



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No MMC-ERAC-NPG-012374

RENOVATE NELSPRUIT INFRA OFFICE - 02AH055P

FOR THE: RENOVATE NELSPRUIT INFRA OFFICE - 02AH055P

BRIEFING SESSION: 08 November 2013

PLACE: MARULA BOARDROOM

NELSPRUIT DEPOT

TIME: 10:00

CONTACT PERSON: ARINAO NEMBILWI

CELL: 083 555 0230

Bus: 012 315 3214

ISSUE DATE: 31 October 2013

CLOSING DATE: 19 November 2013

CLOSING TIME: 10:00

VALIDITY DATE: 31 January 2014

Section 1

NOTICE TO BIDDERS

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

METHOD: [Submit physically]
CLOSING VENUE: [Transnet Freight Rail Tender Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington road, Parktown, Johannesburg]

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.

On or after **31 October 2013**, the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Tender Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington road, Parktown, Johannesburg

Reference: **ERAC-NPG-012374**

RFQ documents will only be available until 15h00 **Thursday, 07 November 2013**

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 FORMAL BRIEFING

A compulsory information briefing will be conducted at Marula Boardroom - Nelspruit Depot On Friday, 08 November 2013 at 10h00 for a period of ± 1 - 2 hours.

[Respondent to provide own PPE, transportation and accommodation].

Contact person: Arinao Nembilwi on 083 555 0230

2.1 A Certificate of Attendance in the form set out in Section 14 hereto must be completed and submitted with your Quotation.

2.2 Respondents failing to attend the compulsory site meeting and/or RFQ briefing will be disqualified.

2.3 Respondents without a valid RFQ document in their possession will not be allowed to attend the site meeting and/or RFQ briefing.

3 THE BRIEFING SESSION WILL START PUNCTUALLY AT 10H00 AND INFORMATION WILL NOT BE REPEATED FOR THE BENEFIT OF RESPONDENTS ARRIVING LATE.

4 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.

4.1 B-BBEE Scorecard and Rating

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

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of **60 (Sixty points)**.
- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Goods or Services.
- The 80/20 preference point system applies where the acquisition of the Goods or Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- The 90/10 preference point system applies where acquisition of the Goods or Services will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.
- In this RFQ, Transnet will **80/20** preference point system prescribed in the PPPFA.

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

- (i) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- (ii) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.
- Enterprises will be rated by such agencies based on the following:

a) Large Enterprises [i.e. annual turnover greater than R35 million]:

Rating level based on all seven elements of the B-BBEE scorecard

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

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

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

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

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

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

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

Transnet will accordingly allocate a maximum of **10/20 [ten/twenty] points** in accordance with the **80/20 / 90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. *[Refer **Annexure A- B-BBEE Preference Points Claim Form** for further details].*

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

5 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: **Prudence Nkabinde**

Email: **prudence.nkabinde@transnet.net**

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with

Matete Madisha on any matter relating to its RFQ response:

Telephone **013 656 4254**

Email **Matete.Madisha@transnet.net**

6 Tax Clearance

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

7 VAT Registration

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

8 Legal Compliance

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

9 Changes to Quotations

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

10 Pricing

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

11 Prices Subject to Confirmation

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

12 Negotiations

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

13 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.

14 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 / services 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.

Transnet reserves the right to lower the threshold for Technical by **60%** [sixty percent] if no Bidders pass the predetermined minimum threshold or if only one bidder passes the threshold. This right will be exercised in Transnet's sole discretion.

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

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

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

NATURE OF BREACH:

DATE OF BREACH:



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

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15 Evaluation Criteria

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

- **Administrative responsiveness (Phase 1)** - Completeness of response and returnable documents
- **Substantive responsiveness (Phase 2)** – Prequalification criteria, if any, must be met
- **Technical threshold of 60 % (Phase 2):** Compliance to specification / quality, previous performance, delivery lead-time

Weighted evaluation based on 80/20 preference point system (Phase 3)

The evaluation will have a 3 Phases approach.

Phase 1 will be an **Administrative Responsiveness** determining phase to proceed to phase 2 and those that comply, will progress to be competitively evaluated in phase 3.

Minimum criteria for progressing from phase 1 to phase 2 is detailed below: (Transnet will apply the following criteria; not necessarily in this order, phase 1 of the evaluation)

PHASE 2 – FUNCTIONAL EVALUATION

- **Health, Risk and Safety Plan**
- **Delivery period**
- **Experience**
- **Technical Capacity/Resources including Plant And Equipment**

PHASE 3

The bidders that have successfully progressed through to Phase 3 will be evaluated in accordance with the **80/20 preference point system** contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2011)

Weighted evaluation based on 80/20 preference point system:

Pricing

- Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.
- Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

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



Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

P_s = Score for the Bid under consideration
 P_t = Price of Bid under consideration
 P_{min} = Price of lowest acceptable Bid

- B-BBEE status of company

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

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

Description	Total
Price	80
BBBEE	20
Total	100

16 Validity Period

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

This RFQ is valid until 31 January 2014.

17 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

18 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

19 Disclosure of Prices Quoted

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

YES ☐ NO ☐

20 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 **mandatory Returnable Documents**, as detailed below.

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

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

Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE : Technical Submission/Questionnaire	

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

Failure to provide all these Returnable Documents 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 essential Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	



Returnable Documents	Submitted [Yes or No]
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if C.C.]	
- Entity's letterhead	
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	
ANNEXURE A – B-BBEE Preference Points Claim Form	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFQ Documents	
SECTION 8 : General Bid Conditions - Services	
SECTION 9 : STANDARD TERMS AND CONDITIONS OF CONTRACT	
SECTION 10 : RFQ Declaration Form	
SECTION 11 : Breach of Law	
SECTION 12 : Bid Clarification Request Form	
SECTION 13 : Service Provider Code of Conduct	
SECTION 14 : Certificate of attendance of Site Meeting / RFQ Briefing	
SECTION 15 : NON-DISCLOSURE AGREEMENT [NDA]	
SECTION 17 : E4B – Minimum Communal Health Requirements	
SECTION 18 : E4E – Safety arrangements and Procedural compliance	
SECTION 19 : BBD8210 Version 1 – E7/1 – Specification to general work and works on, over, under or adjacent to railway lines and near high voltage equipment	
SECTION 20: SCHEDULE OF PLANT AND EQUIPMENT	
Risk and safety plan	
List of plant and methods of operation to be used	

Failure to provide all the above-referenced returnable documents listed will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Quotations.



20.1 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and B-BBEE Accreditation Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [the **Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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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 and 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.

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1 REFERENCES

Please indicate below the company names and contact details of existing customers

Company Name	Nature of work	Value of work	Contact person	Contact details	Year completed

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whom Transnet may contact to seek third party evaluations of your current service levels:



2 SCOPE OF REQUIREMENTS

PROJECT SPECIFICATION

CIVIL AND ELECTRICAL MAINTENANCE UPGRADE OF OFFICE BUILDINGS AT NELSPRUIT INFRA 02AH055P

APPENDIX 1

- 1.0 SCOPE
- 2.0 GLOSARY TERMS
- 3.0 INFORMATION REQUIRED FROM TENDERERS
- 4.0 REFERENCES
- 5.0 INSTALLATION
- 6.0 CIVIL WORK
- 7.0 SERVICE CONDITIONS
- 8.0 TENDERING PROCEDURE
- 9.0 GUARANTEE
- 10.0 MAINTENANCE SCHEDULE

APPENDIX 2

PROJECT WORK SPECIFICATION

- 1.0 SCOPE
- 2.0 GENERAL CIVIL WORKS
 - 2.1 **BUILDINGS**
 - 02AH055P- REPAIR, RENOVATE AND PAINT INFRA OFFICE BUILDING
- 3 SITE INSPECTION
- 4 GENERAL

APPENDIX 3

TECHNICAL DATA SHEET

APPENDIX 4

SCHEDULE OF REQUIREMENTS & DEVIATIONS

APPENDIX 5

SCHEDULE OF WORK AND PRICES

APPENDIX 1

1.0 SCOPE

1. This appendix together with accompanying appendix 2 and 3 calls for the Civil and Electrical Maintenance, renovations of INFRA building in Nelspruit in Mpumalanga and shall in all respects comply with all regulations.

2.0 GLOSARY OF TERMS

- 2.1 MOS Act means the Machinery and Occupational Safety Act (Act 6 of 1983)
- 2.2 OHS Act means the Occupational Health and Safety Act (Act 85 of 1993)
- 2.3 SANS means the South African National Standards.
- 2.4 SANS 10400 means the code of practice for civil work of buildings premises.

3.0 INFORMATION REQUIRED FROM TENDERERS.

- 3.1 Company profile.
- 3.2 SARS TAX clearance certificate.
- 3.3 Letter of good standing.
- 3.4 VAT registration certificate.
- 3.5 Company registration certificate copy.
- 3.6 CIDB GB1 certificate copy.
- 3.7 BBBEE accreditation certificate copy.
- 3.8 All nameplate information in the order as listed in SANS.
- 3.9 Descriptive pamphlets and brochures of equipment offered.
- 3.10 An electrical certificate of compliance for work performed.
- 3.11 All Civil material offered shall be SANS approved.
- 3.12 All information requested in appendix 3 accompanying this schedule.
- 3.13 Failure to submit the above information may preclude a tender from consideration.

4.0 REFERENCES.

The following publications (latest edition) are referred to herein and used to compile this specification:

- 4.1 **Occupational Health and Safety Act:-**
 - i. Act 85 of 1993 - OHS Act
 - ii. Act 6 of 1983 - MOS Act
- 4.2 **South African Bureau of Standards:-**
 - i. SANS 10400
 - ii. SANS 10142-1

5.0 INSTALLATION.

- 5.1 Unless otherwise stated in appendix: 2, the contractor shall be responsible to restore all walls and floor waterproofing where overturned during construction.

6.0 CIVIL WORK

- 6.1 Openings in the walls, floors, roofs etc for the fan extraction equipment shall be the responsibility of the contractor.
- 6.2 The contractor shall ensure that all openings are made weatherproof and that the paintwork be restored to the original colour.
- 6.3 The contractor shall be responsible to seal off and weatherproof all openings where old equipment has been removed.
- 6.4 The contractor shall be responsible for the cleaning off of all access materials spilled or rolled down into walls and floors



7.0 ELECTRICAL WORK

- 7.1 The contractor shall ensure that all electrical work are being carried out in the safest manner possible and by the competent person.
- 7.2 the contractor shall ensure that all cables and/or wires are neatly laid and secured to absolute minimization of risks

8.0 TENDERING PROCEDURE

- 8.1 Tenderers shall indicate clause-by-clause compliance with the specification. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance. Tenderers to elaborate on their response to a clause can use this document.
- 8.2 The tenderer shall motivate a statement of non-compliance.
- 8.3 The tender shall provide a breakdown in prices stating the tender price and work to be done for each major portion of the contract.

9.0 GUARANTEE

- 9.1 All work shall be guaranteed against faulty workmanship and/or material for a period of a year/ 12 months after acceptance of the installation. The contractor shall be responsible for servicing of the equipment during that period.

10.0 MAINTENANCE SCHEDULE

- 10.1 Contractors must submit with their tenders, a maintenance schedule as per the Manufacturer's recommendation for the specific products supplied. The schedule will include the cleaning (taking into account the operational environment of the premises) and the replacement cycle of the given device for the duration of their guarantee period.

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APPENDIX 2

PROJECT SPECIFICATION

1.0 SCOPE OF WORK

- 1.1 This specification calls for the repair, supply and installation of both Civil and Electrical Maintenance Upgrade of office Buildings in **Nelspruit infrastructure depot in Mpumalanga** and shall in all respects comply with all regulations

2.0 GENERAL SCHEDULE OF WORKS

2.1 OPERATIONS RENOVATIONS AND MAINTENANCE OF INFRA OFFICE BUILDING AT NELSPRUIT

- 2.1.1 Prepare **interior walls** by removing all loose flakes, repair any wall cracks, holes or broken plaster, and then apply one coat Dura 65 white and Two coats WEATHERGUARD, Barely Beige code -**3H1-1**
- 2.1.2 Prepare **ceiling** by Clean, removing all loose flakes, seal, close all bolted nails, then apply Two coats Dulux Dura 65 PVA white Code M3701700.
- 2.1.3 shall prepare **All Windows** by Clean, removing all loose flakes, seal, close all bolted nails, and apply one coat white Du Lux universal under coat and two coats Dulux Pearl glo Lockness code - 3L1-5- exterior and interior
- 2.1.4 Remove, replace and install Nu-Tec ceiling 3mm thick complete with cover strips and matching cornice
- 2.1.5 Build /**Make and install sink with cabinet. Cherry wood melamine with double drop-in -sink and grey granite top and back splash 100mm** (two sides). Build half brick wall at front, back and sides. Provide tile skirting at front to match existing floor tiles. Cabinet to rest on half brick wall. **Replace mixer complete with cobra heavy duty**, connect to drain. Size of cabinet **1,80m**
- 2.1.6 Demolish sink complete, re-plumb water supply for new sink with copper pipe and discontinue pipes not to be used anymore
- 2.1.7 Demolish wall tiles, Remove cornice, chip floor, apply pro-grip and fit 200x200mm white glazed tiles from floor to ceiling Refit cornice, supply and install plastic edge strips in all edges, use dove grey grout.
- 2.1.8 Demolish existing basin, Supply and install porcelain wash hand basin 560mm wide complete with cobra heavy duty pillar taps, anti-vac bottle trap and connect to drain and water supply. Supply each with cobra ball-o-stop, connect to water and drain
- 2.1.9 **Paint door frames and doors** one coat white Du Lux universal under coat and two coats Dulux Pearl glo Lockness code - **3L1-5**- exterior and interior
- 2.1.10 **Sand off doors and frames** and apply **two** coats clear varnish (satin) finish.
- 2.1.11 Demolish wall tiles, Remove cornice and fit 200x200mm-white glazed tiles from floor to ceiling cornice. Supply and install plastic edge strips in all edges- use dove-grey grouting and replace cornice.
- 2.1.12 Prepare by removing all loose flakes, repair any wall cracks, holes or broken plaster and **Paint external walls** two coats Dulux Wash N Wear Silk, Barely Beige code - 3H1-1 paint door frames and doors and windows plus burglar bars one coat white Du Lux universal under coat and two coats Dulux Pearl glo Lockness code - 3L1-5.
- 2.1.13 Replace loose roof screws with 90mm posy drive screws with 26mm bonded washers.
- 2.1.14 **Prepare** by Clean, removing all loose flakes, seal and **Paint all exposed water and waste pipes**- one coat white Du Lux universal under coat and two coats Dulux Pearl glo Lockness code - 3L1-5.
- 2.1.15 Wash, prepare and paint white Chromadek continuous gutters 125x80mm with One coat universal undercoat and Two coats high gloss enamel -colour white.
- 2.1.16 Replace Broken and cracked putty in windows and neatly finish new putty and paint
- 2.1.17 Supply and install assert number. Chromadek plate 300mm longx60mm high. Arial black 40mm high. Royal blue vinyl
- 2.1.18 Paint security door one coat white Du Lux universal under coat and two coats Dulux Pearl glo Lockness code - 3L1-5
- 2.1.19 Supply and install plastic gully grid
- 2.1.20 Supply and fit **three roll lockable toilet paper dispenser** attached to wall in toilet



- 2.1.21 **Remove floor covering, Chip floor apply pro grip to floor fit new porcelain floor tiles** 300x300 code 33751165Ezc139 complete with dove grey grouting and 100mm tile skirting and protection steel/aluminium cover at doors and steps and plastic one on skirting
- 2.1.22 **Remove, replace and install Nu-Tec ceiling 3mm** thick complete with cover strips and matching cornice and make and install a trap door
- 2.1.23 Supply and Install Cherry wood cupboard with shelves and doors, 3,80m long grey granite top and back splash. Bottom skirting to be manufactured from a waterproof material and supply with water. Tile 2 lines above granite with 200*200 white glazed wall tiles.
- 2.1.24 Clean existing luminaries and louvers complete and do maintenance and check wiring on all luminaries and replace the cables on the hanging luminaries and replace all light switches with CRABTREE complete with covers
- 2.1.25 Supply wire and replace 1 x CRABTREE double socket outlet complete with cover and a 4x4 blank cover
- 2.1.26 Supply wire and replace 5 x CRABTREE double socket outlet complete with cover , 6 x 4FT TPA open channel double luminaries with electronic switch gear and OSRAM tubes and replace all light switches with CRABTREE complete with covers
- 2.1.27 Supply wire and replace 8 x CRABTREE double socket outlet complete with cover , 32 x 4FT TPA open channel double luminaries with electronic switch gear and OSRAM tubes replace all light switches with CRABTREE complete with covers.
- 2.1.28 Supply and install EXPELAIR CX10 extractor fans connected to the light circuit
- 2.1.29 Supply wire and install 6 x REEFLITE round white bulkheads luminaries complete with 2 x PL9 OSRAM tubes.
- 2.1.30 After TSW concentrate has been applied, allow roof to stand for 72 hours
- 2.1.31 Apply three (3) coats Dulux Roof Paint. Cottage White (D174-0734).
- 2.1.32 Treat asbestos roof, Apply TSW environmentally safe non-toxic lead free UV ray resistant fire retardant algae & moss resistant anti-fungal to a pre wet roof, diluted 5 parts water to 1 sachet, spray onto roof and leave for 30 minutes. Rinse with water while scrubbing with brooms. Filters must be attached to all down pipes, thus ensuring the filtration of all residues When making use of a pressure gun for cleaning, the nozzle should have a deflector attached to it to ensure that the contaminated water is deflected onto the roof and into the gutters. Alternatively, make use of a canopy or hood to contain the overspray.) Asbestos waste must be collected at down pipes in bidem bags and to be disposed of at approved recognized dumping site for hazardous materials and **certificate to be obtained and handed to project manager.**
- 2.1.33 Paint asbestos roof - Three coats cottage white heat reflective paint Du Lux Roof Guard-

3.0 **SITE INSPECTION**

- 3.1 A site inspection will be arranged, which must be attended by tenderers. Further details regarding date and time will appear in the covering letter.

4.0 **Site records:**

4.1 Site Diary

The Contractor shall provide a diary, in triplicate to record all day-to-day incidents that could occur during the contract period. This includes weather, name & number of workers on the site, material that has been delivered, material that has been loaded and disposed off, incidences that have occurred, what work is to be done on that day, etc.

4.2 Site Instruction Book

The Contractor shall provide a site instruction book, in triplicate for the Project Manager to place all instructions that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work.

No work will be recognised for additional payment unless it has been recorded and signed by the Project Manager in the aforesaid book.



4.3 Programme & Planning of the work

The contractor shall provide to the Project Manager a detail plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet Freight Rail workshop with minor disruptions as no delays must be allowed in this regard.

The programme must be agreed to (in the site instruction book) before any work will be allowed to commence. The programme can be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

5.0 GENERAL

- 4.1 Should any technical information be required, tenderers may contact Arinao Nembilwi; Cell phone number 083 555 0230, Office: 012 315 2304, E-mail: Arinao.nembilwi@transnet.net.
- 4.2 Tenderers shall quote their earliest completion time, as the work is urgently required.
- 4.3 Brochures of equipment shall be submitted with tenders.

APPENDIX 3

PAINT SPECIFICATION

Roof:

Primer _____ NS4 grey
 Finale coat _____ Dulux roof guard cottage white

Facia boards, Barge boards, Gutters, down pipes, all pipes and door frames.

Painted surface _____ universal white undercoat
 Primer on wood/steel _____ Pink primer (wood) NS4 (steel)
 Final coat _____ Dulux Soft Moss-1 Gloss Enamelwhite (10GY 24/356).

Sprockets, Purlins, all Ext. pipes, doors and windows.

Painted surface _____ universal white undercoat
 Primer on wood/steel _____ Pink primer (wood) NS4 (steel)
 Final coat _____ Dulux enamel white code D2320734
 Asbestos components _____ Two coats Dulux Dura 65 PVA white code M3701600
 Varnished doors and door frames _____ Woodhoc no. 5.(two coats)

Exterior walls:

Raw walls _____ 2 coats Dulux Dura 65 and 2 coats WEATHERGUARD, Barely Beige code -**3H1-1**

Painted walls _____ **Two coats Dulux WEATHERGUARD, Barely Beige code -3H1-1**

Interior Walls:

Painted surface _____ Universal white undercoat.
Final coat _____ **Dulux Wash N Wear Silk WEATHERGUARD, Barely Beige code - 3H1-1**

Ceilings:

Primer and final coat _____ Two coats Dulux Dura 55 PVA white Code M3701700

**Window Sills and Plinth:**

Painted surface _____ Universal white undercoat

Final coat _____ Dulux Soft Moss-1 Gloss Enamel (10GY 24/356).

Painted skirtings _____ Dulux Soft Moss-1 Gloss Enamel (10GY 24/356).

Varnished skirtings _____ Woodhac no. 5 (two coats)

APPENDIX 4**1. OCCUPATIONAL HEALTH AND SAFETY SCHEDULE OF REQUIREMENT**

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE TRANSNET SAFETY OFFICER, CERTIFICATE OF COMPLIANCE BEFORE ANY WORK MAY COMMENCE, **only where applicable.**

- Physical address where contract is taking place (on Company letterhead).
- Proof of Registration with the Compensation Commissioner.
- Letter of "Good Standing" with Compensation Commissioner.
- Certified copy of first aid certificate of competent employee.
- Detailed description of intended work (Written Safe Work procedures) (on Company letterhead).
- When working is higher or below ground than 3m, a letter from the Provincial Director in writing for all workers working on heights.
- Certificates from the doctors to state that workers may work in high or confined spaces.
- A written appointing letter for a competent person to oversee this work mentioned above.
- Inspection list of all Personal Protective Equipment issued to employees (on Company Standard form).
- Inspection list of all tools and equipment to be used on site. (On Company Standard form).
- List of all employees on site (on Company letterhead).
- Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
- Public Liability and Commercial Insurance Certificate.
- All related statutory appointments.
- Certificates of relevant Training.

: - The above list represents the minimum content of a SAFETY FILE in terms of the Construction Regulations (GNR 1010 of 18 July 2003).

: - OHS Act 85 of 1993.



MINIMUM CONTENTS FOR SHEQ PLAN AND PLANTS AND EQUIPMENTS

The contractors tendering for this project shall take note of the following when compiling Safety, health and environmental plan. Specification for works on, over, under or adjacent to railway lines and near high voltage equipment. **(E7/1 July 1998)** and shall have part A and B of Health and safety Plan as outlined below.

Part A: Health and safety Plan

1. SHE Management Structure

- 1.1. Construction Work Supervisor (Construction Regulation 6)
- 1.2. Subordinate Construction Work Supervisor (Construction Regulation 6)
- 1.3. Construction Safety Officer (Construction Regulation 6(7).
- 1.4. List of Contractors already appointed - List to be revised at least monthly.
- 1.5. Health and Safety Representative (Section 17 of OHS Act).

2. SHE Organisation

- 2.1 Health and Safety Committee.
- 2.2. Composition.
- 2.3 Frequency of Meetings.
- 2.4 Minutes of meeting.
- 2.5 Legal Compliance Audits.
- 2.6. Audit Report.
- 2.7 Frequency of Audits.
- 2.8 Findings and Analysis.
- 2.9 Corrective Action.

3. Risk Assessment/Management

- 3.1. Task descriptions.
- 3.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- 3.3. Risk Assessment (Construction Regulation 7)

4. Education and Training

- 4.1. Induction training (Construction Regulation 7(9)
- 4.2. Site Specific Training.
- 4.3. Certificate of Competence.

5. Emergency Planning – Evacuation plan

- 5.1. Client procedure.
- 5.2. Site Procedure.

6. Health and Safety Communications

- 6.1 Safety/Toolbox talks.
- 6.2 Incident Recall.

7. Safe Working Procedures and Methods

- 7.1 Method Statements.
- 7.2 Safe Operating Procedures.
- 7.3 Task/Job observations.

8. Personal Protective Equipment and Clothing

- 8.1 PPE required after all other controls have been considered.
- 8.2 PPE proof of issue.

9. Project security



- 9.1 Security risks identified.
- 9.2 Access control.

Part B. Environmental Management Plan

Note: TFR will obtain Environmental authorisation (EIA and EMP) and permits from the relevant authority (when necessary) prior to commencement of the project (e.g. Construction)

1. Control of Dust.
2. Noise Pollution Control.
3. Waste management.
4. Environmental Incident Management (Sect 28 NEMA and Sect 20 National Water Act).
5. Contamination of surface and underground water.
6. Soil Contamination.
7. Storm Water Drainage.
8. Environmental Clean-up and Rehabilitation.

10. Equipment/Plants' requirement for the purpose of this contract.

- 10.1 Angle grinder
- 10.2 Hand drills
- 10.3 safety harnesses
- 10.4 Van or 1 ton Truck
- 10.5 step ladders
- 10.6 scaffolding
- 10.7 wheel barrows
- 10.8 a variety of tools and equipment needed for maintenance, renovations and refurbishments of buildings
- 10.9. welding machine

10.11 Plant / Equipment and Labour: Provide information on plant / equipment and Labour that you have available for this project. Attach details if the space provided is not enough. (Shall be filled by a tenders)

Physical Facility.

Plant / Equipment

Description : Owned Plant / Equipment	Number of units
Description : Hired Plant / Equipment	Number of units
Description : Plant / Equipment to be purchased	Number of units

[illegible]

10.12 Staffing Profile: Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff : gender and race	Number of staff
Staff to be employed for the project : gender and race	Number of staff

APPENDIX 4

SCHEDULE OF REQUIREMENTS AND DEVIATIONS

Special requirements and deviations from the specifications:

TRANSNET SOC LIMITED
(REGISTRATION NO. 90/000900/06)
TRADING AS TRANSNET FREIGHT RAIL

SCHEDULE OF WORK AND PRICES					
Item	Description	Quantity	UOM	Price	Amount
	Nelspruit Infra depot office 02AH055P				
	INTERIOR				
1.	Demolish floor tiles, chip floor screed, chipping 30mm deep, repair floor hollow spaces.	1	Job		
2.	Make and install floor screed, 30mm thick, 1:4(1 wheelbarrow cement plus and 4 wheelbarrows river sand. Not 1 bag cement}{20mpa} , moisten floor and splash raw cement for bonding, compact and roughly finish to prepare for tiling in basement and first floor	8	M ³		
3.	Supply ,replace and install aluminium glass double door (1.2m*2.9m) with shatterproof glass complete with frame and lock set	1.	Ea.		
4.	Apply pro grip to floor fit new porcelain floor tiles 300x300 code 3375, 11 SEZC139 complete with dove grey grouting and 75mm tile skirting and metal protection cover at doors and steps	550	m ²		
5.	Repair, prepare and Paint ceiling two coats DURA 65 WHITE, reposition ceiling light and repair cover strip, in the ground floor take off all suspended ceiling boards paint them neatly and re fit them. Check pipe leaks and fix	550	m ²		
6.	Remove, replace and install Nu-Tec ceiling 3mm thick complete with cover strips and matching cornice	153	M ²		
7.	Demolish sink complete, re-plumb water supply for new sink with copper pipe under plaster and tiles and discontinue pipes not to be used anymore(make good wall)	1	job		
8.	Make and install sink with cabinet. Cherry wood melamine with double drop- in -sink and grey granite top and back splash 100mm (two sides). Build half brick wall at front, back and sides. Provide tile skirting at front to match existing floor tiles. Cabinet to rest on half brick wall. Replace mixer complete with cobra heavy duty, connect to drain. Size of cabinet 1,50m long.	1	Sum		
9.	Remove cornice, demolish wall tiles, supply and fit 200x200mm white glazed tiles from floor to ceiling, use grey grouting Replace cornice.	21	M ²		



10.	Paint interior walls two coats Dulux Wash N Wear Silk, Barely Beige code - 3H1-1, Paint door frames and doors and window frames one coat white Du Lux universal under coat and two coats Dulux Pearl glo Lockness code - 3L1-5 – paint inferior and outside of doors and windows	750	m ²		
11.	Supply and Fit new blinds colour-- Plain Fawn with aluminium top rail. Blinds inside window recesses 1.5x1.25(20) ,1.5* 1.5(23) 0.48x2.1(2) and 1.24*1.99(2) NB: a successful contractor should reaffirm and verify the window measurements before ordering them as we will not be held responsible for incorrect blind sizes	45	Ea.		
	EXTERIOR OF THE BUILDING:				
12.	Replace all cracked putty and loose putty	1	sum		
13.	Replace all broken glass	1	Sum.		
14.	Paint all exposed water and waste pipes- one coat white Du Lux universal under coat and two coats Dulux Pearl glo Lockness code - 3L1-5 interior and exterior	1	Job		
15.	Paint purlins (55m), Paint sprockets (8m) and rafter ends in both roof ends (96m) one coat universal under coat and 2 coat gloss enamel white	1	Job.		
16.	Paint barge boards and fascia boards one coat .universal under coat and 2 coat gloss enamel white	25	m		
17.	Treat asbestos roof, Apply TSW environmentally safe non-toxic lead free UV ray resistant fire retardant algae & moss resistant anti-fungal to a pre wet roof, diluted 5 parts water to 1 sachet, spray onto roof and leave for 30 minutes. Rinse with water while scrubbing with brooms. Filters must be attached to all down pipes, thus ensuring the filtration of all residues (When making use of a pressure gun for cleaning, the nozzle should have a deflector attached to it to ensure that the contaminated water is deflected onto the roof and into the gutters. Alternatively, make use of a canopy or hood to contain the overspray.) Asbestos waste to be collected at down pipes in bags and to be disposed of at approved recognized dumping site for hazardous materials and certificate to be obtained and handed in at TFR office.)	541	m ²		
18.	Paint asbestos roof - Three coats cottage white heat reflective paint Du Lux Roof Guard--	541	M ²		

19.	Paint asbestos fascia and barge boards two coats Du lux Dura 65	95	m.		
20.	Paint gutters and down pipes one coat Du Lux universal undercoat and 2 coats Du Lux high gloss enamel -colour white	57	m.		
21.	Trim tree branches hanging over the roof, no branch should be left over the roof no matter how high	1	job		
22.	Supply and install assert number. Chromadek plate 300mm longx60mm high. Arial black 40mm high. Royal blue vinyl	1	Ea.		
23.	Demolish side steps leading to the gate completely , make walls and floor good,				
24.	Paint palisade fence(2m*1.5m) aside the building	1	Job.		
25.	Make and cast 25MPA concrete ramp to match existing level	0.6	M ³		
26.	Prepare exterior walls by removing all loose flakes, patching and bricking up air-con holes, sanding and scrapping off all paint, repair any wall cracks, holes or broken plaster, and then apply two coats Dura 65 white and Two coats WEATHERGUARD, Barely Beige code -3HL-1-	356	M		
			CIVIL	TOTAL	R
	Electricity				
	INTERIOR OF THE BUILDING				
27.	Supply wire and install at the reception area 1 x CRABTREE 4x4 double plug with cover and 2 x (2x4 PVC extension boxes at the back of the light switches	1	Job		
28.	Supply replace and clean approx. 20 X recess luminaire louvers neatly without any marks left on louvers and all tubes with OSRAM type	1	Job		
29.	Supply wire and replace in building 3 x single and 2 x 3 lever light switches with CRABTREE complete with covers.	1	Job		
30.	Supply wire and replace all the switch gear in the main distribution board : 8 x 10Amp c/b, 4 x 30Amp c/b, 6 x 20Amp c/b, 5 x 15Amp c/b, 2 x 5Amp c/b, 3 x 25Amp c/b single phase 3KVA breakers and 1 x 60Amp earth leakage, 1 x 80Amp c/b three phase 3KVA breakers and use copper bridge pieces no wire bridge pieces – make all wires neat and supply a Legend card also mark all light switches and socket outlets on their covers and on the d/board and supply a valid COC on completion of the work – all loose wires to be installed in EGA trunking and double check if entire building is properly earthed if not earth proper – clean D/board and paint white	1	Job		
31.	Men's toilet: Supply wire and install 2 x CX10 Xpelair ceiling mounted extractor fans connected on the light circuit and 1 x 4FT	1	Job		



	splash proof double luminaire with OSRAM tubes				
32.	Ladies toilet: Supply wire and install 1 x CX10 Xpelair ceiling mounted extractor fans connected on the light circuit and 2 x REEFLITE round bulkhead luminaires with 2 x PL9 OSRAM tubes	1	Job		
33.	Second floor: supply wire and install O-LINE hospital grey power skirting all over where the power skirting missing is.	1	Job		
	EXTERIOR OF THE BUILDING:				
34.	Supply wire and install on a day and night switch 10 x REEFLITE CDB bulkhead luminaires complete with 2 x 26w CFL OSRAM tubes around the building wired with 1,5 3 core surflex in EGA trunking		Job		
			EL&P	TOTAL	R
		CIVIL & EL&P		TOTAL	R

Delivery Lead-Time from date of purchase order : _____ [days/weeks]

Notes to Pricing:

- c) All Prices must be quoted in South African Rand, exclusive of VAT
- d) 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.
- e) 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.



**TRANSNET SOC LIMITED
(REGISTRATION NO. 90/000900/06)
TRADING AS TRANSNET FREIGHT RAI**

TENDERER'S SIGNATURE DATE.....

Article I. PROVINCIAL DIRECTORS

Free State, Bloemfontein
PD: I&ES – Mr L R Ntuli
Tel: (051) 505 6200. Fax: (051) 447 9353

KwaZulu/Natal, Durban
PD: I&ES – Ms T L Nene
Tel: (031) 336 1500. Fax: (031) 307 6882

Gauteng South, Johannesburg
PD: I&ES – Mr K. Fick
Tel: (011) 497 3000. Fax: (011) 834 2570

Western Cape, Cape Town
PD: I&ES – Ms P Zondeki
Tel: (021) 460 5911. Fax: (021) 465 7318

North West, Mmabatho
PD: I&ES – Mr P J de Bruyn
Tel: (018) 387 8100. Fax: (018) 384 2745

Eastern Cape, East London
PD: I&ES – Mr L W Nxawe
Tel: (043) 701 3000. Fax: (043) 743 9719

Northern, Pietersburg
PD: I&ES – Ms P Maesela
Tel: (015) 290 1744. Fax: (015) 290 1608

Gauteng North, Pretoria
PD: I&ES – Ms G Gumbi
Tel: (012) 309 5000. Fax: (012) 309 5139

Mpumalanga, Witbank
PD: I&ES – Mr P Mothiba
Tel: (013) 655 8798. Fax: (013) 655 8890

Northern Cape, Kimberley
PD: I&ES – Mr D D Makanda
Tel: (053) 838 1500. Fax: (053) 832 4798

Article II.

Article III. EXAMPLES OF ASBESTOS CONTROL MEASURES

- Process separation, automation or enclosure
- Bonding with sealant to prevent release of fibres
- Local Extraction Ventilation System
- Wet methods
- Separate workplaces
- Respiratory Protection (minimum SABS Approved FF2)

4. Government Gazette

Vol. 440, No. 23108, 10 February 2002

Regulation Gazette, No. 7276

No. R. 155

DEPARTMENT OF LABOUR

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)

ASBESTOS REGULATIONS, 2001

The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

SCHEDULE

5. Definitions

1. In these Regulations, any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the text otherwise indicates-

"approved asbestos inspection authority" means an approved inspection authority for the monitoring of asbestos concentrations in the air;

"asbestos" means any of the following minerals:

- a. Amosite
- b. Chrysotile
- c. Crocidolite
- d. Fibrous actinolite
- e. Fibrous anthophyllite; and Fibrous tremolite, or any mixture containing any of these minerals;

"asbestos dust" means airborne or settled dust, which contains or is likely to contain regulated asbestos fibres;

"asbestos waste" means an undesirable or superfluous asbestos-containing byproduct, emission or residue of any process or activity that has been-

- a. discarded by any person;
- b. accumulated and stored by any person with the purpose of eventually discarding it with or without prior treatment connected with the discarding thereof; or
- c. stored by any person with the purpose of recycling, re-using or extracting a usable product from such matter;

"asbestos work" means work that exposes or is likely to expose any person to asbestos dust;

"demolition work" includes demolition, alteration, stripping, removing, repair, gleaning of any spilt asbestos, or high-pressure water jetting of any structure containing asbestos lagging or insulation, but does not include work performed on asbestos cement sheeting and related products and asbestos cement products that form part of the structure of a workplace, building, plant or premises;

"Exposed to asbestos" means exposed or likely to be exposed to asbestos dust while at the workplace, and **"exposure"** has a corresponding meaning;

"HSG 173" means the Monitoring Strategies for Toxic Substances, HSG 173, published by the Health and Safety Executive of the United Kingdom;

"MDHS 39/4" means the Methods for the Determination of Hazardous Substances 39/4 of the Health and Safety Executive of the United Kingdom: Asbestos fibres in air, sampling and evaluation by phase contrast microscopy (PCM) under the Control of Asbestos at Work Regulations, 1995 HSE ISBN 0 7176 0913 8, as revised from time to time;

"Measurement programme" means a programme according to the monitoring strategy as contemplated in OESSM and HSG 173;

"Monitoring" means the planning and carrying out of a measurement programme and the recording of the results thereof;

"Occupational exposure limit" or "OEL" means a limit value set by the Minister for a stress factor in the workplace;

"OESSM" means the Occupational Exposure Sampling Strategy Manual, published by the National Institute for Occupational Safety and Health (NIOSH), United States of America: Department of Health, Education and Welfare;

"occupational exposure limit for asbestos" means an occupational exposure limit of 0,2 regulated asbestos fibres per milliliter of air averaged over any continuous period of four hours measured in accordance with MDHS 39/4;

"Provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations published under Government Notice R. 1449 of September 1996;

"Registered asbestos contractor" means a mandatory or employer conducting demolition work, who is registered with the chief inspector;

"regulated asbestos fibre" means a particle of asbestos with a length-to-diameter ratio greater than 3 to 1, a length greater than 5 micrometres and a diameter less than 3 micrometres;

"Respiratory protective equipment" means a device which is worn over at least the mouth and nose to prevent the inhalation of air that is not safe, and which device conforms to a standard approved by the Minister;

"Respirator zone" means a respirator zone contemplated in regulation I 0(a);

"SABS 0228" means the Code of Practice for the Identification and Classification of Dangerous Substances and Goods, SABS 0228, published by the South African Bureau of Standards (SABS);

"SABS 0229" means the Code of Practice for Packaging of Dangerous Goods for Road and Rail Transportation in South Africa, SABS 0229, published by the South African Bureau of Standards (SABS);

"Short-term exposure limit" means the concentration to which workers can be exposed continuously for a short period of time, which is a 10-minute Time Weighted Average (TWA) exposure for asbestos, which should not be exceeded at any time during the working day even if the 4-hour TWA is within the OEL-TWA;

"Short term exposure limit for asbestos" means an exposure limit of 0,6 regulated asbestos fibres per milliliter of air averaged over any 10 minutes;

"The Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

6. Scope of application

2. (1) Subject to subregulation 2, these Regulations shall apply to every employer and self-employed person who carries out work at a workplace that may expose any person to asbestos dust at that workplace.

(2) Regulations 5(1), 5(2), 5(3), 5(4), 5(6), 7(2), 8, 9, 11(2)(f), 14(2), 14(3), 14(4), 16(c), 16(d) and 17(6) shall not apply in the case of self-employed persons.

7. Notification of asbestos work

3. No employer or self-employed person shall carry out any asbestos work unless he or she has notified the provincial director in writing thereof prior to the commencement of such work.

8. Exposure to asbestos

9. Subject to regulation 17(1) no employer or self-employed person shall require or permit any person to work in an environment in which he or she would be exposed to asbestos in excess of the prescribed occupational exposure limit.

10. Information and training

5. (1) An employer shall, before any employee is exposed or may be exposed to asbestos dust, after consultation with the health and safety committee established for that section of the workplace, ensure that the employee is adequately and comprehensively informed and trained, on both practical aspects and theoretical knowledge, with regard to-

- a. the contents and scope of these Regulations;

- b. the potential sources of exposure, including the recognition of derelict asbestos-containing materials;
- c. the potential health risk caused by exposure to asbestos, including the health risks to employees' families and others, which could result from taking home asbestos contaminated equipment and clothing, and the dramatically increased risk of lung cancer for asbestos workers who smoke;
- d. the measures taken by the employer to protect an employee against any risk from exposure;
- e. the precautions to be taken by the employee to protect himself or herself against the health risks associated with the exposure, which precautions include the wearing and use of protective clothing and respiratory protective equipment;
- f. the necessity, correct use, maintenance and limitations of protective equipment, facilities and engineering control measures provided;
- g. the assessment of exposure, the purpose of air sampling, the necessity for medical surveillance and the long term benefits and limitations thereof;
- h. the occupational exposure limit and its meaning;
- i. the importance of good housekeeping at the workplace and personal hygiene;
- j. the safe working procedures regarding the use, handling, processing, and storage of any material containing asbestos, which procedures include the correct use of control measures to limit the spread of asbestos dust outside the work area, and to limit the exposure of workers inside the work area as far as is reasonably practicable;
- k. procedures to be followed in the event of an accidental spillage or any other similar emergency situation likely to result in the release of asbestos dust;
- l. procedures for reporting and correcting defects likely to result in the release of asbestos dust;
- m. safe disposal of asbestos waste;
- n. procedures for record keeping; and
- o. matters contemplated in regulation 6.

(2) Refresher training on matters contemplated in subregulation (1) shall be given at least every year or at more frequent intervals that may be recommended by the health and safety committee.

(3) Training should be given more frequently than once a year if-

- a. work methods change;
- b. the type of work carried out changes significantly; or
- c. the type of equipment used to control exposure changes.

(4) Training shall be provided by somebody who is competent to provide it and has adequate personal practical experience and theoretical knowledge of all aspects of the work being carried out by the employer.

(5) An employer or a self-employed person shall ensure, as far as is reasonably practicable, that his or her mandatory or any person other than employees who may be exposed to asbestos at the workplace are given adequate information, instruction and training.

(6) An employer shall keep a record of any training, both practical and theoretical, that was given to an employee.

(7) An employer or a self-employed person shall give instructions in writing of the procedures contemplated in subregulation (1)(k) to the drivers of vehicles carrying asbestos or asbestos-containing material, that has the potential of causing environmental pollution or affecting human health.

11. Duties of persons who may be exposed

6. Any person who is or may be exposed to asbestos in the workplace, shall obey any lawful instruction given by or on behalf of the employer or a self-employed person, regarding-
- a. the prevention of asbestos dust from becoming airborne;
 - b. the wearing and use of personal protective equipment and clothing;
 - c. the wearing of monitoring equipment to measure personal exposure to asbestos;
 - d. the reporting for medical surveillance as required by Regulation 9;
 - e. the cleaning up and disposal of any material containing asbestos;
 - f. housekeeping at the workplace, personal hygiene, good environmental and health, practices, including eating, drinking and smoking in designated places provided; and
 - g. Information and training received contemplated in regulation 5.

12. Assessment of potential exposure

7. (1) An employer or self-employed person shall cause-

- a. his or her undertaking to be assessed within six months after the commencement of these regulations, and thereafter at intervals not exceeding two years, to determine if any person may be exposed to asbestos; and
- b. the assessment results contemplated in paragraph (a) to be recorded as required by regulation 16.

(2) An employer contemplated in subregulation (1) shall, before causing an assessment to be made, consult with the relevant health and safety representative or relevant health and safety committee and thereafter inform them in writing of the arrangements made for the assessment, give them reasonable time to comment thereon and ensure that the results of the assessment are made available to them for comment.

(3) When making the assessment contemplated in subregulation (1)(a), the employer or self-employed person shall take the following into account:

- a. The presence of any material containing asbestos being used, processed, handled or stored;
- b. where asbestos may be present, the ease with which the asbestos dust may be released and the extent to which a person may be exposed;
- c. the nature of the work, process and any likely deterioration in or failure of any control measures;
- d. the details of expected exposures, in particular-
 - i. whether the expected exposure is above the OEL for asbestos, so that the appropriate respiratory protective equipment can be selected pending the implementation of engineering control measures;
 - ii. whether such exposures are intermittent, including the frequency and duration of exposures;
 - iii. the number of employees exposed and any other person who may be exposed, and their expected exposure values; and
 - iv. where applicable, results which may be available from any previous monitoring performed at that workplace;
- e. the steps to be taken to reduce exposure to the lowest level reasonably practicable and the steps to be taken to reduce the release of asbestos dust into the environment;

- f. procedures for dealing with emergencies; and
- g. procedures for the removal of asbestos waste from the workplace, and the disposal thereof.

(4) If the assessment or any of its reviews made in accordance with subregulation (1) and (5) indicates that any person is likely to be exposed to asbestos, the employer or self-employed person shall ensure that the exposure is adequately controlled as contemplated in regulation 11.

(5) An employer or self-employed person shall forthwith review the assessment required by subregulation (1) if-

- a. there is reason to believe that the previous assessment is no longer valid;
- b. control measures are no longer efficient;
- c. technological or scientific advances allow for more efficient control methods; or
- d. there has been a significant change in-
 - i. work methods;
 - ii. the type of work carried out; or
 - iii. the type of equipment used to control exposure;

and subregulations (2) and (3) shall apply.

13. Air monitoring

8. (1) Where exposure is in excess of half the OEL for asbestos, an employer shall ensure that a measurement programme of the concentration of airborne regulated asbestos fibres to which an employee is exposed, is-

- a. carried out in accordance with these Regulations;
- b. carried out only after the relevant health and safety representative or relevant health and safety committee has been informed thereof and was given a reasonable opportunity, as mutually agreed upon, to comment thereon;
- c. carried out by-
 - i. an approved asbestos inspection authority; or
 - ii. a person whose ability to do the measurements is verified by an approved asbestos inspection authority;
- d. representative of the exposure of employees to the airborne asbestos fibres in accordance with subregulation (2); and
- e. verified in accordance with subregulation (3) if the measurements are carried out by a person contemplated in subregulation (1)(c)(ii).

(2) In order to comply with the provisions of subregulation (1)(d), an employer shall ensure-

- a. that the measurement programme-

- i. in the case of a group measurement, makes provision for the selection of the number of persons for a sample to be done as contemplated in chapters 3 and 4 and table A-2 of Technical Appendix A of the OESSM: Provided that measurements of exposure shall be by personal sampling taken in accordance with MDHS 39/4: Provided further that in so far as any provision of the OESSM and the MDHS 39/4 is repugnant to a provision of the Occupational Health and Safety Act, 1993, and these Regulations, the provisions of the Act and these Regulations shall take precedence; and
 - ii. if in the case of the most exposed employee measurement, the exposure exceeds the OEL for asbestos, then any other employee whose exposure could be above the OEL for asbestos is identified and that measurements representative of typical exposure shall be carried out on every employee identified; and
- b. that representative measurements contemplated in subregulation 1(d) are carried out at least every 12 months: Provided that whenever the OEL for asbestos is exceeded, regulation 11 shall apply.
- (3) In order to comply with subregulation (1)(e), an employer shall obtain the services of an approved asbestos inspection authority who shall, at intervals not exceeding 12 months, do the required verification-
- a. by examining the measurement and analysis equipment of the employer;
 - b. by questioning the person contemplated in subregulation (1)(c)(ii) regarding the measurement programme;
 - c. by carrying out, together with the person contemplated in subregulation (1)(c)(ii), the measurement programme required by subregulation (2) for any one group; and
 - d. by ensuring that the results of the measurement and investigation as contemplated in subregulation (2) and (3) respectively, have been recorded as required by regulation 16.

14. Medical surveillance

9. (1) An employer shall ensure that an employee is under the medical surveillance of an occupational medical practitioner if-
- a. an employee is exposed or is likely to be exposed to asbestos dust exceeding the OEL for asbestos; or
 - b. an occupational medicine practitioner certifies that the relevant employee should be under medical surveillance.
- (2) In order to comply with subregulation (1), an employer shall, as far as is reasonably practicable, ensure that a structured medical surveillance programme be drawn up by an occupational medicine practitioner which shall include at least the following:
- a. An initial health evaluation, carried out by an occupational health practitioner immediately or within 14 days after a person commences employment, which comprises-
 - i. an evaluation of the employee's medical and occupational history;
 - ii. medical examinations and tests which should include chest Xrays, pulmonary function testing and an appropriate physical examination; and

- iii. any other essential medical examination which in the opinion of the occupational medicine practitioner is necessary in order to enable such practitioner to do a proper evaluation; and
 - b. subsequent to the initial health evaluation contemplated in paragraph (a), evaluations of the relevant employee as contemplated in paragraph (a)(ii) and (iii), at intervals not exceeding two years, or at shorter intervals specified by an occupational medicine practitioner.
- (3) An employer shall not permit or allow an employee who has been certified unfit for work by an occupational medicine practitioner to work in a workplace or part of a workplace in which he or she will be exposed or is likely to be exposed to asbestos dust: Provided that the relevant employee may be permitted to return to work if he or she is certified fit for that work beforehand by an occupational medicine practitioner.
- (4) Where the reason for the employee being certified unfit as contemplated in subregulation (3) is as a result of exposure to asbestos in that workplace, the employer shall record and investigate the incident in compliance with regulation 8 of the General Administrative Regulations.

15. Respirator zone

10. An employer or self-employed person shall ensure that
- a. any workplace or part of a workplace under his or her control, where the concentration of regulated asbestos fibres in the air is, or may be, such that the exposure of persons in that workplace exceeds the OEL for asbestos without the wearing of respiratory protective equipment, is zoned as a respirator zone;
 - b. a respirator zone is clearly demarcated and identified by notice indicating that the relevant area is a respirator zone and that the respiratory protective equipment and protective clothing contemplated in regulation 17 must be worn there;
 - c. no person enters or remains in a respirator zone unless he or she wears the required respiratory protective equipment and protective clothing; and
 - d. the reason why the OEL for asbestos is exceeded is identified and action is taken, as soon as is reasonably practicable, to lower the concentration of asbestos in the air by means other than respiratory protective equipment, so that it does not exceed the OEL for asbestos.

16. Control of exposure to asbestos

11. (1) An employer or self-employed person shall ensure that the exposure of a person to asbestos is either prevented, or, where this is not reasonably practicable, adequately controlled: Provided that the control of the exposure shall be regarded as adequate if the level of exposure is-
- a. at or below the OEL for asbestos; or
 - b. above the OEL for asbestos but the reason has been identified and action is taken, as soon as is reasonably practicable to lower exposure by means other than respiratory protective equipment, so that it does not exceed the OEL for asbestos.
- (2) Where reasonably practicable, an employer or self-employed person shall control the exposure of a person-
- a. by using a substitute for asbestos;
 - b. by limiting the number of persons who will be exposed or may be exposed;
 - c. by limiting the period during which persons will be exposed or may be exposed;

- d. by limiting the amount of asbestos dust that may contaminate the working environment;
- e. by introducing, inter alia, the following engineering control measures for the control of exposure:
 - i. Process separation, automation or enclosure;
 - ii. bonding of asbestos fibres with other material to prevent the release of asbestos dust;
 - iii. the installation of local extraction ventilation systems to processes, equipment or tools for the control of emissions of asbestos dust;
 - iv. the use of wet methods where appropriate;
 - v. separate workplaces for carrying out different processes; and
 - vi. a fault indicator to enable early corrective action to be taken; and
- f. by introducing appropriate written work procedures that an employee must follow to ensure that -
 - i. asbestos is safely handled, used and disposed of;
 - ii. process machinery, installations, equipment, tools and local extraction and general ventilation systems are safely used and maintained; and
 - iii. early corrective action regarding the control exposure.

17. Cleanliness of premises and plant

12. Every employer or self-employed person shall take steps to ensure, as far as is reasonably practicable, that
- a. workplaces are maintained in a clean state and are free of asbestos waste and, whenever asbestos is accidentally spilled or asbestos dust is accidentally released into the workplace, that remedial measures are taken immediately before work is resumed;
 - b. machinery, plant and equipment, as well as external surfaces of ventilation equipment and internal surfaces of buildings, are kept free of asbestos dust;
 - c. cleaning is carried out by vacuum-cleaning equipment with a filtration efficiency of at least 99 per cent for particles one micrometre in size, or in such other manner that asbestos dust neither escapes nor is discharged into the air to such an extent that it contaminates any workplace or the environment;
 - d. the vacuum-cleaning equipment is regularly serviced and its external surfaces are kept in a clean state and free from asbestos dust; and
 - e. where the use of vacuum-cleaning equipment is impracticable, the relevant surfaces are first dampened and that persons undertaking such cleaning are wearing appropriate protective clothing and respiratory protective equipment.

18. Control of exposure to asbestos of persons other than employees

13. (1) An employer or self-employed person shall ensure that the release of asbestos dust into any environment or water system complies with the provisions of the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965), the Environment Conservation Act, 1989 (Act No. 73 of 1989), the National Water Act, 1998 (Act No. 36 of 1998), and the National Environmental Management Act, 1998 (Act No. 107 of 1998).

(2) In respect of asbestos dust which may be released from a workplace into any environment or water system which may affect the health of persons other than persons at his or her workplace, an employer or self-employed person shall ensure---

- a. with regard to airborne emissions-
 - i. that all work performed with asbestos be controlled as far as is reasonably practicable; and
 - ii. that suitable filtration systems are used to control the release of asbestos dust into the environment to levels as low as is reasonably practicable;
- b. with regard to the contamination of water with asbestos-
 - iii. that any water that is contaminated with asbestos as a result of work being performed is passed through a filtration system before being released into any environment or water system; and
 - iv. that a suitable water filtration system is used which will ensure that the asbestos being released or entering into any environment or water system are reduced as far as is reasonably practicable;
- c. that contaminated parts of the filtration system, when discarded, are disposed of as asbestos waste; and
- d. that appropriate measures are taken to prevent the release of asbestos dust into the environment arising from the transport of asbestos.

19. Asbestos that forms part of structure of workplace, building, plant or premises

14. (1) Where asbestos forms part of the structure of a workplace, building, plant or premises, the employer or self-employed person shall

- a. take reasonable steps to ensure that he or she determines the location of asbestos in such workplace, buildings, plant or premises, where that asbestos is likely to release asbestos dust that could impact on health or pollute the environment;
- b. make and maintain a written inventory of the location of asbestos in such workplace, buildings, plant or premises.

(2) An employer shall inform the relevant health and safety representative or relevant health and safety committee in writing of the arrangements made for the identification and location procedure contemplated in subregulation (1), give them reasonable time to comment thereon and ensure that the asbestos inventory is made available to the relevant representative or committee who may comment thereon.

(3) The health or safety representative, or a person nominated by the health and safety committee, shall be entitled to take part in the identification and location procedure contemplated in subregulation (1).

(4) With regard to any dispute as to whether any substance is in fact asbestos, the health and safety representative or a person nominated by the employees may require that a sample of that substance be taken and the true nature of the substance be determined by an approved asbestos inspection authority: Provided that the cost of the identification shall be borne by the employer.

(5) The employer or self-employed person shall regularly examine the condition of asbestos recorded in the inventory for deterioration or damage.

(6) The employer or self-employed person shall assess the risk of exposure to such asbestos as contemplated in subregulation (1) and document the action necessary to ensure that-

- a. information about the location and condition of material containing asbestos is given to anyone likely to disturb it;
- b. any material containing asbestos is maintained in a good state of repair and that, where necessary, a planned maintenance program is implemented;
- c. any material containing asbestos and which may create a risk of exposure because of its state and location, is repaired or, if necessary, removed: Provided that, if the removal constitutes demolition work, the asbestos shed be removed in accordance with regulation 21; and
- d. procedures and arrangements are in place so that work that may disturb the material complies with all other requirements of these Regulations.

20. Asbestos cement sheeting and related products

15. (1) An employer or self-employed person who erect, maintain, alter, renovate, repair, dismantle or add asbestos-cement roof sheeting, wall paneling, gutters, fascia boards and related products to a building shall ensure that-

- a. if any roof work is performed, suitable roof ladders or duckboards or crawling boards are used in accordance with regulation 13 of the General Safety Regulations published by Government Notice No. R. 1031 of 30 May 1986;
- b. written work procedures are laid down and followed to prevent the release of asbestos dust into the environment;
- c. any water which contains asbestos dust as a result of the activities contemplated in subregulation (1), shall be treated in accordance with regulation 13(2)(6) and (c);
- d. the work procedures contemplated in paragraph (b) shall be available for perusal by the relevant health and safety representative or relevant health and safety committee and for inspection by an inspector;
- e. removal work is conducted under controlled conditions in accordance with regulations 11 and 13;
- f. cutting or drilling is performed under controlled conditions in accordance with regulation 11 and 13, including the use of wet methods where possible, and a suitable slow-speed cutter is used, provided that a respirator shall be used by the operator and others at risk of exposure;
- g. asbestos waste of any form, including dust, is collected and disposed of in accordance with regulation 20;
- h. once installed and where reasonably practicable, the relevant items are painted or otherwise sealed with a protective coating to limit the release of asbestos dust, combat weathering and inhibit growth of lichen or moss;
 - i. cleaning is done under controlled conditions ensuring that-
 - ii. dry-brushing, scraping, sanding or abrasion techniques are not used;
 - iii. where reasonably practicable, high-pressure water jetting is not used unless in conjunction with a suitable profiled hood that limits dispersal of contaminated water and, if the said jetting is used, that suitable control methods are used in accordance with regulation 13(2)(6); and
 - iv. when fungicidal solution or moss killer is applied, a standing time of 24 hours or any other period specified by the manufacturer is allowed, and a low-pressure hose is used after such period to keep the sheets wet whilst employing a stiff broom or any similar means to remove any moss or lichens.

21. Records

16. An employer shall-

- a. keep records of the results of all assessments, air monitoring, medical surveillance reports and the asbestos inventory required by regulations 7, 8, 9 and 14(1)(c), respectively: Provided that personal medical records shall only be made available to an occupational health practitioner;
- b. subject to paragraph (c), make the records contemplated in paragraph (a), excluding personal medical records, available for inspection by an inspector;
- c. allow any person, subject to formal consent in writing of an employee, to peruse the records with respect to that particular employee;
- d. make the records of all assessments and air monitoring, and the asbestos inventory available for perusal by the relevant health and safety representative or relevant health and safety committee;
- e. keep all records of assessments and air monitoring, and the asbestos inventory for a minimum period of 40 years;
- f. keep all medical surveillance records for a minimum period of 40 years and, if the employer ceases activities relating to asbestos work, shall hand over or forward by registered post all these records to the relevant provincial director: Provided that those records contain at least the following information:
 - i. Surname, forenames, gender, date of birth, name of spouse or closest relative and where available, permanent address and postal code;
 - ii. a record of types of work carried out with asbestos and, where relevant, its location, the starting and ending dates of exposure and average duration of exposure in hours per week;
 - iii. a record of any work with asbestos prior to this employment; and
 - iv. dates of medical surveillance reports;
- g. keep a record of the tests and investigations carried out in terms of regulation 18 (b) and of any repairs resulting from the relevant tests and investigations, and keep that record for at least three years; and
- h. keep a record of training given to an employee in terms of regulation 5(5) for as long as the employee remains employed at the workplace in which he or she is being exposed to asbestos.

22. Personal protective equipment and facilities

17. (1) An employer or self-employed person shall provide-

- a. all persons exposed to asbestos at the workplace with suitable protective clothing; and
- b. a person with suitable respiratory protective equipment to ensure that the person's exposure is adequately controlled as contemplated in regulation 11(1).

(2) Where respiratory protective equipment is provided, the employer or self-employed person shall ensure that-

- a. the relevant equipment is capable of keeping the exposure level at or below the OEL for asbestos;
- b. the relevant equipment is correctly and properly used;
- c. information, instruction, training and supervision that are necessary with regard to the use of the equipment are provided to the persons; and
- d. the equipment is kept in good condition and efficient working order.

(3) An employer or self-employed person shall, as far as is reasonably practicable-

- a. issue no personal protective equipment to a person, unless such equipment is cleaned, decontaminated and, where appropriate, sterilised;
- b. provide separate containers or storage facilities for personal protective equipment when not in use; and
- c. ensure that all personal protective equipment not in use is stored only in the place provided.

(4) An employer or self-employed person shall, as far as is reasonably practicable, ensure that all personal protective equipment contaminated with asbestos dust is cleaned and handled in accordance with the following procedures:

- a. Where the equipment is cleaned on the premises of the employer or self-employed person, care shall be taken to prevent contamination during handling, transport and cleaning;
- b. Where the equipment is sent off the premises to a contractor for cleaning purposes-
 - i. the equipment shall be packed in impermeable containers;
 - ii. the container shall be tightly sealed and clearly, labeled in the form of Annexure 1; and
 - iii. the relevant contractor shall be informed of these Regulations and the precautions to be taken for the handling of the asbestos contaminated equipment, and
- c. water that is used for decontamination or cleaning of equipment shall be filtered in accordance with regulation 18(2)(b) before being released into any water system.

(5) Subject to subregulation (4)(b), an employer or self-employed person shall ensure that no person removes dirty or contaminated personal protective equipment from the workplace: Provided that where personal protective equipment contaminated with asbestos dust has to be disposed of, it shall be treated as asbestos waste as contemplated in regulation 20.

(6) Subject to the provisions of the Facilities Regulations published by Government notice R. 1593 of 12 August 1988, the employer shall, where reasonably practical, provide employees who use personal protective equipment as contemplated in subregulation (1), with-

- a. adequate washing facilities which are readily accessible and located in an area where the facilities will not become contaminated, in order to enable the employees to meet a standard of personal hygiene consistent with the adequate control of exposure, and to avoid the spread of asbestos dust;
- b. two separate lockers labeled "protective clothing" and "personal clothing" respectively, and shall ensure that the clothing is kept separately in the lockers concerned; and
- c. separate change rooms labeled "clean change room" and "dirty change room", with suitable barrier and bathing facilities between to prevent the contamination of personal clothes with asbestos dust.

23. Maintenance of control measures

18. An employer or self-employed person shall ensure that

- a. all control equipment and facilities provided in terms of regulations 11, 12, 13, and 17 are maintained in good working order; and
- b. examinations and tests of engineering control measures are carried out at intervals not exceeding 24 months by an approved inspection authority or by a person whose ability to do such examinations and tests is verified by an approved inspection authority.

24. Labeling, packaging, transportation and storage

19. An employer or self-employed person shall, in order to avoid the spread of asbestos dust, take steps, as far as is reasonably practicable, to ensure that-
- a. the asbestos in storage or being distributed is properly identified, classified and handled in accordance with SABS 0228;
 - b. a container or a vehicle in which asbestos is transported is clearly identified, classified and packed in accordance with SABS 0228 and SABS 0229; and
 - c. any article or substance which contains asbestos is clearly labeled, in the form of Annexure 1.

25. Disposal of asbestos

20. An employer or self-employed person shall as far as is reasonably practicable ensure that-
- a. all asbestos waste is placed in containers that will prevent the likelihood of exposure during handling;
 - b. all vehicles, re-usable containers or any other similar articles which have been in contact with asbestos waste are cleaned and decontaminated after use, in such a way that such vehicles, containers or similar articles do not cause a hazard inside or outside the workplace concerned;
 - c. all asbestos waste which can cause exposure, is disposed of only on sites specifically designated for this purpose in terms of the Environment Conservation Act, 1989 (Act No. 73 of 1989), and the National Environmental Management Act, 1998 (Act No. 107 of 1998), and in such a manner that it does not cause a hazard inside or outside the site concerned;
 - d. all persons occupied in the collection, transport and disposal of asbestos waste, who may be exposed to that waste, are provided with suitable personal protective equipment; and
 - e. where the services of a contractor for the disposal of asbestos waste are used, a provision is incorporated into the contract stating that the contractor shall also comply with the provisions of these Regulations.

26. Demolition

21. Any person who intends to have demolition work carried out, shall-
- a. before the commencement of that work, take steps to ensure that-
 - i. demolition work is carried out by a person who is a registered asbestos contractor;
 - ii. all asbestos materials likely to become airborne are identified;

- iii. a plan of work is submitted for approval at least 30 days prior to the commencement of that work to an approved asbestos inspection authority who may at its discretion allow a shorter period of time for such submission and may approve standardised procedures for routine alterations or repairs: Provided that the stipulated time period shall not apply if the plan of work is drawn up by an approved asbestos inspection authority;
 - iv. a copy of the approved plan of that work, which has been signed by the approved asbestos inspection authority, the employer and, if the person performing that work is not the employer or self-employed person, the mandatory of the employer or self-employed person, is submitted to the provincial director at least 14 days prior to commencement of such demolition work: Provided that an inspector may allow a shorter period for such submission; and
 - v. copies of approved standardised procedures for demolition work are submitted to the provincial director at least 14 days prior to commencement of that work; and
- b. during and after the completion of demolition work, take steps to ensure that-
- i. all asbestos and materials containing asbestos are handled and disposed of in accordance with these regulations;
 - ii. all persons exposed to or likely to be exposed to asbestos are issued with appropriate personal protective equipment and that such equipment is used properly; and
 - iii. the premises, structure or area are thoroughly checked to ensure that all asbestos waste has been removed.

27. Prohibition

22. No person shall--

- a. use compressed air or permit the use of compressed air to remove asbestos dust from any surface or person;
- b. smoke, eat, drink or keep food or beverages in an area not specifically designated for it or require or permit any other person to smoke, eat, drink or keep food or beverages in such area; or
- c. apply asbestos by means of spraying or any other similar process or require or permit any other person to apply asbestos by means of such process.

28. Offences and penalties

23. Any person who contravenes or fails to comply with any provision of regulations 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13(2), 14, 15, 16, 17, 18, 19, 20, 21 or 22 shall be guilty of an offence and liable on conviction to a fine not exceeding 81000 or imprisonment for a period not exceeding 12 months and, in the case of a continuous offence, to an additional fine of 8200 for each day on which the offence continues or to additional imprisonment of one day for each day on which the offence continues: Provided that the period of such additional imprisonment shall in no case exceed 90 days.

29. Repeal of regulations

24. The Asbestos Regulations published under Government Notice No. R. 773 of 10 April 1987, as Government notice No. R. 1637 of 4 August 1989, are hereby repealed.

30. Short title

25. These Regulations shall be called the Asbestos Regulations, 2001.

22 NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent (**the Service Provider**) shall ensure that the Services to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in this RFQ, and shall thereby adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Service Provider, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Service Provider and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

YES	
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NO	
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23 SERVICE LEVELS

- 23.1 An experienced national account representative(s) is required to work with Transnet's sourcing/procurement department. [No sales representatives are needed for individual department/locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 23.2 Transnet will have quarterly reviews with the Service Provider's account representative on an on-going basis.
- 23.4 Transnet reserves the right to request that any member of the Service Provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 23.5 The Service Provider guarantees that it will achieve a 95% service level on the following measures. If the Service Provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly sales payable in the next quarter:
- a)
 - b)
 - c) on time deliverables
- 23.6 Service Provider must provide a telephone number for customer service calls.
- 23.7 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days' notice to the Service Provider.

Acceptance of Service Levels:

YES	
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NO	
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24 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Service Provider, in relation to:

24.1 Quality of Services required:

24.2 Continuity of Services *[refer clause 6.9 of Form ST&C]:*

24.3 Compliance with the Occupational Health and Safety Act, 85 of 1993 *[refer clause 8.1(f) of Form ST&C]:*

24.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002 *[refer paragraph 0 above]:*

Section 3

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [Terms and each Term] and Transnet's purchase order(s) [Order or Orders] represent the only conditions upon which Transnet SOC Ltd [Transnet] procures goods [the Goods] or services [the Services] specified in the Order from the person to whom the Order is addressed [the Supplier/Service Provider]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.
- 3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

- 4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Goods/Services so that they become non-infringing,

provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

8 TERMINATION OF ORDER

- 8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.
- 8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

9 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

10 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Goods/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the Goods/Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

11 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the winding up or administration of the Supplier/Service Provider, Transnet is at liberty

to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

12 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

13 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

14 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

15 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

16 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at _____ on this _____ day of _____ 20____

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

Respondent's contact person: *[Please complete]*

Name	:	
Designation	:	
Telephone	:	
Cell Phone	:	
Facsimile	:	
Email	:	
Website	:	

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to TIP-OFFS ANONYMOUS : 0800 003 056**

Respondent's Signature

Date & Company Stamp

Section 4
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** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
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. **Certified copy** of valid Company Registration Certificate [if applicable]
9. A signed letter from your auditor or accountant confirming most recent annual turnover figures

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

Vendor Application Form

Company trading name							
Company registered name							
Company Registration Number or ID Number if a Sole Proprietor							
Form of entity [✓]	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number [if registered]							
Company telephone number							
Company fax number							
Company email address							
Company website address							
Bank name				Branch & Branch code			
Account holder				Bank account number			
Postal address						Code	
Physical Address						Code	
Contact person							
Designation							
Telephone							
Email							
Annual turnover range [last financial year]		< R5 m		R5 - 35 m		> R35 m	
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 services [e.g. Stationery/Consulting]							

Complete B-BBEE Ownership Details:

% Black ownership		% Black women ownership		% Disabled Black ownership	
Does your company have a B-BBEE certificate		Yes		No	
What is your B-BBEE status [Level 1 to 9 / Unknown]					
How many personnel does the firm employ		Permanent		Part time	

If you are an existing Vendor with Transnet please complete the following:

Respondent's Signature

Date & Company Stamp

Transnet contact person	
Contact number	
Transnet Operating Division	

Duly authorised to sign for and on behalf of Company / Organisation:

Name		Designation	
Signature		Date	

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

Section 6: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to Quotations and/or Agreements for the supply of Services.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

Respondent's Signature

Date & Company Stamp

Section 7: CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF ENTITY:

I/We

_____ do
hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and
all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed
supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an
allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the
purpose of calculating my/our offered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2012

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

)

Respondent's Signature

Date & Company Stamp

Section 8: GENERAL BID CONDITIONS - SERVICES

Refer General Bid Conditions attached hereto

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

**Section 9: STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES TO TRANSNET**

Refer Form ST&C attached hereto.

**Respondents should note the obligations as set out in
clause 20 [*Terms and Conditions of Bid*]
of the General Bid Conditions [RFQ Section 3] which reads as follows:**

"The Service Provider shall adhere to the Standard Terms and Conditions of Contract as set out in Form ST&C – Services, a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer alternatives. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be."

Section 10: RFQ DECLARATION FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
4. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
5. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group.

If such a relationship exists, Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]

Respondent's Signature

Date & Company Stamp

6. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
7. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. [Refer "Important Notice to Respondents" overleaf].
8. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of _____ 2012

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFQs exceeding R5, 000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFQ process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

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Section 11: BREACH OF LAW

NAME OF ENTITY: _____

I/We _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

Section 13: SERVICE PROVIDER CODE OF CONDUCT

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

The Transnet Procurement Procedures Manual [PPM];

Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fair, equitable, transparent, competitive and cost effective;

The Public Finance Management Act [PFMA];

The Broad Based Black Economic Empowerment Act [B-BBEE]; and

The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFQ to formally apprise prospective Transnet Service Providers of Transnet's expectations regarding behaviour and conduct of its Service Providers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

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

1. *Transnet will not participate in corrupt practices and therefore expects its Service Providers to act in a similar manner.*

Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our Service Providers.

Employees must not accept or request money or anything of value, directly or indirectly, to:

- illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
- gain an improper advantage.

There may be times when a Service Provider is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Service Providers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

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

Service Providers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.

Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

3. Transnet's relationship with Service Providers requires us to clearly define requirements, exchange information and share mutual benefits.

Generally, Service Providers have their own business standards and regulations. Although Transnet cannot control the actions of our Service Providers, we will not tolerate any illegal activities. These include, but are not limited to:

- misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
- collusion;
- failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
- corrupt activities listed above; and
- harassment, intimidation or other aggressive actions towards Transnet employees.

Service Providers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Service Provider is expected to participate in an honest and straight forward manner.

Service Providers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet.

Doing business with family members

Having a financial interest in another company in our industry

Section 14: CERTIFICATE OF ATTENDANCE OF SITE MEETING / RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the site meeting / RFQ briefing in respect of the proposed Services to be supplied in terms of
this RFQ on _____ 2013

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

Section 15: NON-DISCLOSURE AGREEMENT [NDA]

Complete and sign the Non-Disclosure Agreement attached hereto

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

Section 17: E4B – MINIMUM COMMUNAL HEALTH REQUIREMENTS

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 Quotations 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.
- 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.

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**Section 18: E4E – SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS**

1. General

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
 - (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
 - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
 - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- 2.3 "**competent person**" in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate

qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;

- 2.4 **"Contractor"** means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.
- 2.5 **"fall protection plan"** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 **"health and safety file"** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **"Health and Safety Plan "** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **"Risk Assessment"** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **"the Act"** means the Occupational Health and Safety Act No. 95 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 20 person days of construction work and if the construction work:-
- (a) includes excavation work deeper than 1m; or
 - (b) includes working at a height greater than 3 metres above ground or a landing.
- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case

execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.

- 3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Transnet's safety requirements and procedures.

4. Special Permits

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
 - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
 - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
 - (b) the analysis and evaluation of the hazards identified;

- (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
- (d) the site access control measures pertaining to health and safety to be implemented;
- (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

5.4.1 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.

5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.

5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

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

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

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

"PREVIEW COPY ONLY"

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

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

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

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

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

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

6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2). _____
7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

Respondent's Signature

Date & Company Stamp

9. Expected commencement date: _____
10. Expected completion date: _____
11. Estimated maximum number of persons on the construction site: _____
12. Planned number of contractors on the construction site accountable to the principle contractor:

13. Name(s) of contractors already chosen.

2.2 Principal Contractor

Date

2.3 Client

Date

- "PREVIEW COPY ONLY"**
- * 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.

Respondent's Signature

Date & Company Stamp

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 :- _____

"PREVIEW COPY ONLY"

ACCEPTANCE OF DESIGNATION

*do hereby accept this Designation and
acknowledge that I*

_____ *understand the requirements of this appointment.*

Date : _____

Signature :- _____

Designation :- _____

ANNEXURE 3

(COMPANY LETTER HEAD)

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

DECLARATION

In terms of the above Act I,

am personally assuming
the duties

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

Signature :-

Date :

ANNEXURE 4

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

SITE ACCESS CERTIFICATE

Access to : _____ (Area)

Name of Contractor/Builder :- _____

Contract/Order No.: _____

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

In terms of your contract/order with

(company) _____

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

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

Signed : _____

Date : _____

TECHNICAL OFFICER

Respondent's Signature

Date & Company Stamp

ACKNOWLEDGEMENT OF RECEIPT

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

***do hereby acknowledge and accept
the duties***

***and obligations in respect of the Safety of the site/area of Work in terms of the Occupational
Health and Safety Act; Act 85 of 1993.***

Name : _____

Designation : _____

Signature : _____

Date : _____

"PREVIEW COPY ONLY"

**Section 19: BBD8210 VERSION 1 – E7/1 – SPECIFICATION TO GENERAL WORK AND
WORKS ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE
EQUIPMENT**

Refer to attached form hereto

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

Section: 20 - SCHEDULE OF PLANT AND EQUIPMENT

RFQ NUMBER ERAC-NPG-012374

SCHEDULE OF PLANT

Schedule of major plant and equipment to be used in the execution of this contract in terms of the Contract Conditions and specifications. The respondent must state which plant is immediately available and which will have to be acquired.

(i) Plant immediately available for work tendered for:

(ii) Plant on order and which will be available for work tendered for:

(iii) Plant to be acquired for the work tendered for:



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 Employer's Deputy, 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 Employer's Deputy and landowner/occupier may demand to prevent the creation of a nuisance.
- 1.7 When so instructed by the Employer's Deputy, 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 Employer's Deputy 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 Employer's Deputy 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.
- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Employer's Deputy.
- 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)

TRANSNET SOC LIMITED

(Registration no. 1990/000900/30)

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

1. General

- 1.1 The Contractor and Transnet SOC Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Project Manager or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

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

3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-

- (a) includes the demolition of a structure exceeding a height of 3 metres; or
- (b) includes the use of explosives to perform construction work; or
- (c) includes the dismantling of fixed plant at a height greater than 3m,

and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-

- (a) includes excavation work deeper than 1m; or

- (b) includes working at a height greater than 3 metres above ground or a landing.
- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Project Manager or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Project Manager. 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 Project Manager.
- 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 Project Manager 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 Project Manager 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 Project Manager or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

5. Health and Safety Programme

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

- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
- (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:

- (a) The identification of the risks and hazards that persons may be exposed to;
- (b) the analysis and evaluation of the hazards identified;
- (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
- (d) the site access control measures pertaining to health and safety to be implemented;
- (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Project Manager with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and

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

6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.

6.3 The fall protection plan shall include:-

- (a) A Risk Assessment of all work carried out from an elevated position;
- (b) the procedures and methods to address all the identified risks per location;
- (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
- (d) the training of employees working from elevated positions; and
- (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

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

8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Project Manager.

8.3 The Contractor shall hand over a consolidated health and safety file to the Project Manager upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

2. Principal contractor's compensation registration number:

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

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

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

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

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

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

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

8. Nature of the construction work:

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

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

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

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

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

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

ANNEXURE 2

(COMPANY LETTER HEAD)

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

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In _____ terms _____ of
I, _____

representing the Employer) do hereby
appoint _____

As the Competent Person on the
premises at _____

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

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

Date : _____

Signature :- _____

Designation :- _____

ACCEPTANCE OF DESIGNATION

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

Date : _____

Signature :- _____

Designation :- _____

ANNEXURE 3

(COMPANY LETTER HEAD)

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

DECLARATION

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

Signature :- _____

Date : _____

"PREVIEW COPY ONLY"

ANNEXURE 4

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

SITE ACCESS CERTIFICATE

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

The contract works site/area described above are made available to you for the carrying out of associated works
In terms of your contract/order
with
(company
) _____

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

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

Signed : _____ **Date :** _____

PROJECT MANAGER

ACKNOWLEDGEMENT OF RECEIPT

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

Name : _____ **Designation :** _____

Signature : _____ **Date :** _____

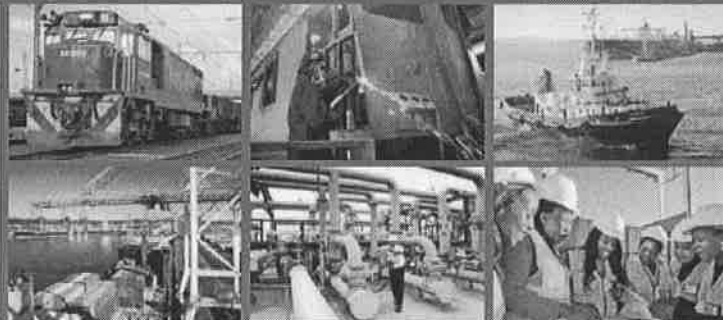
TRANSNET



delivering on our commitment *to you*

Suppliers Code of Conduct

"PREVIEW COPY ONLY"



Suppliers Code of Conduct

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

These are:

- » Transnet Procurement Policy - A guide for tenderers;
- » Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- » The Public Finance Management Act (PFMA);
- » The Broad Based Black Economic Empowerment Act (BBBEE); and
- » The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

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

Transnet will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- » Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.



- » Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.

- » There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

Transnet is firmly committed to free and competitive enterprise.

- » Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- » Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.

- » Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.



These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.
- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- >> Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

- >> Doing business with family members.
- >> Having a financial interest in another company in our industry.



Show that you support good business practice by logging onto
www.transnet-suppliers.net and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

TIP-OFFS ANONYMOUS HOTLINE
0800 003 056