

**TRANSNET**



*freight rail*

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

# REQUEST FOR QUOTATION

**KBY/52860**

**KBY\_13763**

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

**Transnet Freight Rail**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No KBY/52860**

**FOR THE VEGETATION CONTROL (TREE FELLING) FROM GROENWATER TO DROESPRUIT FOR A PERIOD OF TEN (10) WEEKS.**

**FOR DELIVERY TO : TRANSNET FREIGHT RAIL, INFRA  
KIMBERLEY NORTH.**

**ISSUE DATE : 08 APRIL 2014**

**CLOSING DATE : 13 MAY 2014**

**CLOSING TIME : 10:00**

"PREVIEW COPY ONLY"

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**Section 1**  
**NOTICE TO BIDDERS**

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

**METHOD:** [Tender box or courier]  
**CLOSING VENUE:** [Tender box at physical address for hand delivery and courier:  
Transnet Freight Rail, Property Management Building, Supply Chain  
Services, Office no. 2, Austen Street, Beaconsfield]

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**1 Responses to RFQ**

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

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

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

**2.1 B-BBEE Scorecard and Rating**

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point system is applicable to all bids:

- The 80/20 system for requirements with a Rand value of up to R1 000 000.00 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ must be cancelled.

The value of this bid is estimated to be below R1000 000.00 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

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

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After

the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

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

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

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

*[Refer clause 19 below for Returnable Documents required]*

## 2.2 B-BBEE Improvement Plan

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 2.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of **Annexure A** appended hereto. *[Refer to Annexure A for further instructions]*

### **Guidance Notes**

- *Note that for low value transactions, opportunities for B-BBEE Improvement are limited. Focus should be placed on longer term contracts.*

## 3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:  
Name: Refilwe Ramothwala      Email: [Refilwe.Ramothwala@transnet.net](mailto:Refilwe.Ramothwala@transnet.net)
- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Maggie Pain on any matter relating to its RFQ response:  
Telephone      053 838 3341      Email      [Maggie.Pain@transnet.net](mailto:Maggie.Pain@transnet.net)

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

#### 4 VAT Registration

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

#### 5 Legal Compliance

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

#### 6 Changes to Quotations

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

#### 7 Pricing

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

#### 8 Prices Subject to Confirmation

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

#### 9 Negotiations

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

#### 10 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.

#### 11 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.

4

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**12 Transnet's supplier integrity pact**

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

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

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

**13 Respondent's Samples**

Respondents are required to submit samples of the Goods tendered for by it **only in cases where Transnet has specifically requested samples**. The sample(s) must be endorsed with the RFQ number and description and forwarded on or before the deadline date to the following addressee:

**N/A**

**14 Evaluation Criteria**

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

<b>Criterion/Criteria</b>	<b>Explanation</b>
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given
<b>Final weighted evaluation based on 80/20 preference point system as indicated in paragraph 2.1</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical</li> <li>• 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 indicated in Annexure A.</li> </ul>

<sup>1</sup> 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.

**15 Validity Period**

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

This RFQ is valid until \_\_\_\_\_.

**16 Banking Details**

BANK: \_\_\_\_\_

BRANCH NAME / CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

**17 Company Registration**

Registration number of company / C.C. \_\_\_\_\_

Registered name of company / C.C. \_\_\_\_\_

**18 Disclosure of Prices Quoted**

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

YES  NO

**19 Returnable Documents**

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

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

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

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

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference	
- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
• Original cancelled cheque or bank verification of banking details	
• Certified copies of IDs of shareholder/directors/members [as applicable]	
• Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)	
• Certified copies of the company's shareholding/director's portfolio	
• Entity's letterhead	
• Certified copy of VAT Registration Certificate [RSA entities only]	
• Certified copy of valid Company Registration Certificate [if applicable]	
Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 3 years	
ANNEXURE A – B-BBEE Preference Points Claim Form	

b) In addition to the requirements of paragraph a) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below.

Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

Additional Documents	SUBMITTED [Yes or No]
ANNEXURE B: B-BBEE Improvement Plan	



**Section 2**  
**QUOTATION FORM**

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

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

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

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

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

**Price Schedule**

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

**NOTE! SEE THE ATTACHED PRICING SCHEDULE ON THE SPECIAL CONDITIONS AND SPECIFICATION PAGES 13 TO 15.**

**Delivery Lead-Time from date of purchase order: \_\_\_\_\_ one (1) \_\_\_\_\_ [week]**

**Notes to Pricing:**

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

## Section 3

**VENDOR APPLICATION FORM**

*Respondents are to furnish the following documentation and complete the Vendor Application Form below:*

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details **[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice
9. **Certified copy** of valid C
10. Company Registration Certificate [if applicable]

<div style="background-color: black; color: white; padding: 5px; text-align: center;"> <b>Supplier Declaration Form</b> </div>									
Company Trading Name									
Company Registered Name									
Company Registration Number Or ID Number If A Sole Proprietor									
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor			
VAT number (if registered)									
Company Telephone Number									
Company Fax Number									
Company E-Mail Address									
Company Website Address									
Bank Name			Bank Account Number						
Postal Address					Code				
Physical Address					Code				
Contact Person									
Designation									
Telephone									
Email									
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million			
Does Your Company Provide		Products		Services		Both			
Area Of Delivery		National		Provincial		Local			
Is Your Company A Public Or Private Entity				Public		Private			
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No			
Main Product Or Service Supplied (E.G.: Stationery/Consulting)									
<b>BEE Ownership Details</b>									
% Black Ownership		% Black women ownership		% Disabled person/s ownership					
Does your company have a BEE certificate			Yes		No				
What is your broad based BEE status (Level 1 to 9 / Unknown)									
How many personnel does the firm employ			Permanent		Part time				
Transnet Contact Person									
Contact number									
Transnet operating division									
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>									
Name			Designation						
Signature			Date						
<b>Stamp And Signature Of Commissioner Of Oath</b>									
Name			Date						
Signature			Telephone No.						

PeOB 13763  
Special Conditions and Specifications for tree felling Contract  
Vegetation Control

**SPECIFICATION FOR TREE FELLING CONTRACT KBN**  
**VEGETATION CONTROL (TREE FELLING)**

**Part A: GENERAL**

**A.1 SCOPE OF WORK**

This contract covers the control of vegetation including the felling of trees, bush clearing, hoeing or any associated vegetation control work, performed by the Contractor for the successful completion of this contract on a as fixed term of (10 weeks) , in accordance with the true meaning and intent of the contract document .

The work will be done by means of portable mechanical and all the necessary equipment needed to complete the works on Transnet property in the geographical area controlled by the Depot Engineers Kimberley North as per the Schedule of Quantities and Prices.

**Due to the nature, the extent and safety implications of the work under this contract, the contract may be awarded to one Contractor.**

**: Kimberley North Depot**

**Groen water – Tsantsabane**

**Postmansburg – Boukopies**

**Palingpan – Glosan**

**Erstrand – Lohathla**

**Bosleegte – Dreoe spruit**

**A.2 SUFFICIENCY OF TENDER**

The contract will only be awarded a tenderer who is a registered pest control officer and has experience in the field of vegetation control (tree felling) in Southern Africa.

A site Inspection Certificate (E4A) signed by the Technical Officer or his/her deputy (compulsory), must be submitted with the tender, and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and the extent of species of vegetation to be controlled and all aspects that will and / or may effect such control and costs thereof.

*PeOB 13763*  
**Special Conditions and Specifications for tree felling Contract**  
**Vegetation Control**

**A.3 DURATION OF CONTRACT**

The contract period will be over a maximum of 10 weeks up to a monetary value of R330 000.00.

**A.4 TO BE SUPPLIED BY TRANSNET FREIGHT RAIL**

**The following services will be provided by Transnet Freight Rail where required:**

Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Contractor shall be responsible for all work and equipment needed to fill the water trucks from the water point provided and to ensure that the water is suitable for its intended use.

Inspections of the work areas by vehicle may be arranged with the Technical Officer or his/her deputy.

**A.5 TO BE SUPPLIED BY THE CONTRACTOR**

The Contractor is responsible to supply his own accommodation, equipment, transport and labour needed to complete the work covered by the contract.

No accommodation is allowed on Transnet's property, the Contractor shall provide all accommodation, toilet facilities and any other facility needed for his/her teams during the contract period. These facilities may not be erected on Transnet property and none of Transnet's facilities will be available for usage by the Contractor or his/her teams. ,

The Contractor shall provide safe and secure storage facilities for all equipment brought onto on the site.

The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the work area.

The Contractor shall provide his/her employees the proper safety protection clothing (PPE) and equipment while working on Transnet property and for the duration of the Contract.

The Contractor shall appoint at the work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic.

These employees shall operate an audible warning device to timeously warn all personnel on the work site of approaching rail traffic.

All personnel must follow an effective safety procedure while working on site. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

P.O.B 13763  
**Special Conditions and Specifications for tree felling Contract  
Vegetation Control**

The personnel of the Contractor shall at all times during the vegetation control process wear reflective safety jackets. These reflective jackets must be in an acceptable colour and preferably bear the name of the contractor's company.

The Contractor need to clarify the colour of the reflective vests that will be used during the contract period with the Technical Officer, before work commence. -.

#### **A.6 COMPETENCY TRAINING**

##### **Tenderers shall note the following competency requirements:**

A certificate of competence for the responsible person(s) in charge of site supervision may be acquired at Transnet Freight Rail's Esselen Park training centre and involves the successful completion of a training module with a written test, presented over three days. It is valid for two (2) years.

Transnet Safety Training is required of any person who work in the vicinity of electrification equipment (not closer that 3m of) "live" equipment. Electrical Awareness Safety Training must be done by all staff members of the successful Contractor, the training module is over three days for supervisors and one day for general workers at Esselen Park, School of Rail, Johannesburg.

Training mentioned above is for the account of the Contractor and must be arranged through Technical officer.

The Tenderer shall allow for the provision of personnel to warn train drivers of the work-teams on the line, the position of this person will be 1.5 km from both sides of the work site. Once-off training will be provided by Transnet Freight Rail free of charge, will require a minimum of four (4) working days and a clear understanding of the English language is a prerequisite for the person.

In addition to the above mentioned competency training, safety induction training is required form the entire Contractors' personnel include the Contractor him/her self who will work in the vicinity of the railway line. This is done once-off by Transnet Freight Rail free of charge, and is thereafter the responsibility of the Contractor.

During the execution of the contract, the Contractor will be required to inform the Technical Officer of any staff changes and provide the qualifications of the replacement staff for approval.

#### **A.7 STANDARDS OF WORKMANSHIP**

The Contractor shall not depart from the method of work without the approval of the Technical Officer or his/her deputy.

#### **A8. COMPLIANCE WITH STATUTES**

The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Acts;

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**Special Conditions and Specifications for tree felling Contract**  
**Vegetation Control**

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies
- b) Act (Act 36 of 1947) as amended.
- c) The Hazardous Substance Act (Act 15 of 1973) as amended.**
- d) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) (where applicable).
- e) The Environmental Conservation Act (Act 73 of 1989).
- f) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- g) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- h) Common law of nuisance.
- i) The compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
- j) The Occupational Health and Safety Act (Act 85 of 1993)
- k) National Veld and Forest Fire Act No. 101 of 1998
- l) Mountain Catchment Area Act (Act 63 of 1970)

**A.9 INFORMATION TO BE PROVIDED WITH TENDER**

The Tenderer shall submit the following information at the time of tendering:

Full description of the plant and methods of control to be used by him/her for all aspects of the work required to ensure performance as specified.

Whether the tenderer intends to work on Saturdays or Sundays or is prepared to work on such days if required to do so by Transnet Freight Rail.

The Schedule of Service fees and Costs must be completed in full.

The Contractor shall not depart from the methods of the work, without approval from the Technical Officer or his/her deputy.

Proof of inspection of the sites must be enclosed on the Site Inspection Certificate.

An undertaking that all personnel and equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.

A description of the methods to be used for controlling the vegetation must be provided.

The Contractor shall not depart from the methods of work tendered, without approval from the Technical Officer or his/her deputy.

The contractor must indicate whether he/she intends using sub-contractors. No sub-contractors will be allowed on site without the prior permission of the Technical Officer. Details of the sub-contractor must be handed in by the primary Contractor.

Where herbicide is to be used the Contractor shall ensure that this work be done in the presence and under the supervision of a **Pest Control Operator**, specialising in the field of industrial weed control. The Pest Control Operator must be registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947, as amended.

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**Special Conditions and Specifications for tree felling Contract  
Vegetation Control**

A certified copy of the Pest Control Officer' certificate must be handed in with the tender document. This certificate must be valid for the duration of the Contract.

**A10. RETENTION MONEY**

Retention money will not be deducted from payments.

**A11. GENERAL:**

The attention of Tenderers is directed to all the various documents comprising these tender documents and including, inter alia, General Conditions of Contract, Special Conditions of Contract and Specifications and Bills and/or Schedule of Quantities and/or Prices. Particular attention must be given to –

- Unless otherwise stated in any of these tender documents, Tenderers are required to submit an offer, complete in every respect and fully in compliance with the specifications. If, in a Tenderer's opinion, justification exists for the submission of one or more alternative tender(s) such offer(s) must, as in the case of the main tender(s), be complete in every respect.
- Tenderers are requested to quote per item and to indicate the rate tendered per item.
- Tenderers are required to give a list of major items of plant and/or equipment to be used in the execution of the WORKS and must complete the plant statement where this is attached to the tender documents.
- Tenderers must furnish proof that they have had actual experience in the class of work for which they are tendering and must submit with the tender, a statement of works recently and successfully carried out.
- Compliance of tender(s) with Transnet's Limited requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet Limited in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account.

The attention of Tenderers is particularly directed to the necessity to complete the "Labour Payment Schedule", "The Tender Form" and "Resolution of Board of Directors", where these documents are included in the tender.

The terms of the "Principal Controlled Insurance Policy" is negotiated by Transnet each year, therefore, the conditions of the policy embodied in this tender enquiry/contract is valid only for the period as stated in the policy. In the event of an occurrence that may arise during the course of a contract the rates/conditions of the latest policy i.e. applicable at date of occurrence, shall apply.



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**Special Conditions and Specifications for tree felling Contract  
Vegetation Control**

The Contractor hereby warrants that it is a BEE Influenced Company under the requirements of the BEE Act read with the Codes, it being recorded that the percentage shareholding as proposed by the Contractor and set out in the BEE Plan are held by Black Persons.

The Contractor hereby warrants that it has established a BEE plan in the form set out in the Contractor's Black Economic Empowerment Plan (the "**BEE Plan**") and intended to meet its social obligations with respect to the government's BEE policy.

The Contractor shall for the duration of this Agreement comply with the BEE Plan.

The Contractor shall:

Monitor, audit, and record in an auditable manner, its own implementation and compliance with BEE Plan;

Provide Transnet Freight Rail with such information as Transnet Freight Rail may reasonably requests concerning the implementation by the BEE Plan.

If Transnet Freight Rail reasonably considers that the Contractor is not at any time complying with the BEE Plan then Transnet Freight Rail may make such recommendations, as Transnet Freight Rail considers reasonably appropriate to the Contractor as to the steps it considers should be taken by the Contractor in order for the Contractor to comply with the BEE Plan.

If the Contractor does not implement such recommendations then Transnet Freight Rail may request a meeting with the Contractor to consider such non-compliance. The Parties shall attend such meeting. At such meeting the Parties shall agree whatever action plans and deliverables may be necessary such that once such action plans are implemented and deliverables delivered, the provisions of previous clauses will be complied with. The Contractor shall implement such action plans and deliver such deliverables.

If the Contractor fails to implement the action plans agreed to such failure by the Contractor shall constitute a material breach of contractor entitling Transnet Freight Rail to terminate the contract with immediate effect.

#### **A.12 HEALTH, SAFETY AND ENVIRONMENTAL PLAN**

The SUCCESSFUL Contractor must draw up a Health, Safety and Environmental Plan that will constitute as a guide for a safe working and a healthy environment for the Contractor and his/her employees.

This guide must be present on site on a daily basis for the duration of the Contract and it should be used during the Contractors morning safety discussion sessions before work starts with his/her employees.

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The objective of the Health and Safety Plan is to comply with the terms and norms of the Occupational Health and Safety Act.

**A.13 SITE MEETINGS**

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Technical Officer or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

**A.14 SITE BOOKS**

The Contractor shall provide a site instruction book and a daily diary at the site as directed by the Technical Officer for the duration of the contract. The site diary and site instruction book should be Duplicate books and the site diary must be an A4 size and the site instruction book can be a size below the A4.

The site instruction book shall only be used by the Technical Officer or his/her deputy and will be used for the issuing of instructions to the Contractor.

The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis.

The provision of a calculation book is required on site and daily entries of all operations are requested to be recorded in this book. Neither of these books shall be removed from the site without the permission of the Technical Officer or his/her deputy.

**A.15 TEMPORARY CAMPS**

No facilities are available at the mentioned work areas. The Contractor must arrange for all facilities needed, and these costs must be included in the tendered price. Contractors are not allowed to camp within Transnet rail reserve or within the various sections.

Any toilet facilities brought on the work site must comply with the E4B documentation of the Contract.

Under no circumstances is the Contractor or his/her personnel allowed on Transnet property after sun set or before sun rise at the various work sites.

**A.16 DELAYED DAMAGES**

If a Defect included in the Defects Certificate shows low performance with respect to a level stated in the Contract Data, the Contractor pays the amount of low performance damages in the amount of 60% of the prices rendered by the Contractor.

Transnet Freight Rail reserves the right to approach the Contractor with the second lowest price rendered to complete the works.

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**A.17 VELD FIRES**

Under no circumstances may the Contractor or his/her employees make fires within Transnet property. Any fire which occurs as a result of the Contractor or his/her staff, the Contractor will be held fully responsible and accountable for the occurrence and damages there off. Any damages and costs for these damages will be for the account of Contractor at no charge to Transnet.

**PART B: PROJECT SPECIFICATIONS**  
**VEGETATION CONTROL**  
**Part B**

**B.1 SCOPE**

The scope of this contract covers the control of vegetation including: Tree felling operations and bushes clearing, herbicide usage, hoeing or any associated works, performed by the Contractor on based on their contract term on Transnet property controlled by the Depot Engineer, Kimberley North..

This part covers the techniques, types and required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the control of vegetation required in terms of the contract.

The essence of the contract is that Transnet Freight Rail requires that vegetation to be controlled to a required standard as specified, for the duration of the contract period.

The ways and means by which the above-mentioned results are obtained is the responsibility of the Contractor. Transnet Freight Rail however, have the right to monitor the equipment, materials and activities of the Contractor to ascertain that all procedures are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of the work. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory work.

Failure to comply with the performance proposed by the Contractor in the contract period, the Contractor's tender may form the basis for non-payment for work done, pending the achievement of work and/or termination or cancellation of the contract.

**B.2 DEFINITIONS**

**VEGETATION CONTROL**

**Control is achieved when;**

- Woody plant material, i.e. trees, bushes, reeds and weeds has been cut back to a maximum height of 30 cm.

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- All cut plant material is sprayed with the proper herbicide as registered for specific plant species.
  - Felled tree and bush material with diameter exceeding 150mm is cross cut into lengths of at least 1m sections. Cross cutting will take place immediately after the felling of a particular tree.
  - All cut, dead or dry remains of any vegetation within the work area are removed where it will not constitute a danger to Transnet employee, or it must be removed to a site designated on Transnet property by the Technical Officer or his/her deputy,
  - No cut material falls over or is placed in neighbouring property.
  - Any plant or other material type be removed from the neighbouring property,
  - No plant or other type material is left on the boundary fence of Transnet.
- 
- With regards to work lots as indicated in the Schedule of Service Fees and Cost, the cleaning of all vegetation within the area will be regarded as inclusive to that work lot. If for instance trees and shrubs (1m and higher than 8m) are found within the work area (lot), these species must be regarded as part of the vegetation that needs to be controlled and not separate from the work area. All plant species within the work lot (including grass species) must be cut back to the maximum required height of 30 cm.
  - All plant material overhanging in a work lot area must be removed or cut back.
- 
- **Under no circumstances may the felling of trees take place if the remote possibility exist that such trees, when felled, may endanger the safe passing of trains or could result in trains being delayed, or could cause damage to rail network infrastructure. In these cases the appropriate Transnet personnel must be present on site and sufficient precautions taken i.e. Flagmen must be stationed to warn and or stop approaching rail traffic and or electrical switching has taken place.**

### **B.3 METHOD OF VEGETATION CONTROL**

The Contractor's methods and program shall provide rapid and effective control in all areas. Techniques and programming employed shall therefore be directed at this aim. The Contractor shall carry out immediate action to control growth in all instances where rapid and effective control is not achieved during any period of the contract.

Any deviation from the method of work submitted as by the Contractor shall be subject to the approval of the Technical Officer.

### **B.4 STANDARDS OF WORKMANSHIP**

Cut woody plant material, i.e. trees and bush must be cut to the specified height.

There must be no cut, dead, or dry remains of any vegetation within the work area. In instances where the Contractor is allowed to stack vegetative material elsewhere in the rail reserve, this material will be neatly stacked according to the requirements of the Technical Officer or his/her deputy.

The Contractor must ensure that no plant material fall into the neighbours property, if such instances occur, the Contractor must return to the area that work to rectify the situation at no cost to Transnet.

The Contractor must employ safe and effective methods to ensure good, quality work.

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**B.5 PROGRAMME OF WORK**

The Contractor shall undertake the planning and programming of the work covered in the contract as stipulated in the Schedule of Service Fees and Cost, when it is requested by the Technical Officer.

**B.6 PERFORMANCE MONITORING AND EVALUATION**

The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the work performed.

He/she shall immediately take appropriate remedial action in areas where the specified standard of work is not achieved.

For the duration of the contract period, revisits of the work areas must be employed in order to verify the successful administration of the tree felling. In the instance where re-growth had occurred, it will be the Contractor's responsibility to re-administer tree felling to obtain the necessary success. This will be done at the Contractor's own costs.

The Technical Officer or his/her deputy shall at any time during the operation carry out inspections of the Contractor's performance methods and procedures.

**B.7 SAFETY (GENERAL)**

Before any work is performed, the Contractor must have a safety talk (which is recorded in the Site Diary) with his/her employees to ensure everyone's safety during the day.

The Contractor is reminded that working adjacent to railway lines is hazardous and has to be treated as such. Open fires are not allowed on site. Any fires that may occur should be extinguished immediately at own costs. Any claims due to fire caused by the Contractor will be for his own account.

The Contractor must ensure that no workers and equipment are on or within 3m of the railway line when a train approaches. The Contractor will provide all protection required for the safe working of his personnel.

All material, which exceeds 2 metres in length, shall be carried below head height near live high-voltage equipment. The utmost care must be taken to ensure that no part of material comes within 3 metres of any live high voltage equipment. The Contractor must also inform the people under his control not to use objects like sticks, poles, etc. to remove objects from high-voltage equipment. No water shall be used in the form of a jet if it can make contact with any high-voltage equipment.

Also see safety precautions for working adjacent to and over railway lines in the E7/1 Document. No work is permitted under live high voltage lines. The Contractor must request that the Technical Officer arrange for the necessary occupation before work commences. **Both the Contractor as well as the Transnet Freight Rail representative must sign the working permit before any work may commence under the high voltage line.**

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Vegetation Control**

The Contractor must supply Transnet Freight Rail with a **risk assessment**, from which a Safety plan must be generated for this Project. The Contractor must adhere to this Safety Plan at all times.

**B.8 INSURANCE OF WORKS**

The Contractor shall take every precaution to protect the Works against damage of any nature.

The Contractor shall, for his/her interests, obtain insurance of the work site established: people, materials, plant, equipment and tools as well as insurance for his motor vehicles and the common law liabilities of the Contractor as an employer. Transnet Freight Rail will arrange insurance for Public Liability at its own cost.

**B.9 INSPECTION OF THE WORK**

Inspection of the work will be done within 48 hours (depending on the area distance where the works was completed) and after the Contractor has notified the Technical Officer in writing that the work has been completed. If the work is found to be satisfactory, the Contractor will be paid for the item which was requested by the Technical Officer.

For the duration of this Contract, the Contractor is required to inspect the working process as well as remedial work.

**B.10 REMEDIAL WORK**

The Contractor shall carry out remedial work to all work where the standard of workmanship has not been achieved at no cost to Transnet Freight Rail.

The Technical Officer may, at any time after the inspection order the Contractor to carry out remedial action, which is to be done within 24 hours after being ordered.

Failing to commence with remedial work the Technical Officer may arrange for such action to be carried out by other Contractors at the cost of the responsible Contractor.

**B.11 POLLUTION PREVENTION AND ENVIRONMENTAL AWARENESS**

According to the Environmental Management System of Transnet Freight Rail, pollution must be prevented as far as possible and where pollution occurs due to the negligence of the Contractor, he/she will be responsible for corrective actions.

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**B.12 MEASUREMENT AND PAYMENT**

On the successful completion of every work order given to the Contractor from the Technical Officer and inspections held by the Contractor and the Technical Officer, the Contractor must submit a tax invoices for payment.

The tax invoice must be completed in ink and all the necessary information must be stipulated on the invoice.

The Technical Officer will there after certify the invoice and sign the work off.

Payment for items quoted as in the Schedule of Service Fees and Cost by the Contractor will be payable.

Travelling costs are included in the value of the contract.

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**Special Conditions and Specifications for tree felling Contract**  
**Vegetation Control**

**PROJECT SPECIFICATION FOR TREE FELLING CONTRACT FROM  
 GROEN WATER TO DROE SPRUIT AREA KIMBERLEY NORTH FOR A  
 PERIOD OF 10 WEEKS**

**SCHEDULE OF SERVICE AND PRICES**

LOCATION	KILOMETER POINT	PLANT SIZE/WORK LOT	PRICE
GROEN WATER	176/11	1 SMALL TREE RIGHT	
	176/12	1SMALL TREE RIGHT	
	177/8	1 SMALL TREE RIGHT	
	177/14-177/13	1 MEDIUM TREE R	
	178/1	1 SMAAL TREE R	
	178/2	1 SMALL TREE R	
	178/5	1 MEDIUM TREE R	
	178/8-178/12	WORK LOT /CUTTING & SPRAYING (500M LENGTH AND 4M WIDE)	
	178/14-179/6	18 MEDIUM TREES	
	179/9-179/12	17 SMALL TREES	
	179/16-180/8	WORK LOT 500M 7 4M WIDE	
	180/8-181/1	WORK LOT	
	181/1-181/18	WORK LOT	
	182/5-182/13	8 SMALL TRESS	
	182/14	1 SMALL TREE	
	182/15-182/17	2 SMALL BUSHES	
	183/1-183/4	3 SMALL TREES	
	184/7-184/8	1 SMALL TREE LEFT	
	187/15-188/6	13 small trees left	
	188/7-189/1	Work lot	
189/2-189/8	10 SMALL TREES LEFT		
190/5-190/15	WORK LOT		
190/15-191/10	WORK LOT		
191/10-192/7	WORK LOT		
193/4-193/11	17 SMALL TREES		
194/13-195/3	18 SMALL TREES + 2 MEDIUM L & R		
TSANTSABANE	195/4-195/8	WORK LOT L&R	
	196/4-196/04	WORK LOT LEFT	
	196/14-197/9	WORK LOT L	
	197/9-198/4	WORK LOT L& R	
	198/5	198/13 WORK LOT LEFT	



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**Special Conditions and Specifications for tree felling Contract**  
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	199/9-200/4	WORK LOT	
POSTMANSBURG	200/4-200/14	WORK LOT LEFT	
	201/1-201/11	WORK LOT	
	201/11-202/6	WORK LOT LEFT	
	202/6-202/14	5 MEDIUM TREES + 13 SMALL TREES	
	202/14-203/9	WORK LOT LEFT & RIGHT	
	208/7-208/14	CUTTING LENGTH 500M & 4M WIDE	
	209/1-209/8	CUTTING	
	210/1-211/15	1 MEDIUM TREE	
BEESHOEK	213/23-213/28	10 SMALL TREES	
	213/36	2 SMALL TREES R	
	214/2-214/5	8 SMALL TREES RIGHT	
	214/11215/5	WORK LOT R	
	512/5-215/15	WORK LOT RIGHT	
	216/1-216/14	WORK LOT	
	217/11-218/5	WORK LOT L&R	
	218/5-218/10	WORK LOT L&R	
	219/11-220/5	WORK LOT R	
	220/5-220/15	WORK LOT R	
BOUKOPIE	222/3-222/13	WORK LOT R	
	222/13-223/8	WORK LOT L& R	
	223/9-224/5	WORK LOT L&R	
PALINGPAN	227/9-228/9	WORK LOT	
	229/1-229/11	WORK LOT LEFT	
	229/11-230/5	WORK LOT L	
	230/5-230/15	WORK LOT L	
GLOSAM	232/12-232/13	2 LARGE TREE R	
	232/12-233/5	WORK LOT LEFT	
	233/5-233/17	WORK LOT L	
	234/1-234/11	WORK LOT LEFT	
	234/11-235/5	WORK LOT LEFT	
ERSTRAND	235/5-325/14	WORK LOT LEFT	
	236/12-237/5	WORK LOT RIGHT	
	237/5-237/13	WORK LOT L&R	
	237/13-238/5	WORK LOT R	
	328/5-238/14	WORK LOT R	
	239/18-240/6	WORK LOT	
LOHATLHA	242/16-243/10	WORK LOT R	
	243/10-244/5	WORK LOT R	
	244/5-244/15	WORK LOT R	
	245/1-245/9	WORK LOT R	
	246/7-246/15	WORK LOT R	
	247/1-247/11	WORK LOT R	
	247/8	MEDIUM TREE L	

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**Special Conditions and Specifications for tree felling Contract**  
**Vegetation Control**

	247/11-248/3	WORK LOT RIGHT	
	248/15-249/10	WORK LOL R	
	249/10-250/2	WORK LOT RIGHT	
	250/3-250/13	WORK LOT R	
BOSLEEGTE	252/1-252/9	WORK LOT R	
	253/4-253/14	WORK LOT L&R	
	253/14-254/7	WORK LOT L&R	
	254/7-254/16	WORK LOT L&R	
	255/1-255/11	WORK LOT L	
	255/16-256/10	WORK LOT L	
	256/10-257/2	WORK LOT L&R	
	257/2-257/9	WORK LOT L	
	258/15-259/7	RATE FOR CLEARING VEGETATION IN CUTTING AREA PER METER SQUARE	
	259/19-260/3	5 SMALL TREES LEFT	
	260/5-260/9	CUTTING	
	260/11-260/16	WORK LOT L & R	
	261/12-262/1	RATE FOR CLEARING VEGETATION IN CUTTING AREA PER METER SQUARE	

BOSLEEGTE	263/7-263/13	20 MEDIUM TREES	
DROESPRUIT	263/13-263/20	RATE FOR CLEARING VEGETATION IN CUTTING AREA PER METER SQUARE	
	264/6-264/12A	15 SMALL TREES AND 16 MEDIUM TREES L & R	
	264/15B-264/17	8SMALL TREES L& R	
	264/18-265/16	13 SMAAL TREES 15 MEDIUM TREES LEFT & RIGHT	
	265/17-266/2	RATE FOR CLEARING VEGETATION IN CUTTING AREA PER METER SQUARE	
		TRAVELLING RATE PER (KM)	
		SUB TOTAL	
		VAT	
		TOTAL	

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Special Conditions and Specifications for tree felling Contract  
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**RIGHT = R**

**LEFT = L**

**WORK LOT = 500m length & 4m wide**

**RATE FOR CLEARING VEGETATION IN CUTTING AREA PER METER  
SQUARE = CUTTING (RATE PRICING PER METER SQUARE)**

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POB 13763

**RFQ FOR THE VEGETATION CONTROL (TREE FELLING) FROM GROENWATER TO DREOSPRUIT FOR A PERIOD OF TEN (10) WEEKS**

**ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM**

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

**1. INTRODUCTION**

- 1.1 A total/maximum of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

**2. GENERAL DEFINITIONS**

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;

- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.

- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall 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 [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

**5. B-BBEE STATUS AND SUBCONTRACTING**

**5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:**

B-BBEE Status Level of Contributor \_\_\_\_\_ 1 \_\_\_\_\_ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

**5.2 Subcontracting:**

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? .....%
- (ii) The name of the subcontractor .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? YES/NO

**5.3 Declaration with regard to Company/Firm**

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporations



Company (Pty) Ltd

(v) Describe Principal Business Activities

.....  
.....  
.....

(vi) Company Classification [TICK APPLICABLE BOX]

Manufacturer

Supplier

Professional Service Provider

Other Service Providers, e.g. Transporter, etc.

(vii) Total number of years the company/firm has been in business.....

**BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
  - (e) forward the matter for criminal prosecution.

**WITNESSES:**

1. ....

2. ....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....



## ANNEXURE B: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which their ownership, management control, Supplier Development, Preferential Procurement and Enterprise Development will be maintained or improved over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.

Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.

OWNERSHIP INDICATOR	Required Responses	Current Status (%)	Future Target (%)
1. The percentage of the business owned by Black <sup>1</sup> persons.	<i>Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
2. The percentage of your business owned by Black women.	<i>Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
3. The percentage of the business owned by Black youth <sup>2</sup>	<i>Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
4. The percentage of the business owned by Black persons living with disabilities	<i>Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
5. New Entrants <sup>3</sup> (Early stage business)	<i>Provide a commitment based on the extent to which new entrants will be supported over the contract period.</i>		

1 "**Black**" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

2 "**Black youth**" means Black persons from the age of 16 to 35

3 "**New Entrants**" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

MANAGEMENT CONTROL INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
6. The percentage of Black Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
7. The percentage of Black female Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
8. Black Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
9. Black female Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
<b>Other Executive Management</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
10. Black Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
11. Black Female Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
<b>Senior Management</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
12. Black employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day <b>senior management</b> of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of <b>overall strategy</b>, over the contract period.</i>		
13. Black female employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day <b>senior management</b> of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of <b>overall strategy</b>, over the contract period.</i>		
<b>Middle Management</b>	<b>Required Response</b>	<b>Current</b>	<b>Future</b>

		Status (%)	Targets (%)
14. Black employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the <b>middle management</b> cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the <b>day to day management</b> of the organisation, over the contract period.</i>		
15. Black female employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks females that would be retained or appointed by the organisation in the <b>middle management</b> cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the <b>day to day management</b> of the organisation, over the contract period.</i>		
<b>Junior Management</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
16. Black employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
17. Black female employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
<b>Employees with disabilities</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
18. Black employees with disabilities as a percentage of all employees	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>		
<b>PREFERENTIAL PROCUREMENT INDICATOR</b>	<b>Required Responses</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
19. B-BBEE procurement spend from all Empowering Suppliers <sup>4</sup> based on the B-BBEE procurement	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</i>		

<sup>4</sup> "Empowering Suppliers" means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:

(a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.

(b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.

(c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.

(d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.

recognition level as a percentage of total measured procurement spend			
20. 20 B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i>		
21. B-BBEE procurement spend from Exempted Micro-Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i>		
22. B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</i>		
23. B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i>		
24. B-BBEE Procurement Spent from Designated Group <sup>5</sup> Suppliers that are at least 51% Black owned	<i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i>		

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<sup>5</sup> **"Designated Groups"** means:

- a) unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
- b) black people who are youth as defined in the National Youth Commission Act of 1996;
- c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- d) black people living in rural and under developed areas; and
- e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

<b>SUPPLIER DEVELOPMENT INDICATOR</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Target (%)</b>
25. Annual value of all Supplier Development <sup>6</sup> Contributions made by the Measured entity as a percentage of the target	<i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</i>		
<b>ENTERPRISE DEVELOPMENT INDICATOR</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Target (%)</b>
26. The organisation's annual spend on Enterprise Development <sup>7</sup> as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i>		

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<sup>6</sup> **"Supplier Development"** means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

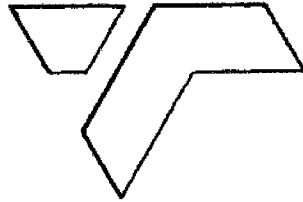
(a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.

Supplier Development within the context of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

<sup>7</sup> **"Enterprise Development"** means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;

# TRANSNET



**LIMITED**

(REGISTRATION NO.1990/000900/06)

**TRADING AS TRANSNET FREIGHT RAIL**

## MINIMUM COMMUNAL HEALTH REQUIREMENTS IN AREAS OUTSIDE THE JURISDICTION OF A LOCAL AUTHORITY : TEMPORARY FACILITIES FOR CONTRACTOR'S PERSONNEL

### 1. CAMPS

- 1.1 Prior to the erection of any camp, the Contractor shall submit to the Technical Officer, for his approval, details of his proposals as to the site, water supply, sanitation, and size and type of buildings. Where the site is on private land, the Contractor shall submit the written approval for the use of the site of the relevant statutory authority and of the owner and occupier of the land (as applicable).
- 1.2 Camps must not be erected on land infested with field rodents.
- 1.3 Adequate drainage shall be provided to carry off storm and waste water.
- 1.4 Buildings shall be built to a neat and orderly pattern.
- 1.5 All buildings shall have smooth, hard, impervious floors, graded to provide effective drainage and to permit washing.
- 1.6 Camps shall be maintained by the Contractor at his own expense in a clean and tidy condition. The Contractor shall take such steps as the Technical Officer and landowner/occupier may demand to prevent the creation of a nuisance.
- 1.7 When so instructed by the Technical Officer, the Contractor shall, at his own expense, erect suitable screens between the camp and any public road, thoroughfare or railway line.
- 1.8 After removal of a camp, the Contractor shall, at his own expense, restore the site to its original condition to the satisfaction of the Technical Officer and of the landowner and occupier where the site is on private land.

**2. HOUSING**

- 2.1 Every living room shall have cross ventilation, both constant and occasional. Where only one window is provided, it shall not be in the same wall as the door.
- 2.2 Dimensions of living rooms shall be sufficient to allow 3.5 square metres of floor area and 11 cubic metres of air space for each person over the age of 10 years. The floor area of any living room shall not be less than 7,8 square metres.
- 2.3 Flat-roofed quarters shall have a minimum roof height of 3 metres above floor level. For quarters with pitched roofs, the wall height shall be not less than 2,6 metres above the floor with a minimum height above floor of 3 metres at the top of the pitch.
- 2.4 Doors shall not be less than 2m x 0,75m and must be halved.
- 2.5 Windows of each living room shall have an area not less than one twelfth of the floor area and shall be capable of opening to at least half their full area.
- 2.6 In areas where malaria is prevalent, doors and windows must be fitted with gauze screens.
- 2.7 Cooking shelters shall comprise roofed structures, three sides of which shall be enclosed by a weatherproof material, approved by the Technical Officer to a height of at least 1m above ground level.
- 2.7.1 Sleeping quarters shall not accommodate more than 8 persons per room.
- 2.7.2 Pegboards shall be carried on metal or concrete supports and shall be separated by partitions not less than 0,4 metres high extending to within 150mm of the end of the bunk. Pegboards shall be removable for cleaning.

**3. WATER SUPPLY AND ABLUTION FACILITIES**

- 3.1 The Contractor shall ensure that an adequate and conveniently situated supply of potable water is provided.
- 3.2 Separate buildings for ablution facilities shall be provided. Where approval has been obtained for the housing of both males and females, separate facilities for each sex shall be provided. The proportion shall be 1 cubicle for 20 persons.
- 3.3 Waste water shall be hygienically disposed of.



#### 4. SANITATION

- 4.1 Separate buildings for latrine facilities shall be provided. Where housing are provided for both males and females, separate facilities for each sex shall be provided. The proportions shall be at least one squatting seat for every 15 persons or less in the case of pit latrines, or one for every 10 persons or less in case of pail latrines.

Latrines shall be fly proof and sited at least 10 metres from any other building, and shall not face on any public road, thoroughfare, railway line or residential property. Pits shall not be less than 2,5 metres deep and sited not less than 120 metres from nearest underground water source.

- 4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.
- 4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.
- 4.4 Labour shall be employed on camp sanitation duties on the following basis:-
- 4.4.1 Where the number of persons living at the camp is 20 or less - one unit.
- 4.4.2 For additional numbers over 20 living at the camp - one unit per 100 or part thereof.
- 4.5 Unless refuse is removed by a competent authority, it shall be disposed of in pits and covered over daily with a layer of earth or ash of sufficient thickness to prevent depredations by rodents and the breeding of flies.
- 4.6 Adequate measures shall be taken against all vermin and insects responsible for the spread of disease. Any instructions of a competent health authority shall be carried out promptly and implicitly.
- 4.7 Buildings and bedboards shall be treated whenever necessary with an approved insecticide.
- 4.8 The Contractor shall permit and facilitate inspection of the camp and structures on the site by the staff of Transnet or any other competent authority, and shall comply with any reasonable request by such staff or any other competent authority to eliminate any unsanitary condition.

**SPECIFICATION E4.B**  
(November 1996)

- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Technical Officer.
- 4.10 The keeping of animals of any sort is not permitted.
- 4.11 The Contractor shall have on hand at the camp the necessary tools, disinfectants and cleaning materials to maintain and clean the sanitary facilities.

**5. RATIONS**

Rations, where supplied by the Contractor, shall be stored in a suitable and rodent proof building with sufficient shelving.

P02b-06 (JLH)

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**TRANSNET LIMITED**

(Registration no. 1990/00900//06)

**SAFETY HEALTH AND ENVIRONMENTAL (SHE) SPECIFICATIONS  
FOR CONTRACTORS****AND****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 SHE 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 TFR Contract Representative/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: -

## E.4E Transnet (Feb 2011)

- (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 **“Safety, Health and Environmental (SHE) 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 **“Safety, Health and Environmental (SHE) 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:-

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- (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, TFR Contract Representative/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 (e.g Construction Site Supervisor, Construction Safety Officer etc) and deliver copies thereof to the TFR Contract Representative/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 TFR Contract Representative/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 TFR Contract Representative/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 TFR Contract Representative/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 TFR Contract Representative/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

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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 SHE Plan, including safe work procedures to mitigate, reduce or control the risks identified;
  - (d) a monitoring and review plan.
- 5.4 The SHE 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 TFR Contract Representative/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

## E.4E Transnet (Feb 2011)

- (f) the introduction of control measures for ensuring that the SHE Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the TFR Contract Representative/TFR Contract Representative/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 TFR Contract Representative/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 TFR Contract Representative/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 SHE Plan is implemented and maintained on the construction site. Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's SHE 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 SHE Plan is available on site for inspection by an inspector, TFR Contract Representative/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 SHE 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;

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- 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 TFR Contract Representative/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. Safety, Health and Environmental (SHE) File

- 8.1 The Contractor shall ensure that a SHE 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 TFR Contract Representative/Technical Officer, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his SHE Plan as well as any subcontractor's SHE Plan is available on request to an employee, inspector, contractor or the TFR Contract Representative/Technical Officer.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the TFR Contract Representative/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.

## 9. Medical Surveillance

- 9.1 The contractor shall ensure that all the appropriate medical surveillance documents are available as required by the Act and be kept in the safety file.

## 10. Substance Abuse

- 10.1 All contractors must comply with the TFR Substance Abuse Policy and Regulation 2A of the General Safety Regulations, .



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**11. Incidents/Occurrences**

- 11.1 All incidents referred to in Regulation 9 of General Administration Regulations of the Act involving the contractor and his subcontractor on Transnet Ltd premises, shall be reported as prescribed. TFR hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on TFR premises.
- 11.2 TFR Contract Representative must be informed of the above incidents/occurrences before the end of shift when the incident/occurrence occurred.

**12 Monthly Safety Reports**

- 12.1 All Contracts of more than 1 month shall provide a monthly safety report as required by TFR

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ENVIRONMENTAL CONTRACT CLAUSES
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## INSTRUCTIONS

Except as set forth below, the content of this document when included within a contract shall not be changed, modified or altered in any way.

## CONDITIONS OF CONTRACT

1. The Contractor shall identify, document and comply with all pertinent Environmental laws and associated Regulations, approvals, licenses and permits which are applicable to the Services and activities undertaken
2. Before commencement with any of the services to be rendered to TFR, the Contractor shall make available all personnel who will be working on the specified contract to be given environmental induction training. All Contractors' Personnel arriving on the Site shall attend such induction.
3. The Contractor shall adhere to all instructions issued by Project Manager or his /her delegated person in promotion of environmental management and legal compliance.
4. The Contractor shall determine the correct positioning of topsoil stockpiling to avoid massive disturbance and prepare the topsoil for reuse during landscaping.
5. Concrete shall not be mixed directly on the ground or any other permeable surface. Should concrete batching activities occur, these should be located in the designated area on site with low environmental sensitivity levels.
6. All excess concrete shall be removed from site on completion of plastering or concrete pouring and disposed of in an environmentally acceptable manner.
7. The Contractor shall ensure that his or her employees are aware of the procedures to be followed when dealing with spills and leaks, which shall include notifying the relevant authorities and TFR as required in terms of NEMA, 1998 and NWA, 1998. The Contractor shall ensure that all necessary material and equipment required for use during clean – up/rehabilitation of spills and leaks are available on site at all times. Treatment, remediation and/or rehabilitation of contaminated areas shall be undertaken to the

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- reasonable satisfaction of the TFR Environmental Control Officer or relevant Environmental Specialist.
8. Contractor shall be solely responsible for the control of dust generated from his or her activities. Excavation, handling and transport of erodable material shall be avoided under aggressive wind conditions or when a visible dust plume is present. If dust damping measures are deemed inadequate, working must cease until the wind speed drops to an acceptable level.
  9. Construction activities generating output levels of 85 db (A) or more shall be confined to the hours 08h00 to 17h00 Mondays to Fridays (close to residential areas).
  10. No on-site burying or dumping of waste material shall occur. Waste must be collected by a licensed waste transporting contractor and disposed of at a licensed disposal site. Disposal certificate must be made available to TFR on request.
  11. Waste bins must be provided in sufficient number and capacity to store solid waste produced on a daily basis. These bins must be kept closed and emptied regularly.
  12. A designated re-fuelling area (s) must be provided. The re-fuelling area must be protected from hydrocarbon spillage to the reasonable satisfaction of the TFR Environmental Control Officer or Relevant Environmental Specialist. As a minimum requirement, re-fuelling and workshop areas shall have a bunded floor surface and stormwater collection mechanism. Refuelling shall always be accompanied by the use of drip trays.
  13. The Contractor must notify the Project Manager immediately of any pollution incident. An incident record system shall be maintained on site for inspection by TFR and relevant authorities.
  14. All vehicles and equipments shall be kept in good working condition. All leaking equipments shall be repaired immediately or removed from site. All vehicles and equipment shall be maintained not emit excessive noise.
  15. In case of major hydrocarbon spill or leakage as a result of equipment failure, Project Manager must be made aware of such event and the affected area must be fenced off and be cleaned immediately to the reasonable satisfaction of the TFR Environmental Control Officer to prevent contamination of soil and both surface and groundwater.
  16. The Contractor shall ensure that no spillage occurs when toilets are being cleaned or emptied and that the contents are removed from site by a licensed service provider.
  17. The use of borrow pits for the construction of access roads must comply with the provisions of Minerals and Petroleum Resources Development Act of 2004 as amended and should not be located inside the border of any protected area (e.g. Nature Reserve).

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18. All disturbed areas must be rehabilitated to the reasonable satisfaction of TFR Environmental Control Officer or Relevant Environmental Specialist.
19. Transportation, handling and storage of all substances classified as hazardous must comply with the provisions of the Hazardous Substances Act, 15 of 1973, relevant Regulations and SANS Codes.
20. Archaeological remains, artificial features and structures older than 60 years are protected by the Natural Heritage Resources Act, 25 of 1999. Should any archaeological artefact be exposed during construction or any contract work, such work must be stopped immediately. The TFR Environmental Control Officer must be called in for inspection and to recommend the way-forward. Under no circumstances may any artefacts be destroyed or removed from site.
21. The extraction of water for construction purposes must at all times comply with licensing requirements of Department of Water Affairs, where applicable. Extraction of water from a stream or a river requires approval.
22. Blasting work that may be required on site shall be carried out entirely within the provisions of the Explosives Act, 26 of 1956 and other relevant engineering and safety standards.
23. Office and camp sites shall be established, as far as is practicable, outside the flood plain, above the 1:50 flood level mark within the boundaries of the construction area.
24. No camp or office site shall be located closer than 100 metres from a stream, river, spring, dam or pan.
25. The area chosen for these purposes shall be the minimum reasonably required and which will involve the least disturbance to vegetation.
26. Camps and site offices shall be fenced (where necessary) in consultation with the landowner.
27. The Project Manager or TFR Contract Representative may, at his or her discretion stop any work, activity or process not in accordance with Environmental laws and associated Regulations, approvals, licenses and permits
23. The contractor shall preserve wild life in terms of the NEMA.

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT 85, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

\_\_\_\_\_

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

\_\_\_\_\_

2. Principal contractor's compensation registration number:

\_\_\_\_\_

3.(a) Name and postal address of client:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

8. Nature of the construction work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Expected commencement date: \_\_\_\_\_

10. Expected completion date: \_\_\_\_\_

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

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

\_\_\_\_\_

13. Name(s) of contractors already chosen.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**Principal Contractor**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Client**

\_\_\_\_\_

**Date**

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

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

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**ANNEXURE 2**

**(COMPANY LETTER HEAD)**

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

**SECTION/REGULATION:** \_\_\_\_\_

**REQUIRED COMPETENCY:** \_\_\_\_\_

In terms of \_\_\_\_\_ I, \_\_\_\_\_

representing the Employer) do hereby appoint \_\_\_\_\_

As the Competent Person on the premises at \_\_\_\_\_

(physical address) to assist in compliance with the Act and the applicable Regulations.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date :** \_\_\_\_\_

**Signature :-** \_\_\_\_\_

**Designation :-** \_\_\_\_\_

**ACCEPTANCE OF DESIGNATION**

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

**Date :** \_\_\_\_\_

**Signature :-** \_\_\_\_\_

**Designation :-** \_\_\_\_\_

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**ANNEXURE 3**

**(COMPANY LETTER HEAD)**

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

**DECLARATION**

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

*Signature :-* \_\_\_\_\_

*Date :* \_\_\_\_\_

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**ANNEXURE 4**

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

**SITE ACCESS CERTIFICATE**

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

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

In terms of your contract/order with \_\_\_\_\_  
(company)

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

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

Signed : \_\_\_\_\_ Date : \_\_\_\_\_  
*TECHNICAL OFFICER*

**ACKNOWLEDGEMENT OF RECEIPT**

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

Name : \_\_\_\_\_ Designation : \_\_\_\_\_

Signature : \_\_\_\_\_ Date : \_\_\_\_\_