

TRANSNET



Freight rail

A Division of Transnet SOC Limited Registration number 1990/00900/30

RFQ: KBY/52675

REPAIR AND PAINTING OF DAMAGED EQUIPMENT BUILDING 02XG003 AT DE AAR

Senior Buyer
Supply Chain Services
TRANSNET FREIGHT RAIL
Austen Street
KIMBERLEY
8301



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[Hereinafter referred to as Transnet]

REQUEST FOR QUOTATION [RFQ] No KBY/52675

**FOR THE REPAIR AND PAINTING OF DAMAGED EQUIPMENT ROOM ASSET
NUMBER 02XG003 AT DE AAR**

**FOR DELIVERY TO: TRANSNET FREIGHT RAIL REAL ESTATE MANAGEMENT
KIMBERLEY**

ISSUE DATE: 29 FEBRUARY 2014

CLOSING DATE: 11 FEBRUARY 2014

CLOSING TIME: 10:00

"PREVIEW ONLY COPY"

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: Tender Box
CLOSING VENUE: Transnet Freight Rail, Property Management Building, Austen Street,
Beaconsfield

1 Responses to RFQ

Responses to this RFQ [Quotations] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

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

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

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

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

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard

b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:

- Rating based on any four of the elements of the B-BBEE scorecard

c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

- In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.
- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
 - Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

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

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

Transnet will accordingly allocate a maximum of **20 [twenty] points** in accordance with the **80/20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [*Refer Annexure A – B-BBEE Preference Points Claim Form for further details*].

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

[Refer clause 18 below for Returnable Documents required]

3 Communication

a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

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

Name: Herman Conradie

Email: Herman.Conradie@transnet.net

4 Tax Clearance

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

5 VAT Registration

The valid VAT registration number must be stated here: _____ [*if applicable*].

Respondent's Signature

Date & Company Stamp

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.

To facilitate like-for-like comparison, bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

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

9 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

10 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

11 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

12 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

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

I/We _____ do hereby certify that I/we

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

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

NATURE OF BREACH: _____

DATE OF BREACH: _____

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

13 Evaluation Criteria

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

- Administrative responsiveness - Completeness of response and returnable documents
- Substantive responsiveness – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given
- Technical threshold of 50%: Compliance to specification / quality, previous performance, delivery lead-time
- Weighted evaluation based on 80/20 preference point system as indicated in paragraph 2 above:
 - Pricing and price basis [Firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical
 - B-BBEE status of company

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

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

Respondent's Signature _____

Date & Company Stamp

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

14 Validity Period

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

This RFQ is valid until _____.

15 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

16 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

17 Disclosure of Prices Quoted

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

YES NO

18 Returnable Documents

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

- a) Respondents are required to submit with their Quotations the **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 mandatory Returnable Documents by so indicating [Yes or No] in the table below:

Respondent's Signature _____

_____ Date & Company Stamp

Returnable Documents	Submitted [Yes or No]
<p>SECTION 1 : Notice to Bidders</p> <ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] <p>Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard</p> <ul style="list-style-type: none"> - Valid B-BBEE certificate from auditor, accounting officer or SAMAS accredited Verification Agency [RSA EMES] <p>Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard</p> <ul style="list-style-type: none"> - 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 	
<p>SECTION 2 : Quotation Form</p> <p>SECTION 3: Vendor Application Form</p> <ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details • Certified copies of IDs of shareholder/directors/members [as applicable] • Certified copy of Certificate of Incorporation [CM29/CM9 name change] • Certified copy of share certificates [CK1/CK2 if C.C.] • Entity's letterhead • Certified copy of VAT Registration Certificate [RSA entities only] • Certified copy of valid Company Registration Certificate [if applicable] <p>Compulsory Returnable Document - Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]</p>	
<p>Compulsory Returnable Document – Letter of Good Standing</p> <p>ANNEXURE A – Scope of Requirements and Special Conditions</p>	

Respondent's Signature

Date & Company Stamp

Section 2
QUOTATION FORM

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

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

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

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

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

Price Schedule

"PREVIEW ONLY"

.....
Respondent's Signature

.....
Date & Company Stamp

ANNEXURE B

TENDER PRICE LIST PER ITEM

ASSET DESCRIPTION: PART OF STATION BUILDING

CITY / TOWN: DE AAR

TENDER NO:

ASSET NO: 02XG003

WORK DESCRIPTION: REPAIR AND PAINT DAMAGE EQUIPMENT ROOM

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 ~~net~~ 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

TENDER NO:

ASSET NO: 02XG003

ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
---------	-------------------	------------	--------------	-----------	-------------

CEILING

32	Remove suspended ceilings for scrap	62	M ²		
34	Install down or Mac steel type suspending ceiling with 12.7mm thick laminated white vinyl rhinodex tiles complete	62	M ²		

WALLS INTERIOR

Respondent's signature: _____

Date: ____/____/____

TENDER NO:	ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
	58	Prepare walls for painting, wash smooth plaster walls with sugar soap, open cracks up to 4mm with sharp object, fill cracks and all holes, sand level and sand wall complete to provide bond for new paint, rinse with clean water to remove all sanding dust	122	M ²		
	67	Paint smooth plaster walls with 1 coat universal undercoat and 1 coat gloss enamel, apply paint only after preparation as per attached specification, colour: barely beige code 3h1-1	122	M ²		
	128	Remove and re-fit items fixed against wall at same position after wall has been painted or tiled, item include notice boards, key cupboards, fan shelves and mirrors that are fixed with screws to wall.	6	EA		
	WINDOWS INTERIOR					
	158	Paint window sill, item includes, wash, sand, rinse with clean water and paint of previously painted window sill with 2 coats grey floor/stoop paint.	3	M ²		
	163	Install vertical blinds ** complete with new rail ** with approved type blinds, size 1800mm wide x 1800mm drop, colour plain fawn, measured for ** face ** fit, rail anodized aluminum, read attached spec !!	9	EA		
	WINDOWS INT AND EXT					
	208	Paint residential awning type window frame complete, with 1 coat universal undercoat and 2 coats Dulux water base pearlig lockness code - 3f1-5, item includes removing all old paint from glass area and cleaning of glass, see detailed specifications.	24	M ²		
	DOORS/SECURITY GATES					
	288	Varnish door complete both sides, side edges and top edge, 3 coats varnish, use exterior varnish on exterior side door 810mmx2,03m= 3,66m ² . Door 750mmx2,03m= 3,42m ² . Do preparations as per attached specifications, item include remove and re-fit of handle	8	M ²		
	DOORFRAMES					
	330	Paint door frame with fan light, undercoat and 2 coats Dulux pearlig lockness code-3f1-5, item includes the paint of fan light window, single frame, 1.15mm=1,85m ² , 230mm=2,50m ² , double frame 1511mmx115mm =2,1 m ² , 230mm=3,00 m ² , preparation included	4	M ²		
	FLOORS					
	354	Fit/replace aluminium strip for novilon/sheeting in door opening or where specified	2	M		
	356	Remove floor carpets and clean floor	62	M ²		
	359	Lay floor carpets Berber point 920 or van Dyck Florpoint 980, as per attached specifications, finish a= charcoal, finish b =Senegal, finish c = lava	62	M ²		
	389	Remove wooden skirting and quarter rounds, completely	44	M		
	392	Fit meranti wooden skirting 100mm x 19mm and quarter round, complete, if necessary, quadrants must be loosely fitted for the later fitting of carpets, (read attached detailed specifications)	44	M		
	396	Varnish skirting and quarter rounds, complete, 2 coats Dulux or Plascon varnish, 75mm skirting x 1,0m = 0,075 m ² , 150mm skirting x 1,0m = 0,150 m ² , varnish only after preparation as per attached specification.	5	M ²		

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

TENDER NO:

ASSET NO: 02XG003

ITEM FAULT DESCRIPTION
NO

ITEM MEASURE UNIT ITEM
TOTAL UNIT RATE AMOUNT

TOTAL PRICE CIVIL WORK EXCLUDE VAT R

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 schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work.

P + G R

RISK AND SAFETY

Cost for the risk and safety must include the risk assessment. The risk assessment 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 EXCLUDE VAT R

The total price for Civil work, excluding VAT, must be carried over as one total amount to the Service Fees and Cost Form, Section 6 of the RFO. The amount must also be written in words on the Service Fees and Cost Form.

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

ANNEXURE A

ASSET DESCRIPTION: PART OF STATION BUILDING

ASSET LOCATION: STATION

CITY / TOWN: DE AAR

WORK DESCRIPTION: REPAIR AND PAINT DAMAGE EQUIPMENT ROOM

TENDER NO:

ASSET NO: 02XG003

ITEM NO. SPECIFICATIONS PER ITEM.

CEILING

32 Work description: Remove suspended ceiling complete

34 Work description: Install suspending ceiling complete as per type specified in fault list
Supply and install suspended ceiling. Use Donn Products ceiling grid & accessories or Mac steel interior systems grids and accessories. Use the LSM 25 cornice wall moulding from Donn and T37 main tee with T32 cross tee and or similar system from Mac steel interior systems. Use 2.5mm pre stress galvanized wire, 4mm rod suspension system or 19mm wide galvanized strap as hangers. The installation shall be done according to the specification of the relevant manufacture. Supply and install 595mm x 1195mm x 12.7mm thick laminated white vinyl Rhinodex tiles. The tile should be installed according to the manufacture's specification. Hold down clips must be used to hold the boards firmly in position. After installation the ceiling shall be level and all grid strips shall be straight.

WALLS INTERIOR

58 Work description: Prepare smooth plaster walls for painting.
Wash wall thoroughly with hot water and sugar soap in order to remove any traces of dust, fat, oil and any other dirt. Preparation of walls shall include opening all fine cracks with sharp object, the filling of cracks and all holes in wall with the appropriate filler or patching plaster, depending on the size of the cracks or holes. The areas under repair must be sanded down to a smooth, even finish. Brush down the surface removing all loose particles and dust ensuring that the surface is sound. Sand paint on walls to provide bond for new paint. Rinse wall thoroughly with clean water. Let wall dry completely before any paint is applied. No sweeping or dusting shall be done after the wall had been prepared for painting, while painting is in progress or while paint is still wet.

67 Work description: Paint smooth plaster walls with universal undercoat and gloss enamel.
All paint work shall be done to the specification of the manufacturer. Over coating shall be done as specified by the manufacturer. 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. All items that are more cost effective to remove from wall and to re-fix must be removed to avoid cutting in against items such as notice boards, towel rails and other such items.

128 Work description: Remove fixed item from wall to paint and refit.
Remove items like notice boards, key cupboards, fan shelves and mirrors with frame to paint or tile wall and refit at same position. Store item at safe place were it would not damage, if lost or stolen contractor shall replace items.

WINDOWS INTERIOR

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

TENDER NO:

ASSET NO: 02XG003

ITEM NO. SPECIFICATIONS PER ITEM.

158 Work description: Paint windowsill.
Remove all polish with turps or thinners and sand window sill completely, clean sill with damp cloth to remove all sanding dust. Apply two coats of Plascon, Dulux gloss floor or Stoep paint for previously painted sills and two coats stone dressing to un- painted quarry tile window sills.

163 Work description: Install vertical blinds (1)
*** MEASUREMENT*** For recess fix blinds the clearance between bottom of blinds and window sill shall be 10 mm. For face fix blinds the blinds shall cover the window with plus 150 mm on each side of window where possible, the top of the blind shall be 100 mm above the lintel and the bottom of the blinds shall be 150 mm below the windowsill. Rails to be fit with quick snap-out clamps spaced not more than 900mm apart.

IMPORTANT: THE TOP POCKETS HOUSING THE LOUVRE SLATS/HANGERS AND THE BOTTOM POCKETS HOUSING THE MOULDED PVC BOTTOM WEIGHTS SHALL BE SEWN AND SHALL NOT GLUED OR HEAT SEALED

Track of extruded aluminium construction measuring 44,5mm wide by 25mm natural anodized finish (25 micron) as standard or an option of white powder coated finish. Fixing for TOP FIX (ceiling or recess fix) use extruded aluminium "QUICK CLIP FIX" brackets secured to the top of the recess with 5mm dia x at lease 40mm long "Hilti" prefix anchors, track to clipped into the brackets. For FACE FIX extruded aluminium "QUICK CLIP FIX" brackets are used which are firstly anchored to the wall by means of 5mm dia x at lease 40mm long "Hilti" prefix anchors and the track then clipped into the integral bracket. The brackets must be anodized or powder coated to match the specific track. Mechanism The runners shall be of high quality construction incorporating a safety/slipping clutch to ensure the correct alignment of the blades. The runners to be 10mm wide and operate on wheels and are linked together with nylon links which ensure a minimum of 13mm overlap on each blade/vane. Control cord to be white, plastic tension type and the blades rotated cord bead chain cord. The hanger on the runner to be moulded from clear polycarbonate and to be the "peg" design. The vertical position of the blades is maintained by moulded PVC bottom weights (weighing 50 grams for 127mm blades and 38 gram for 90mm) in a pocket at the bottom of the vane/blade which are interconnected by means of twin, snap-on, white, plastic link chain. Glass fibre and Acrylic composition, all of which are vinyl coated and anti-static treated.

WINDOWS INT AND EXT

208 Work description: Paint window frame complete.
Clean window frame from rust and dirt by scraping or by means of steel wire brush. Sand frame complete and wipe off all sanding dust to obtain a perfectly clean surface. Prime all exposed metal surfaces with an approved metal primer. Apply one coat universal undercoat and two coats water-base Dulux Pearlgl. After painting, window-opening sections shall open and close easily. All Window handles, peg stays and sliding stays shall be remove to paint window. The Window handles, peg stays and sliding stays shall be removed cleaned and re-fitted. Contractor shall be responsible for any lost window fittings

DOORS/SECURITY GATES

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

TENDER NO:

ASSET NO: 02XG003

ITEM NO. SPECIFICATIONS PER ITEM.

- 288 Work description: Varnish door complete, 2 coats.
Previously varnished doors: Remove handles, wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective varnish and repair all holes and defective places with a suitable wood filler. Sand complete door and wipe off all sanding dust with a damp cloth. Allow to dry and apply two coats of varnish on varnished doors. Re-fit door handles
New doors to be varnished: Remove lock and door handles. Fill all defective places with suitable wood filler, sand smooth and wipe sanding dust off with damp cloth. Allow to dry and apply. Apply three coats varnish on doors. Allow varnish to dry between coats. Re-fit lock and handles.

DOORFRAMES

- 330 Work description: Paint frame with fan light, complete 2 coats.
Previously painted wooden door frame: Wash thoroughly with a suitable detergent to remove all dirt, rinse with clean water. Remove defective paint and repair all holes and defective places with a suitable wood filler. Sand complete frame and wipe off all sanding dust with a damp cloth. Allow too dry and apply one coat universal and one coat gloss enamel on painted frames. Previously painted steel doorframes: Clean doorframe from all rust and dirt by means of scraping, steel wire brush or sanding. Sand frame complete and wipe off all sanding dust with damp cloth. Allow too dry. Spot prime all exposed metal surfaces with an approved metal primer. Apply one coat universal undercoat and one coat gloss-enamel. New wooden door frames to be painted: Sand smooth, wipe sanding dust off with damp cloth, allow to dry. Apply one coat wood primer, one coat universal undercoat and 2 coats Dulux pearglo on doors frames. Allow paint to dry between coats as per manufacturer specifications

FLOORS

- 354 Work description: Supply and fit aluminium strip for sheeting/rovision
- 356 Work description: Remove floor carpets
Remove existing carpets completely and clean sub floor
- 359 Work description: Lay floor carpets Berber point
The laying of textile floor covering shall be in accordance with SABS 0186. The laying of carpets shall include all preparatory work to screed surfaces, priming and adhesives in accordance with the relevant manufacturer's instructions. Where skirting and quadrants are fixed the quadrants must be removed and the carpets laid against skirting, the quadrants must be re-fixed at their original place with new 32mm panel pins where no skirting or quadrants are fixed the carpets must be laid against the wall. After the carpets had been laid there must be no air bubbles and the cutting at doorframes must be neat. Where necessary doors must be cut at the bottom to have a clearance of 6mm. Give marks on carpet tiles shall not be cleaned, tiles shall be replace.
- 389 Work description: Remove wooden skirting.
Completely remove existing skirting.
- 392 Work description: Replace skirting completely.
Skirting shall be 75 x 19mm meranti, in single lengths, where ever practical. Skirting shall be trenched at back. Fix skirting with wood plugs and nails or with steel nails. The nail heads must be countersunk and the hole filled with a suitable wood filler to match the wood colour and finished smoothly. Joints at headings, internal and external corners, shall be mitred. All joints shall be neat and tight fitting without the use of fillers. If necessary quadrants shall be loosely fitted to allow for carpets at a later stage.

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

TENDER NO:

ASSET NO: 02XG003

ITEM NO. SPECIFICATIONS PER ITEM.

- 396 Work description: Varnish wooden skirting, 2 coats.
Previously varnished skirting: Wash thoroughly with a suitable detergent to remove all dirt, rinse with clean water. Remove defective varnish and repair all holes and defective places with a suitable wood filler. Sand complete skirting and use damp cloth to wipe off sanding dust. Allow to dry and apply two coats varnish. New skirting to be varnished: Sand smooth, use damp cloth to wipe off sanding dust. Allow to dry. Apply three coats varnish to skirting. Allow drying time between coats as per specification.

"PREVIEW ONLY COPY"

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

INTERIOR WORK LIST**ASSET NO 02XG003****PART OF STATION BUILDING****DE AAR****TENDER NO:**

No	WORK LIST	UNIT
----	-----------	------

CEILING

32	Remove suspended ceilings for scrap	62 M^2
34	Install down or Mac steel type suspending ceiling with 12,7mm thick laminated white vinyl rhinodex tiles complete	62 M^2

WALLS INTERIOR

58	Prepare walls for painting, wash smooth plaster walls with sugar soap, open cracks up to 4mm with sharp object, fill cracks and all holes, sand level and sand wall complete to provide bond for new paint, rinse with clean water to remove all sanding dust	122 M^2
67	Paint smooth plaster walls with 1 coat universal undercoat and 1 coat gloss enamel, apply paint only after preparation as per attached specification, colour: barely beige code 3n1-1	122 M^2
128	Remove and refit items fixed against wall at same position after wall has been painted or tiled, item include notice boards, key cupboards, fan sheifs and mirrors that are fixed with screws to wall.	6 EA

WINDOWS INTERIOR

158	Paint window sill: item includes, wash, sand, rinse with clean water and paint of previously painted window sill with 2 coats grey floor/stop paint.	3 M^2
163	Install vertical blinds ** complete with new rail ** with approved type blinds, size 1800mm wide x 1800mm drop, colour plain fawn, measured for ** face ** fit, rail anodized aluminum, read attached spec !!	9 EA

WINDOWS INT AND EXT

208	Paint residential awning type window frame complete, with 1 coat universal undercoat and 2 coats Dulux water base pearliglo lockness code - 311-5, item includes removing all old paint from glass area and cleaning of glass, see detailed specifications.	24 M^2
-----	---	--------

DOORS/SECURITY GATES

288	Varnish door complete both sides, side edges and top edge, 3 coats varnish, use exterior varnish on exterior side, door 810mmx2,03m= 3,66m2, Door 750mmx2,00m= 3,42m2, Do preparations as per attached specifications, item include remove and re-fit of handle	8 M^2
-----	---	-------

DOORFRAMES

330	Paint door frame with fan light, undercoat and 2 coats Dulux pearliglo lockness code- 311-5, item includes the paint of fan light window, single frame, 115mm=1,85m2, 230mm=2,50m2, double frame 1511mmx115mm =2,1 m2, 230mm=3,00 m2, preparation included	4 M^2
-----	--	-------

FLOORS

354	Fit/replace aluminium strip for novilon/sheeting in door opening or where specified	2 M
356	Remove floor carpets and clean floor	62 M^2

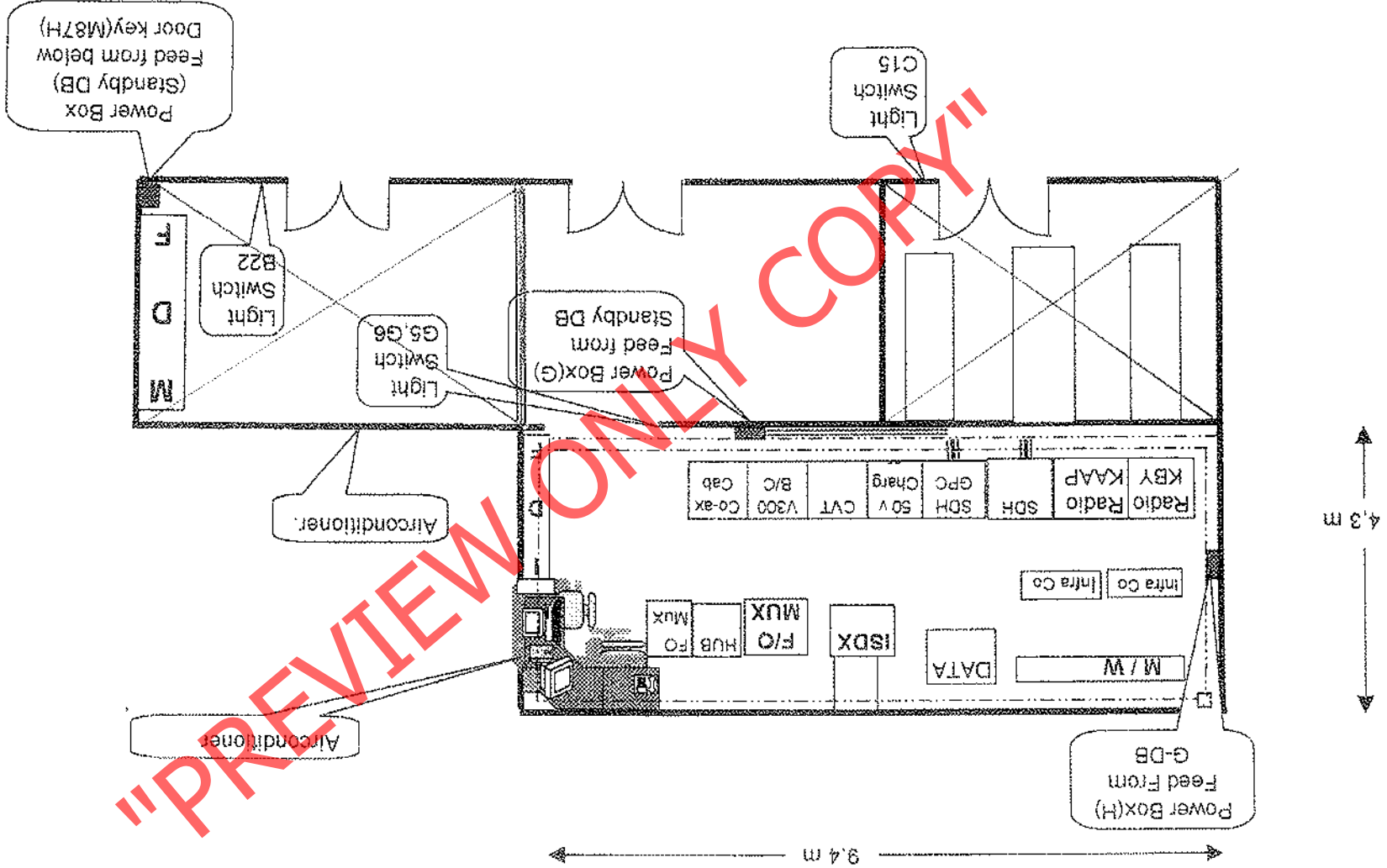
No	WORK LIST	UNIT
----	-----------	------

FLOORS

399	Lay floor carpets Berber point 920 or van Dyck Florpoint 980, as per attached specifications. finish a= charcoal, finish b =Senegal, finish c = lava	62 M ²
399	Remove wooden skirting and quarter rounds, completely	44 M
392	Fit meranti wooden skirting 100mm x 19mm and quarter round, complete. if necessary, quadrants must be loosely fitted for the later fitting of carpets. (read attached detailed specifications)	44 M
396	Varnish skirting and quarter rounds, complete, 2 coats Dulux or Plascon varnish. 75mm skirting x 1.0m = 0.075 m2. 150mm skirting x 1.0m = 0.150 m2. varnish only after preparation as per attached specification.	5 M ²

"PREVIEW ONLY COPY"

NOT TO SCALE



DE AAR EQUIPMENT ROOM LIGHT POSITIONS AND NUMBERING 02 XG 003

PREVIEW ONLY COPY

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.**

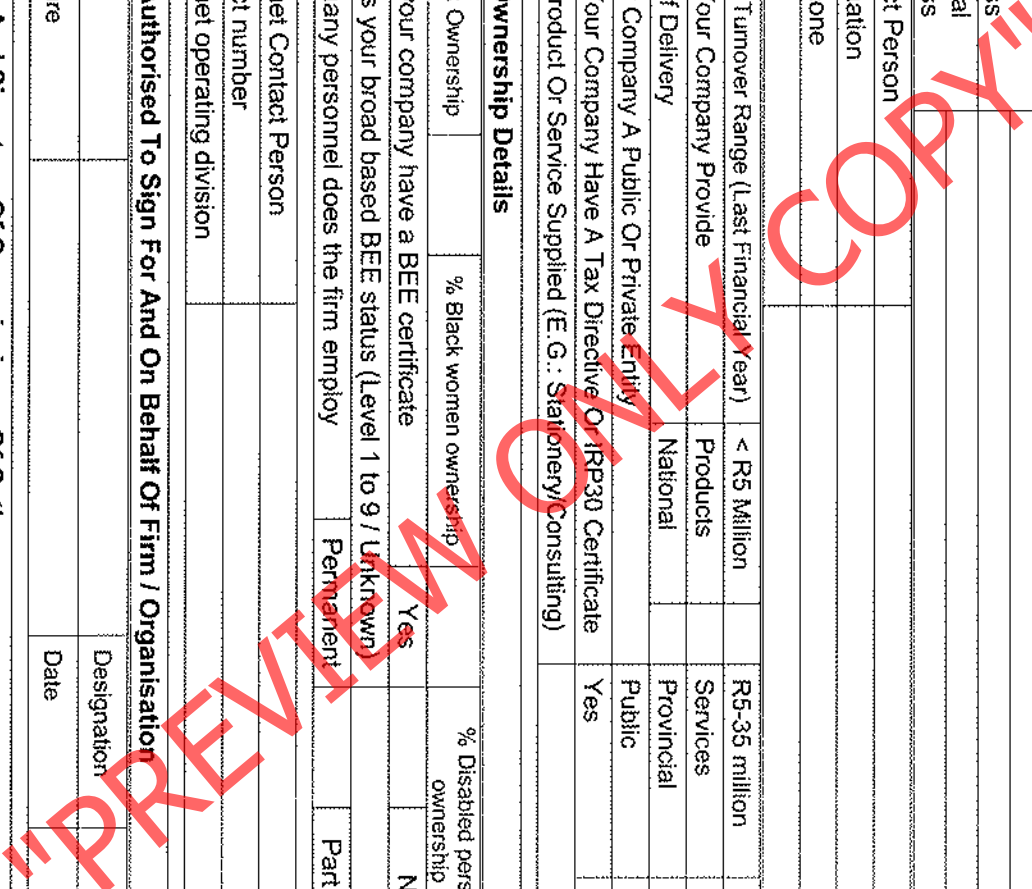
Regards,

Respondent's Signature

Date & Company Stamp

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 persons 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.						



Respondent's Signature

Date & Company Stamp

E7/1 (July 1998)

SPECIFICATION FOR WORKS ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND
NEAR HIGH VOLTAGE EQUIPMENT

(This Specification shall be used in Transnet Contracts)

"PREVIEW ONLY COPY"

CONTENTS

<u>CLAUSE NO'S</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1.	<u>DEFINITIONS</u>	3
<u>PART A - GENERAL SPECIFICATION</u>		
2.	Authority of officers of Transnet	4
3.	Contractor's representatives	4
4.	Occupations and work permits	4
5.	Speed restrictions and protection	5
6.	Roads on Transnet property	5
7.	Clearances	5
8.	Stacking of material	5
9.	Excavation, shoring, dewatering and drainage	5
10.	Falsework for structures	6
11.	Piling	6
12.	Underground services	6
13.	Blasting	6
14.	Rail trolleys	7
15.	Signal track circuits	7
16.	Penalty for delays to trains	7

PART B - ADDITIONAL SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE ELECTRICAL EQUIPMENT

17.	General	8
18.	Work on buildings of fixed structures	8
19.	Work done on or outside of rolling stock, including loading and unloading	8
20.	Use of equipment	9
21.	Carrying and handling material and equipment	9
22.	Precautions to be taken when erecting or removing poles, antennae and trees	10
23.	Use of water	10
24.	Use of construction plant	10
25.	Work performed under dead conditions under cover of a work permit	10
26.	Traction return circuits in rails	11
27.	Blasting	11
28.	High-voltage electrical equipment not maintained and/or operated by Transnet	11

ANNEXES

1.	Horizontal clearances 1 065 mm gauge
2.	Vertical clearances 1 065 mm gauge
3.	Clearances 610 mm gauge
4.	Platform clearances

DEFINITIONS

The following definitions shall apply :

Authorised Person. A person whether an employee of Transnet or not, who has been specially authorised to undertake specific duties in terms of Transnet's publication SAFETY INSTRUCTIONS: HIGH-VOLTAGE ELECTRICAL EQUIPMENT, and who holds a certificate or letter of authority to that effect.

Barrier. Any device designed to restrict access to "live" high-voltage electrical equipment.

Bond. A short conductor installed to provide electrical continuity.

Contractor. Any person or organisation appointed by Transnet to carry out work on its behalf.

Dead. Isolated and earthed.

Electrical Officer (Contracts). The person appointed in writing by the responsible Electrical Engineer in Transnet as the person who shall be consulted by the Contractor in all electrical matters to ensure that adequate safety precautions are taken by the Contractor.

Executive Officer. The person appointed by Transnet from time to time as the Executive Officer to act according to the rights and powers held by and obligations placed upon him in terms of the Contract.

High-Voltage. A voltage normally exceeding 1 000 volts.

Live. A conductor is said to be "live" when it is at a potential different from that of the earth or any other conductor of the system of which it forms a part.

Near. To be in such a position that a person's body or the tools he is using or any equipment he is handling may come within 3 metres of live exposed high-voltage electrical equipment.

Occupation. An authorisation granted by Transnet for work to be carried out under specified conditions on, over under or adjacent to railway lines.

Occupation Between Trains. An occupation during an interval between successive trains.

Project Manager. The person or juristic person appointed by Transnet from time to time as the Project Manager, to administer the Contract according to the powers and rights held by and obligations placed upon him in terms of the Contract.

Responsible Representative. The responsible person in charge, appointed by a contractor, who has undergone specific training (and holds a certificate) to supervise staff under his control to work on, over, under or adjacent to railway lines and in the vicinity of high-voltage electrical equipment.

Technical Officer. The person or juristic person appointed by Transnet from time to time as the Technical Officer, to administer the Contractor's performance and execution of the Works according to the powers and rights held by and obligations placed upon the Technical Officer in terms of the Contract.

Total Occupation. An occupation for a period when trains are not to traverse the section of line covered by the occupation.

Work on. Work undertaken on or so close to the equipment that the specified working clearances to the live equipment cannot be maintained.

Work Permit. A combined written application and authority to proceed with work on or near dead electrical equipment.

PART A - GENERAL SPECIFICATION

2. AUTHORITY OF OFFICERS OF TRANSNET

2.1 The Contractor shall co-operate with the officers of Transnet and shall comply with all instructions issued and restrictions imposed with respect to the Works which bear on the existence and operation of Transnet's railway lines and high-voltage equipment.

2.2 Without limiting the generality of the provisions of 2.1, any duly authorised representative of Transnet, having identified himself, may stop the work if, in his opinion, the safe passage of trains or the safety of Transnet assets or any person is affected: **CONSIDERATIONS OF SAFETY SHALL TAKE PRECEDENCE OVER ALL OTHER CONSIDERATIONS.**

3. CONTRACTORS REPRESENTATIVES

3.1 The Contractor shall nominate Responsible Representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The Contractor shall provide the Technical Officer with the names, addresses and telephone numbers of the representatives.

3.2 The Contractor guarantees that he has satisfied himself that the Responsible Representative is fully conversant with this specification and that he shall comply with all his obligations in respect thereof.

4. OCCUPATIONS AND WORK PERMITS

4.1 Work to be done during total occupation or during an occupation between trains or under a work permit shall be done in a manner decided by the Technical Officer and at times to suit Transnet requirements.

4.2 The Contractor shall organise the Works in a manner which will minimise the number and duration of occupations and work permits required.

4.3 Transnet will not be liable for any financial or other loss suffered by the Contractor arising from his failure to complete any work scheduled during the period of an occupation or work permit.

4.4 The Contractor shall submit to the Technical Officer, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 14 days before they are required. Transnet does not undertake to grant an occupation or work permit for any particular date, time or duration.

4.5 Transnet reserves the right to cancel any occupation or work permit at any time before or during the period of occupation or work permit. If, due to cancellation or change in date or time, the Contractor is not permitted to start work under conditions of total occupation or work permit at the time arranged, all costs caused by the cancellation shall be born by the Contractor except as provided for in clauses 4.6 to 4.8.

4.6 When the Contractor is notified less than 2 hours before the scheduled starting time that the occupation or work permit is cancelled, he may claim reimbursement of his direct financial losses caused by the loss of working time up to the time his labour and plant are employed on other work, but not exceeding the period of the cancelled occupation or work permit.

4.7 When the Contractor is notified less than 2 hours before the schedule starting time, or during an occupation or work permit, that the duration of the occupation or work permit is reduced, he may claim reimbursement of his direct financial losses caused by the loss of working time due to the reduced duration of the occupation or work permit.

4.8 Reimbursement the Contractor for any loss of working time in terms of 4.6 and 4.7, shall be subject to his claims being submitted within 14 days of the event with full details of labour and plant involved, and provided that the Technical Officer certifies that no other work on which the labour and plant could be employed was immediately available.

4.9 Before starting any work for which an occupation has been arranged, the Contractor shall obtain from the Technical Officer written confirmation of the date, time and duration of the occupation.

4.10 Before starting any work for which a work permit has been arranged, the Responsible Representative shall read and sign portion C of form No. T.1276 signifying that he is aware of the limits within which work may be undertaken. After the work for which the permit was granted has been completed, or when the work permit is due to be terminated, or if the permit is cancelled after the start, the same person who signed portion C shall sign portion D of the T.1276 form, thereby acknowledging that he is aware that the electrical equipment is to be made "live". The Contractor shall advise all his workmen accordingly.

5. SPEED RESTRICTIONS AND PROTECTION

5.1 When speed restrictions are imposed by Transnet because of the Contractor's activities, the Contractor shall organise and carry out his work so as to permit the removal of the restrictions as soon as possible.

5.2 When the Technical Officer considers protection to be necessary the Contractor shall, unless otherwise agreed, provide all protection including flagmen, other personnel and all equipment for the protection of Transnet's and the Contractor's personnel and assets, the public and including trains. Transnet will provide training free of charge of the Contractor's flagmen and other personnel performing protection duties. The Contractor shall consult with the Technical Officer, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in appendixes 1 to 4.

5.3 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction, which may be given by Transnet personnel providing protection.

6. ROADS ON TRANSNET PROPERTY

The provision of clause 25 of the E.5, General Conditions of Contract, or clause 23 of the E.5 (MW), General Conditions of Contract for Maintenance Works, shall apply to the use of existing roads on Transnet's property.

7. **CLEARANCES**

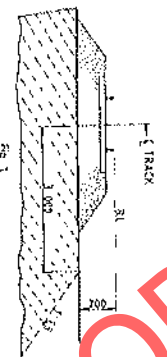
- 7.1 No temporary works shall encroach on the appropriate minimum clearances set out in Annexure 1 BE97-01 Sheets 1,2, 3 and 5 of 5.

8. **STACKING OF MATERIAL**

- 8.1 The Contractor shall not stack any material closer than 3 m from the centre line of any railway line without prior approval of the Technical Officer.

9. **EXCAVATION, SHORING, DEWATERING AND DRAINAGE**

- 9.1 Unless otherwise approved by the Technical Officer any excavation adjacent to a railway line shall not encroach on the hatched area shown in Figure 1.



- 9.2 The Contractor shall provide at his own cost any shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.
- 9.3 Where required by the Technical Officer, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed obtained, before the excavation is commenced.
- 9.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Technical Officer.
- 9.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.

10. **FALSEWORK FOR STRUCTURES**

- 10.1 Drawings of falsework for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Technical Officer and his permission to proceed obtained before the falsework is erected. Each drawing shall be given a title and a distinguishing number and shall be signed by a registered professional engineer certifying that he has checked the design of the falsework and that the drawings are correct and in accordance with the design.
- 10.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Technical Officer a certificate signed by a registered professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Technical Officer to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.

11. **PILING**
- 11.1 The Technical Officer will specify the conditions under which piles may be installed on Transnet property.
12. **UNDERGROUND SERVICES**
- 12.1 No pegs or stakes shall be driven or any excavation made before the Contractor has established that there are no underground services, which may be damaged thereby.
- 12.2 Any damage shall be reported immediately to the Technical Officer, or to the official in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.
13. **BLASTING**
- 13.1 The provisions of clause 23 of the E.5, General Conditions of Contract or clause 21 of the E.5 (MW), General Conditions of Contract for Maintenance Work, shall apply to all blasting operations undertaken in terms of the Contract.
- 13.2 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).
- 13.3 Blasting within 500m of a railway line will only be permitted during intervals between trains. A person appointed by the Technical Officer, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station. Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly regarding the time during which blasting may take place.
- 13.4 The flagmen described in 13.3, where provided by Transnet, are for the protection of trains and Transnet property only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.
- 13.5 The person described in 13.3 will record in a book provided and retained by Transnet the dates and times -
- (i) when each request is made by him to the controlling station for permission to blast;
 - (ii) when blasting may take place;
 - (iii) when blasting actually takes place; and
 - (iv) when he advises the controlling station that the line is safe for the passage of trains.
- 13.6 Before each blast the Contractor shall record in the same book, the details of the blast to be carried out. The person appointed by the Technical Officer and the person who will do the blasting shall both sign the book whenever an entry described in 13.5 is made.

13.7 The terms of clause 27 hereof shall be strictly adhered to.

14. **RAIL TROLLEYS**

14.1 The use of rail trolleys or trestle trolleys on a railway line for working on high voltage equipment will be permitted only if approved by the Technical Officer and under the conditions stipulated by him.

14.2 All costs in connection with such trolley working requested by the Contractor shall, unless otherwise agreed, be borne by the Contractor, excluding the costs of any train protection services normally provided free of charge by Transnet.

15. **SIGNAL TRACK CIRCUITS**

15.1 Where signal track circuits are installed, the Contractor shall ensure that no material capable of conducting an electrical current makes contact between rails of a railway line/lines.

15.2 No signal connections on track-circuited tracks shall be severed without the Technical Officer's knowledge and consent.

16. **PENALTY FOR DELAYS TO TRAINS**

16.1 If any trains are delayed by the Contractor and the Technical Officer is satisfied that the delay was avoidable, a penalty will be imposed on the Contractor of R5 000 per hour or part thereof for the period of delay, irrespective of the number of trains delayed.

"PREVIEW ONLY"

PART B - ADDITIONAL SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE ELECTRICAL EQUIPMENT

17. **GENERAL**

17.1 This specification is based on the contents of Transnet's publication SAFETY INSTRUCTIONS, HIGH-VOLTAGE ELECTRICAL EQUIPMENT, as amended, a copy of which will be made available on loan to the Contractor for the duration of the contract. These instructions apply to all work near live high-voltage equipment maintained and/or operated by Transnet, and the onus rests on the Contractor to ensure that he obtains a copy.

17.2 The Contractor's attention is drawn in particular to the contents of Part I, Sections 1 and 2 of the Safety Instructions : High-Voltage Electrical Equipment.

17.3 The Safety Instructions : High-Voltage Electrical Equipment cover the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).

17.4 This specification must be read in conjunction with and not in lieu of the Safety Instructions : High-Voltage Electrical Equipment

17.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tools he is using or any equipment he is handling, to come within 3 metres of any live high-voltage equipment.

17.6 The Contractor shall regard all high-voltage equipment as live unless a work permit is in force.

17.7 Safety precautions taken or barriers erected shall comply with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall, unless otherwise agreed, bear the cost of the provision of the barriers and other safety precautions required, including the attendance of Transnet staff where this is necessary.

17.8 No barrier shall be removed unless authorised by the Electrical Officer (Contracts).

18. **WORK ON BUILDINGS OR FIXED STRUCTURES**

Before any work is carried out or measurements are taken on any part of a building, fixed structure or earthworks of any kind above ground level situated within 3 metres of live high-voltage equipment, the Electrical Officer (Contracts) shall be consulted to ascertain the conditions under which the work may be carried out.

18.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Works.

18.3 The shuttering for bridge piers, abutments, retaining walls or parapets adjacent to or over any

track may be permitted to serve as a barrier, provided that it extends at least 2.5 metres above any working level in the case of piers, abutments and retaining walls and 1.5 metres above any working level in the case of parapets.

19. **WORK DONE ON OR OUTSIDE OF ROLLING STOCK, INCLUDING LOADING OR UNLOADING**

19.1 No person shall stand, climb or work whilst on any platform, surface or foothold higher than the normal unrestricted places of access, namely -

- (i) the floor level of trucks;
- (ii) external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and
- (iii) walkways between coaches and locomotives.

When in these positions, no person may raise his hands or any equipment or material he is handling above his head.

19.2 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.

19.3 The handling of long lengths of material such as metal pipes, reinforcing bars, etc should be avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.

19.4 The Responsible Representative shall warn all persons under his control of the danger of being near live high-voltage equipment, and shall ensure that the warning is fully understood.

19.5 Where the conditions in 19.1 to 19.3 cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable Safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by Transnet and at its costs, as an Authorised Person to work closer than 3 metres from live overhead conductors and under such conditions as may be imposed by the Senior responsible Electrical Engineer in Transnet.

20. **USE OF EQUIPMENT**

20.1 Measuring Tapes and Devices

20.1.1 Measuring tapes may be used near live high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the live equipment.

20.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the live high-voltage equipment.

20.1.3 Special measuring devices longer than 2 metres such as survey staves and rods may be used if these are of non-conducting material and approved by the responsible Electrical Engineer in Transnet, but these devices must not be used within 3 metres of live high-voltage equipment in rainy or wet conditions.

20.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in 20.1.1 to 20.1.3 are required.

20.1.5 The restrictions described in 20.1.1 to 20.1.3 do not apply on a bridge deck between permanent parapets nor in other situations where a barrier effectively prevents contact with the live high-voltage equipment.

20.2 Portable Ladders

20.2.1 Any type of portable ladder longer than 2 metres may only be used near live high-voltage equipment under the direct supervision of the Responsible Representative. He shall ensure that the ladder is always used in such a manner that the distance from the base of the ladder to any live high-voltage equipment is greater than the fully extended length of the ladder plus 3 metres. Where these conditions cannot be observed, the Electrical Officer (Contracts) shall be advised, and he will arrange for suitable safety measures to be taken.

21. CARRYING AND HANDLING MATERIAL AND EQUIPMENT

21.1 Pipes, scaffolding, iron sheets, reinforcing bars and other material, which exceeds 2 metres in length, shall be carried completely below head height near live high-voltage equipment. For maximum safety two or more persons so as to maintain it as nearly as possible in a horizontal position should carry such material. The utmost care must be taken to ensure that no part of the material comes within 3 metres of any live high-voltage equipment.

21.2 Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any live high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.

21.3 The presence of overhead power lines shall always be taken account of especially when communications lines or cables or aerial cables, stay wires, etc. are being erected above ground level.

22. PRECAUTIONS TO BE TAKEN WHEN ERECTING OR REMOVING POLES, ANTENNAE, TREES ETC.

22.1 A pole may be handled for the purpose of erection or removal near high-voltage equipment under the following conditions:

- (i) If the distance between the point at which the pole is to be erected or removed and the nearest live high-voltage equipment is more than the length of the pole plus 3 metres, the work shall be supervised by the Responsible Representative.

(ii) If the distance described in (i) is less than the length of the pole plus 3 metres, the Electrical Officer (Contracts) shall be consulted to arrange for an Authorised Person to supervise the work and to ensure that the pole is earthed where possible. The pole shall be kept in contact with the point of erection, and adequate precautions shall be taken to prevent contact with live high-voltage equipment.

22.2 The cost of supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.

22.3 The provisions of clauses 22.1 and 22.2 shall also apply to the erection or removal of columns, antennae, trees, posts, etc.

23. **USE OF WATER**

23.1 No water shall be used in the form of a jet if it can make contact with any live high-voltage equipment or with any person working on such equipment.

24. **USE OF CONSTRUCTION PLANT**

24.1 "Construction plant" entails all types of plant including cranes, piling frames, boring machines, excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.

24.2 When work is being undertaken in such a position that it is possible for construction plant or its load to come within 3 metres of live high-voltage equipment, the Electrical Officer (Contracts) shall be consulted. He will arrange for an Authorised Person to supervise the work and to ensure that the plant is adequately earthed. The Electrical Officer (Contracts) will decide whether further safety measures are necessary.

24.3 The cost of any supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.

24.4 When loads are handled by cranes, non-metallic rope hand lines shall be used, affixed to such loads so as to prevent their swinging and coming within 3 metres of live high-voltage equipment.

24.5 Clauses 24.1 to 24.4 shall apply mutatis mutandis to the use of maintenance machines of any nature.

25. **WORK PERFORMED UNDER DEAD CONDITIONS UNDER COVER OF A WORK PERMIT**

25.1 If the Responsible Representative finds that the work cannot be done in safety with the high-voltage electrical equipment live, he shall consult the Electrical Officer (Contracts) who will decide on the action to be taken.

25.2 If a work permit is issued the Responsible Representative shall -

(i) before commencement of work ensure that the limits within which work may be carried out

have been explained to him by the Authorised Person who issued the permit to him, and that he fully understands these limits.

- (ii) sign portion C of the permit before commencement of work;
- (iii) explain to all persons under his control the limits within which work may be carried out, and ensure that they fully understand these limits;
- (iv) care for the safety of all persons under his control whilst work is in progress; and
- (v) withdraw all personnel under his control from the equipment on completion of the work before he signs portion D of the work permit.

26. **TRACTION RETURN CIRCUITS IN RAILS**

26.1 **DANGEROUS CONDITIONS CAN BE CREATED BY REMOVING OR SEVERING ANY BOND.**

26.2 Broken rails with an air gap between the ends, and joints, at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by Transnet personnel.

26.3 The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Technical Officer at least 7 days written notice when removal of such bonds is necessary.

26.4 No work on the track which involves interference with the traction return rail circuit either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return circuit before permitting the work to be commenced.

27. **BLASTING**

27.1 The Contractor shall obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 14 days notice of his intention to blast

27.2 No blasting shall be done in the vicinity of electrified lines unless a member of Transnet's electrical personnel is present.

27.3 The terms of clause 13 hereof shall be strictly adhered to.

28.

HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY TRANSNET

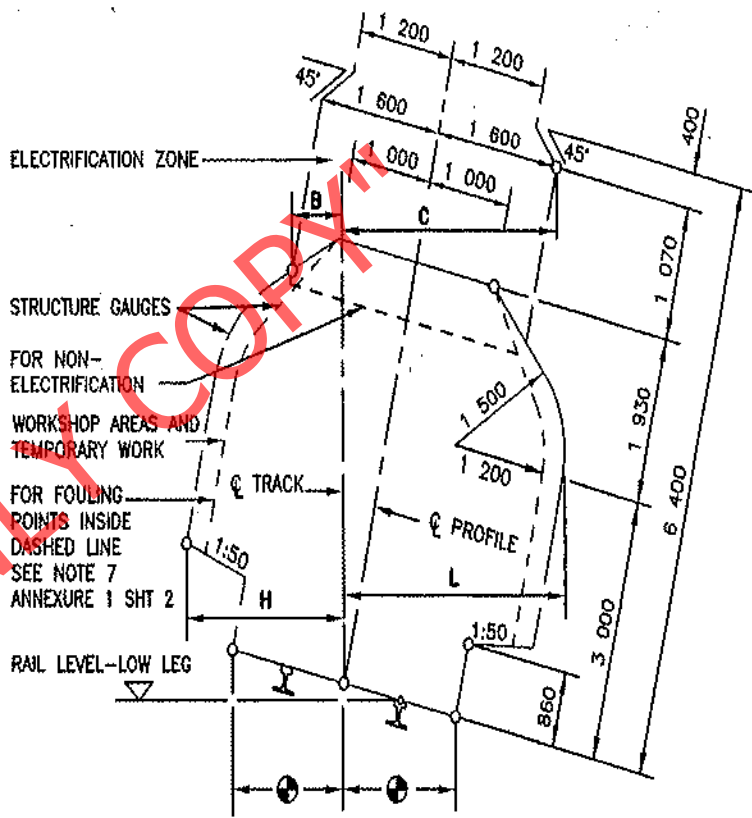
Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by Transnet, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

Such equipment includes: -

- (i) Eskom and municipal equipment;
- (ii) ~~the~~ Contractor's own power supplies; and
- (iii) electrical equipment being installed but not yet taken over from the Contractor.

"PREVIEW ONLY COPY"

RADIUS (m)	WITH CANT		NO CANT	WITH CANT	
	H (mm)	L (mm)	H & L	B (mm)	C (mm)
90	2 730	3 090	2 780	1 130	2 100
100	2 700	3 030	2 750	1 140	2 050
120	2 650	2 970	2 700	1 160	2 010
140	2 620	2 920	2 860	1 175	1 990
170	2 590	2 870	2 630	1 190	1 970
200	2 570	2 820	2 600	1 205	1 950
250	2 550	2 790	2 580	1 230	1 920
300	2 540	2 760	2 560	1 250	1 900
350	2 530	2 730	2 540	1 270	1 890
400	2 520	2 710	2 530	1 290	1 875
500	2 510	2 680	2 520	1 320	1 850
600	2 500	2 660	2 510	1 340	1 830
800	2 490	2 620	2 500	1 365	1 790
1 000	2 480	2 600	2 490	1 380	1 760
1 200	2 480	2 580	2 490	1 200	1 730
1 500	2 480	2 550	2 480	1 415	1 700
2 000	2 480	2 500	2 480	1 440	1 660
3 000	2 470	2 470	2 470	1 500	1 600
>5 000	2 460	2 460	2 460	1 600	1 600

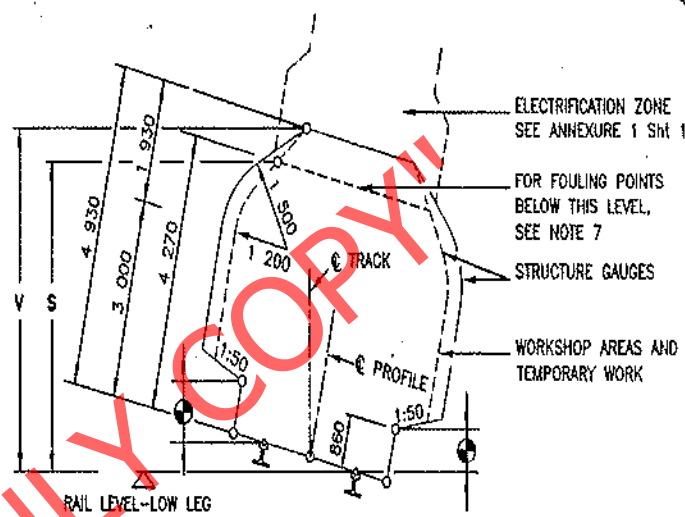


REMARKS:

1. H AND B IS THE REQUIRED HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
2. L AND C IS THE REQUIRED HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
4. FOR WORKSHOP AREAS AND TEMPORARY WORK, CLEARANCES H AND L MAY BE REDUCED BY 300mm.
5. Ⓞ SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.
6. ALSO REFER TO REMARKS 4 TO 8 OF ANNEXURE 1 SHEET 2.

BE 97-01 SHT 2 of 5 DATE : JUNE 2000

LOCATION	RADIUS (mm)	NOT ELECTRIFIED S (mm)	ELECTRIFIED (PRESENT OR FUTURE)	
			3KV & 25KV V (mm)	50KV V (mm)
ALL AREAS OTHER THAN THOSE INDICATED BY * BELOW	100	4 470	5 050	5 400
	300	4 410	5 020	5 370
	600	4 370	5 000	5 350
	1 000	4 350	4 990	5 340
	1 500	4 310	4 960	5 310
	2 000	4 290	4 840	5 290
	>3 000	4 270	4 830	5 280
* OVER OR NEAR POINTS AND CROSSING IF REQUIRED BY ELECTRICAL IRRESPECTIVE OF RADIUS			5 650	6 000



REMARKS:

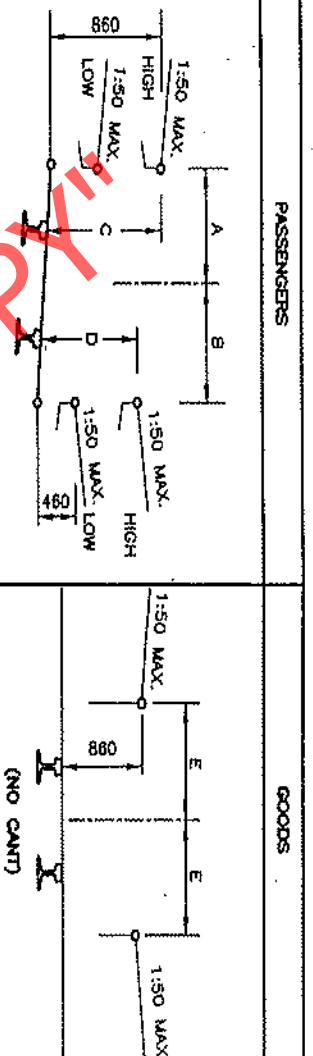
1. V IS THE REQUIRED VERTICAL CLEARANCE EXCEPT WHERE REDUCED CLEARANCE S APPLIES.
2. S IS THE MINIMUM VERTICAL CLEARANCE FOR STRUCTURES AND TEMPORARY WORK OVER NON-ELECTRIFIED LINES.
3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
4. FOR APPLICATION AT CURVES
 - 4.1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 3m BEYOND THE ENDS OF THE CIRCULAR CURVE.
 - 4.2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - 4.3 FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 15m ALONG STRAIGHTS.
5. NEW STRUCTURES: SEE BRIDGE CODE.
6. TUNNELS: SEE DRAWING BE B2-35.
7. FOULING POINTS: SEE CLAUSE B.1.
8. CLEARANCES ARE BASED ON 15m BOGIE CENTRES AND 21,2m VEHICLE BODY LENGTH.
9. SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.

ANNEXURE 1
SHEET 2 of 5
AMENDMENT

VERTICAL CLEARANCES :
1 065mm TRACK GAUGE

CLEARANCES : PLATFORMS

PLATFORMS : TRACK GAUGE 1 065mm

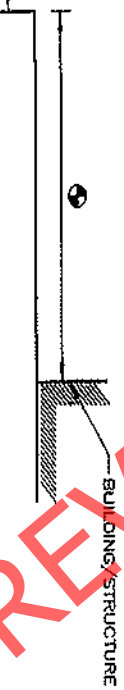


RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 760
140	1 580	1 700	890	810	1 720
170	1 550	1 660	890	810	1 690
200	1 530	1 630	890	820	1 670
250	1 520	1 600	890	820	1 640
300	1 520	1 580	890	830	1 620
350	1 520	1 560	890	830	1 600
400	1 520	1 550	880	840	1 590
500	1 520	1 540	880	850	1 580
600	1 520	1 530	870	850	1 570
800	1 520	1 520	860	860	1 560
1 200	1 520	1 520	860	860	1 550
2 000	1 520	1 520	860	860	1 540
3 000	1 520	1 520	860	860	1 530
STRAIGHT	1 520	1 520	860	860	1 520

- REMARKS:
1. NO CANT TO BE APPLIED EXCEPT WHEN THE GOODS PLATFORM IS ON A RUNNING LINE.
 2. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
 3. \odot 8m TO MAIN STATION-- BUILDINGS AND 3m TO ALL OTHER STRUCTURES.
 4. TOLERANCES : SEE CLAUSE 8.0.10.

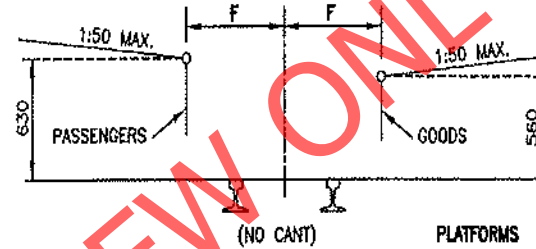
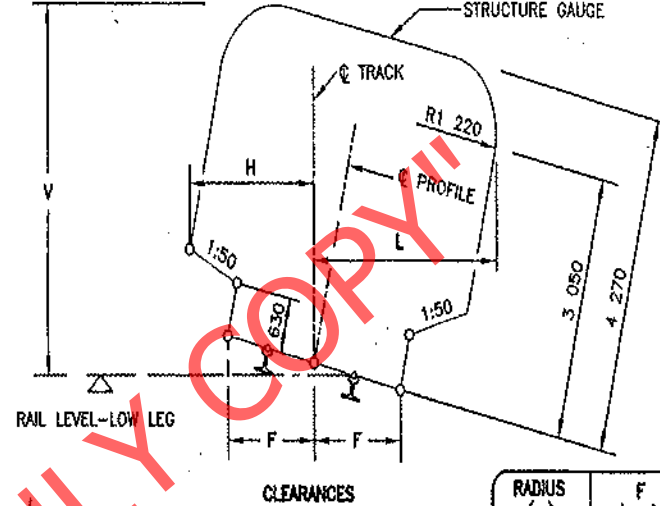
STRUCTURES ON PLATFORMS : 1 065mm AND 610mm TRACK GAUGE

EDGE OF PLATFORM



BE 97-01 SHEET 5 OF 5 DATE : JUNE 2000

RADIUS (m)	WITH CANT		NO CANT	V (mm)
	H (mm)	L (mm)	H & L (mm)	
50	2 370	2 490	2 400	4 320
70	2 310	2 420	2 330	4 310
100	2 260	2 370	2 280	4 310
140	2 220	2 340	2 250	4 310
200	2 200	2 300	2 220	4 300
300	2 180	2 270	2 200	4 300
600	2 180	2 230	2 190	4 290
700	2 170	2 200	2 180	4 270
1 000	2 170	2 170	2 170	4 270
>2 000	2 160	2 160	2 160	4 270



RADIUS (m)	F (mm)
50	1 550
60	1 510
80	1 460
100	1 430
120	1 410
140	1 390
170	1 380
200	1 370
250	1 360
300	1 350
600	1 330
1 000	1 320
>2 000	1 320
STRAIGHT	1 310

REMARKS:

- H IS THE MINIMUM HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
- L IS THE MINIMUM HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
- V IS THE MINIMUM VERTICAL CLEARANCE.
- FOR APPLICATION AT CURVES:
 - APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 2m BEYOND THE ENDS OF THE CIRCULAR CURVE.
 - REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 18m ALONG STRAIGHTS.
- INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
- ALSO REFER TO REMARKS 5, 6 AND 7 OF ANNEXURE 1 SHEET 2.
- CLEARANCES ARE BASED ON 9 700mm BOGIE CENTRES AND 13 700mm VEHICLE BODY LENGTH.
- SEE ANNEXURE 1 SHEET 3 FOR STRUCTURES ON PLATFORMS.

ANNEXURE 1
SHEET 5 OF 5
AMENDMENT

CLEARANCES : 610mm TRACK GAUGE

TRANSNET SOC LIMITED

(Registration no. 1990/000900//30)

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

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.
- 2. Definitions**
 - 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
 - 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
 - (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

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

3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
- (b) includes the use of explosives to perform construction work; or
- (c) includes the dismantling of fixed plant at a height greater than 3m, and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
- (a) includes excavation work deeper than 1m; or

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

5. **Health and Safety Programme**

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

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

- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed to between them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.
- 6. Fall Protection Plan**
- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;

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

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

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

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

-
-
- 1(a) Name and postal address of principal contractor:

- (b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____
- 3.(a) Name and postal address of client:

- (b) Name and tel no of client's contact person or agent:

- 4.(a) Name and postal address of designer(s) for the project:

- (b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).

6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____
10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site: _____

12. Planned number of contractors on the construction site accountable to the principle contractor:

13. Name(s) of contractors already chosen.

Principal Contractor

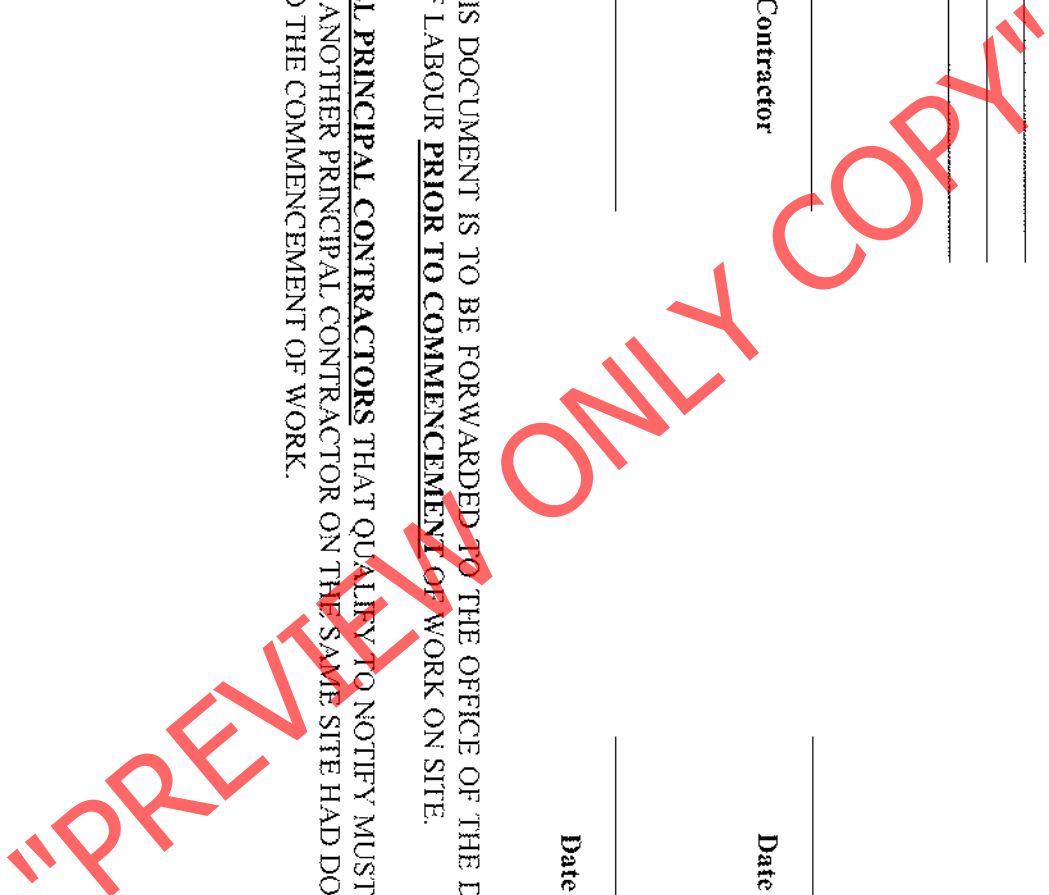
Date

Client

Date

* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.

* ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.



ANNEXURE 2

(COMPANY LETTER HEAD)

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

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In terms of _____ I, _____
representing the Employer) do hereby appoint _____

As the Competent Person on the premises at _____
(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows :-

Date : _____

Signature :- _____

Designation :- _____

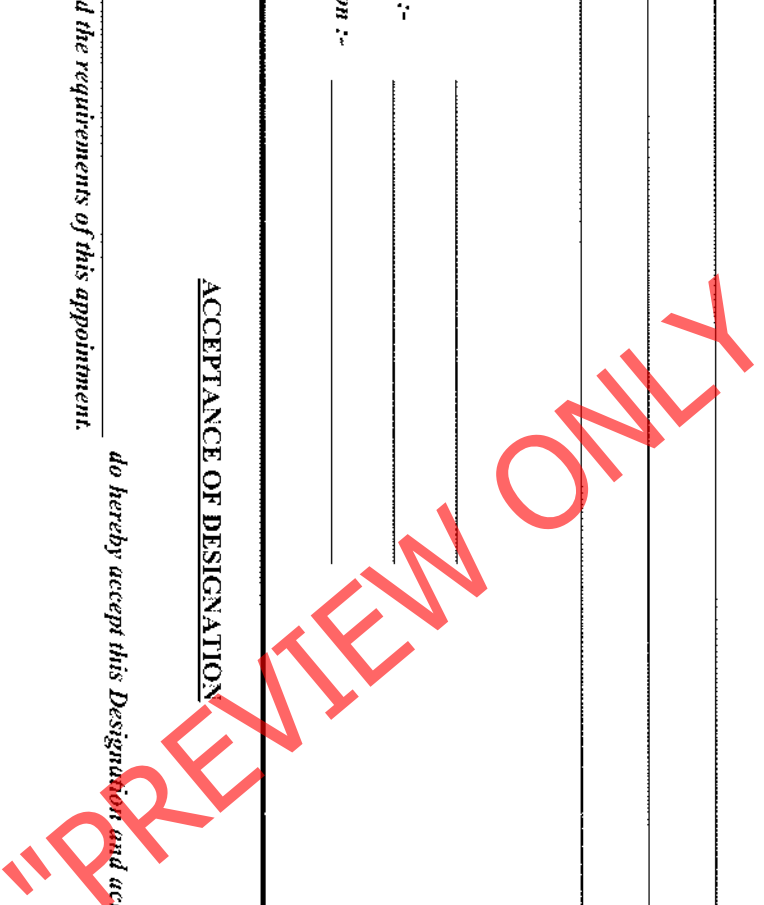
ACCEPTANCE OF DESIGNATION

I, _____ do hereby accept this Designation and acknowledge that I
understand the requirements of this appointment.

Date : _____

Signature :- _____

Designation :- _____



ANNEXURE 3**(COMPANY LETTER HEAD)****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :****DECLARATION**

In terms of the above Act I, _____ am personally assuming the duties and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1). I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

Signature :-

Date :

"PREVIEW ONLY COPY"

ANNEXURE 4

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

SITE ACCESS CERTIFICATE

Access to : _____ (Area)

Name of Contractor/Builder :- _____

Contract/Order No.: _____

The contract ~~works~~ site/area described above are made available to you for the carrying out of associated works

In terms of your contract/order with _____
(company)

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

Signed : _____
TECHNICAL OFFICER

Date : _____

ACKNOWLEDGEMENT OF RECEIPT

Name of Contractor/Builder :- _____ I,
do hereby acknowledge and accept the duties and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and Safety Act, Act 85 of 1993.

Name : _____ Designation : _____

Signature : _____ Date : _____