



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No BFX/52955

**FOR THE PROVISION OF : INSTALLATION OF CONCRETE CROSSING
BLOCKS ON LEVEL CROSSINGS WITHIN THE BETHLEHEM DEPOT
BOUNDARIES**

ISSUE DATE : 16 MAY 2014
CLOSING DATE : 10 JUNE 2014
CLOSING TIME : 10:00
**FORMAL BRIEFING : 23 MAY 2014 AT 10:00 - A COMPULSORY PRE
QUOTATION SITE MEETING AND/OR BRIEFING SESSION
WILL BE CONDUCTED AT THE BOARDROOM OF THE
DEPOT ENGINEER, RAIL NETWORK, NATHAN STREET,
BLOEMFONTEIN**

NOTE:

**TENDERS WITHOUT A VALID TENDER DOCUMENT IN THEIR POSSESSION WILL NOT
BE ALLOWED TO ATTEND THIS CLARIFICATION MEETING SITE INSPECTIONS.
TENDERS SHALL BE RESPONSIBLE FOR THEIR OWN TRAVEL ARRANGEMENTS AND
COST REGARDING THE SITE MEETING AND SITE INSPECTIONS.**

**RFQ DOCUMENTS MAY BE OBTAINED ON AND AFTER FRIDAY , 16 MAY 2014 AT TRANSNET
FREIGHT RAIL, SUPPLY CHAIN SERVICES, ROOM 102, 1ST FLOOR, TRANSNET ENGINEERING
ADMIN BUILDING, TRANSNET ROAD, BLOEMFONTEIN**

**LAST DATE OF ISSUE - RFQ BFX/52955 WILL ONLY BE ISSUED UNTIL 15:00 ON FRIDAY
23 MAY 2014**

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

Section 1
NOTICE TO BIDDERS

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

METHOD: Courier or By hand

CLOSING VENUE: The Secretariat
Acquisition Council
Admin Support Office
Tender Box
Office No. 2
Real Estate Management Building
Austen Street, Beaconsfield
Kimberley (Contact person: Maggie Pain, Tel. 033-838 3341)

1 RESPONSES TO RFQ

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

2 BROAD-BASED BLACK ECONOMIC EMPOWERMENT [B-BBEE]

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

2.1 B-BBEE Scorecard and Rating

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

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

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

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

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

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

- (b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
- Rating based on any four of the elements of the B-BBEE scorecard
- (c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

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

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

Transnet will accordingly allocate a maximum of **20 [twenty] points** to the Respondent's final score based on an entity's B-BBEE scorecard rating.

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

[Refer clause 18 below for Returnable Documents required]

3 COMMUNICATION

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Gideon Joubert
Email: Gideon.Joubert@Transnet.net

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Supply Chain Services, Admin Support on any matter relating to its RFQ response:

Telephone 053 838 3341
Email Maggie.Pain@Transnet.net

4 TAX CLEARANCE

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

5 VAT REGISTRATION

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

6 LEGAL COMPLIANCE

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

7 CHANGES TO QUOTATIONS

Changes by the Respondent to its submission will not be considered after the closing date and time.

8 PRICING

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

9 PRICES SUBJECT TO CONFIRMATION

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

10 NEGOTIATIONS

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

11 BINDING OFFER

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

12 DISCLAIMERS

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

- modify the RFQ's goods / service(s) and request Respondents to 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

Stage 1

Prequalification criteria CIDB Level 1GB or higher

(Stage one must be passed to progress to stage two)

Stage two

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

- **Administrative responsiveness** - Completeness of response and returnable documents
- **Substantive responsiveness** – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given
- Weighted evaluation based on 80/20 preference point system as indicated in paragraph 2 above :
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional 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:

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

14 VALIDITY PERIOD

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.

This RFQ is valid until _____.

15 BANKING DETAILS

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

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:

Returnable Document	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EME] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 2 : Quotation Form	
SECTION 3 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified 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]	

Respondent's Signature

Date & Company Stamp

Returnable Documents	Submitted [Yes or No]
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- Specification for the installation of concrete crossing blocks on level crossings within the Bethlehem Depot Boundaries	
- Annexure A – List of level crossings to be installed on LB44, LB46, LB47 and LB50	
- Annexure B – Place level crossing blocks	
- Proof of CIDB grading	

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

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

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

**Section 2
QUOTATION FORM**

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

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

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [Section 3 hereof]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

Price Schedule

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

Item	Description	Unit	Qty	Rate	Amount EXCL VAT
1	The removing of old surface material, opening up of crossing and installation of level crossing blocks: (unit: lump sum per level crossing - quantities as per Annexure A)				
LB44-1	Modderpoort – Clocolan at 136.084km	1	1	Sum	R.....
LB44-2	Modderpoort – Clocolan at 141.500km	1	1	Sum	R.....
LB44-3	Modderpoort – Clocolan at 144.093km	1	1	Sum	R.....
LB44-4	Modderpoort – Clocolan at 150.440km	1	1	Sum	R.....
LB44-5	Modderpoort – Clocolan at 151.028km	1	1	Sum	R.....
LB44-6	Modderpoort – Clocolan at 154.876km	1	1	Sum	R.....
LB44-7	Modderpoort – Clocolan at 155.460km	1	1	Sum	R.....
LB44-8	Modderpoort – Clocolan at 159.952km	1	1	Sum	R.....
LB44-9	Modderpoort – Ficksburg at 192.8km	1	1	Sum	R.....
LB44-10	Modderpoort – Kilmarnock at 136.939km	1	1	Sum	R.....

Respondent's Signature

Date & Company Stamp

LB44-11	Kilmarnock – Eerstekamp at 156.897km	1	1	Sum	R.....
LB44-12	Eerstekamp – Clocolan at 160.798km	1	1	Sum	R.....
LB44-13	Eerstekamp – Clocolan at 162.300km	2	2	Sum	R.....
LB50-1	Reitz – Bolivia at 160.520km	1	1	Sum	R.....
LB50-2	Heuweltop – Reitz at 157.022km	1	1	Sum	R.....
LB50-3	Marsala – Tweeling at 120.096km	1	1	Sum	R.....
LB46-1	Middel – Marquard at 86.566km	1	1	Sum	R.....
LB46-2	Bobbert – Libertas at 22.641km	1	1	Sum	R.....
LB46-3	Bobbert – Libertas at 20.365km	1	1	Sum	R.....
Total(Excl. VAT)					R.....

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

 Respondent's Signature

 Date & Company Stamp

Section 3
VENDOR APPLICATION FORM

"PREVIEW COPY ONLY"

.....
Respondent's Signature

.....
Date & Company Stamp



Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

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

NB:

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

IMPORTANT NOTES:

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

Regards,

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



Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		>R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
%Black Ownership	% Black women ownership		% Disabled person/s ownership				
Does your company have a BEE certificate		Yes		No			
What is your broad based BEE status (level 1 to 9 / Unknown)							
How many personnel does the firm employ		Permanent		Part time			
Transnet Contact Person							
Contact number							
Transnet operating division							
Duly Authorised To Sign For And On Behalf Of Firm / Organisation							
Name				Designation			
Signature				Date			
Stamp And Signature Of Commissioner Of Oath							
Name				Date			
Signature				Telephone No.			

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

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

Respondent's Signature

Date & Company Stamp

Section 4

BREACH OF LAW FORM

NAME OF ENTITY: _____

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:

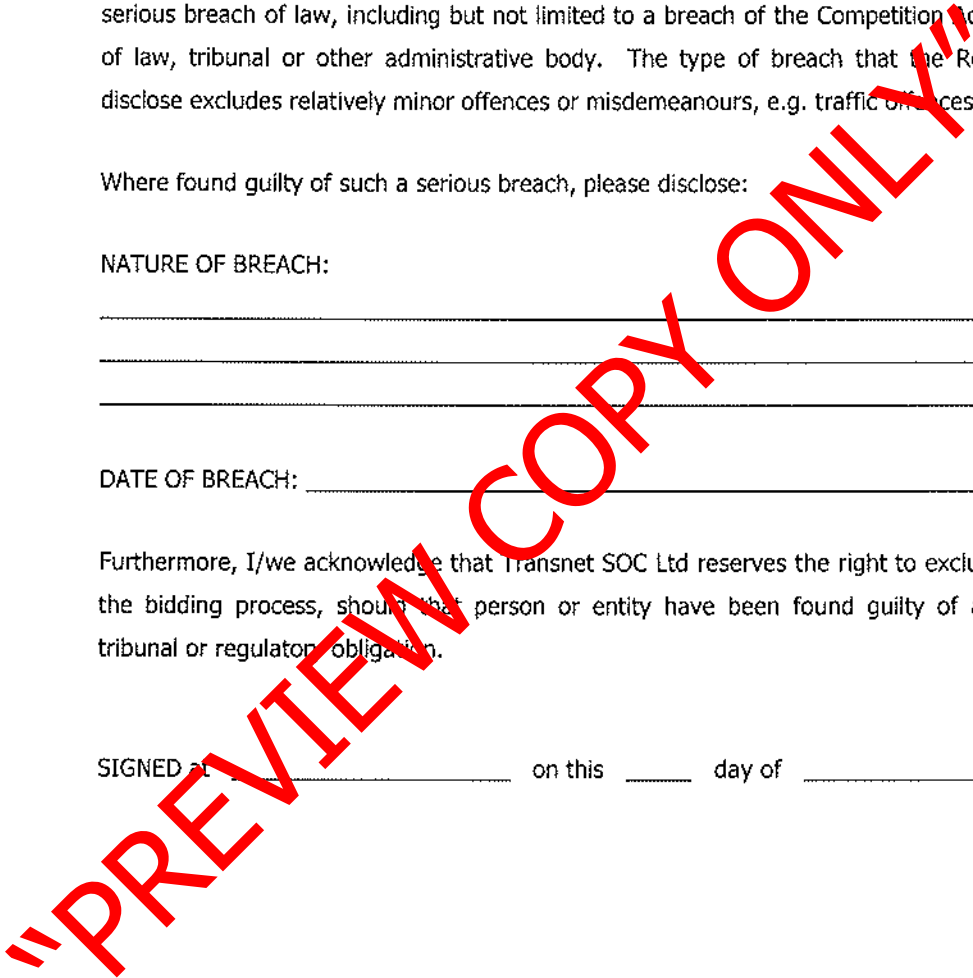
DATE OF BREACH: _____

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 regulator obligation.

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT



Section 5

SUPPLIER CODE OF CONDUCT

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

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

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

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

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

a) *Transnet will not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.*

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

b) *Transnet is firmly committed to the ideas of free and competitive enterprise.*

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

c) *Transnet's relationship with Suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*

- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
 - collusion;
 - failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
 - corrupt activities listed above; and
 - harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of interest

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

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

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

SPECIFICATION FOR THE INSTALLATION OF CONCRETE CROSSING BLOCKS ON LEVEL CROSSINGS WITHIN THE BETHLEHEM DEPOT BOUNDARIES

1. SCOPE OF WORK

This contract consists of the installation of concrete crossing blocks on level crossings on: Single lines between:

Modderpoort to Cocolan / Tweeling to Reitz and Libertas to Marquard at various locations (total off twenty level crossings) see **Annexure A**

2. DESCRIPTION OF WORK

- a) Remove existing road surface material and open crossing to formation level. Surface material mostly consists out of wooden sleepers and ballast as well as 3 x tarred and 3 x gravel crossings.
- b) Ballast must be hand screened (According to the E10/3 of 1996 – Cleaning ballast by hand.) and replaced, profiled and tamped to the required A standard. Where there is a shortfall of ballast stone, additional ballast stone must be collected along the track in such a manner as to not disturb the ballast formation
Also see: Manual for Track Maintenance 2000 Chapter 7 clause 7.1.
- c) The existing crossing sleepers must be replaced with new P2 concrete sleepers (according the number of indicated on **Annexure A**) and replaced to 650mm centres.
New sleepers must be installed squarely to track and fastened using new fastenings.
The rails, sleepers and rail pads are to be cleaned of any foreign materials before fastening.
Ballast to be boxed in and shovel packed to "A" standard
- d) Place level crossing blocks according to the **Annexure B**.
Second hand sleepers to be placed upside down on edge of crossing blocks to form kerb slab between roadway and railway crossing.
The gradient between road surface and crossing material must be smooth with no protruding edges.

3. DESCRIPTION OF THE PROCESS

Transnet Freight Rail will provide a Track Master to be on site, who will be responsible for all train traffic arrangements with TFR Train Control.

The TFR Track Master will arrange the occupation and make sure that the work site complies with TFR safety regulations.

The contractor will provide trained and competent Flagmen.

The contractor will provide a trained and competent Track Master who will be in charge of his team when upgrading the level crossing.

The contractor must remove all existing surface material and open the old crossing. There are 3 tarred crossings. Extra care must be taken when removing the tarred surface in such a manner as to not damage the existing tar surface of the road, in order to achieve this, the tarred road surface must be cut with a disc cutter beforehand in order to create a clean edge.

All the existing sleepers must then be replaced with new P2 concrete sleepers and fastenings at 650mm centres (to suite the supplied crossing block type) and hand screen the ballast as per E10/3 – 1996. The existing rail seat, sleepers and fastenings must be cleaned from all foreign materials before fastening.

After screening of the ballast it must be replaced, profiled and tamped to the required A standard. Where there is a shortfall of ballast stone, additional ballast stone must be collected along the track in such a manner as to not disturb the existing ballast formation.

All crossing blocks and second-hand concrete sleepers to be used as kerb slabs must be placed upside down in position according to **Annexure B**. The top level of crossing blocks to be level with top of rail as well as top of kerb slab (second-hand sleepers) and road surface. After completion there must be no protruding edges that can be harmful or pose a danger to train and road traffic.

Further it will be the responsibility of the contractor to:

Transport all level crossing blocks, kerb slabs (second-hand sleepers), P2 concrete sleepers and fastenings from the TFR Infra Depots or stations as indicated on **Annexure A**, where it will be stacked, to the work site.

Remove any released / scrap material from the work site and transport it to the nearest TFR Infra depot or station as instructed by the Technical Officer or his deputy.

4. THE SITE

The site is the level crossings on the single line sections: **Modderpoort – Ficksburg** (all level crossing material are wooden sleepers), **Reitz – Tweeling** (2 x tar and 1 x gravel crossing) and **Bobbert – Marquard** (1 x tar and 2 x gravel crossings).

Sixteen of the crossings are private level crossings, mainly serving the farming community with the remaining four being public level crossings serving the general public.

Private level crossings are located in remote areas and access to some might be a problem, permission to cross private land must therefore be obtain beforehand. Track Inspector Paul van Staden (083 280 2290) can be contacted to assist in this regard.

Transnet land will be made available for a construction site, if needed.

This site must comply with Local Authorities requirements.

A Transnet Freight Rail Track Inspector will visit this site on a regular basis to ensure that the facilities used are in a clean and acceptable condition.

For a detailed list of all level crossings see: **Annexure A**

5. TO BE SUPPLIED BY TRANSNET FREIGHT RAIL

- a) All material necessary for each level crossing.
Level crossing blocks, second-hand sleepers for kerb slabs, new P2 concrete sleepers and fastenings.
(All material to be picked up from storing / stacking site as indicated on **Annexure A**)
- b) A Track Master for train control purposes.

6. TO BE SUPPLIED BY THE CONTRACTOR

- a) The contractor must supply all labour, trained, certified and competent to perform all relevant tasks successfully and to the required standard. This is especially relevant for Track Master and Flagmen.
- b) Transport for own labour and transport of materials.
- c) Accommodation for own labour
- d) Reliable vehicles, tools and equipment needed for the loading, transport of and off-loading of materials and replacement / installation of all level crossing materials as described in this specification.
- e) The contractor will supply a site diary and site instruction book (all of these to be in triplicate A4 format). These books are to be completed daily.

7. PROGRAM FOR THE EXECUTION OF THE WORK

Work will be performed during an "**Occupations between trains**" - **OBT**.

Working hours (on site) is from 08:30 till 15:00. That is a total of 6½ hours. (Travelling time excluded.)

One day per level crossing will be allowed, a maximum of twenty five (25) working days from the start of the contract, this will exclude the transport of material to site.

Expected start date to be the..... and finishing date to be not later than the

The contractor may finish the work earlier if he so wishes, as long as he stays within the working hours.

It will be expected from the successful Tenderer to perform the work according to a work program which must be provided to Transnet Freight Rail within 5 working days after awarding of contract in order to arrange occupations. The program must make provision for collection and transport of material to site as well as the installation thereof.

(Occupations must be arranged 21 days in advance of the occupation start date).

8. PENALTIES

Three penalties will be imposed:

8.1 Completion after 25 working days:

For late completion of the total works a penalty of R 1000 per day shall be imposed on the contractor.

8.2 Damage to level crossing blocks:

A penalty of R 500,00 per block will be imposed for each block, which is damage beyond use.

8.3 Damage to sleepers:

A penalty of R 500,00 per sleeper will be imposed for each sleeper, which is damage beyond use.

9. RESPONSIBILITIES

9.1 The Track Master will be responsible for:

- a) Management of occupations: Communicating with Operating / Oversee safe passage of trains.
- b) Speed restrictions (if required)
- c) The daily use of the site instruction book and site diary book;
- d) Completion of SAP 02 releasement forms for released or scrapped material.

9.2 The contractor will be responsible for:

- a) All the works as stated in this specification
- b) Daily recording in the site diary of all materials received, transported, removed from track, installed in track and transported to Infra Depots as well as recording of daily weather or any other conditions that may have an influence on productivity
- c) The quality of the works to be performed to comply with Transnet Freight Rail standards
- d) The safe keeping of all TFR materials under his control
- e) His own personnel, transport and equipment

10. SAFETY

The safety of the public, and the Contractor's own staff shall be the primary responsibility of the Contractor. The Contractor will therefore ensure that a competent supervisor will oversee the safe running and completion of the works and related activities.

The person in charge of the occupation (taking occupations, placing flagmen, declaring the track safe for the passage of trains, canceling the occupation and recalling the flagmen, communication with train traffic control with regards to occupation matters as well as the issue and control of detonators) on the work site, will be a competent Transnet Freight Rail employee reporting to the Depot Engineering Manager.

The contractor will provide all protection required for the safe working of his personnel and safe passage of trains. This protection will be in the form of the sentinel which must warn the workers with an audible sound device of the approach of a train and which must ensure that all workers and equipment is cleared for safe passage of trains.

During and after completion of each day's work, the Contractor will make sure that all work is completed to ensure the safety of the track for the safe passage of trains. In the event that this is not possible, the contractor will inform the responsible Transnet Freight Rail representative who will make the necessary arrangements to complete the work. All costs involved to complete the works will be for the Contractors account.

The Contractor shall further ascertain himself of any other safety and/or security regulations which may be applicable to the area in which the work is undertaken and shall comply with such regulations at all times including all the safety clause of Act 85 of 1993 as applicable to the type of work being performed.

The Contractor will issue all workers employed by him with the necessary protective clothing applicable to the type of work being performed. These are to be worn at all times while on site.

It is further required from the Contractor to submit to the Engineer a Safety Plan and Risk Assessment covering all the aspects of safety on site and safe working methods within 1 calendar week of receiving his letter of appointment.

The contractor will also be responsible to provide the necessary firefighting equipment to prevent fires, which may be started by welding or grinding work.

The Contractor is reminded that working adjacent to railway lines is hazardous and has to be treated as such.

A speed restriction of 15km/h will be imposed across the work site.

All equipment to prevent/fight a veldt fire on the work site must be provided by the Contractor.

11. INSURANCE OF WORKS

The Contractor shall take every precaution to protect the Works against damage of any kind and not to cause damage to property or injury to any person as a result of his execution of the works.

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

Transnet Freight Rail accepts no responsibility for any veldt fires during the execution of the work as stated in the contract.

Transnet will arrange insurance for public liability.

12. TEMPORARY CAMPS

Transnet Freight Rail shall not supply any accommodation facilities, the contractor therefore have to make his own arrangements, the cost there off to be included in his tendered rates.

13. FINAL INSPECTION OF THE WORK

A final inspection of the work will be done within seven working days after the Contractor has notified the Manager in charge of the contract in writing that the work has been completed. If the work is found to be satisfactory and Transnet Freight Rail land is left in the same condition as found, a Certificate of Completion will be issued and the Contract will be considered completed.

14. MEASUREMENT AND PAYMENT

The measurement and payment will be affected as follows:

1. Lump sum payment per level crossing:

For payment purposes the unit for measurement for lump sum payment per level crossing will include:

- Transport of all materials to site
- Removing of existing level crossing material / opening of level crossing
- Removing of existing sleepers
- Screening of ballast
- Installing of new concrete sleepers and fastenings
- Tamping of track
- Installing of crossing block
- Installing of kerb slabs (second-hand sleepers)
- Levelling of crossing blocks and kerb slabs with top of rail and road surface
- Removal/transport of all released / scrap materials from site

Each level crossing must be priced separately on Schedule of Quantities as quantities per level crossing differs, refer to **Annexure A** for Level crossing quantities.

No payment will be made for site establishment as well as for preliminaries and general as these costs must be included in the tendered rates.

Payment will be made within thirty days (30) after certification of the Certificate of Completion.

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Annexure A

List of level crossing blocks to be installed on LB44, LB46, LB47 and LB50

Contract Item no.	Line Code	Location	Kilometre km	Existing material	Public / Private	No off lev x-ings	Lev X-ing blocks	To pickup at	Sleepers	Type	To pickup at	Fastenings pickup at	PM Order
LB44-1	LB44	Modderpoort - Clocolan	136.084	Wooden sleepers	Private	1	32	Clocolan	10	P2	Clocolan	Arlington	202116924
									4	SH	BHM Signal Cabin	Arlington	
LB44-2	LB44	Modderpoort - Clocolan	141.5	Wooden sleepers	Private	1	32	Clocolan	10	P2	Clocolan	Arlington	202116924
									4	SH	BHM Signal Cabin	Arlington	
LB44-3	LB44	Modderpoort - Clocolan	144.093	Wooden sleepers	Private	1	32	Clocolan	10	P2	Clocolan	Arlington	202116924
									4	SH	BHM Signal Cabin	Arlington	
LB44-4	LB44	Modderpoort - Clocolan	150.44	Wooden sleepers	Private	1	32	Clocolan	10	P2	Clocolan	Arlington	202116924
									4	SH	BHM Signal Cabin	Arlington	
LB44-5	LB44	Modderpoort - Clocolan	151.028	Wooden sleepers	Private	1	32	Clocolan	10	P2	Clocolan	Arlington	202116924
									4	SH	BHM Signal Cabin	Arlington	
LB44-6	LB44	Modderpoort - Clocolan	154.876	Wooden sleepers	Private	1	32	Clocolan	10	P2	Clocolan	Arlington	202116924
									4	SH	BHM Signal Cabin	Arlington	
LB44-7	LB44	Modderpoort - Clocolan	155.46	Wooden sleepers	Private	1	32	Clocolan	10	P2	Clocolan	Arlington	202116924
									4	SH	BHM Signal Cabin	Arlington	
LB44-8	LB44	Modderpoort - Clocolan	159.952	Wooden sleepers	Private	1	32	Clocolan	10	P2	Clocolan	Arlington	202116924
									4	SH	BHM Signal Cabin	Arlington	
LB44-9	LB44	Clocolan - Ficksburg	192.8	Concrete blocks	Private	1	32	Clocolan	0	-	-	-	202116924
									4	SH	BHM Signal Cabin	Arlington	
LB44-10	LB44	Modderpoort - Kilmarnock	136.939	Wooden sleepers	Private	1	40	Arlington	12	P2	Clocolan	Arlington	201938977
									6	SH	BHM Signal Cabin	Arlington	
LB44-11	LB44	Kilmarnock - Eerstekamp	156.897	Wooden sleepers	Private	1	40	Arlington	12	P2	Clocolan	Arlington	201938977
									6	SH	BHM Signal Cabin	Arlington	
LB44-12	LB44	Eerstekamp - Clocolan	160.738	Wooden sleepers	Private	1	40	Arlington	12	P2	Rooiwal	Arlington	201938977
									6	SH	BHM Signal Cabin	Arlington	
LB44-13	LB44	Eerstekamp - Clocolan	162.3	Wooden sleepers	Private	2	88	Arlington	36	P2	Clocolan	Arlington	201938977
						Double			16	SH	BHM Signal Cabin	Arlington	
LB50-1	LB50	Reitz - Bolivia	160.52	Tar	Public	1	88	Arlington	28	P2	BHMCX	Arlington	201935830
									14	SH	BHM Signal Cabin	Arlington	
LB50-2	LB50	Heuweltop - Reitz	157.022	Tar	Public	1	88	Arlington	28	P2	BHMCX	Arlington	201935830
									14	SH	BHM Signal Cabin	Arlington	
LB50-3	LB50	Marsala - Tweeling	120.096	Gravel	Public	1	24	Arlington	8	P2	BHMCX	Arlington	201935830
									4	SH	BHM Signal Cabin	Arlington	
LB46-1	LB46	Middel - Marquard	86.066	Gravel	Private	1	24	Arlington	6	P2	On site	Arlington	201938782
									4	SH	BHM Signal Cabin	Arlington	
LB46-2	LB46	Bobbert - Libertas	22.641	Tar	Public	1	72	Arlington	24	P2	Arlington	Arlington	201938782
									12	SH	BHM Signal Cabin	Arlington	
LB46-3	LB46	Bobbert - Libertas	20.365	Gravel	Private	1	36	Arlington	10	P2	Arlington	Arlington	201938782
									6	SH	BHM Signal Cabin	Arlington	

TOTALS:

20	828
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256	P2
-----	----

124	SH
-----	----

Annexure A

Annexure B

"PREVIEW COPY ONLY"

Architectural drawings including floor plans, elevations, and sections. The drawings are labeled with various details and dimensions. A large red watermark is overlaid across the center of the page.

Architectural drawings including floor plans, elevations, and sections. The drawings are labeled with various details and dimensions. A large red watermark is overlaid across the center of the page.

NO.	DESCRIPTION	DATE	STATUS
1	PROVISIONAL		
2	PROVISIONAL		
3	PROVISIONAL		
4	PROVISIONAL		
5	PROVISIONAL		
6	PROVISIONAL		
7	PROVISIONAL		
8	PROVISIONAL		
9	PROVISIONAL		
10	PROVISIONAL		

NOTICE: ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.

PROVISIONAL / PROVISIONAL / PROVISIONAL

PROVISIONAL / PROVISIONAL / PROVISIONAL

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 the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedure, before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

- 6.1.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
 - (b) the procedures and methods to address all the identified risks per location;
 - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
 - (d) the training of employees working from elevated positions; and
 - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.

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

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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: _____

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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.

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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 : _____

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ANNEXURE 4

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

SITE ACCESS CERTIFICATE

Access to : _____ (Area)
Name of Contractor/Builder :- _____
Contract/Order No.: _____

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

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

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

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

Signed : _____ **Date :** _____
TECHNICAL OFFICER

ACKNOWLEDGEMENT OF RECEIPT

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

Name : _____ **Designation :** _____

Signature : _____ **Date :** _____