement mortar. Necessary openings for pipes etc. are to be made good after pipes etc. are fixed in position. Mortar joints to brick work, generally, shall be 10 mm in thickness with level bedding joints and vertical perpend. The joints in brickwork receiving plaster, tiling or similar finishes, shall be raked out whilst the mortar is soft to form key for the plaster or mortar backing.

Respondent's signature: _____ Date: ____/____/____

ANNEXURE B
TENDER PRICE LIST PER ITEM

ASSET DESCRIPTION: Store

CITY / TOWN: Bellville.

RFQ NO: RFQ BLE/52742

ASSET NO: 02BEE52C

WORK DESCRIPTION Replace asbestos roof.

TENDER PRICE LIST TO INTERIOR AND EXTERIOR WORK TO BUILDINGS

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

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

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

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

GENERAL: The Building will be occupied during renovations, The Project manager, contractor and manager of the TFR staff using the building will discuss and agree on site the maintenance plan for the building. The necessary move of furniture in the same room if necessary is included in all the items. All normal cleaning, preparations include sanding, stopping and washing of items to be painted as specified by the paint manufacturer is included in all the paint items. Where abnormal cleaning is required it will be specified as an additional item. All scaffolding and use of ladders up to 4.50m high interior and exterior if and as necessary is part of all the items. All work shall be done according to the attached specifications and shall comply with the National building regulations. Unless otherwise specified all materials must comply with SANS specifications.

Where no applicable SANS Specification exists the materials must be approved by the Transnet Freight Rail project manager.

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

The contractor shall be liable for any damages caused by his or her staff to any Transnet Freight Rail property or equipment.

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

Page 1 of 3

SUB TOTAL PAGE 1

RFQ NO: RFQ BLE/52742

ASSET NO: 02BEE52C

ITEM NO	FAULT DISCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
CEILINGS					
7	Install gypsum board 6.4mm ceiling.	42	M^2		
13	Install brandering complete, include skew nailing (specify size according table in specifications)	115	M		
17	Supply and fit 12mm X 50mm pine coverstrip	62	M		

Respondent's signature: _____ Date: ____/____/____

RFQ NO: RFQ BLE/52742

ASSET NO: 02BEE52C

ITEM NO	FAULT DISCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
29	Fit fibre glass insulation 50, 75, 100mm thick (priced on 75mm thick)	42	M^2		
40	Spot prime all nail heads with universal undercoat and paint new ceiling complete with one coat plaster primer. (see attached paint specification)	42	M^2		
42	Paint ceiling 2 coats super acrylic PVA. apply paint only after preparation as per attached specification.	42	M^2		
ROOF					
586	Supply and fit flashing to create a waterproof roof seat.	26	M		
588	Supply and fit purlin (size 115mm x 75mm) Supply and fit rafters 228 X 38mm. All timber shall be class 6. Rafters shall be secured with galvanised hangers as per manufactures recommendations	158	M		
594	Supply & fit FR430 Sisalation Aluminium roof insulation fit new 40mm thick iso board extruded polystyrene insulation board with t section as per attached specifications	84	M^2		
596	Fit 0.8mm thick IBR profile roof sheet to structure up to 3.00m high, purline spacing, fitting as per attached specification and as per manufacture specification. (Colour: White.) work done as per approved by safety plan	84	M^2		
619	Apply TSW or approved product in concentrate form to asbestos sheets. To seal or paint roof. TSW can be applied via an airless spray gun or a low pressure backpack sprayer. Apply until the TSW product is no longer absorbed into sheets .See attached spec	84	M^2		
623	Remove asbestos roof sheets from roof in terms of the attached spec and asbestos regulations. Before removing sheets spray both sides with TSW. Scaffolding and ladders to remove sheets is included in item. Item exclude removal of the roof construction.	84	M^2		
624	Dispose of asbestos sheets. Pack all asbestos sheets in lockable container. Send asbestos sheets to approved asbestos waste site in terms of the Environmental management Act (Act No.107 of 1998) and the Environmental Conservation Act(Act No 73. of 1989)	1	JOB		
FACIA/BARGE BOARDS					
655	Fit fascia board, nutec-cement type 225mm x 12mm thick. item include h-profile fascia joiners and h-profile fascia corner jointers. do all work as per specification	14	M		
GUTTERS/DOWNPipes					
669	Fit chroma dek seamless gutters for inland and aluminium for coastal area (SPECIFY SIZE AND COLOUR)	14	M		
678	Fit chroma dek down pipes 100mm x 75mm for inland and aluminium for coastal	2	EA		
WALLS EXTERIOR					
698	Do beam filling when IBR roofsheets is fitted. Bricks to match existing	14	M		

Respondent's signature: _____ Date: ____/____/____

RFQ NO: RFQ BLE/52742

ASSET NO: 02BEE52C

ITEM NO	FAULT DISCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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TOTAL PAGE 1 TO PAGE 3 R

PRELIMINARY AND GENERAL

P and G shall include all cost not directly relate to a specific item on the price schedule. All items not specifically mentioned in the price schedule and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work.

P + G

R

RISK AND SAFETY

Cost for the risk and safety must include the risk assessment. The risk assesment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented.

RISK AND SAFETY R

Cost for risk and safety include complete compliance with the current Occupational Health Safety Act.

Included in risk and safety. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors shall send all his staff that will work on the Transnet Freight Rail site to the induction on the date as agreed on between TFR Project manager and the contractor.

TOTAL PRICE CIVIL WORK EXLUDE VAT R

The total price for Civil work, excluding VAT, must be carried over as one total amount to the price schedule, Section 2 of the RFQ. The amount must also be written in words on the Price schedule

Respondent's signature: _____ Date: ____/____/____



Annexure C

BLE52742 : REPLACE STORM DAMAGED ASBESTOS ROOF AND CEILING INCLUDING MINOR REPAIRS AND PAINTING AT BELCON CONTAINER DEPOT

SPECIAL CONDITIONS

1 Scope of work

The work consists of the replacement of storm damaged asbestos roof and ceiling including minor repairs and painting at Belcon container depot .

2. Site location

The site is situated at Belcon Bellville.

3. Time to complete the work

The tenderer shall indicate at section 2 (page 10) the time he will require to complete the work, however, this time should not exceed 30 days. This period shall be exclusive of weekends, public holidays and statutory holiday periods.

Failing completion of the work within the period as stipulated above or with any shorter period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet the sum of R500-00 for every day or part thereof during which the works remain incomplete.

4. Guarantee

All workmanship and material shall be guaranteed for a period of 6 months, from the date of completion of work.

5. Inspection of works

- 5.1** 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.



- 5.2 The Contractor shall give due notice to the Project Manager whenever any such work of formations is or are ready or about to be ready for examination. The Project Manager shall, without unreasonable

delay, unless he considers it necessary and advises the Contractor accordingly, examine and or measuring such work as required.

- 5.3 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 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 done by the Contractor.

6. Site records

6.1 Site Instruction Book

The Contractor shall provide a **site instruction book, in triplicate for the Project Manager to place all instructions** that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work.

No work will be recognized for additional payment unless it has been recorded and signed by the Project Manager in the aforesaid book.

6.2 Site Diary

The contractor shall provide a diary, in triplicate to record all day to day incidents that could occur during the contract period. This includes weather, names & numbers of workers on site, material that has been delivered, material that has been loaded and disposed off, incidents that have occurred, nature of work to be done on that day, etc.

6.3. Programming & Planning of the work

The contractor shall provide to the Project Manager a detail plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet Freight Rail workshop with minor disruptions as no delays must be allowed in this regard.

The program must be agreed to (in the site instruction book) before any work will be allowed to commence on the workshops, per se. The programme can be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

7. Water supply.

Water may be made available for the purpose of construction of the works only. The water shall be used conservatively and if not, this privilege shall be removed and the water shall be metered, and the cost of the



metered water shall be borne by the Contractor as well as all charges as entertained by Transnet Freight Rail. The Contractor must supply all drums, connections, hoses, clamps etc., as necessary and to provide water to the working site.

8. Electricity supply.

Electricity will be made available to the Contractor. The contractor must adhere to the safety standards as per the General Safety Regulations, Electrical Machine Regulations, Electrical Installation Regulations of the **Health and Safety Act**, (Act 85 of 1993) and SANS 10142. The Contractor must supply all leads and plugs as necessary and to provide power to the working site

9. Access to site

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet Freight Rail in every way. The Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the Project Manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.

10. Materials found on site

No material that is lying on the site (other than that as specified in this document) or any Transnet Freight Rail's properties may be removed or used (even if deemed as scrap) by the contractor.

11. Clearing of site

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind, generated by this work only, throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris caused by the works and leaves the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

12. Working outside normal working hours

The 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 written permission at least 24 hours before such work needs to be undertaken. Transnet Freight Rail will not unreasonably withhold permission; however the Contractor may have to pay for Transnet Freight Rail's supervisory personnel.

13. Escalation

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.



14. Retention

Transnet Freight Rail reserves the right to retain up to ten (10) percent of the value of the contract, for a period of six months, (the maintenance period) or such further period beyond the maintenance period if defects have not yet been made good to the satisfaction of the Project Manager.

15. Safety Precautions and Insurance

15.1. Act 85

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E.4E as placed in this Specification must be adhered to.

15.2 Environment

The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation.

- ☐ The National Environmental Management Act, 107/1998;
- ☐ The Environmental Conservation Act, 73/1989; and
- ☐ The National Water Act, 36/1998.

The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

16. Health and Safety Requirements.

As per the E4E (Health and Safety requirements) no work can commence before the certificate of Good Standing by the Compensation Commissioner, or proof of payment, has been delivered to this office, for this project.

17. Note:

17.1 For further descriptions of materials to be used and methods to be adopted, the Contractor is referred to the various Codes and Standards, where relevant, and this shall be deemed to form part of the descriptions of any items in the following Specification. Except where any specification provision in a description in this specification is at variance with the above, in which case the specific provision in this Specification description shall apply.

17.2 Where trade names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on that particular or similar product. In addition, Tenderers must tender on the design specified. The accepted tenderer (i.e. Contractor) may, after obtaining written authority from the Project Manager, use an alternative product or design.



17.3 Where such written authority is given by the Project Manager at the request of the Contractor, for the contractor's convenience, all additional costs involved will be done for the Contractor's account. In the event of a less expensive product or design being used, a variation order reflecting the saving in cost will be issued.

18. GENERAL

18.1 Standard Specification

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification.

SANS Specifications (To be obtained by the contenders)

National Building Regulations	SANS 10400 – 11990
General Structural	SANS 11200AH- 11982
Electrical Code of Practice	SANS 10142

18.2 To be supplied by the Contractor

The Contractor shall provide all labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORKS as per this specification and as may be ordered by the Manager.

18.3 Site meetings

The Contractor shall be called upon to attend meetings on the site to discuss the progress of WORKS with the Transnet Freight Rail representatives.

19.4 Setting out of the works

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with this Specification, the drawings and the design.

19.5 Keep site tidy

The Contractor shall keep the site tidy at all times and remove all old material and such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

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



20. **Preliminary and General (P & G)**

The P & G shall be as per General & Special Conditions and will include all costs not directly related to the execution of the work as stated. All items not specifically mentioned in the Annexure B must form part of P & G's

21. **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.

SconBLE52742

Respondent's Signature

Date and Company Stamp

Annexure D

POLICY ON THE HANDLING AND DISPOSAL OF ASBESTOS AND ASBESTOS CONTAINING WASTE IN TERMS OF SECTION 20 OF THE ENVIRONMENT CONSERVATION ACT, 1989 (ACT 73 OF 1989)

1. Purpose of Policy

The purpose of this policy is to provide clarity regarding the handling and disposal of asbestos containing waste (ACW), both when disposing in a mono-disposal site, i.e. a site specifically design for asbestos, or a co-disposal site.

2. Introduction

Asbestos is an indigenous fibrous mineral that has been mined in a number of sites in Southern Africa and, because of its excellent resistance to heat, has been used for the manufacture of various products since the 1900's (see section 4). Many studies have described a link between occupational exposure to various types of asbestos and lung cancer and associated diseases and has therefore been designated as a *known human carcinogen*. This carcinogenic activity is directly linked to the air pathway and ingestion of the fibres when swallowed in water does not carry any associated cancer risks. Asbestos shows a slight solubility in water and the natural fibres tend to become blunted on a molecular scale thus greatly reducing the associated cancer risk. Water therefore serves as a natural route for the removal of fibres from the air and as a mechanism to suppress the emission of fibres into the air environment.

3. Legislative Framework

The disposal of asbestos is controlled under section 20 of the Environmental Conservation Act, 1989. This section states that waste may only be disposed on a site that is permitted by the Department of Water Affairs and Forestry. Other applicable legislation includes the:

- * Occupational Health and Safety Act (OHSA) (Act 85 of 1993)
- * The Asbestos Regulations (R773 of 10 April 1987) promulgated under the OHSA
- * Mine Health and Safety Act (Act 10 of 1993)
- * National Environmental Management Act (Act 107 of 1998)

The Department of Water Affairs and Forestry (DWAF) is committed to the principles of co-operative governance, therefore the handling and disposal of asbestos must take into account other applicable legislative requirements.

4. Sources and Classification of Asbestos Containing Waste

Asbestos containing waste (ACW) is divided into four hazard classes, A to D, table 1. The major types and are given in table 1:

Table 1: Classes of ACW and examples of waste falling each class:

ACW Hazard Call	Examples of ACW
Class A: Any friable ACW	Raw asbestos (e.g. asbestos damaged in transit or no longer required). Bags previously used to transport raw asbestos (that have not been melted into a solid mass). Asbestos insulation, limpet spray of pipe lagging removed from power stations, buildings, boilers or pipe works. Pure asbestos rope or textiles
Class B: Any non-friable ACW that has become crumbled, pulverised or reduced to powder during manufacturing, installation, renovation or demolition operations, such that it is likely to release fibres into the air.	Dry swarf or cutting dust from the asbestos cement or friction material production process. Used filter bags from dust extraction units at the workplace. Asbestos cement that has unavoidably been crumbled, pulverised, or reduced to powder during demolition operations. Disposal equipment and clothing contaminated with asbestos.
Class C: Any Class B ACW that has been adequately wetted or otherwise encapsulated such that it will not release fibres into the air	Wet swarf or cutting dust from the asbestos-cement or friction material production process. Sludge, slurry or wet waste from the production process. Bags previously used to transport asbestos that have been melted into a solid mass in an autoclave.
Class D: Any non-friable ACW that is essentially in the same condition as when manufactured and is unlikely to release respirable fibres after being declared a waste product.	Asbestos cement sheets or pipes. Off cuts of asbestos-cement sheets or pipes. Disused friction products such as gaskets, brake pads or clutch plates

In table 1, the potential hazard or risk associated with the release of fibres, see section 5, is highest in class A and decreases to class D, where the risk posed by the waste is extremely small.

A similar approach is used by the US EPA which has published a document in terms of their National Emissions Standards for Hazardous Air Pollutants (NESHAP) [1], in which they define a number of important terms and conditions for asbestos products, i.e.

Friable Asbestos Material: is any material containing more than 1 % asbestos as determined using Polarised Light Microscopy (PLM), that when dry, can be crumbled, pulverised, or reduced to powder by hand pressure.

Asbestos Containing Waste Material: includes mill tailings or any waste that contains commercial asbestos. The term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial

asbestos.

Non-friable asbestos Containing Material: is any material containing more than 1 % asbestos as determined by Polarised Light Microscopy (PLM), that when dry, cannot be crumbled, pulverised, or reduced to powder by hand pressure.

Note that in the US EPA definition a material must contain more than 1 % asbestos before it falls into the hazard category, which is similar to the proposed class A, ACW. However, due to the problems associated with this analysis, it is proposed that waste is even suspected of containing asbestos that is friable, be considered for class A.

5. Toxicity and Hazard Rating

Asbestos is classified as HG1, an extreme hazard, in terms of the Minimum Requirements for the Classification, Handling and Disposal of Hazardous Waste because it is a Group A carcinogen, i.e. it has definitely been shown to cause cancer in humans [2-3]. The fibres, which may not be present in all forms of asbestos, can cause lung and other forms of cancer. Six groups of asbestos fibres are recognised and these are further divided into two main groups, i.e. amphibole-asbestos and serpentine-asbestos. The latter, which is commonly known as white asbestos, is chrysotile, whereas the blue or amphibole asbestos group includes crocidolite, amosite, tremolite, actinolite and anthophyllite. Blue asbestos is classified as class 9(II) in terms of SABS 0228 and white asbestos as class 9(III) [3].

All forms of asbestos are assumed, in terms of the precautionary principle, to be extremely hazardous, HGI, i.e. to be a class A ACW, until proven otherwise. However, in the Minimum Requirements [2], it is a fundamental principle that a waste can be downgraded or "delisted", if it can be shown that the concentration or availability of the hazardous component is below an acceptable risk limit. Provided the ACE is probably hazardous only because of its potential to release fibres and there are no other hazardous components, e.g. leachable heavy metals, then if no fibres are released above the accepted action level, it can be considered non-hazardous and delisted.

The accepted action level for determining whether an ACW is hazardous is that defined in the Occupational Health and Safety Act (Act 85 of 1993) as the ability to release "0.5 regulated asbestos fibres per millilitre". A regulated asbestos fibre means "a particle of asbestos with a length to diameter ratio greater than 3 to 1, a length greater than five micrometers (μm) and a diameter less than 3 μm ." The four classes of ACW are further defined below.

A Class A, ACW is that which has been shown to or because of its origin or form (table 1) is suspected to give off regulated fibres above 0.5 per millilitre and is classified as extremely hazardous, HGI.

A Class B, ACE is one that because of its origin may be not hazardous due to the release of regulated fibres but tests for fibres have not been conducted. Therefore, it is classified as an extreme hazard, HGI in terms of the precautionary principle.

A Class C, ACW is one that, because of its origin or form (table 1), or because of treatment, e.g. by cementation, by containment in sealed drums or bags and/or is adequately wetted (section 6.2.1) cannot give off regulated fibres or the numbers of regulated fibres have been shown to be below the legal action level of 0.5 per millilitre. A Class C, ACW is not hazardous due to the production of regulated fibres and therefore delists in terms of the

Minimum Requirements [2].

A Class D, ACW is one that, because of its origin or form (table 1), i.e. one that is manufactured and has been adequately demonstrated to not give off regulated fibres above 0.5 fibres/ millilitre. As a precaution, treatment, e.g. by wetting prior to disposal, must be done. A Class D, ACW is not hazardous due to the production of regulated fibres and therefore delists in terms of the Minimum Requirements [2].

Asbestos is normally inert to the leaching of heavy metals and other hazardous species, but a TCLP or Acid Rain leaching test must be done, if contamination with other hazardous species is suspected due to its prior use or subsequent contamination.

6. Approved Treatment and Disposal Methods

All operational procedures must be in accordance with the Asbestos Regulations

6.1 Waste Minimisation

In accordance with the National Environmental Act (Act 107 of 1998), the Department of Water Affairs and Forestry will encourage any procedures that result in the avoidance and/or recycling of asbestos waste. Recycling of waste produced within the production process is preferred and only unavoidable waste should be disposed. The utilisation and destruction of asbestos, when used as part of the feedstock into cement kilns or incineration processes, may be acceptable, but application for a permit must be made to the Department of Water Affairs and Forestry and the Department of Environmental Affairs and Tourism.

6.2 Treatment Technologies

6.2.1 Wetting

The major technology used to minimise the formation of asbestos fibres is to wet it normally with water. The US EPA has defined the term "Adequately Wetted", when water is used to control the emissions of particulate asbestos [1] and this terminology has been accepted for use in South Africa.

"Adequately wetted means to sufficiently mix or penetrate the ACW with liquid to prevent the release of airborne fibres. Suitable liquids include a wetting agent, amended water (water to which surfactant chemicals have been added, such as a 50:50 mixture of polyoxyethylene ester and polyoxyethylene ether in a 0,16 % solution of water) or plain water."

The ACW should be visibly wet and, if bagged, droplets of moisture should be evident. Control procedures, see section 6.3, must be in place to ensure that the ACW is adequately wetted and does not dry out during handling, transport or disposal.

6.2.2 Solidification

Solidification of asbestos wastes can be accomplished utilising cement and

other fixation agents such as water based silicates. Cementation by the addition of Ordinary Portland Cement or other Department of Water Affairs and Forestry approved poliozanic material can be cost effective, particularly Class A and B ACW. Note that cementation into a massive form would result in a Class D ACW. Any procedure must be approved by the Department and include test data on the final product showing that the fibre levels have been reduced to the accepted level.

6.3 Landfilling

Application must be made to the Department of Water Affairs and Forestry for permission to dispose asbestos at any site. Information required for full permitting include:

- The design plan for the proposed disposal area;
- A operational plan approved by the Department of Labour that the proposed operating procedures comply with the Asbestos Regulations;
- A rehabilitation plan; and
- Proof of Land Zoning

Asbestos can be disposed to a mono-disposal site or a co-disposal site.

6.3.1 Mono-disposal Sites

A mono-disposal site is one *solely for the purpose of accepting asbestos* and, because asbestos does not pose a pollution risk to water resources, the normal lining requirements for waste disposal facilities, as outlined in the Minimum Requirements for the Disposal of Waste to Landfill [4] do not apply. The liner must be an impregnable layer of at least 500mm, consisting of material such as cement or solidifies ash. A mono-disposal site for asbestos must be closed by covering with a 500mm layer of ash followed by an ashcrete or concrete dome. An ashcrete dome must consist of at least 10 % by mass of cementitious material, be compacted to ~2 % above optimum moisture content and must be 1 metre wider and longer than the trench width and length.

6.3.2 Co-disposal Sites

The Department requires all waste to be treated in order to minimise the risk to human health and the environment. All classes of ACW can be so treated before disposal.

Because Class A, ACW is a known human carcinogen with a hazard rating of 1, and Class B, ACW are potentially hazardous, the Department requires direct disposal of this categories to HH co-disposal sites.

However, all classes of wastes, A to D can be treated before disposal, section 3.2, and

Hh or G Landfills can apply for a permit amendment to accept other forms of asbestos provided that the correct treatment and control procedures are in place or/and the practice of disposal does not constitute a hazard and is fully compatible with the Minimum Requirements.

All sites must be specifically permitted for the acceptance of ACW and application must be made to the Department for an amendment.

The requirements should be discussed with the Regional office of the Department, but permission will not be granted where informal recycling is taking place or where there is any potential for risk to the public or workers. Note that a demarcated area and surveyed area must be set aside for asbestos disposal (see section 6.3.3).

6.3.3 Landfilling Practice. The following practices must be observed:

- ❑ All fibrous material falling into classes A to C (see table 1) must be double bagged in plastic bags with a minimum thickness of 75 microns before the waste is brought to the landfill. Transparent bags are preferred, since they allow inspection of the waste to see if it is "adequately sealed" without having to undo the bag. This avoids having the operator, auditor or inspector potentially exposed to fibres. Droplets of moisture should be visible on the inside of the bag.

- ❑ Class D wastes (see table 1) that includes larger items such as pipes and boards should be kept wet as a precautionary measure at all times before disposal at the site. Class D wastes should be transported in vehicles or stored should be covered with a tarpaulin and wetted immediately prior to disposal.

- ❑ All asbestos waste (classes A to D) that has been treated and packaged as required in these regulations, must be deposited into trenches and immediately covered. Options include:

On a mono-disposal site, the waste must be deposited in a trench ash and immediately covered with, at least, a metre of ash.

On a co-disposal site, the waste must be immediately covered with domestic waste and carefully compacted. Otherwise it can be deposited in a deep trench, the waste must be completely covered with layer of ash, at least 25cm in depth. This will provide sufficient protection to the waste before a second layer is deposited on top. The trench should be closed, by adding a final layer of ash and/or general waste of at least 50cm in depth and compacting.

- ❑ During disposal, care must be taken to minimise the potential breaking of bags.
- ❑ *Only essential personnel* should be allowed to be close to the waste and should, as far as is possible, stand upwind, while the waste is being disposed. Personal protective equipment required in terms of the Occupational Health and Safety Act and the Asbestos Regulations must be worn at all times.
- ❑ No scavenging or other reclamation activities are allowed on or near the ACW disposal area within a waste disposal site, although the general

presence of scavengers does not automatically disqualify a site.

- ❑ On a co-disposal site, a surveyed area with the coordinates must be designated as the ACW disposal area. Other waste can be disposed in this area, but records must be maintained in order to prevent trenching or other operations taking place that could lead to the release of asbestos fibres.
- ❑ The ACW disposal area must be demarcated with hazard tape and signs erected to indicate that it is an asbestos area in terms of the asbestos regulations and that the appropriate protective clothing and equipment must be worn.
- ❑ No further trenching will be allowed on top of an area previously used for ACW unless it is covered with a layer of compacted waste that is at least 3 metres in depth.
- ❑ A monitoring programme for staff required by the Occupational Health and Safety Act should be implemented. This requires an initial analysis followed by regular monitoring at intervals of between 6 months and 2 years depending on the initial level.
- ❑ The procedures for disposal of ACW must be maintained at all times and must be specifically included in the internal auditing programme and annual external auditing programmes.

7. Permit Requirements for Landfilling

The Department requires any site that wishes to dispose of ACW to apply for an amendment to its permit. The requirements are those listed in these regulations but before formal application, it is recommended that the applicant discuss the requirements with the Regional office of the Department.

8. References

- [1] US EPA: Asbestos NESHAP Adequately Wet Guidance; EPA340/1-90-019, December 1990
- [2] Department of Water Affairs and Forestry, "Minimum Requirements for the Classification, Handling and Disposal of Hazardous Waste". 2nd edition, Pretoria, 1998
- [3] SABS, "Code of Practice for the Identification and Classification of Dangerous Substances and Goods, 0228 – 1990, Pretoria, 1990
- [4] Department of Water Affairs and Forestry, "Minimum Requirements for Waste Disposal by Landfill", 2nd edition, Pretoria, 1998