



RFQ / TENDER

Tender No: CRAC-13478

Vendor No: 11001386

BOARD LIST
BOARD LIST
TRANSNET FREIGHT RAIL
PROCUREMENT DEPARTMENT
2000

Purchaser : Tshiamo Motitswe
Telephone : 011 584 0606
Fax Number:

Please quote reference:
K63/6000600682

Deliver to:
TFR Head Office
Supply Chain Services
2000 Johannesburg

CLOSING DATE : 25.03.2014
Validity Date : 13.06.2014
RFQ No : 6000600682

PAINTING OF 100 SIGNALS BETWEEN IJD AND KATBOSFONTEIN.

BRIEFING SESSION VENUE: NO. 1 ANVIL ROAD ISANDO DEPOT, 6TH FLOOR BOARDROOM.

BRIEFING SESSION DATE: 29 MARCH 2014 @ 10:00

WE WILL THEN PROCEED TO MARIESHOOOP STATION FOR A COMPULSORY SITE VISIT.

PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING AND ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE (COMPULSORY)

THE RFQ DOCUMENTS ARE OBTAINABLE FROM THE OFFICE OF TRANSNET FREIGHT RAIL, TENDER ADVISE CENTRE, GROUND FLOOR, INYANDA HOUSE 1, WELLINGTON ROAD, PARKTOWN, DURING OFFICE HOURS 08:00 TO 15:00 AND THE TENDER DOCUMENT IS FOR FREE.

QUOTATIONS MAYBE EMAILED OR FAXED TO : (011) 774-9129

FOR ANY TECHNICAL ENQUIRIES WITH REGARD TO THIS RFQ YOU CAN CONTACT :MR

JERRY ZITHA 011 570 7163/083 4600 559

1.1 QUOTATION/S MUST BE SUBMITTED PUNCTUALLY AT 10:00 ON OR BEFORE CLOSING DATE AND LATE QUOTATIONS WILL NOT BE CONSIDERED.

1.2 IF POSTED:

21 WELLINGTON ROAD
INYANDA HOUSE 1
PARKTOWN
2193

DATE: SIGNATURE OF TENDERER(S):

CONTACT PERSON: TEL No:

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1.3 ,IF DELIVERED BY HAND:

TRANSNET FREIGHT RAIL-SUPPLY CHAIN SERVICES
21 WELLINGTON ROAD
INYANDA HOUSE 1
PARKTOWN

2. CONDITIONS:

2.2 ANY PURCHASE ORDER PLACED AS A RESULT OF YOUR QUOTATION WILL BE SUBJECT TO THE STANDARD TERMS AND CONDITIONS OF CONTRACT, FORM US7, (LATEST), GENERAL TENDER CONDITIONS, FORM CSS (LATEST) AND CONDITIONS MENTIONED HEREIN.

2.3 TENDERERS MAY OFFER AN EARLIER VALIDITY DATE, BUT THEIR QUOTATION MAY, IN THAT EVENT, BE DISREGARDED FOR THIS REASON.

2.4 TENDERERS ARE REQUIRED TO OFFER ONLY FIRM PRICES. PRICES SUBJECT TO REVIEW IN TERMS OF CLAUSE 32 OF FORM US7 WILL ONLY BE CONSIDERED SHOULD THE DELIVERY PERIOD REQUIRED EXCEED 6 MONTHS.

2.5 BEST DELIVERY TIME MUST BE OFFERED.

2.6 DISCOUNT (TRADE DISCOUNT) CASH DISCOUNT (CASH TONNE) DISCOUNT) VALUE VALUE ADDED TAX (VAT) MUST BE SHOWN SEPARATELY.

2.7 TRANSNET RESERVES THE RIGHT TO NEGOTIATE PRICES AND COMMERCIAL ASPECTS AFTER THE CLOSING DATE OF THE QUOTATION.

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2.8 DIRECT DELIVERY INTIMATES DELIVERY BEING EFFECTED INTO THE WAREHOUSE OR THE ACTUAL POINT OF SUPPLY AND SHOULD THEREFORE INCLUDE ANY TRANSPORTATION MODE DEEMED NECESSARY IN EXECUTING THIS METHOD OF DELIVERY BASIS IN ORDER TO MEET THE REQUIRED DELIVERY DATE.

TAX CLEARANCE CERTIFICATES:

The Regulations in terms of the Public Finance Management Act, 1999: Framework for Supply Chain Management as published in Government Gazette No. 25767 dated 5 December 2003, Clause 9 (1) (d), stipulates that the accounting officer or accounting authority of an institution to which these regulations apply must reject any bid from a supplier who fails to provide written proof from the South African Revenue that the supplier either has no outstanding tax obligations or has made arrangements to meet outstanding tax obligations. Tenderers will be disqualified if a valid tax clearance certificate or written proof from the South African Revenue Service that supplier has made arrangements to meet outstanding tax obligations is not submitted with the tender.

COMPANY DETAILS:

NAME OF COMPANY: _____
CONTACT PERSON: _____
TEL. NO. _____ FAX NO: _____
REG. NO. _____

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

Transnet fully endorses and supports the Government's Broad Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African Business Enterprises have an equal obligation to redress the imbalances of the past. Transnet will therefore prefer to do business with local business enterprises who share these same values. Transnet will endeavour to do business with local business enterprises that possess a BBBEE "recognition level" of at least a level 5. Transnet urges Tenderers (large enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies available, who do their BBBEE ratings in accordance with the latest Codes (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies) - "List of Full Members" as displayed on the ABVA website (www.abva.co.za). Although no agencies have, as yet, been accredited by SANAS (SA National Accreditation System), Transnet will, in the interim, accept rating certificates of tenderers who have been verified by any of the listed agencies.

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

1. Large Enterprises (i.e. annual turnover >R35million:
" Rating level based on all seven elements of the BBBEE scorecard.
2. Qualifying Small Enterprises - (QSE) (i.e. annual turnover >R5million but <R35million:
" Rating based on any four elements of the BBBEE scorecard.

NB:

3. Emerging Micro Enterprises - (EME) (i.e. annual turnover <R5m) are exempted from being rated/verified:
" Automatic rating of Level 4 BBBEE irrespective of race of ownership, i.e. 100% BBBEE recognition
" Black ownership >50% or Black Women ownership >30% automatically qualifies as Level 3 BBBEE, i.e. 110% BBBEE recognition
" EME's should provide certified documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% from the EME's Auditor/Accounting Officer.

4. In addition to the above, Tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their tenders the percentage of the total contract value that will be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or sub-contractor/s, as well as a breakdown of

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the distribution of the aforementioned percentage must also be furnished

In view of the high emphasis which Transnet places on Broad-based Black Economic Empowerment, Transnet will allow certain preference points for BBBEE in the evaluation of all responses. Depending upon the value of the ensuing business award (i.e. below or in excess of R2m), the 80/20 or 90/10 point preference systems will be utilized where BBBEE will count out of 20 or 10 respectively in the evaluation process.

EACH RESPONDENT IS REQUIRED TO FURNISH PROOF OF THE ABOVE TO TRANSNET. FAILURE TO DO SO WILL RESULT IN A SCORE OF ZERO BEING ALLOCATED FOR BBBEE.

Turnover: Kindly indicate your company's annual turnover for the past year R_____

- " If annual turnover <R5m, please attach certified confirmation from your Auditor/Accounting Officer.
- " If annual turnover >R5m please attach original or certified copy of accreditation certificate and detailed scorecard by an ABVA accreditation agency (registered as a "Full Member")

PAYMENT TERMS

The following payment terms will apply as from 1 October 2008.

- " All suppliers will be paid 30 days from receipt of month end statement, i.e. payment term F055.

CONDITIONS:

This quotation is subject to the provisions of the Standard Terms and Conditions of Contract, Form US7, (Latest) and the General Tender Conditions, Form CSS5 (Latest) and any other standard or special conditions mentioned and/or embodied in the quotation request.

Pre-qualification criteria Compliance to specification

Commercial (Scoring matrix)

Competative pricing

Returnable documents

Letter of good standing

B-BBEE (Scoring matrix)

B-BBEE certificate and scorecard

SCHEDULE OF REQUIREMENTS

PRICES TENDERED ARE TO BE "DIRECT" AND EXCLUDE VAT.

IN THIS REGARD THE TENDERER'S ATTENTION IS DIRECTED TO PARAGRAPH 16 OF FORM CSS5 (LATEST).

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TRANSNET INSISTS ON HONESTY AND INTEGRITY BEYOND REPROACH AT ALL TIMES AND WILL NOT TOLERATE ANY FORM OF IMPROPER INFLUENCING, BRIBERY, CORRUPTION, FRAUD, OR ANY OTHER UNETHICAL CONDUCT ON THE PART OF BIDDERS/ TRANSNET EMPLOYEES. IF, IN THE OPINION OF TRANSNET'S CHIEF OPERATING OFFICER, A TENDERER / CONTRACTOR / SUPPLIER HAS OR HAS CAUSED TO BE PROMISED, OFFERED OR GIVEN TO ANY TRANSNET EMPLOYEE, ANY BRIBE, COMMISSION, GIFT, LOAN, ADVANTAGE OR OTHER CONSIDERATION, TRANSNET SHALL BE ENTITLED TO REVOKE THE TENDER / CONTRACT BY FOLLOWING ITS INTERNAL POLICIES THAT GOVERN THE EXCLUSION PROCESS. IN SUCH AN EVENT TRANSNET WILL BE ENTITLED TO PLACE ANY TENDERER / CONTRACTOR / SUPPLIER WHO HAS CONTRAVENED THE PROVISIONS OF TRANSNET'S BUSINESS ETHICS ON ITS LIST OF EXCLUDED TENDERERS. THIS LIST WILL ALSO BE DISTRIBUTED TO ALL OTHER STATE OWNED ENTERPRISES AND GOVERNMENT DEPARTMENTS.

TRANSNET INVITES ITS VALUED SUPPLIERS TO REPORT ANY ALLEGATIONS OF FRAUD/CORRUPTION OR OTHER UNETHICAL ACTIVITIES TO TRANSNET TIP-OFFS ANONYMOUS, AT ANY OF THE FOLLOWING ADDRESSES / CONTACT NUMBERS:-

TOLL-FREE ANONYMOUS HOTLINE - 0800 003 056
EMAIL - Transnet@tip-offs.com
FAX NUMBER - 0800 007 788
FREEPOST DN 298, UMHLANGA ROCKS, 4320

CONFIDENTIALITY IS GUARANTEED

Item	Qty	Material	Description
00010	1	PAINTING OF SIGNALS	R..... Each

Delivery Date: 31.03.2014

FULL DETAILS OF DESCRIPTION

"PREVIEW COPY ONLY"

DATE:

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3. ADDITIONAL INFORMATION REQUIRED: (WHERE APPLICABLE)

3.1 THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED:

- (A) DISCOUNT:
- (B) SETTLEMENT DISCOUNT:.....
- (C) PRICE/S FIRM:
- (D) PRICE/S FIRM UNTIL THEREAFTER SUBJECT TO REVIEW.
- (E) PRICE/S NOT FIRM:
- (F) SABS MARK:
- (G) SABS PERMIT NO:
- (H) BRAND/MAKE/TYPE:
- (I) FULL NAME AND ADDRESS OF MANUFACTURER:.....
.....
.....

(J) FULL NAME AND ADDRESS OF INSPECTION POINT:
.....
.....

(K) COUNTRY OF ORIGIN:

Comply : _____ Does not Comply : _____ Not applicable : _____

Justification :

(L) SURPLUS MATERIAL:

TENDERERS MUST INDICATE IF THEY WILL BE PREPARED TO PURCHASE BACK FROM TRANSNET ANY SURPLUS MATERIAL WHICH MAY BECOME AVAILABLE FROM ANY RESULTING PURCHASE ORDER/CONTRACT ORIGINATED FROM THE QUOTATION SUBMITTED:
.....

(M) PAYMENT OVERSEAS:

ONLY IF TRANSNET LIMITED IS REQUESTED BY THE TENDERER TO EFFECT PAYMENT OVERSEAS DIRECT TO THE TENDERER'S PRINCIPAL/SUPPLIER THE FOLLOWING INFORMATION IS REQUIRED:

* EXCHANGE RATE ON WHICH THE QUOTATION PRICE IS BASED: R1,00 (S.A. CURRENCY) BEING EQUAL TO (FOREIGN CURRENCY)

* PERCENTAGE IN RELATION TO THE QUOTATION PRICE TO BE REMITTED OVERSEAS:
.....

* NAME OF COUNTRY TO WHICH PAYMENT IS TO BE MADE:
.....
.....

* APPLICABLE DATE OF EXCHANGE RATE:
.....

* BENEFICIARY'S NAME AND FULL ADDRESS:
.....
.....

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.....
* BENEFICIARY'S BANKERS AND FULL ADDRESS:
.....
.....
.....

* APPLICABLE ACCOUNT NUMBER:
.....

(N) DELIVERY DATE:

TENDERERS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURING PERIOD HEREUNDER NOTWITHSTANDING THE DELIVERY DATES SPECIFIED BY TRANSNET.

THE FOLLOWING MUST ALSO BE FURNISHED IN REGARD TO THE ABOVE:

1. PERIOD REQUIRED TO OBTAIN RAW MATERIAL.(DAYS)
2. MANUFACTURING PERIOD.(DAYS)
3. PERIOD TO TRANSPORT MATERIAL TO DESTINATION.(DAYS)

MATERIAL NO.	1.(PERIOD)	2.(PERIOD)	3.(PERIOD)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

INDICATE THE PERCENTAGE (%) OF THE PRICE THAT IS SUBJECT TO THE VARIABLE COPPER FEE: -----%.

"PREVIEW COPY ONLY"

DATE:

SIGNATURE OF TENDERER(S):

PROJECT SPECIFICATIONS FOR PAINTING OF SIGNALS

1. SCOPE:

- 1.1 This specification covers Transnet's requirements for the painting of Signals
- 1.2 The work must be done as specified and shall be complete in all respects.

2.0 DESCRIPTION OF WORK:

- 2.1 All surfaces of the Signals to be painted must be cleaned. All old paint must be removed.
- 2.2 All surfaces of the Signals must first be painted with undercoat.
- 2.3 The first coat must be allowed to dry before the second coat can be applied.
- 2.4 The painting shall be done in a very neat way.
- 2.5 When sandblasting is used, the signal and route units must be covered. (No. 7 and 8 on drawing)
- 2.6 The signal numbers (no. 10) and arrows (when fitted) must be removed during painting and be put back when paint is dried.
- 2.7 Caution must be exercised to ensure that the correct number is replaced on the correct signal.
- 2.8 The front of the Signal and route target (No 6 and 9 on drawing) must be painted matt black.
- 2.9 The back of the signal and route target (no. 6 and 9 on drawing) must be painted high gloss white.
- 2.10 The signal pole (no. 1 on drawing) and all its brackets must be painted high gloss white.
- 2.11 The cap and top of the pole without a route must be painted high gloss black.
- 2.12 The base and bottom of all poles must be painted high gloss black.
- 2.13 The ladder (no. 2 on drawing) and all its brackets must be painted high gloss black.
- 2.14 The plastic hoods of the signal and route units (no. 3 and 4 on the drawing) must not be painted.
- 2.15 The format for painting of the signals should be as shown in ANNEXURE 1.
- 2.16 The specifications for the paint to be used are as follows:
 - a) Undercoat – Varcol Aerofin primer
 - b) High gloss white – Varcol Thymacol 700
 - c) High gloss black – Varcol Thymacol 500Matt black – Varcol Thymacol
Thinners to suit

3.0 WORK TO BE PERFORMED BY TRANSNET:

- 3.1 Transnet shall provide two employees to warn workers of oncoming trains.
- 3.2 Transnet shall train the contractor to paint the signals according to specifications.
- 3.3 Transnet personnel shall supervise the contractor at all times when working on Transnet's premises.
- 3.4 Transnet shall make sure that the Contractor undergoing Safety Induction.

4.0 RESPONSIBILITIES OF CONTRACTOR:

- 4.1 The contractor shall supply his own paint, thinners and brushes as specified by Transnet
- 4.2 The contractor shall make his own arrangements for accommodation, food and transport.
- 4.3 The contractor shall use a ladder with a height of not more than 5.0 meters. Ladders used shall be manufactured of a non – conductive material.
- 4.4 When standing on the ladder the tip of the hand or anything carried in the hand shall not go beyond 0.5 meters high up from the signal post.
- 4.5 The contractor shall stay clear of electrical wires.
- 4.6 The contractor shall exercise care when using paint; any wastage must be preventing to eliminate contamination.
- 4.7 No other paint other than that specified by Transnet may be used, unless specified in writing.
- 4.8 The Contractor must wear relevant protective clothing at all times
- 4.9 The Contractor must provide prove of training on working at Heights
- 4.10 The Contractor must be in possession and wear a Safety Harness whenever working at a height of 2 meters and above.
- 4.11 The Contractor must have a Safety File on site at all times.
- 4.12 The Contractor must be trained in first aid and will have a first aider available at all times
- 4.13 The Contractor will work under supervision of Transnet Personnel.
- 4.14 The Contractor Shall obey all Safety instructions from Transnet Personnel.



Section 4

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER: CRAC-EFQ-13478

PAINTING OF 100 SIGNALS BETWEEN LUD AND KATBOSFONTEIN.

Information Session

5. RFQ SITE MEETING

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

BRIEFING SESSION VENUE: NO: 1 ANVIL ROAD, ISANDO DEPOT 6TH FLOOR BOARDROOM.

Time: 10:00

Date: 19 March 2014

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

Contact people on sites: Jerry Zitha (011) 570 7163/0/083 460 0559

5.1 ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of

Has/have today attended the Tender briefing in respect of the proposed:

•

TRANSNET'S REPRESENTATIVE TENDERER'S REPRESENTATIVE

DATE :.....

b) VERY IMPORTANT

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING AND ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE



ANNEXURE 1

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.
- 1.2.1 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.
- 1.3.1 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.
- 1.3.2 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.
- 1.3.3 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
 - (a)
 - (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;
- 2.8.1 **"the Act"** means the Occupational Health and Safety Act No. 85 of 1993.

3.1 Procedural Compliance

- 3.2 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:-
- (d) includes excavation work deeper than 1m; or
 - (e) includes working at a height greater than 3 metres above ground or a landing.
- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.



- 3.2.4 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.
- 3.2.5 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.
- 3.2.6 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Protekon's safety requirements and procedures.

4. Special Permits

Where special permits are required before work may be carried out such as for hot work, 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.

5.2.1 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.

5.2.2 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.

5.4.1 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.

5.4.2 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.

5.4.3 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.

5.4.4 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.

5.4.5 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.



- 5.4.6 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.
- 5.4.7 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.
- 5.4.8 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;
- 6.1.2 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.
- 6.2 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.



8.3The 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 2

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

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

- 8. Nature of the construction work:

- 9. Expected commencement date: _____



10. Expected completion date: _____

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp



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.

"PREVIEW COPY ONLY"



ANNEXURE 3

(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 4

(COMPANY LETTER HEAD)

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

DECLARATION

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

Signature :- _____

Date : _____

"PREVIEW COPY ONLY"



ANNEXURE 5

(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 area forming part thereof.

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

ACKNOWLEDGEMENT OF RECEIPT

Name _____ **of** _____
Contractor/Builder :- _____

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 :** _____



Tenderer SHE Management System Questionnaire

This questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

TFR may verify the accuracy of this information (where necessary) during the physical visit as part of the tender evaluation.

The information provided in this questionnaire is an accurate summary of the company's SHE management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer SHE Management System Questionnaire	Yes	No
1. SHE Policy and Management		
- Is there a written company SHE policy? - If yes provide a copy of the policy (ANNEXURE #)		
- Does the company have an SHE Management system e.g NOSA, OHSAS, IRCA System etc - If yes provide details		
- Is there a company SHE Management System, procedures manual or plan? - If yes provide a copy of the content page(s)		
- Are the SHE responsibilities clearly identified for all levels of Management and employees? - If yes provide details		
2. Safe Work Practices and Procedures		
- Are safe operating procedures or specific safety instructions relevant to its operations available? - If yes provide a summary listing of procedures or instructions		
- Is there a SHE incident register? If yes provide a copy		



<p>- Are Risk Assessments conducted and appropriate techniques used?</p> <p>- If yes provide details</p>		
3. SHE Training		
<p>Describe briefly how health and safety training is conducted in your company:</p>		
<p>- Is a record maintained of all training and induction programs undertaken for employees in your company?</p> <p>- If yes provide examples of safety training records</p>		
4. SHE Workplace Inspection		
<p>- Are regular health and safety inspections at worksites undertaken?</p> <p>-If yes provide details</p>		
<p>- Is there a procedure by which employees can report hazards at workplaces?</p> <p>- If yes provide details</p>		
5. SHE Consultation		
<p>- Is there a workplace SHE committee?</p>		
<p>- Are employees involved in decision making over SHE matters?</p> <p>- If yes provide details</p>		
<p>- Are there appointed SHE representatives?</p> <p>- Comments</p>		
6. SHE Performance Monitoring		
<p>- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</p> <p>- If yes provide details</p>		
<p>- Are employees regularly provided with information on company health and safety performance?</p> <p>- If yes provide details</p>		
<p>Is company registered with workmen's compensation and up</p>		



to date?		
- If yes provide proof of letter of good standing		
- Has the company been fined or convicted of an occupational health and safety offence?		
- If yes provide details		

Safety Performance Report

Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 200000 divided by number of man-hours worked for the period

=====
Signed
(Tenderer)