

Transnet Freight Rail, a division of

**TRANSNET SOC LTD**

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

**REQUEST FOR QUOTATION [RFQ] No BFX/53235**

**FOR THE PROVISION OF : SUPPLY AND LAY PAVING AT CONTROL POINT B, LONG STREET, BLOEMFONTEIN**

**FOR DELIVERY TO: REAL ESTATE MANAGEMENT, BLOEMFONTEIN**

**ISSUE DATE : 18 SEPTEMBER 2014**

**CLOSING DATE : 14 OCTOBER 2014**

**CLOSING TIME 10:00**

**FORMAL BRIEFING : 30 SEPTEMBER 2014 AT 10:00 - A COMPULSORY PRE-QUOTATION SITE MEETING AND/OR BRIEFING SESSION WILL BE CONDUCTED AT REAL ESTATE MANAGEMENT, NATHAN STREET, BLOEMFONTEIN**

**NOTE**

RFQ DOCUMENTS MAY BE OBTAINED ON AND AFTER THURSDAY, 18 SEPTEMBER 2014 AT TRANSNET FREIGHT RAIL, SUPPLY CHAIN SERVICES, ROOM 102, 1<sup>ST</sup> FLOOR, TRANSNET ENGINEERING ADMIN BUILDING, TRANSNET ROAD, BLOEMFONTEIN

LAST DATE OF ISSUE - RFQ BFX/53218 WILL ONLY BE ISSUED UNTIL 15:00 ON FRIDAY, 26 SEPTEMBER 2014

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

.....  
Respondent's Signature

.....  
Date & Company Stamp

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

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

**METHOD:** Courier or By hand

**CLOSING VENUE:** The Secretariat  
Acquisition Council  
Admin Support Office  
Tender Box  
Office No. 2  
Real Estate Management Building  
Austen Street, Beaconsfield  
Kimberley (Contact person: Maggie Pain Tel: 053-838 3341)

**1 Responses to RFQ**

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

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

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

**2.1 B-BBEE Scorecard and Rating**

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

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

The value of this bid is estimated to be below R1000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

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

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic

Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

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

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

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

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

### 3 Communication

a) Respondents are warned that a respondent will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

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

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

c) Respondents may also, at any time after the closing date of the RFQ, communicate with Admin Support Office (Maggie Pain) on any matter relating to its RFQ response:

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

### 4 Tax Clearance

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

### 5 VAT Registration

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

### 6 Legal Compliance

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

### 7 Changes to Quotations

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

.....  
Respondent's Signature

.....  
Date & Company Stamp

**8 Pricing**

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

**9 Prices Subject to Confirmation**

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

**10 Negotiations**

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

**11 Binding Offer**

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

**12 Disclaimers**

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

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

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

**13 Transnet's supplier integrity pact**

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

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

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

#### 14 Evaluation Criteria

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

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

#### 15 Validity Period

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

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

#### 16 Banking Details

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

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

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

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

#### 17 Company Registration

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

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

#### 18 Disclosure of Prices Quoted

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

\_\_\_\_\_

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

YES  NO

## 19 Returnable Documents

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

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

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

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

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> <li>- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference</li> </ul>	
<ul style="list-style-type: none"> <li>- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference</li> </ul>	
<ul style="list-style-type: none"> <li>- 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</li> </ul>	
<ul style="list-style-type: none"> <li>- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]</li> </ul>	
<ul style="list-style-type: none"> <li>- Valid Letter of Good Standing from the Compensation Commissioner</li> </ul>	
<ul style="list-style-type: none"> <li>- Valid CIDB Certificate – Level 2GB or higher</li> </ul>	
SECTION 2 : Quotation Form (Contractors price list per item)	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> <li>• Original cancelled cheque or bank verification of banking details</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of IDs of shareholder/directors/members [as applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of the company's shareholding/director's portfolio</li> </ul>	
<ul style="list-style-type: none"> <li>• Entity's letterhead</li> </ul>	

Respondent's Signature

Date & Company Stamp

Returnable Documents	Submitted [Yes or No]
<ul style="list-style-type: none"> <li>• Certified copy of VAT Registration Certificate [RSA entities only]</li> <li>• Certified copy of valid Company Registration Certificate [if applicable]</li> </ul>	
ANNEXURE A – B-BBEE Preference Points Claim Form	
Special conditions civil work	
Specifications per item	
Form E.4E Transnet (Jan 2004) Safety arrangements and Procedural compliance with the Occupational Health and Safety act (Act 85 of 1993 and applicable	

"PREVIEW COPY ONLY"

.....  
Respondent's Signature

.....  
Date & Company Stamp

## Section 2 QUOTATION FORM

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

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

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

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

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

### Price Schedule

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

**See Contractor Tender Price List per item – Annexure B**

#### Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

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

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



## ANNEXURE B

### **CONTRACTOR TENDER PRICE LIST PER ITEM**

**BUILDING DESCRIPTION** LAY PAVING AT WEST JART

**CITY / TOWN:** BLOEMFONTEIN

**TENDER NO:**

**ASSET NO:** NVX3901B

#### **CONTRACTOR TENDER PRICE LIST FOR INTERIOR AND EXTERIOR WORK TO BUILDINGS**

Measurements and or quantities do not include off cuts or waste all measurements of material is measure as nett fixed. Contractor to add his own % for off cuts and waste.

The contractor is responsible to check all the measurements and quantities before ordering any material. The measurement and quantities are only a guide for tender purposes.

Value Added Tax (VAT) shall be excluded in the schedule of rates and prices.

To be supplied by the Contractor: The Contractor shall provide all labour, material, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORK as per the attached worklist and specification and as may be ordered by the Project Manager.

**GENERAL:** The Building will be occupied during renovations, the Project manager, contractor and manager of the TFR staff using the building will discuss and agree on site the maintenance plan for the building. The necessary move of furniture in the same room if necessary is included in all the items. All normal cleaning, preparation include sanding, stopping and wash of items to be painted as specified by the paint manufacturer is included in all the paint items, Where abnormal cleaning is required it will be specified as an additional item. All scaffolding and use of ladders up to 4.50m high interior and exterior if and as necessary is part of all the items. All work shall be done according to the attached specifications and shall comply with the National building regulations. Unless otherwise specified all materials must comply with SANS specifications. Where no applicable SANS Specification exists the materials must be approved by the Transnet freight rail project manager. All material shall be fitted, install or applied as specified by the manufacture.

The contractor shall be liable for any damages cause by him or his staff to any Transnet freight rail property and/or equipment.

**SAFETY:** The contractor shall comply with the Occupational Health Safety Act, 1993 (Act 85 of 1993).

Page 1 of 2

SUB TOTAL PAGE 1

TENDER NO:

ASSET NO: NVX3901B

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
<b>CONCRETE SLABS/PAVING</b>					
809	Lay 25 MPA cement paving bricks. Item includes preparation to area (remove plants/grass, filling, levelling of ground, compaction of soil) and bedding sand and restraining edges. all work and material shall comply with attached specifications	468	M^2		

Tenderer signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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TENDER NO:

ASSET NO: NVX3901B

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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**PRELIMINARY AND GENERAL**

P and G shall include all cost not directly relate to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work .

P + G

--

RISK AND SAFTEY

--

TOTAL CIVIL

--

TOTAL ELECTRICAL

--

SUB TOTAL

--

VAT

--

TOTAL

--

**RISK ASSESSMENTAND SAFTEY INDUCTION**

Cost for the risk assessment must include a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work must be provided and implemented.

Cost for the risk assessment and saftey include complete compliance with the current Occupational Health Safety Act.

Included in risk and saftey, The standardised Transnet freight rail induction shall be given to all staff of all contractors at the start of each project and the contractors shall send all his staff that will work on the Transnet freight rail site to the induction on the date as agreed on between TFR Project manager and the contractor

**The sub total price, excluding VAT, must be carried over to the Service Fee and Cost Form, Section 6 of the RFQ. The amount must also be written in words on the Service Fee and Cost Form.**

"PREVIEW COPY ONLY"

Tenderer signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



### Section 3

## Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

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

**NB:**

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

### IMPORTANT NOTES:

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

Respondent's Signature

Date & Company Stamp



# Supplier Declaration Form

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

Respondent's Signature

Date & Company Stamp

**RFQ BFX/53235 FOR THE PROVISION OF : SUPPLY AND LAY PAVING AT CONTROL POINT B, LONG STREET, BLOEMFONTEIN**

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

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

**1. INTRODUCTION**

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

**2. GENERAL DEFINITIONS**

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

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

### 3. ADJUDICATION USING A POINT SYSTEM

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

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

**"PREVIEW COPY ONLY"**

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

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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



- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 900 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

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

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

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

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

**5.2 Subcontracting:**

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

If YES, indicate:

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

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

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

- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporations
- Company (Pty) Ltd

(v) Describe Principal Business Activities

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

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g Transporter, etc

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

**BID DECLARATION**

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

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

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**WITNESSES:**

- 1. ....
- 2. ....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

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**TRANSNET LIMITED**  
(REGISTRATION NO 1990/000900/06)

trading as Transnet freight rail  
(Hereinafter referred to as TRANSNET)

**GENERAL BUILDING MAINTENANCE WORK TO TRANSNET FREIGHT RAIL ASSET PROVIDE  
PAVEING AT WEST JART BLOEMFONTEIN**

**SPECIAL CONDITIONS CIVIL WORK**

**Scope of work**

This contract comprises the performance of general work as specified and according to attached specifications and plans as per annexure A, and B for the Civil building trades.

All work in the specification must be carried out strictly according to local and National Civil building regulations

1. **Site Location:**

The sites are situated at the Transnet freight rail at loco

2. This contract will consist of a contract document and letter of acceptance

DEFINITIONS: Project Manager means any person appointed by Transnet Freight Rail from time to time to supervise and take charge of the Contract.

Transnet Freight Rail is a business unit of Transnet Limited, Registration No 90/00900/06, a Company registered under the Company Laws of the Republic of South Africa.

Works means the works to be executed in terms of this contract.

3. **Discrepancies in Tender:**

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. If in the Bill of Quantities there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderers will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices

4. **Acquaintance with Contract Documents**

The tenderers are required to acquaint themselves with the contents of the aforesaid documents and complete the following forms:

The tenderers are required to check the number of pages and should any be found to be missing or in duplicate or the figures or writing to be indistinct or should there be any doubt or obscurity as to the meaning of any particular word or phrase or descriptions or should tenderers consider that any item is incorrectly or inadequately described they must inform, the Senior Buyer (SCS) of the project, at once in writing, under reference and have the matter rectified or explained as the case may be, as no liability whatsoever will be admitted by Transnet freight rail in respect of errors in a tender due to the foregoing.

No alterations, erasures or additions of any kind shall be made by the tenderers, in from or to any part of this specification unless expressly required to be made by written notice and should any unauthorized alterations, erasures or additions be made, they will not be recognized by Transnet freight rail.

5. **Communication and Availability:**

The Contractor shall provide sufficient communication facilities including e-mail address and fax machine in order that he may be reached at any time and place during the duration of the contract.

6. **Certificates of Compliance**

Where required as per the by laws of any Local Authority or Municipality the Contractor will provide the necessary Compliance certificates of completed work. All Electrical work MUST have a Certificate of Compliance issued once the work is completed.

## **7. Competency and Qualifications**

The Contractor shall also provide:

- a. Satisfactory proof of his or his staff's qualifications for the task required before Transnet will permit him/her to commence this task duty.  
Acceptable proof of qualifications shall be:
  - i. A trade test diploma from the Department of Manpower issued at a test centre;
  - ii. A completed contract of apprenticeship;
  - iii. Proof of qualification acceptable to the Department of Manpower in the case of qualified artisans from a foreign country
  - iv. A license for water connections, if applicable;
  - v. *Plumbing work shall be done by a trained/registered plumber or under the supervision of a register plumber as require by law in the national building regulations, regulation A18 CONTROL OF PLUMBERS AND PLUMBING WORK. A certificate of Compliance must be issued as per IOPSA and the Government Notice R 1875, 31<sup>st</sup> August 1979*
  - vi. Any competency as needed and recognized by the Department of Labour.
  - vii. Proof that he is able to perform all kinds of general repair work.
- b. If the workmanship is not of standard, albeit that the incumbent who undertakes the work is qualified as per clause 13 above, Transnet will reserve the right to ask that this incumbent be removed for doing work for Transnet.
- c. The successful tenderer shall give a name list of his employees who shall perform the various tasks to Transnet.

In addition to above the site contractor foreman / person in charge at the site shall have the necessary experience to do the necessary supervising and quality control of all the necessary tasks to complete the project to the satisfaction of Transnet freight rail

## **8. Environment**

The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- i. The National Environmental Management Act, 107/1998;
- ii. The Environmental Conservation Act, 73/1989; and
- iii. The National Water Act, 36/1998.
- iv. The Construction Regulations GN 1010 (Act 85)

The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractor's cost.

## **9. Transnet Specifications (Enclosed)**

- a. Occupational Health & Safety Act 85 (of 1993)

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993).

## **10. Handing over of Site**

No work will commence on any individual project before the site has been officially handed over by the project manager by means of a written site hand over document and instruction in the Site Instruction Book.

## **11. Sub-contractor**

The Contractor shall not assign his obligations under the contract, nor sublet the contract work. Where specialized work or part there of is required the contractor can use a sub contractor with the consent of the Transnet freight rail Project Manager. Specialized work will include Vertical blinds, carpets, tinting of window panes. Breach of this condition will entitle Transnet to cancel the contract forthwith.

## **12. Price structure and payment**

- a. Payments shall be made (within 30 days of receiving of invoice by finance in Johannesburg) when work is completed, (minus retention money), and in accordance with the Schedule of Rates and Prices.  
Payments will be paid for each particular project once completed. If the working period in the project is longer than one month a progress payment may be made. This will be a part payment for the work completed on the date of measurement  
No payment will be made for material on site.
- b. The invoiced amount payable to the Contractor shall be the sum of the charges as agreed and set out in the Schedule of Rates and Prices of each individual project and as approved on the acceptance letter for the project.

**13. Retention:-**

Transnet will retain 10% of the value of the civil work for a period of SIX months (the maintenance period) or such further period beyond the maintenance period if defects have not yet been made good to the satisfaction of the Project Manager.

**14. Advertising rights & Trading**

- a. The Contractor acknowledge that he is acquainted with the provisions of section 14(2) of the Merchandise Marks Act of 1941, in terms of which he is prohibited from advertising the fact that he is a Contractor to Transnet unless the written authority of Transnet thereto has first been obtained. Transnet reserves all advertising rights on Transnet's property.
- b. The Contractor shall not trade on Transnet's property.

**15. Supervision**

Transnet Real Estate technical manager will designate a responsible person (Project manager) to take control of the supervision and management of the contract. The contractor shall only respond to these incumbents that have been appointed in writing any instruction that is not given via the delegated managers will be null and void.

**16. Inspection of work**

- a. During the process of the contract, all materials used and all work being undertaken by the Contractor shall be subjected to periodic inspections.
- b. Should at any stage in the progress of the said works, an inspection visit or test reveal any defects due to improper materials or workmanship or any other fault or neglect on the part of the Contractor, such defective materials or workmanship shall immediately be replaced or remedied by the Contractor at his own expense and to the entire satisfaction of the authorized representative.
- c. No work shall be covered up or put out of view without the approval of the Project Manager. The Contractor shall afford full opportunity for the Project Manager to examine and measure any work, which is about to be covered up or put out of view before permanent work is place thereon.
- d. The Contractor shall give due notice to the Project Manager whenever such work is ready or about to be ready for examination. The Project Manager shall without unreasonable delay, examine and or measure such work as required.
- e. The Contractor shall uncover any parts or parts of the work or make openings in or through the same as the Project Manager may from time to time direct and shall reinstate and make good such parts to the satisfaction of the Project Manager. The Contractor's costs for the reinstating shall be borne by the Contractor.

**17. Instructions to the contractor and Site records**

Instructions to the Contractor shall be confirmed in writing and only requests that are received in writing,

(By Fax) or written in the recognized Site Instruction book will be accepted for payment.

a. Site Diary

The Contractor shall provide a diary ( A5 or bigger ), in triplicate to record ALL day-to-day work done, weather conditions, staff on site and incidents that could occur during the contract period. This includes weather, number of workers on the site, incidences that have occurred and what work is to be done on that day. These records shall be used to enable the parties to determine exactly how many hours per day (including overtime) the Contractor and his staff have been working on a particular project

b. Site Instruction Book

The Contractor shall provide a site instruction book ( A5 or bigger ), 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. For each project.

18. Program & Planning of the work:

The contractor shall provide to the Project Manager with a detailed plan of how he intends to do the work. This plan must be to the requirements of the operation of Transnet freight rail with minor disruptions as no delays must be allowed for in this regard. The program must be agreed to (in the site instruction book) before any work will be allowed to commence. The program can be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

19. Additional work

No work will be recognized for additional payment unless it has been asked for and a variation order approved and the VO recorded and signed by the Project Manager in the aforesaid book.

20. Electricity supply and water supply

Electricity may be made available to the Contractor. The contractor must adhere to the safety standards as per the General Safety Regulations, Electrical Machine Regulations, Electrical Installation Regulations of the Health and Safety Act (Act 85 of 1993) and SABS 0142.

Water may be made available for the purpose of construction of the works only. The water shall be used conservatively and if not, this privilege shall be removed and the water shall be metered, and the cost of the metered water shall be borne by the Contractor as well as all charges as entertained by Transnet. The Contractor must supply all connections, hoses, etc., as necessary.

21. Access to site, store for contractor material equipment and Transnet staff occupying buildings

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet in every way.

Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing.

The contractor will provide his own portable store facilities, the store appearance shall be subject to the approval of the Transnet project manager. The location where the store may be placed shall be showed to the contractor by the Transnet freight rail Project manager and the store may only be place at this approved location.

All debris and materials removed from the building shall be safely and neatly stacked at an approved location and the area shall be cordoned off with barrier tape.

The contractor is responsible for the safe keeping of all his material and equipment on site, the contractor can have two staff members on site 24 hours 7 day a week to protect his material and equipment, these staff members will act as security and will not be allowed to sleep, wash or cook food on the Transnet premises.

The Building will not be occupied during the renovations The labour required to move any furniture, in the same room, if necessary is to be included in all items.

22. Security

A list of names of workmen shall be given to the manager to arrange for the necessary permits.

A 48 Hours minimum notice is necessary for processing these permits. This includes changes to staff

during the contract period. The contractor shall also provide each of his workers with a laminated identification card. On the front of the card must be the contract business name and a photo of the employee. On the back of the card the following local emergency numbers shall be printed. Ambulance service, Fire department and Police.

The employee shall not be allowed on site if he does not have his identification card with him.

**23. Materials found on site:**

The Contractor shall not use on the works any materials found on the site without the prior written consent of the manager. No material that is lying on the site or on Transnet's property may be removed (even if deemed as scrap) by the contractor.

**24. Measure of work**

Contractor to check all measurements provided on work and price list before submitting quote per project. The list provided by Transnet is only a guide, contractor to inform project manager of any discrepancies in measurements and quantities before submitting quote for Project. Contractor is also responsible to do all measuring work for material needed.

**25. Site meetings**

Site meetings to discuss the project will be held, on a regular basis as agreed upon, between Transnet Freight Rail Project manager and the Contractor, ( Relevant Sub contractors / Specialists may be requested to attend).

Progress and site inspection meetings will take place on a regular basis, once a week or as per arrangement.

**26. Hire equipment**

If necessary to hire abnormal equipment to do any work, the payment for the hire equipment shall be market related priced, actual invoice plus a 10% markup. These costs shall be included in the quote for the project. The approval of the Transnet Project manager is required before such equipment is hired.

**27. Working outside normal working hours:**

Normal working hours are between 07:30 and 16:00 Mondays to Fridays.

The Project manager, the contractor and Manager of the Transnet staff using the building will meet to discuss and agree if contractor requests work outside the normal hours as indicated above and on Weekends and Public Holidays. Due to security reasons this may be disallowed.

**28. Safety**

The Contractor shall submit a Health and safety plan before any site will be handed over for approval. The health and safety plan will cover all the projects under the contract, the health and safety plan shall include a risk assessment to cover the standard risk and safety plan to general maintenance and alteration work to buildings. As per this list

- a. *Erection & dismantling and working on Scaffold*
- b. *Using ladders*
- c. *Working on sloping roof*
- d. *Working within a public area*
- e. *Hazardous chemical substances*
- f. *Noise*
- g. *Hire plant and machinery*
- h. *Fire fighting equipment*
- i. *Gas cylinders*
- j. *Portable electrical tools*
- k. *Transport staff*
- l. *Transport material*
- m. *Occupational health*
- n. *Welfare facilities*
- o. *Speed restriction*
- p. *Permits*
- q. *Occupational health and safety signage*
- r. *Personal protective clothing, equipment (PPE)*
- s. *Potential hazard situations*
- t. *Working at Heights of more than 3metre*



- u. Working Near to Electricity overhead lines
- v. Installing and replacing electrical equipment

**Precautions to be taken: See Transnet attached E7-1 document**

The contractor will however also be responsible to do a risk assessment of each individual project and if there is any risk at an individual project that is not covered under the general risk assessment that is included in the health and safety plan the risk assessment will be included in the health and safety plan.

Contractor will have first aid box on site at every project, except if where buildings are not further than 100m from building where the first aid kit is kept.

*The first aid box shall be stocked with the equipment as per general safety regulation and the location of the first aid box will be indicated with appropriate signage*

The contractor and all his employees shall attend a Safety Induction session on safety before any work start on Transnet property. The contractor and his employees shall sign a register that they attended the Safety Induction session and only workers who have attended the session will be allowed to work on the site.

**29. Insurance**

The contractor shall provide the insurance for the following:  
Public Liability and safety of contractor's employees.

**30. Substance abuse testing**

The OHS Act (Act 85 of 1993) clearly states in the Safety Regulations no. 2A "INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace". Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

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## ANNEXURE A

**BUILDING DESCRIPTION: LAY PAVING AT WEST JART**

**CITY / TOWN: BLOEMFONTEIN**

**TENDER NO:**

**ASSET NO: NVX3901B**

**ITEM NO. SPECIFICATIONS PER ITEM.**

### CONCRETE SLABS/PAVING

- 809 Work description: Lay paving bricks. Item include levelling of ground.  
BRICKS: Class A, 25 MPA Grey Concrete Pavers, are to be used. Thickness to be 60mm. Bricks to have a chamfer on all edges. RESTRAINING EDGES. These are to be rectangular pavers and laid on a 50mm mortar bed ( 1 cement and 6 sand) at right angles to the paving.  
BEDDING SAND: Sand for bedding shall be free from solids and substances that may be deleterious to blocks. JOINTING SAND: Sand shall be free of any solids and fine enough to penetrate joints. PLANT: A Mechanical Plate Vibrator is to be used to bed the blocks and vibrate the jointing sand into the joints. GENERAL: Bricks are to be laid in accordance with the Paving Bricks manual as supplied by The Concrete Masonry Association. Correctly graded sand to be used for bedding and jointing. Bricks are to be tightly compacted before jointing sand is applied. Excess jointing sand to be swept away and removed. Any area showing signs of "sagging" or "kicking" will be re-laid. No "ponding" will be allowed. All manhole tops are to be raised so as to be level with the block surfaces. Pavers used are to be free of any defects, cracks or breakages. Paving to be provided with a 50mm cross fall taken from centre line of road to edge. The contractor will be responsible to remove all rubble and excess material from site. Site to be left clean and tidy. If paving to be laid is for an apron around a building, the paving shall have a fall away from building of 40mm over a 1.20m wide apron.

Tenderer signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**EXTERIOR WORK LIST**

ASSET NO NVX3901B

**LAY PAVING AT WEST JART**

BLOEMFONTEIN

No	EXTERIOR WORK ITEM	UNIT	FRONT	LEFT	BACK	RIGHT	TOTAL
<b>CONCRETE SLABS/PAVING</b>							
809	Lay 25 MPA cement paving bricks. item includes preparation to area (remove plants/grass, filling, levelling of ground, compaction of soil) and bedding sand and restraining edges. all work and material shall comply with attached specifications	M^2	468	0	0	0	468

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**TRANSNET SOC LIMITED**

(Registration no. 1990/000900/30)

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND APPLICABLE REGULATIONS****1. General**

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

**2. Definitions**

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
  - (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
  - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
  - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- 2.3 "**competent person**" in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 "**contractor**" means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.
- 2.5 "**fall protection plan**" means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;

- 2.6 **"health and safety file"** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **"Health and Safety Plan "** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **"Risk Assessment"** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **"the Act"** means the Occupational Health and Safety Act No. 85 of 1993.

### 3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
  - (b) includes the use of explosives to perform construction work; or
  - (c) includes the dismantling of fixed plant at a height greater than 3m,
- and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
- (a) includes excavation work deeper than 1m; or
  - (b) includes working at a height greater than 3 metres above ground or a landing.
- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Transnet's safety requirements and procedures.

### 4. Special Permits

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

## 5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
  - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
  - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
  - (b) the analysis and evaluation of the hazards identified;
  - (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
  - (d) a monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
  - (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
  - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
  - (d) the site access control measures pertaining to health and safety to be implemented;
  - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
  - (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

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

## 6. Fall Protection Plan

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

## 7. Hazards and Potential Hazardous Situations

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

## 8. Health and Safety File

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

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

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**ANNEXURE 1**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

**Regulation 3(1) of the Construction Regulations**

**NOTIFICATION OF CONSTRUCTION WORK**

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

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

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

\_\_\_\_\_

13. Name(s) of contractors already chosen.

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

\_\_\_\_\_

**Principal Contractor**

**Date**

\_\_\_\_\_

**Client**

**Date**

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

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**ANNEXURE 2**

**(COMPANY LETTER HEAD)**

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

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

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

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

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

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

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

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

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

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

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

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

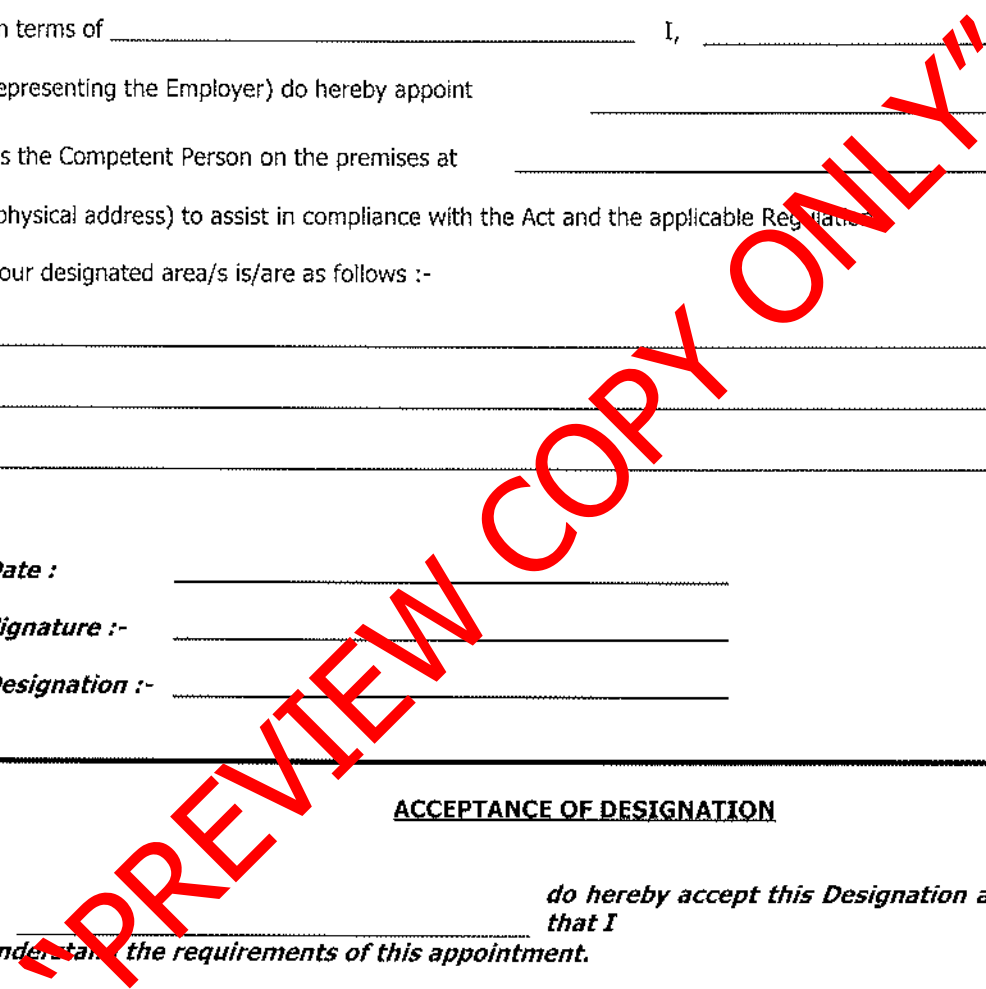
**ACCEPTANCE OF DESIGNATION**

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

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

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

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



**ANNEXURE 3****(COMPANY LETTER HEAD)****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :****DECLARATION**

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

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

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

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**ANNEXURE 4****(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)****SITE ACCESS CERTIFICATE**

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

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

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

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

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

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

**ACKNOWLEDGEMENT OF RECEIPT**

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

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

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

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