

TRANSNE



Transnet Freight Rail, a division of

TRANSNET SOC LTD Registration Number 1990/000900/30 [hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No KBY/52524

FOR THE PROVISION OF TLB (4X4 WITH FORK TEETH ATTACHMENT), A 6m³ TIPPER TRUCK AND LIGHT DELIVERY VEHICLE FOR EARTHWORKS MAINTENANCE FOR A PERIOD 12 MONTHS

FOR DELIVERY TO:

O: THE DEPOT ENGINEER RAILL NETWORK KIMBERLEY



13 SEPTEMBER 2013

1 OCTOBER 2013

: 10:00

Please note that late responses and those delivered or posted to

the incorrect address will be disqualified.

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: CLOSING VENUE:

Tender Box

Transnet Freight Rail, Property Management Building, Office no. 2, Austen Street, Beaconsfield

1 Responses to RFQ

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

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

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

2.1 B-BBEE Scorecard and Rating

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

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

In this RFQ, Transnet will apply 90/10 preference point system prescribed in the PPPFA.

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

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

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

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

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

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

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

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

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

Transnet will accordingly allocate a maximum of **10 [ten] points** in accordance with the **90/20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations 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 RFQ, 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.

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

Name: Christopher Williams

Email: Christopher.williams@transnet.net

4 Tax Clearance

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

5 VAT Registration

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

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

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 Binding Offer

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

12 Disclaimers

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

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

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

I/We ______ do hereby certify that *I/we* **have/have not been** found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or

other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

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

NATURE OF BREACH:

DATE OF BREACH: _

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

13 Evaluation Criteria

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

- Administrative responsiveness Completeness of response and returnable documents
- Substantive responsiveness Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given
- Technical threshold of 60%: Compliance to specification / quality, previous performance, delivery lead-time
- Weighted evaluation based on 90/10 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 Contributor	Number of points (80/20 system)
		20
	2	18
	3	16
	4	12
	5	8
	6	6
	7	4
	8	2
	Non-compliant contributor	0

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

14 Validity Period

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

15 Banking Details

ANK:	
RANCH NAME / CODE:	
CCOUNT HOLDER:	
CCOUNT 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:



18 Returnable Documents

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

a) Respondents are required to submit with their Quotations the <u>Compulsory Returnable</u> <u>Documents</u>, as detailed below and marked with an *

Failure to provide all these Compulsory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that <u>all</u> 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 Documents	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 EMEs] 	
Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	

Returnable Documents				
- 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]				
Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub- contractors must submit a separate Tax Clearance Certificate for each party]	*			
Valid Letter of Good Standing				
ANNEXURE A – Project Specifications	*			

Section 2 QUOTATION FORM

I/We_

hereby offer to supply the services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto and as per Annexure A

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

RENTER

the Standard Terms and Conditions for the Supply of Goods or Services to Transnet, the E4E and the E7/1 [all available on request]; and

any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said service 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.

Respondent's Signature

Price Schedule

I/We quote as follows for the Service required, excluding VAT

RFQ NUMBER KBY/52524

FOR THE PROVISION OF TLB (4X4 WITH FORK TEETH ATTACHMENT), A 6m³ TIPPER TRUCK AND LIGHT DELIVERY VEHICLE FOR EARTHWORKS MAINTENANCE FOR A PERIOD 12 MONTHS

TLB 4 x 4 (Tractor Loader Back actor) (With fork teeth attachment)

Item	Description	Unit	Amo	unt	
			Rate	R	С
1.	TLB 4X4 + fork teeth (1m ³)(wet rate)	Per hour (8 hours)			
2.	Establishment Loaded	per km			
3.	De-establishment Loaded	per km			
4.	Establishment Empty	per km			
5.	De-establishment Empty	per km			
6.	Low-bed cost (loaded)	per km		······	
7.	Low-bed cost (empty)	per km			-

Note: Wet rate with driver and fuel - 8 hours per day

TIPPER TRUCK 6 m³

Item	Description	Unit	Amo	1	
			Rate	R	С
1.	Tipper truck 6m ³ (wet rate)	Per hour (8 hours)			
2.	Establishment	per km			
3.	De-establishment	per km			1

Note: Wet rate with driver and fuel - 8 hours per day

LDV - LIGHT DELIVERY VEHICLE

Item	Description	Unit	Rate	R	C
1.	LDV	Daily rate			

Value of this contract will be R 1,200,000 or 12 months, whichever occurs first.

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) <u>If your annual turnover is in excess of R35million</u>, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
 NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you,** you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, <u>No payments can be made to a vendor</u> 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.

Supplier Declaration Form

Company Trading Name									
Company Registered Name						_			
Company Registration Number C	or ID Numbe	r If A Sole	Prop	ietor					
Form of entity CC Trust Pty Ltd Limited Partnership Sole Propriet							tor		
VAT number (if registered)					t				
Company Telephone Number	••••••••••••••••••••••••••••••••••••••	,							
Company Fax Number	<u> </u>								
Company E-Mail Address									
Company Website Address									
Bank Name			Bank A	ccour	nt Number				
Postal								- 1	
Address							Co	de	
Physical							Co	do	
Contact Person									
Designation									
Telephone				-{					
Email									
Annual Turnover Range (Last Fina		< R5 Mil	llion		R5-35 mi	illion		> R35 million	
Does Your Company Provide		Product	_		Services			Both	
Area Of Delivery		National		-	Provincial			Local	
Is Your Company A Public Or Pri	ivate Entity			I	Public			Private	
Does Your Company Have A Tax				ate	Yes			No	
Main Product Or Service Supplie						<u> </u>			
BEE Ownership Details					I				
	(D)		.		% Dis	sabled per	son/s		<u> </u>
	6 Black wome		ip			ownership			
Does your company have a BE				Yes		1	No		
What is your broad based BEE			/ Unkn	own)					
How many personnel does the	firm employ	/	Perm	anen	t	Par	t time		
Transnet Contact Person									
Contact number									
Transnet operating division									
Duly Authorised To Sign For	And On Be	ehalf Of F	Firm /	Orga	nisation				
Name					Designation				
Signature Date									
Stamp And Signature Of Con	missioner	Of Oath				I			
Stamp And Signature Of Commissioner Of Oath Name Date									
Name Date Signature Telephone No.									

FOR THE PROVISION OF TLB (4X4 WITH FORK TEETH ATACHMENT), TIPPER TRUCK 6 m³ LIGHT DELIVERY VEHICLE FOR EARTHWORKS MAINTENANCE FOR ONE YEAR (12 MONTHS)

PROJECT SPECIFICATIONS

PART A: NOTICE

Removal of sleepers, rock, gravel, and screener spoil next to service road or rail and any other general earthworks as required

<u>Section</u>		Service Road	Actual Road Distance
Α.	Beaufort West to De Aar	135 km 📃	258km
В.	Beaconsfield to De Aar	168 km	231km
С.	Belmont to Douglas	54 km 🔨 🔵	87km
D.	De Aar to Upington	287 km	411km
Е.	Upington to Nakop	77 km	137km
т	otal kilometres:	721 km	

NOTE: The establishment (start) of this contract will be from Orange River.

Please provide a quotation to supply, operate and maintain the following equipment and services see

ITEM:

- 1. One 6m³ Tipper Truck. (Hourly rate) Wet tariff. To transport filling material.
- 2. One 1m³ Tractor Loader Buckets (TLB) 4x4. (Hourly rate) Wet tariff
- 3. One LDV for logistic purposes at a daily rate
- 4. Site establishment (each) for the start of contract
- 5. Site de-establishment (each) at the end of contract
- 6. Low-bed cost per km loaded to transport machinery when required
- 7. Low-Bed cost per km unloaded when required

Work will start immediately after necessary documentation is finalized.

All work must be planned and recorded in the Site Instruction Book by the Technical Officer before commencing with the work.

All required work only as per pre-planning by the Technical Officer and the Contractor during the contract period. (12 months)

The following office hours are applicable:

Mondays to Fridays: 07:30 - 12:45 13:30 - 16:00

PART B: SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

Removal of sleepers, rock, gravel, and screener spoil next to service road or rail and any other general earthworks as required.

2. PLANT REQUIRED

- 1. One 6m³ Tipper truck. (Hourly rate) Wet tariff.
- 2. One 1m³ Tractor Loader Bucket (TLB) 4x4 (Hourly rate) Wet tariff.
- 3. One LDV for logistic purposes.

3. AREA OF OPERATIONS

The area of operations will be within the limits of the geographic area controlled by the Depot Engineer, Kimberley South Depot, over a distance of 721 kilometres.

4. DURATION OF CONTRACT

The contract period will be for the period of 12 months (1 year) during 2013 - 2014.

5. MOVEMENT OF PLANT

- 5.1 The Contractor shall deliver and maintain the plant complete in all respects, in a fully operational condition, with operators, at the initial place of work as directed. For this contract work will start at Orange River.
- 5.2 The time taken to move plant from one working place to another will be treated as working time when the plant is moved under its own power.
- 5.3 Fuel, water and spare wheels must be readily available on site so that no unnecessary lost time is created. The Contractor must provide a worker equipped with a LDV to provide assistance to the Tipper and TLB to perform these tasks.

6. PAYMENT

On the last day of each month the successful contractor must submit a Tax Invoice for completed work to the Technical Officer. Once the Technical Officer has verified this as correct, payment will be made within 30 days after month end.

No payment for breakdowns.

7. If portable toilets are used then form E4B of Transnet must be completed by Contractor.

8. CAMPING OF EMPLOYEES

The contractor is responsible for all accommodation requirements for his operators and staff. Transnet is not responsible for any accommodation. The contractor is not allowed to camp on Transnet property. No open fires are allowed on Transnet property. No services like water or sanitation and electricity can be provided.

9. SITE BOOK

The Contractor shall provide three 100 leaf Triplicate Books (Croxley JD222 or similar) to use as a Site Instruction Book, Site Diary and Calculation book at the site as directed by the Technical Officer for the duration of the contract.

The schedule of the work should be determined and recorded.

10. CONTACT DETAILS

AL.

- 10.1 Train Operating must be contacted by the Contractor on a daily basis before work commences to inform them of the kilometre points where work will be done for that day. Tel.: 053 838 2576, 053 838 2176, 053 838 2217 or 053 838 2215.
 - 10.2 For the duration of the contract the Project Manager will be Me. C. Calvert. Tel.: 0538383147 or 0834076332.
 - 10.3 For the duration of the contract Mr. Christie Noeth will be the Technical Officer and contact person. Tel. 053 838 3050 or Cell. 083 294 2734.
 - 10.4 For the duration of the contract Mr. Wongaz Kalani will be the Deputy Technical Officer and contact person. Tel. 053 838 3338 or Cell. 083 281 5293.

PART C: SAFETY

- 1. Prior to the start of the contract the contractor is required to do a risk assessment of each task and to provide a safety plan to address these risks. A copy thereof must be kept on site with the Site Diary.
- 2. This safety plan is to be provided and implemented by the contractor before the work commences.
- 3. Provision must be made in the safety plan for the following risks:
 - 3.1 Working adjacent to passing trains.
 - 3.2 Transporting of material and workers to and from work site.
 - 3.3 Loading and off-loading of equipment and material.
 - 3.4 Working close to Overhead Traction Equipment.
 - 3.5 Electrical shock.
 - 3.6 Uneven surfaces.
 - 3.7 Blue asbestos.
 - 3.8 Level Crossing Awareness of Operators and Drivers.
 - 3.9 No work may be performed within 3 (three) metres of the railway line without adequate Transnet supervision and protection.
- 4. The contractor is to provide all personal protection equipment (PPE) in relation to the risk and type of work to be executed.
- 5. All workers on this contract shall be required to wear reflective green (preferably) or orange vests at all times.
 - 5.1 Before the contractor may start any work, he and his entire team will be required to attend a OHTE awareness training for half a day
 - 5.2 The Supervisors and Contract owner to do Competency training for 3 days. Training will be provided by Transnet but traveling and accommodation expenses are for the contractor's account.
- 6. Safety Induction training for the contractor team will be given by a designated Transnet Safety representative before the contact start. Any new workers that join the team at a later stage will also be required to receive this training.
- 7. The Contractor will be fully responsible to provide all Safety measurers deemed necessary to safe guard his/her personnel for the safe completion of the work under contract.
- 8. The contractor or his supervisor will be responsible to hold a Safety Talk every morning before work commences. He will also be responsible to notify Operating each morning to inform them where his team will be working on that day.
- 9. The contractor is to have available a suitable First Aid Kit on site at all times.
- 10. All workers shall work as a team in one area in the Transnet reserve.

- 11. The contractor shall provide a cell phone, in good working order and with sufficient airtime, to his team leader to be available on site at all times.
- 12. No open fires are allowed on Transnet property.

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13 Contractor to notify CTC every morning where they are busy working.

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Transnet Request for Quotation No WR/KBY [RFX Template (Services) SSM 100 – 2009]

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RFQ NUMBER KBY/52524

CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION

It is hereby certified that -	
1	
2	
Representative(s) of	(Name of company)
attended the site meeting / briefing session in respect of the	e proposed service to be rendered in terms
of this RFQ on 2013.	
TRANSNET'S REPRESENTATIVE	RESPONDENT'S REPRESENTATIVE
DATE	DATE

E7/1 (July 1998)

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

(This Specification shall be used in Transnet Contracts)

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- 1. Horizontal clearances 1 065 mm gauge
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<u>1</u> **DEFINITIONS**

The following definitions shall apply :

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

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

Bond. A short conductor installed to provide electrical continuity.

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

Dead. Isolated and earthed.

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

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

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

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

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

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

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

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

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

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

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

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

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

PART A - GENERAL SPECIFICATION

2. AUTHORITY OF OFFICERS OF TRANSNET

- 2.1 The Contractor shall co-operate with the officers of Transnet and shall comply with all instructions issued and restrictions imposed with respect to the Works which bear on the existence and operation of Transnet's railway lines and high-voltage equipment.
- 2.2 Without limiting the generality of the provisions of 2.1, any duly authorised representative of Transnet, having identified himself, may stop the work if, in his opinion, the safe passage of trains or the safety of Transnet assets or any person is affected. CONSIDERATIONS OF SAFETY SHALL TAKE PRECEDENCE OVER ALL OTHER CONSIDERATIONS.

3. CONTRACTOR'S REPRESENTATIVES

- 3.1 The Contractor shall nominate Responsible Representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The Contractor shall provide the Technical Officer with the names, addresses and telephone numbers of the representatives.
- 3.2 The Contractor guarantees that he has satisfied himself that the Responsible Representative is fully conversant with this specification and that he shall comply with all his obligations in respect thereof.

4. OCCUPATIONS AND WORK PERMITS

- 4.1 Work to be done during total occupation or during an occupation between trains or under a work permit shall be done in a manner decided by the Technical Officer and at times to suit Transnet requirements.
- 4.2 The Contractor shall organise the Works in a manner, which will minimise the number and duration of occupations and work permits required.
- 4.3 Transnet will not be liable for any financial or other loss suffered by the Contractor arising from his failure to complete any work scheduled during the period of an occupation or work permit.
- 4.4 The Contractor shall submit to the Technical Officer, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 14 days before they are required. Transnet does not undertake to grant an occupation or work permit for any particular date, time or duration.
- 4.5 Transnet reserves the right to cancel any occupation or work permit at any time before or during the period of occupation or work permit. If, due to cancellation or change in date or time, the Contractor is not permitted to start work under conditions of total occupation or work permit at the time arranged, all costs caused by the cancellation shall be born by the Contractor except as provided for in clauses 4.6 to 4.8.

- 4.6 When the Contractor is notified less than 2 hours before the scheduled starting time that the occupation or work permit is cancelled, he may claim reimbursement of his direct financial losses caused by the loss of working time up to the time his labour and plant are employed on other work, but not exceeding the period of the cancelled occupation or work permit.
- 4.7 When the Contractor is notified less than 2 hours before the schedule starting time, or during an occupation or work permit, that the duration of the occupation or work permit is reduced, he may claim reimbursement of his direct financial losses caused by the loss of working time due to the reduced duration of the occupation or work permit.
- 4.8 Reimbursement the Contractor for any loss of working time in terms of 4.6 and 4.7, shall be subject to his claims being submitted within 14 days of the event with full details of labour and plant involved, and provided that the Technical Officer certifies that no other work on which the labour and plant could be employed was immediately available.
- 4.9 Before starting any work for which an occupation has been arranged, the Contractor shall obtain from the Technical Officer written confirmation of the date, time and duration of the occupation.
- 4.10 Before starting any work for which a work permit has been arranged, the Responsible Representative shall read and sign portion C of form No. T.1276 signifying that he is aware of the limits within which work may be undertaken. After the work for which the permit was granted has been completed, or when the work permit is due to be terminated, or if the permit is cancelled after the start, the same person who signed portion C shall sign portion D of the T.1276 form, thereby acknowledging that he is aware that the electrical equipment is to be made "live". The Contractor shall advise all his workmen accordingly.

5. SPEED RESTRICTIONS AND PROTECTION

- 5.1 When speed restrictions are imposed by Transnet because of the Contractor's activities, the Contractor shall organise and carry out his work so as to permit the removal of the restrictions as soon as possible.
- 5.2 When the Technical Officer considers protection to be necessary the Contractor shall, unless otherwise agreed, provide all protection including flagmen, other personnel and all equipment for the protection of Transnet's and the Contractor's personnel and assets, the public and including trains. Transnet will provide training free of charge of the Contractor's flagmen and other personnel performing protection duties. The Contractor shall consult with the Technical Officer, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in appendixes 1 to 4.
- 5.3 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction, which may be given by Transnet personnel providing protection.

6. ROADS ON TRANSNET PROPERTY

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

7. CLEARANCES

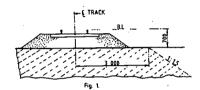
7.1 No temporary works shall encroach on the appropriate minimum clearances set out in Annexure 1 BE97-01 Sheets 1,2, 3 and 5 of 5.

8. STACKING OF MATERIAL

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

9. EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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



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

10. FALSEWORK FOR STRUCTURES

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

11. **PILING**

11.1 The Technical Officer will specify the conditions under which piles may be installed on Transnet property.

12. UNDERGROUND SERVICES

- 12.1 No pegs or stakes shall be driven or any excavation made before the Contractor has established that there are no underground services, which may be damaged thereby.
- 12.2 Any damage shall be reported immediately to the Technical Officer, or to the official in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.

13. BLASTING

- 13.1 The provisions of clause 23 of the E.5, General Conditions of Contract or clause 21 of the E.5 (MW), General Conditions of Contract for Maintenance Work, shall apply to all blasting operations undertaken in terms of the Contract.
- 13.2 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).
- 13.3 Blasting within 500m of a railway line will only be permitted during intervals between trains. A person appointed by the Technical Officer, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station. Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly regarding the time during which blasting may take place.
- 13.4 The flagmen described in 13.3, where provided by Transnet, are for the protection of trains and Transnet property only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.
- 13.5 The person described in 13.3 will record in a book provided and retained by Transnet the dates and times -
 - (i) when each request is made by him to the controlling station for permission to blast;
 - (ii) when blasting may take place;
 - (iii) when blasting actually takes place; and
 - (iv) when he advises the controlling station that the line is safe for the passage of trains.
- 13.6 Before each blast the Contractor shall record in the same book, the details of the blast to be carried out. The person appointed by the Technical Officer and the person who will do the blasting shall both sign the book whenever an entry described in 13.5 is made.

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

14. **RAIL TROLLEYS**

- 14.1 The use of rail trolleys or trestle trolleys on a railway line for working on high voltage equipment will be permitted only if approved by the Technical Officer and under the conditions stipulated by him.
- 14.2 All costs in connection with such trolley working requested by the Contractor shall, unless otherwise agreed, be borne by the Contractor, excluding the costs of any train protection services normally provided free of charge by Transnet.

15. SIGNAL TRACK CIRCUITS

- 15.1 Where signal track circuits are installed, the Contractor shall ensure that no material capable of conducting an electrical current makes contact between rails of a railway line/lines.
- 15.2 No signal connections on track-circuited tracks shall be severed without the Technical Officer's knowledge and consent.

16. **PENALTY FOR DELAYS TO TRAINS**

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

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

17. <u>GENERAL</u>

- 17.1 This specification is based on the contents of Transnet's publication SAFETY INSTRUCTIONS, HIGH-VOLTAGE ELECTRICAL EQUIPMENT, as amended, a copy of which will be made available on loan to the Contractor for the duration of the contract. These instructions apply to all work near live high-voltage equipment maintained and/or operated by Transnet, and the onus rests on the Contractor to ensure that he obtains a copy.
- 17.2 The Contractor's attention is drawn in particular to the contents of Part , Sections 1 and 2 of the Safety Instructions : High-Voltage Electrical Equipment.
- 17.3 The Safety Instructions : High-Voltage Electrical Equipment cover the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).
- 17.4 This specification must be read in conjunction with and not in lieu of the Safety Instructions : High-Voltage Electrical Equipment.
- 17.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tools he is using or any equipment he is handling, to come within 3 metres of any live high-voltage equipment.
- 17.6 The Contractor shall regard all high-voltage equipment as live unless a work permit is in force.
- 17.7 Safety precautions taken or barriers erected shall comply with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall, unless otherwise agreed, bear the cost of the provision of the barriers and other safety precautions required, including the attendance of Transnet staff where this is necessary.
- 17.8 No barrier shall be removed unless authorised by the Electrical Officer (Contracts).

18. WORK ON BUILDINGS OR FIXED STRUCTURES

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

- 18.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Works.
- 18.3 The shuttering for bridge piers, abutments, retaining walls or parapets adjacent to or over any

track may be permitted to serve as a barrier, provided that it extends at least 2,5 metres above any working level in the case of piers, abutments and retaining walls and 1,5 metres above any working level in the case of parapets.

19. <u>WORK DONE ON OR OUTSIDE OF ROLLING STOCK, INCLUDING LOADING OR</u> UNLOADING

- 19.1 No person shall stand, climb or work whilst on any platform, surface or foothold higher than the normal unrestricted places of access, namely -
 - (i) the floor level of trucks;
 - (ii) external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and
 - (iii) walkways between coaches and locomotives.

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

- 19.2 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.
- 19.3 The handling of long lengths of material such as metal pipes, reinforcing bars, etc should be avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.
- 19.4 The Responsible Representative shall warn all persons under his control of the danger of being near live high-voltage equipment, and shall ensure that the warning is fully understood.
- 19.5 Where the conditions in 19.1 to 19.3 cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable Safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by Transnet and at its costs, as an Authorised Person to work closer than 3 metres from live overhead conductors and under such conditions as may be imposed by the Senior responsible Electrical Engineer in Transnet.

20. USE OF EQUIPMENT

- 20.1 Measuring Tapes and Devices
- 20.1.1 Measuring tapes may be used near live high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the live equipment.
- 20.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the live high-voltage equipment.

- 20.1.3 Special measuring devices longer than 2 metres such as survey staves and rods may be used if these are of non-conducting material and approved by the responsible Electrical Engineer in Transnet, but these devices must not be used within 3 metres of live high-voltage equipment in rainy or wet conditions.
- 20.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in 20.1.1 to 20.1.3 are required.
- 20.1.5 The restrictions described in 20.1.1 to 20.1.3 do not apply on a bridge deck between permanent parapets nor in other situations where a barrier effectively prevents contact with the live high-voltage equipment.
- 20.2 Portable Ladders
- 20.2.1 Any type of portable ladder longer then 2 metres may only be used near live high-voltage equipment under the direct supervision of the Responsible Representative. He shall ensure that the ladder is always used in such a manner that the distance from the base of the ladder to any live high-voltage equipment is greater than the fully extended length of the ladder plus 3 metres. Where these conditions cannot be observed, the Electrical Officer (Contracts) shall be advised, and he will arrange for suitable safety measures to be taken.

21. CARRYING AND HANDLING MATERIAL AND EQUIPMENT

- 21.1 Pipes, scaffolding, iron sheets, reinforcing bars and other material, which exceeds 2 metres in length, shall be carried completely below head height near live high-voltage equipment. For maximum safety two or more persons so as to maintain it as nearly as possible in a horizontal position should carry such material. The utmost care must be take to ensure that no part of the material comes within 3 metres of any live high-voltage equipment.
- 21.2 Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any live high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.
- 21.3 The presence of overhead power lines shall always be taken account of especially when communications lines or cables or aerial cables, stay wires, etc. are being erected above ground level.

22. <u>PRECAUTIONS TO BE TAKEN WHEN ERECTING OR REMOVING POLES, ANTENNAE,</u> TREES ETC.

- 22.1 A pole may be handled for the purpose of erection or removal near high-voltage equipment under the following conditions:
 - (i) If the distance between the point at which the pole is to be erected or removed and the nearest live high-voltage equipment is more than the length of the pole plus 3 metres, the work shall be supervised by the Responsible Representative.

- (ii) If the distance described in (i) is less than the length of the pole plus 3 metres, the Electrical Officer (Contracts) shall be consulted to arrange for an Authorised Person to supervise the work and to ensure that the pole is earthed where possible. The pole shall be kept in contact with the point of erection, and adequate precautions shall be taken to prevent contact with live high-voltage equipment.
- 22.2 The cost of supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.
- 22.3 The provisions of clauses 22.1 and 22.2 shall also apply to the erection or removal of columns, antennae, trees, posts, etc.

23. USE OF WATER

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

24. USE OF CONSTRUCTION PLANT

- 24.1 "Construction plant" entails all types of plant including cranes, piling frames, boring machines, excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.
- 24.2 When work is being undertaken in such a position that it is possible for construction plant or its load to come within 3 metres of live high-voltage equipment, the Electrical Officer (Contracts) shall be consulted. He will arrange for an Authorised Person to supervise the work and to ensure that the plant is adequately earthed. The Electrical Officer (Contracts) will decide whether further safety measures are necessary.
- 24.3 The cost of any supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.
- 24.4 When loads are handled by cranes, non-metallic rope hand lines shall be used, affixed to such loads so as to prevent their swinging and coming within 3 metres of live high-voltage equipment.
- 24.5 Clauses 24.1 to 24.4 shall apply mutatis mutandis to the use of maintenance machines of any nature.

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

- 25.1 If the Responsible Representative finds that the work cannot be done in safety with the highvoltage electrical equipment live, he shall consult the Electrical Officer (Contracts) who will decide on the action to be taken.
- 25.2 If a work permit is issued the Responsible Representative shall -
 - (i) before commencement of work ensure that the limits within which work may be carried out

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

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

26. TRACTION RETURN CIRCUITS IN RAILS

- 26.1 DANGEROUS CONDITIONS CAN BE CREATED BY REMOVING OR SEVERING ANY BOND.
- 26.2 Broken rails with an air gap between the ends, and joints, at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by Transnet personnel.
- 26.3 The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Technical Officer at least 7 days written notice when removal of such bonds is necessary.
- 26.4 No work on the track which involves interference with the traction return rail circuit either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return circuit before permitting the work to be commenced.

27. BLASTING

- 27.1 The Contractor shall obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 14 days notice of his intention to blast.
- 27.2 No blasting shall be done in the vicinity of electrified lines unless a member of Transnet's electrical personnel is present.
- 27.3 The terms of clause 13 hereof shall be strictly adhered to.

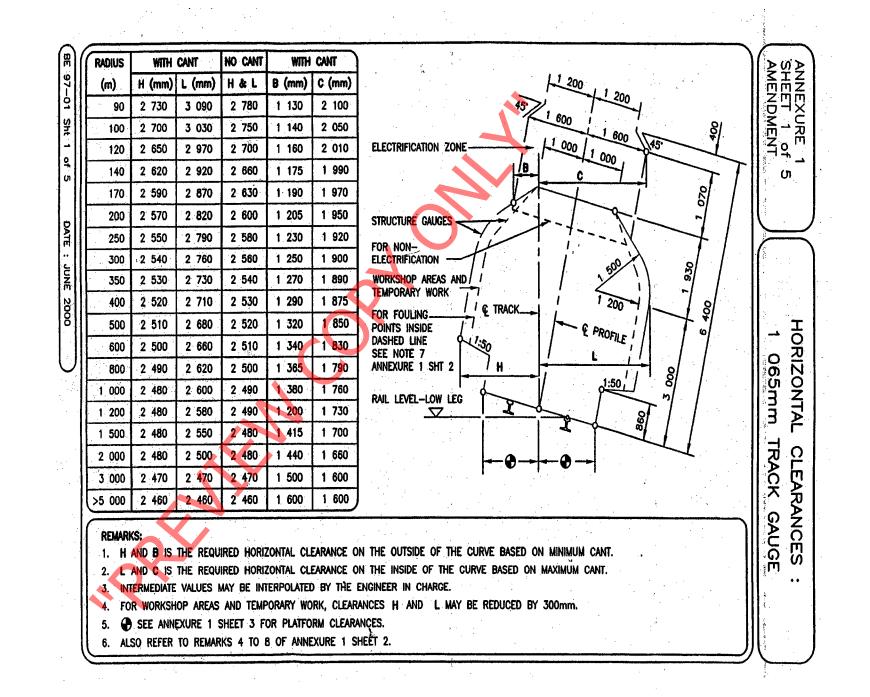
28. HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY TRANSNET

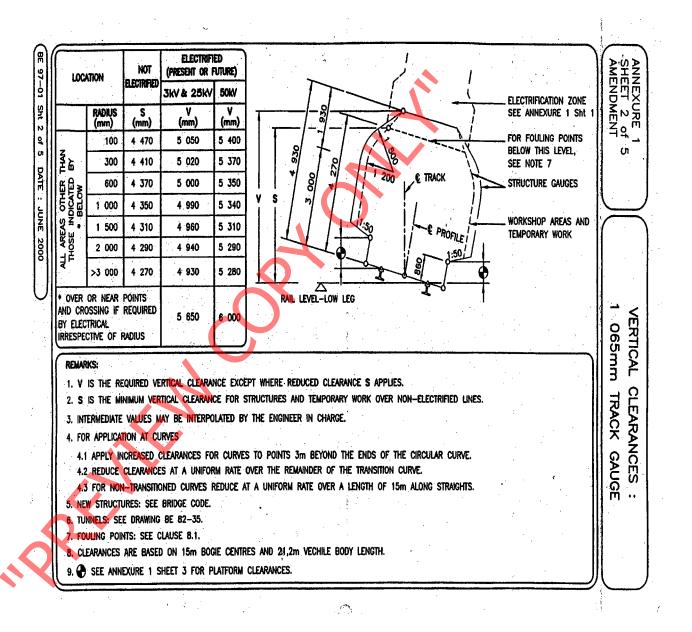
Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by Transnet, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

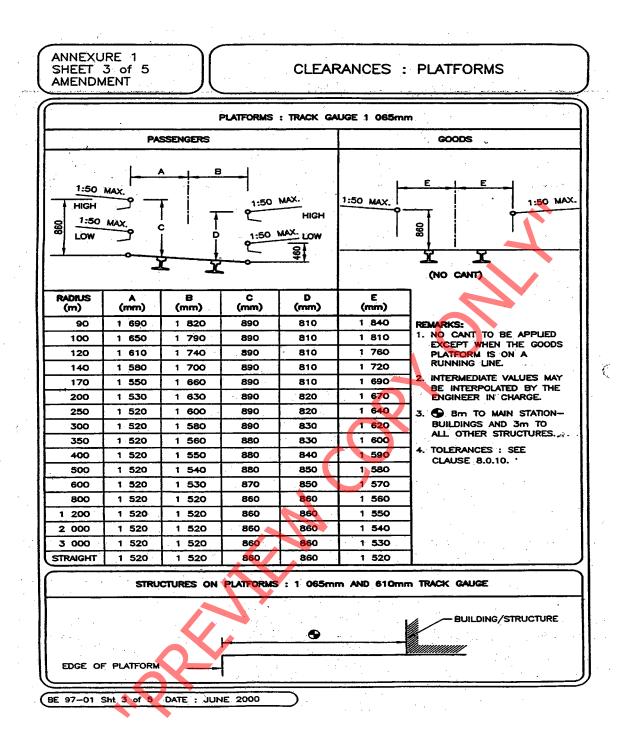
Such equipment includes: -

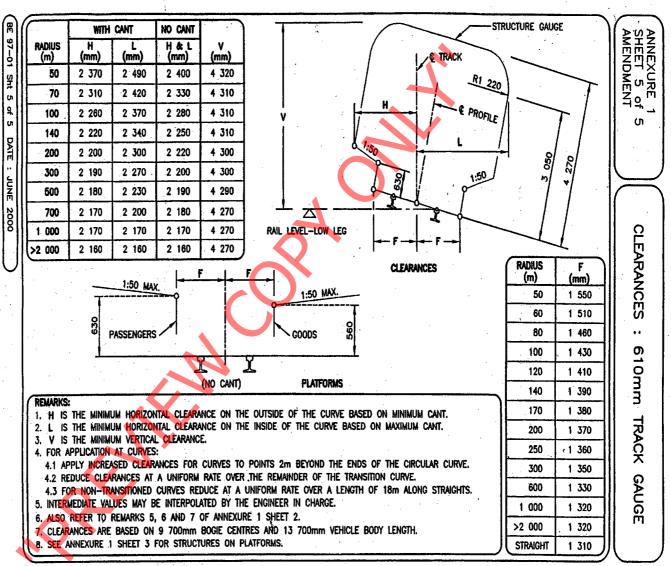
- (i) Eskom and municipal equipment;
- (ii) the Contractor's own power supplies; and

(iii) electrical equipment being installed but not yet taken over from the Contractor.









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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 procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

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

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

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

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

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

- 1(a) Name and postal address of principal contractor:
- (b) Name and tel. no of principal contractor's contact person:
- 2. Principal contractor's compensation registration number:
- 3.(a) Name and postal address of client:
- (b) Name and tel no of client's contact person or agent:
- 4.(a) Name and postal address of designer(s) for the project:
 - (b) Name and tel. no of designer(s) contact person:
- 5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).
- 6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).
- 7. Exact physical address of the construction site or site office:
- 8. Nature of the construction work:
- 9. Expected commencement date:

10. Expected completion date:

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

- 12. Planned number of contractors on the construction site accountable to the principle contractor:
- 13. Name(s) of contractors already chosen.

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Principal Contractor	Date
Client	Date

- * THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR <u>PRIOR TO COMMENCEMENT</u> OF WORK ON SITE.
- * <u>ALL PRINCIPAL CONTRACTORS</u> THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ANNEXURE 2

(COMPANY LETTER HEAD)

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

SECTION/REGULATION:	
REQUIRED COMPETENCY:	
In terms of I,	
representing the Employer) do hereby appoint	
As the Competent Person on the premises at	
(physical address) to assist in compliance with the Act and the applicable Regulations.	
Your designated area/s is/are as follows :-	
	_
	_
Date :	_
Signature :-	
Designation :-	
ACCEPTANCE OF DESIGNATION	
I, do hereby accept this Designation and acknowledge that understand the requirements of this appointment.	I
Date :	
Signature :-	

Designation :-

E.4E Transnet (Jan 2004)

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.

ANNEXURE 4

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

SITE ACCESS CERTIFICATE

Contract/Order No.: The contract works site/area described above are made available to you for the carrying out of associated works In terms of your contract/order with (company) Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site. As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof. Signed : TECHNICAL OFFICER AckNOWLEDGEMENT OF RECEIPT AckNOWLEDGEMENT OF RECEIPT In 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.	Access to :			(Area)
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 :	Contract/Order No.:			
(company)	The contract works site/area descri	ibed above are made availab	ble to you for the carrying out of as	sociated works
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 :	In terms of your contract/order wit	h		
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 :	(company)			
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			trol and safety of the Works Site,	and for persons
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 : 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				
Signed : Date : TECHNICAL OFFICER Date : ACKNOWLEDGEMENT OF RECEIPT I, Mame 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	and Safety Act, 1993 (Act 85 of 19 works as defined and demarcated in	993) as amended, and all co	nditions of the Contract pertaining	to the site of the
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	Signed :		Date :	
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		<u>ACKNOWLEDGEMEN1</u>	<u>COF RECEIPT</u>	
and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and	Name of Contractor/Builder :		do hereby acknowledge and acc	
		e Safety of the site/area of		
Name : Designation :	Name :		Designation :	

Signature : _____

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Date :