



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/52572

DESCRIPTION: MAINTENANCE AND REPAIR WALKWAYS AND STORM WATER CHANNEL (ERS DEPOT) TAR ROAD (LOCOMOTIVE DEPOT) INTERLOCKING BLOCKS AT RISK DEPOT , SIGNAL AND TRANSTEL BUILDING

PERIOD: APPROX 1 - 2 MONTHS

LOCATION: KOU NSTAD

ISSUE DATE: 9 October 2013

CLOSING DATE: 12 November 2013

CLOSING TIME: 10:00

ANNEXURE A

SPECIFICATION

SECTION A

SECTION B

SECTION C

SECTION D

ANNEXURE B

E7/1 SPECIFICATIONS FOR WORK ON , OVER , UNDER , OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT

ANNEXURE C

E4E SAFETY ARRANGMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT



SCHEDULE OF DOCUMENTS

SECTION 1	:	NOTICE TO BIDDERS	PAGE 3 - 11
SECTION 2	:	QUOTATION FORM	PAGE 12
SECTION 3	:	STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET	PAGE 13 - 17
SECTION 4	:	ACKNOWLEDGEMENT	PAGE 18
SECTION 5	:	VENDOR APPLICATION	PAGE 18 - 20

"PREVIEW COPY ONLY"

Section 1
NOTICE TO BIDDERS

Quotations are requested from interested persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the above-mentioned requirement to Transnet.

On or after 11 October 2013 and only until 21 October 2013 RFQ documents may be inspected at, and are obtainable from the Regional Supply Chain Office, 1st Floor, Room 101, Transnet Engineering Building , Transnet Road Bloemfontein

Arrangements for the collection of the RFQ documents can be made with Mr. Jakkie Kotze on telephone number 051 – 408 2328 mobile 083 455 6477 or email: Jakkie.kotze@transnet.net

NB: RFQ documents will also be available at the briefing session.

No RFQ/tender fee is applicable and will be issued "**FREE OF CHARGE**" to all respondents.

A compulsory information briefing session and site visit will be conducted on 23 October 2013. Attendance is compulsory and failure to attend will disqualify submissions from evaluation. The compulsory information briefing session and site visit will be conducted over a period of + - 2 hours.

The compulsory information briefing session will start punctually at 11h00 and Respondents must please ensure that they arrive on time to prevent any delays.

Details of the compulsory information briefing session & site visit:

Date: 22 October 2013

**Venue: Station Building
Kroonstad**

Time: 11h00

For directions, Mr. Alan Lotriet may be contacted on telephone: 053 – 838 3106 mobile 083 704 0311

The above-mentioned session are to be used as an opportunity for the attendees to familiarise themselves with the scope of the requirements and furthermore for bidders to pose and for TFR to respond in terms of "questions and answers". It is hence required that prospective bidders are fully familiar with the entire tender pack prior to attending these sessions. All respondents are to provide their own transportation and accommodation to and from the abovementioned session and will be for their own expense. Transnet will not provide transport in any form.

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted in a sealed envelope which must have inscribed on the outside:

RFQ No : BFX/52572
Description : Maintenance assets Kroonstad
Closing date and time : 12 November 2013 at 10h00

Delivery details are as follows:

METHOD: By Hand or Courier
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 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. The original signed RFQ will serve as the legal binding document and no copies will be accepted for evaluation purposes.

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

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

2.1 B-BBEE Scorecard and Rating

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

- In this RFQ, Transnet will apply the 80/20 preference point system prescribed in the PPPFA if the lowest acceptable bid is greater than Thirty Thousand rand (R 30 000.00).

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

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

- Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- 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:

- Large Enterprises** [i.e. annual turnover greater than R5 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- 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
- 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 **20 [twenty] points** to the Respondent's final score based on an entity's B-BBEE scorecard rating.

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

[Refer clause 0 below for Returnable Documents required]

3 Communication

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

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: Jakkie.kotze@transnet.net

Email: Jakkie.kotze@transnet.net

c) Respondents may also, at any time after the closing date of the RFQ, communicate with The Secretariat of the Acquisition Council, Admin Support Office, Ronelle Blom, on any matter relating to its RFQ response:

Telephone 053- 838 3341

Email Maggie.Pain@transnet.net

4 Tax Clearance

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

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 law, and regulations.

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

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

.....
Respondent's Signature

.....
Date & Company Stamp

11 Binding Offer

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

12 Disclaimers

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

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

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

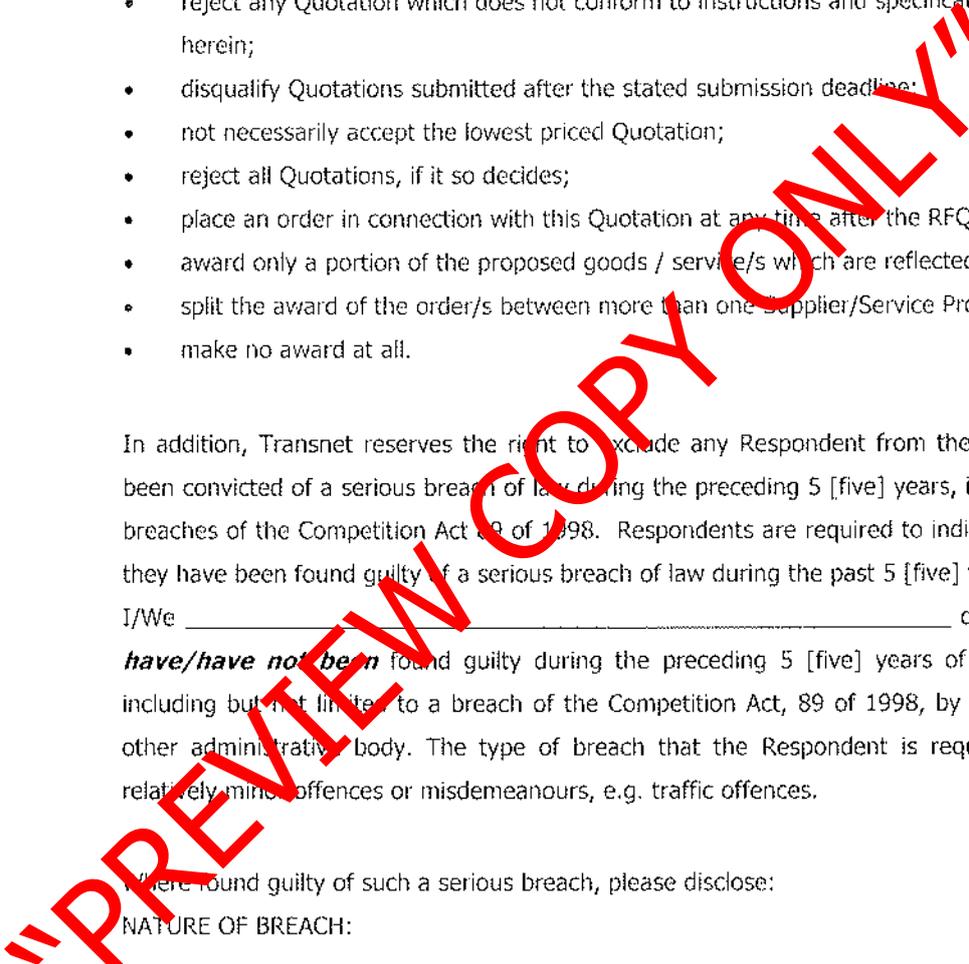
I/We _____ do hereby certify that I/we **have/have not been** found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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



13 Evaluation Criteria

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

- Phase 1: Administrative responsiveness - Completeness of response and returnable documents
- Phase 2: Weighted evaluation based on 80/20 preference point system:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

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

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

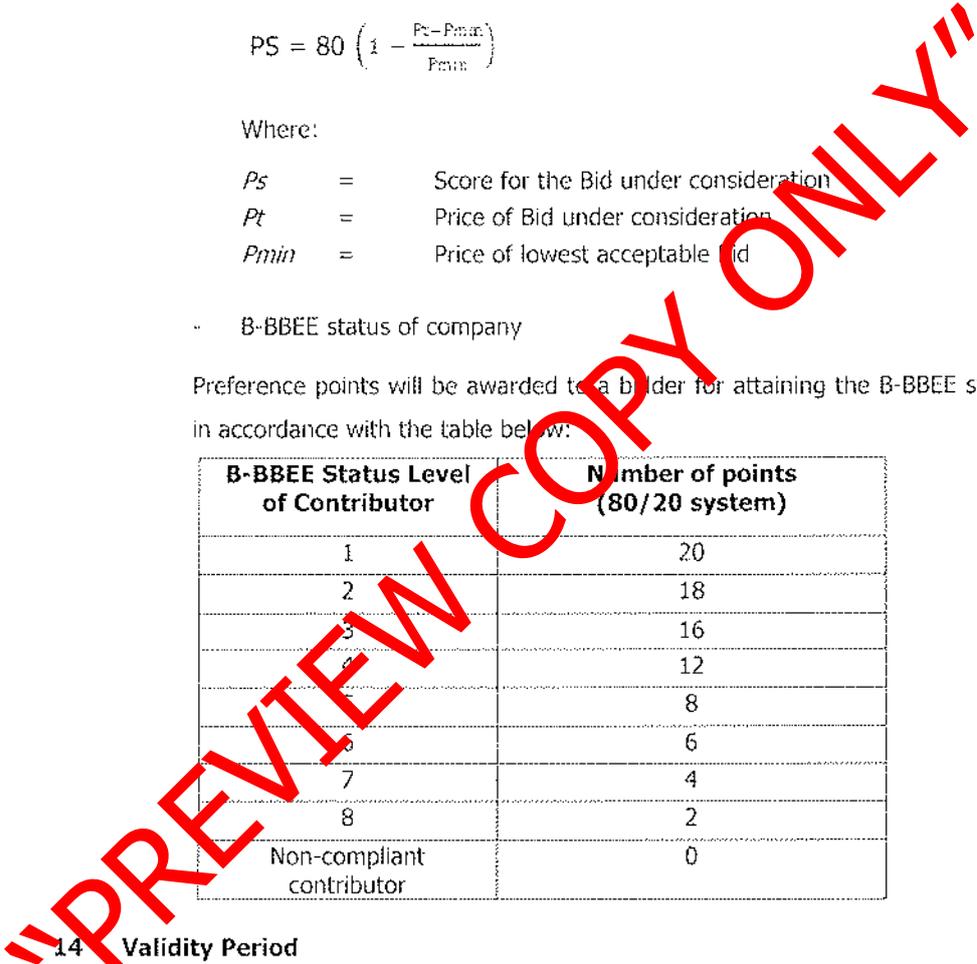
Where:

- Ps* = Score for the Bid under consideration
- Pt* = Price of Bid under consideration
- Pmin* = 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



14 Validity Period

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

This RFQ is valid until _____.

15 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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.

16 Company Details

Companies Trading Name _____

Registration number of company / C.C. _____

Registered name of company / C.C. _____

Name of respondent _____

Physical Address _____

Respondents Contact Person: Name _____

: Designation _____

: Tel No. _____

: Mobile No. _____

: Fax No. _____

: E-Mail _____

Service Provider for legal Notices _____

Fax No. _____

Disclosure of Prices Quoted

Respondents must indicate here whether or not they may disclose their quoted prices and conditions to other Respondents:

YES NO

17 Returnable Documents

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

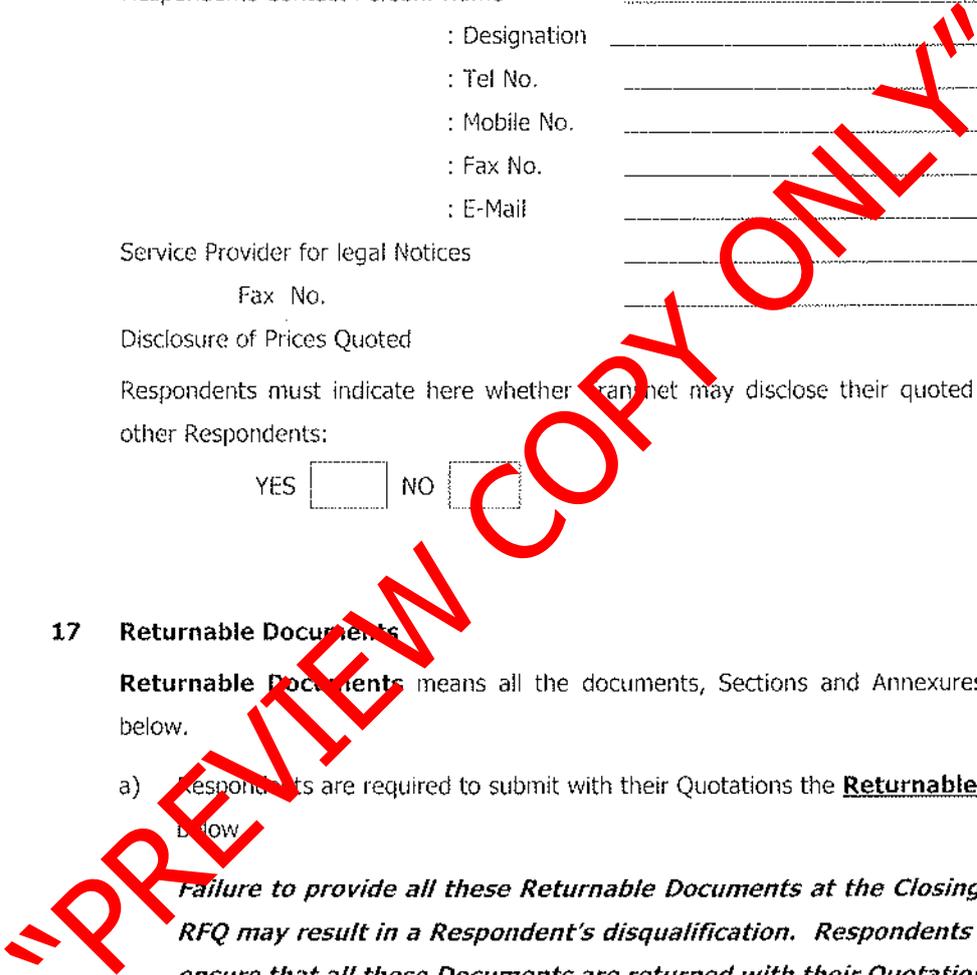
a) Respondents are required to submit with their Quotations the **Returnable Documents**, as detailed below

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:

.....
Respondent's Signature

.....
Date & Company Stamp



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	
SECTION 2 : Quotation Form	
SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4: Acknowledgement	
SECTION 5: Vendor Application Form	
ANNEXURE A - Specifications	
ANNEXURE B – E7/1 Specifications for work on, over, under, or adjacent to railway lines and near high voltage equipment	
ANNEXURE C - Safety Arrangements and Procedures Compliance with the Occupational Health and safety Act; Act 85 of 1993 and regulations	
LETTER OF GOOD STANDING ISSUED BY COMPENSATION COMMISSIONER OR THE FEDERATED EMPLOYER'S MUTUAL ASSURANCE COMPANY LIMITED (FEM)	
ORIGINAL TAX CLEARANCE CERTIFICATE	

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels

Name of Company	Contact Person	Telephone number

.....
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 service required, on a "delivered nominated destination" basis, excluding VAT:

SEE SECTION A , B , C AND D FOR PRICE SCHEDULE

Notes to Pricing

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

.....
 Respondent's Signature

.....
 Date & Company Stamp

Section 3

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

A Supplier 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 or services specified in the Order [collectively, the Products] from the person to whom the Order is addressed [the Supplier]. Transnet does not accept any other conditions which the Supplier 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

Products shall conform strictly with the Order. The Supplier 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 warrants that the Products shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

3.1 The delivery date and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's obligations under the Order.

3.2 The Supplier will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier 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 if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 Risk of loss or damage to Products shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Products has been effected.

3.4 If on delivery, the Products do not conform to the Order, Transnet may reject the Products and the Supplier shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products at the Supplier's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Products shall be made by Transnet against an original undisputed invoice(s) [a **Tax Invoice**], supporting documentation and month-end statement from the Supplier. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier'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, 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 Products or any written material provided to Transnet relating to any Products 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 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 following a design or process originated and furnished by Transnet. The Supplier shall either

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

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

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier and any information relating to Transnet's business which may have come into the Supplier's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier 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 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.

.....
Respondent's Signature

.....
Date & Company Stamp

7 DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS

If the production or provision of any Products involves research and/or development which is wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

8 PUBLICITY

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

9 AFTER SALES SERVICE

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Products supplied for the duration of the warranty period, from delivery of any particular item of the Products and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied by Transnet. The Supplier undertakes to provide a maintenance service for Products, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Products at a level to be agreed with Transnet.

10 TERMINATION OF ORDER

10.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier, or when there is a change in control of the Supplier or the Supplier 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 when such work on the Order shall stop.

10.2 Transnet shall pay the Supplier a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier, at the time of termination, and the Supplier 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 shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier under this clause will not in any event exceed the total amount that would have been payable to the Supplier had the Order not been terminated.

10.3 In the event of termination the Supplier must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.

10.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

11 ACCESS

The Supplier 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 employees. The Supplier 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.

12 WARRANTY

The Supplier warrants that it is competent to supply the Products in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [inter alia] the supply, manufacture and use of the Products 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 hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kind incurred or made against Transnet in connection with any breach of this warranty.

13 INSOLVENCY

If the Supplier shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier compounds with its creditors or passes a resolution for the winding up or administration of the Supplier, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

14 ASSIGNMENT

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

15 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.

16 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 hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier 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 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.

17 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, including but not limited to clauses 5, 6, 7, 8 and 12. Headings are included herein for convenience only. 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.

18 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.

"PREVIEW COPY ONLY"

Section 4

ACKNOWLEDGEMENT

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 AUTHORIZED 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 5

VENDOR APPLICATION FORM

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 VOT 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 Exemptive Or IRP30 Certificate	Yes		No				
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
% 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							
Duly Authorised To Sign For And On Behalf Of Firm / Organisation							
Name					Designation		
Signature					Date		
Stamp And Signature Of Commissioner Of Oath							
Name					Date		
Signature					Telephone No.		

PREVIEW COPY ONLY

.....
Respondent's Signature

.....
Date & Company Stamp



ANNEXURE A
PROJECT SPECIFICATIONS

Section A

Section B

Section C

Section D

"PREVIEW COPY ONLY"

Transnet SOC Ltd
Registration Number
1990/000900/30

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Inyanda 2
Parktown
Johannesburg
2193

Private Bag x47
Johannesburg
South Africa, 2000
T +27 11 544 9500
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Transnet Freight Rail is an Authorised Financial Services Provider FSP 18828

www.transnetfreightrail-tfr.net

Directors: MF Mkwana (Chairman) B Molefe* (Group Chief Executive) MA Faruqi Y Forbes HD Gazendam NP Mvvasana N Moola RR Njeke IM Sharma IB Skosana E Tshabalala DLJ Tshape A Singh† (Group Chief Financial Officer)
† Executive

Group Company Secretary: ANC Ceba

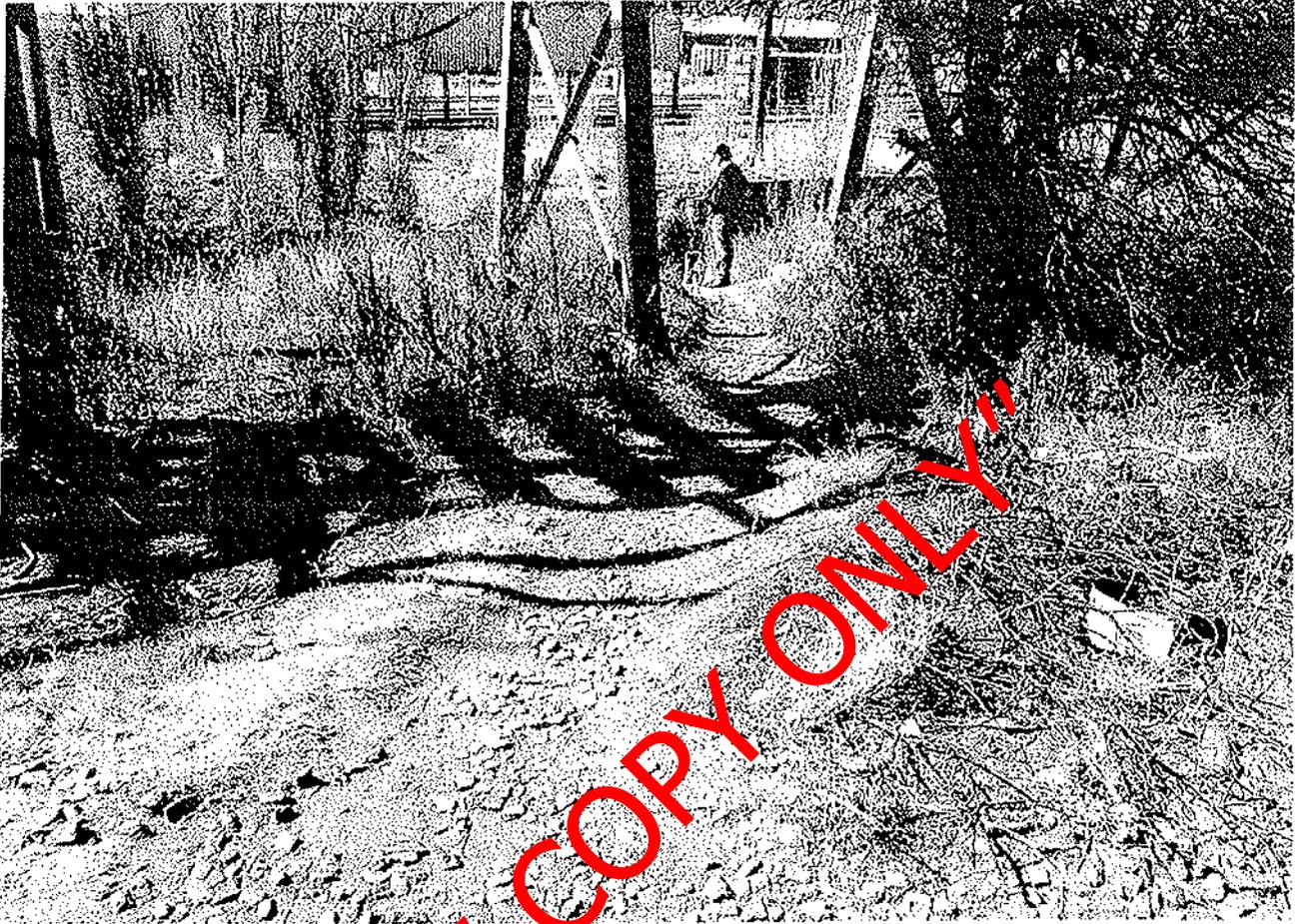
SECTION 1A

A) Fill Inspection pit. 3m. Build Wall and crest Block.



Fill of INSpection pit 3m x 1,2 deep

Walk Way. 13,80 x 3m wide + Slope 3,8m. = 17,6m.



Remove Tree. 1 ea.

STORM Water Channel: 1,50 m deep. 5,5 wide
Slope



Paving over Blocks
Remove Throw Blinding and Use Rock

Repair to Concrete. Remove and Replace. 12,5 x 3 m wide



Fill and Pave. 10m x 3m.



Build of 3m. Long.

Andrew Mentis Inter-Link Handrail Systems

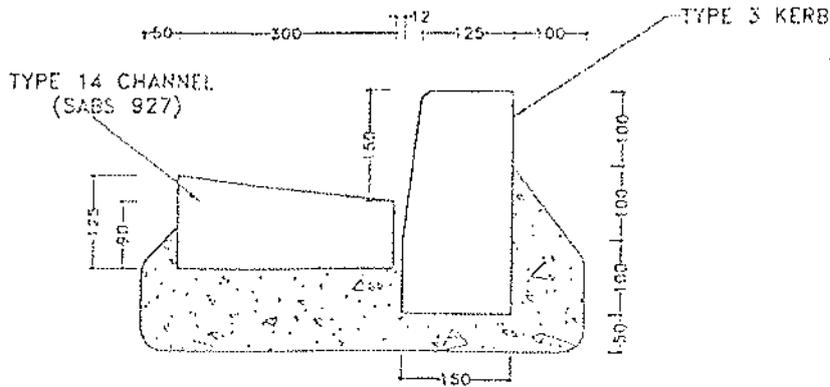


Mild Steel Stanchions Stainless Steel Stanchions

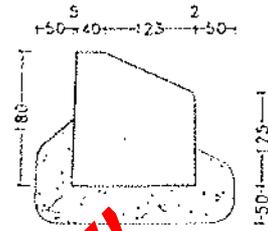
Ball type welded construction

Forged (Solid) Grade 304 Unique, aesthetic design

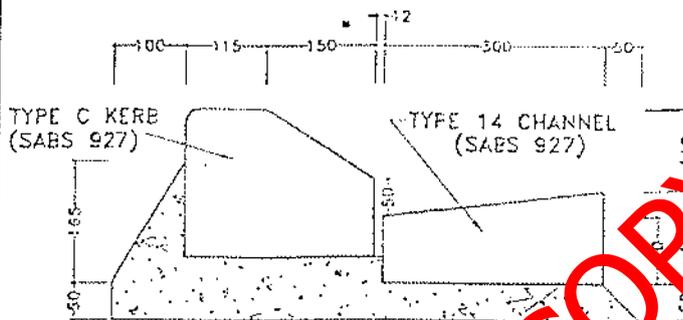
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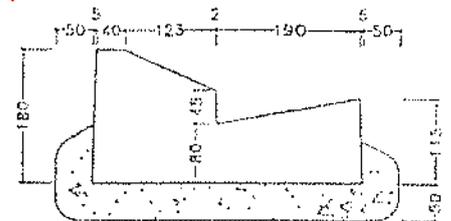
KERB AND CHANNEL



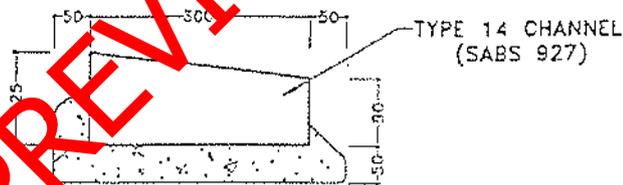
MOUNTABLE KERB PAROW TYPE



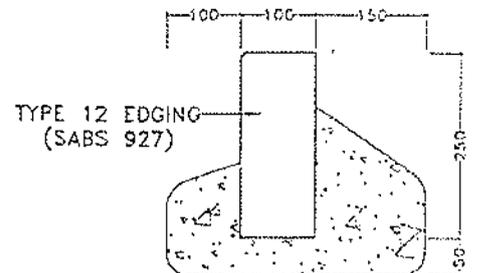
MOUNTABLE KERB AND CHANNEL



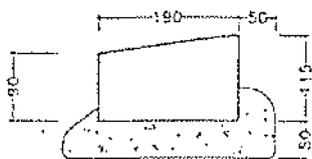
MOUNTABLE KERB AND CHANNEL PAROW TYPE



CHANNEL SECTION ONLY



EDGING



CHANNEL SECTION ONLY PAROW TYPE

NOTE :
ALL UNITS TO BE LAID WITH GRADE 15 CONC. BEDDING/BACKING ON COMPACTED SUBGRADE/SUBBASE/BASE

CONTRACT MANAGEMENT SIMPLIFIED RISK ASSESSMENT FORM

Risk Assessment Location : Kroonstad ERS depot
 Job Description : Lay of interlocking blocks 80m to road
 Compiled by : A Lotriet
 Date : 2013/09 / 16

Where an item is not applicable show as N/A

No	Hazard / Danger Identified	Yes	No	Remarks
1	Required PPE to be supplied: Boots ; Gloves ; Overhaul; eye protection and hard hat. PPE supplied on			
2	First Aid: Sufficient first aid boxes supplied (5 person per First Aid Box)			
3	Construction Vehicles: Driver a valid driver licence, Competent person licence on site.			
4	going.			
5	Scrap removal: All items of scrap / Rubble and redundant material removed from site on a regular base (Daily)			
6	Electrical Equipment: All in good working order ,plugs, safety guards etc.,			
7	Fire Extinguisher: Still in date of last inspection additive extinguished on site			
8	Heat stress: Measure in place to prevent heat /cold stress problem areas(see Environmental Regulation 4) Water available when extreme temperatures are experienced.			
9	Lifting Posts : Caution to be taken when lifting posts.			
10	Wire : Removing or replacing wire caution to be taken .			
11	Field working: Caution to be taken when working for insects,			
12	Traffic - is there a danger of road or off road vehicles .			
13	Trains: Caution to be taken when working near trail lines , no crossing.			
14	Over head lines : Look at E7 supplied with contract. Distances			
15	Fall from Heights - does the job require working more than 2m above ground level.			
16	Uneven ground: caution to be taken when working , tripping, spraining ankle			
17	Hand tools: Spades, Hammers, saws & 'olies' inspected on a daily base			
18	Fire: No open fire permitted in Transkei premises			
19	Other people in areas . Will there be a possible clash between workers or residents.			
Protective Equipment and Precautions - Headgear (state Type)				
Eye Protection (state type)				
Hazard / danger Description : Protective suit (state type)				
Gloves (state type)				
Footwear (state type)				
Breathing Apparatus (state type)				
Spark-proof tools to be used				
Flameproof electrical equipment must be used				
Other				

Probability		Effect		Probability				
A = Happens continually	1 = Fatal/Permanent	e		A	B	C	D	E
B = Happened before	2 = Serious Injury	f	1	1	2	3	4	5
C = May happen	3 = Lost time in work	f	2	2	3	4	5	6
D = Not likely to happen	4 = Med. Aid/Medical attention	e	3	3	4	5	6	7
E = Practically impossible	5 = Insignificant	c	4	4	5	6	7	8
		t	5	5	6	7	8	9

Risk Assessment			Action Time Frame
1 - 3	=	Serious	Immediate
4 - 5	=	High Risk	Within 2 weeks
6 - 7	=	Moderate Risk	Within 1 month
8 - 9	=	Low Risk	Take note

Signatures:-

Project Manager Date

Technical Officer..... Date

Safety Professional..... Date.....

TRANSNET LIMITED
(REGISTRATION NO 1990/000900/30)

trading as SPOORNET
(hereinafter referred to as SPOORNET)

TENDERS ARE INVITED TO REPAIRS OF CONCRETE AND LAY INTERLOCKING BLOCKS TO WALK WAYS AND PLACE ROCLA CULVERTS IN STORM WATER CHANNEL AT KROONSTAD ERS NVX0561B

PART A

GENERAL & SPECIAL CONDITIONS OF CONTRACT

1. Scope of work:

This specification covers the repairing of concrete blocks; provide Rocla Culvert pre-cast sections in storm water network. Level of walk path and repair to segmental blocks laid closely together, the joints between the units being filled with jointing sand. Side blocks to be bedded in concrete

NOTE: The standards referred to in the specification are listed in 1.2.2. SUPPORTING SPECIFICATIONS

2. Site location:

The site is situated at KROONSTAD

3. Contract documents:

A formal contract will be entered with the successful tenderer, which shall incorporate the following documents:

- 3.1 Contract and General Conditions of contract, and
- 3.2 Specification;
- 3.3 Tender Documents, drawings and
- 3.4 Letter of confirmation of this tender.

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 Manager, Technical & Legal Administration, P.O. Box 36, Room 312, Cape Town 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 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 unauthorised alterations, erasures or additions be made they will not be recognised by Transnet.



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

- Notice to Tenderers
- Scheduled of Rates and Prices
- E4 Tender Form (price transferred from the above-mentioned document) and
- E7/1 Working near tracks with Overheads

Transnet and presented to the successful tenderer for signature on award.

5. Time to complete the work:

Notwithstanding the following shall indicate in the Tender Form, the E4 herein: the duration in days that they will require to complete the works, but this shall not be longer than **150** days:

The contractor shall be required to complete the works in this period as stated in the E4 and approved. This period shall be inclusive of weekends, public holidays and statutory holiday periods.

Failing completion of the work within the period as stipulated above or with any shorter period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet as penalty the sum of **R500.00** (Five Hundred Rand) for every day or part thereof during which the works remain incomplete.

6. Manager:

A **Junior Manager (Civil)** shall appoint a competent Project Manager to undertake the Engineering duties.

7. Guarantee:

All workmanship and material shall be **guaranteed for a period of 2 years**, from the date of completion of work.

8. Inspection of work:

8.1 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 and to examine foundations before permanent work is placed thereon.

The Contractor shall give due notice to the project manager whenever any such work of formations is or are ready or about to be ready for examination. The project manager shall, without unreasonable delay, unless he considers it necessary and advises the Contractor accordingly, examine and or measuring such work as required.

8.1 The Contractor shall uncover any part 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 part or parts to the satisfaction of the project manager. If any such part of parts have been covered up or put out of view after compliance with the requirements of Sub-Clause 9.1 of this Clause, and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Contractor..



9. Site records:

9.1 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.

9.2 Site Instruction Book

The Contractor shall provide a site instruction book, in triplicate for the engineer 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.

9.3 Programme & Planning of the work

The contractor shall provide to the project manager a detailed plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet workshop with minor disruptions and 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.

9.4 Cash flow

Interim payment will be made to the amount of work completed. Final payment will be made after the job is finished.

10. Water supply:

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 Spoornet. The Contractor must supply all connections, hoses, etc., as necessary.

11. Electricity supply:

Electricity may be made available to the Contractor at and specificity point. 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 SANS 0142.

12. Access to site:

The areas are restricted and the contractor must ensure he complies with the regulations of Spoornet in every way. The Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.



13. 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 Project Manager. No material that is lying on the site (other than that from this contract) or on Transnet's property, may be removed (even if deemed as scrap) by the contractor.

14. Clearing of site:

Further the Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

15. Working outside normal working hours:

Work will take place in normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Spoornet will not unreasonably withhold permission, however the Contractor may have to pay for Spoornet's supervisory personnel.

16. VAT:

Value Added Tax (VAT) shall be excluded in the Schedule of Rates and Prices Part C.

17. Escalation:

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

19. Retention:

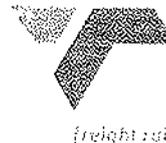
Transnet will keep a retention amount in case of any defective work, Transnet reserves the right to retain up to **ten (10) percent** of the value of the contract, for a period of six months, (the maintenance period) or such further period beyond the maintenance period if defects have not yet been made good to the satisfaction of the project manager.

20. Payment:

Payment shall be made (within 30 days of receiving of month-end statement) when completed, (minus retention money), all as per clause 5 above, and in accordance with the Schedule of Rates and Prices Part C. If the 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.

The rates shall remain firm for a one-year contract period and no further review of basic rates shall be entertained during the contract period.

- ❖ The invoiced amount payable to the Contractor shall be the sum of the changes as set out in the Schedule of Rates and Prices., which shall be determined in accordance with the record, time sheets and such other documents kept by the parties, and which shall be invoiced on completion of the task..



21. Safety precautions and Insurance

21.1 Damage to Transnet's Assets and liability

Contract the contractor shall provide the insurance for the following: -

- ◆ Contract Work; (this insurance excludes the old (scrap) material removed)
- ◆ Public Liability;

21.2. Act 85

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E.4E as placed in this Specification must be adhered to.

21.3 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.

- The National Environmental Management Act, 107/1998;
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998.

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 Contractors cost.

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TRANSNET LIMITED
(REGISTRATION NO 90/00900/30)

trading as TRANSNET
(hereinafter referred to as TRANSNET)

TENDER NO.

TENDERS ARE INVITED TO REPAIRS OF CONCRETE AND LAY INTERLOCKING BLOCKS TO WALK WAYS AND PLACE ROCLA CULVERTS IN STORM WATER CHANNEL AT KROONSTAD ERS NVX0561B

PART B

PROJECT SPECIFICATION

SECTION

1.GENERAL

REPAIRS OF CONCRETE AND LAY INTERLOCKING BLOCKS TO WALK WAYS AND PLACE ROCLA CULVERTS IN STORM WATER CHANNEL AT KROONSTAD ERS NVX0561B

- i) Demolish concrete blocks and cast new concrete.
- ii) Demolish /remove trees,
- iii) Level of walk ways (5m x 3 wide =174m²)
- iv) Lay of 80 mm interlock paving blocks ,(174 m²)
- v) Compact of paving blocks,
- vi) Bed of end segment blocks in concrete,
- vii) Throw of blinding concrete in storm water channel.
- viii) Place of Rocla culvert sections to blinding concrete,
- ix) Level section over culvert.
- x) Build in step 3m long.
- xi) Build wall in pit, as support of slab,
- xii) Fill of pit with old building material
- xiii) Cast concrete to cover building material 2 / 1 x 3m M slabs
- xiv) Supply hand rails to walk way one side and culvert both sides.

1.1 P&G :

Shall include all overheads such as setting up site and dismantle of site, all Act 85 issues, PPE required to do necessary work and running costs to be able to do the work

1.2 Standard Specification

In so far as they can be applied, the following specifications shall be regarded as being embodied in this specification.

1.2.1 Transnet's Specifications (Enclosed)

Specification for work on, over, under or adjacent to railway lines and near high voltage equipment E7/1.

1.2.2 SANS Specifications (To be obtained by the tenderer)

Where this specification is required for a project the following specifications shall, inter alia, form part of the concrete specification:

- b) SANS 1200 A or SABS 1200 AA, as applicable;
- c) SANS 1200 D or SABS 1200 DA, as applicable;
- d) SANS 1200 DM; (Road sub base)
- e) SANS 1200 G or SABS 1200 GA, as applicable;
- f) SANS 1200 M; (Roads)
- g) SANS 1200 ME.
- h) SANS 1200C (site cleaning)
- i) SANS 986
- j) SANS686 of 1970

1.3 To be supplied by the Contractor

The Contractor shall provide all labour, transport, consumable stores, plant, equipment, PPE, tools, services, materials and ingredients of every description required for the carrying out and completion of the Works as per this specification and any further work as may be ordered by the Project Manager/Manager.

1.4 Site meetings

The Contractor shall be called upon to attend meetings on the site to discuss the progress of WORKS with the Transnet representatives.

1.5 Recording of the works:

The Contractor shall keep and maintain accurate records in the site diary of all work so that any disputes can be resolved and that the extent of the required tests on the materials can readily be determined.

1.6 Setting out of the works:

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with the "Guidelines for the provision of Engineering Services in Residential Townships" by The Department of Community Development.

1.7 Keep site tidy:

The Contractor shall keep the site tidy at all times and remove all old material and such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

A permit must be obtained from the Municipalities to transport material on their roads, when required.

THIS (SCHEDULE OF RATES AND PRICES) MUST BE FILLED IN AND ADDED TO THE TOTAL CONTRACT PRICE.

The profit required to do the work shall be to the contractor's consideration and must be allowed for in the entire Schedule of Rates and Prices.

PARTICULAR SPECIFICATIONS

A1 CONSTRUCTION

A1.1 All work to be done strictly according to the specifications

All work shall be done strictly according to the specifications. The Tenderer shall allow for all items that are indicated on the specifications and shall also allow for all items that are reasonably expected to complete the work successfully. The items listed in this Specification are complimentary to the specifications on the plan and listed for clarity.

A1.2 Accommodation of traffic

The Contractor shall so arrange and conduct his operations as to cause the least possible inconvenience to Transnet's vehicles and public traffic. The Project Manager may order the Contractor at any stage to change his programme or position of work for the above reasons. No interruption of any commercial traffic shall be allowed within the Transnet boundary.

During the period of construction of the Works, the Contractor shall be responsible for the safe and easy passage of all traffic and pedestrians, through or over all sections of roads and access to premises, which may be required by law or by the Project Manager. The Contractor shall provide all temporary road signs, flagmen,

PAVING

2 SCOPE OF WORK

This project involves the following work: Dig out the in situ soil where necessary or fill in where necessary to specified levels to storm water drainage point. Provide and lay (58 x 3 =174 M² (square metres) of 80mm GI Interlocking class 25 paving blocks. Provide kerb blocks to all sides.

2.1 MATERIALS TO BE USED

2.1.1 Interlock Paving blocks: 80mm thick Class 25 "G" Grey Interlocking blocks. Block to have a chamfer on all edges. Block shall have a compressive strength minimum of 25Mpa.

Test of paving blocks

Eighteen (18) blocks randomly selected by Transnet's Project manager from blocks delivered at site shall be sent to be tested at **Simlab in Bloemfontein** to see if blocks comply with 25Mpa specification. If any of the blocks test under strength: Individual Minimum 20 Mpa Average

Minimum 25 Mpa all of the blocks on site shall be rejected and shall be replaced by the contractor. The replacement blocks shall be tested again at Simlab and if any of the replacement blocks test under strength: Individual Minimum 20 Mpa Average Minimum 25 Mpa the contract shall be cancel with no payment to the contractor for any expenses.

2.1.1 Contractor will be responsible for the payment of tests of blocks.

2.1.2. **Base Course:** Existing material compacted to the satisfaction of the project manager before the bedding sand is laid.

2.1.3. **Bedding Sand:** Can be River Sand free of any solid materials, and must be laid no thicker than 20mm. Sand for bedding shall be free from solids and substances that may be deleterious to blocks.

2.1.4 **Jointing Sand:** Shall have passed a 1,18mm sieve and shall contain 10 – 50% of material that passes a 0,075mm sieve. Must be dry and mixed with 5% cement before sweeping between pavers. Sand shall be free of any solids and fine enough to penetrate joints.

2.1.5 **Kerb blocks.** To be bedded in to 75mm deep x 220 mm wide concrete of 1:3:5, 13 mm stone mix (15 Mpa). These kerb blocks should be jointed and pointed with ± 8 mm mortar joints. Back side of kern blocks to be covered up with soil to slope to existing soil.

TECHNICAL SPECIFICATIONS

3.1. Dig out the in situ soil or fill to with soil removed from high points over whole area. If the soft or unstable areas of the base shall be removed to a depth of 200mm and base shall be compacted and trimmed to within the specified level.

The excess material shall be removed from site, and dump at the allocated place as authorized by the Local Council by the Contractor.



The falls and levels after completion of the work shall comply with the following standards for each area.

3.2. Area 174 square meter: Paving blocks to be level . The road section will be 80mm above exiting ground level.

3.3. Compacted the whole area with a mechanical compact roller to the satisfaction of the Project manager.

3.4. The falls and levels after compaction must comply with the standards set out in the following table.

3.5. Foundation layers

3.5.1 Deviation of top sub base layer from designated level + - 10mm

3.5.2. Smoothness of top sub base layer measured on a 3m straight line in any direction +- 10mm

3.5.3. Thickness of 20mm compacted sand bedding layer +- 10mm

3.5.4 .Spread an evenly 20mm sand bedding layer over Sub base.

4. Blocks are to be laid in accordance with the Interlock Paving Block manual as supplied by The Concrete Masonry Association.

4.1 Cutting of block is to be done either by means of a mechanical brick saw or sharpened bolster. Care must be maintained to ensure that cut bricks/blocks remain true to line and level.

4.2 Blocks are to be lightly compacted before jointing sand is applied.

4.3 Excess jointing sand shall be swept away and removed.

4.4 Any area showing signs of "sagging" or "kicking" will be re-laid.

4.5 The paving to have a maximum deviation from a 3 m straight edge placed on the block Surface of 15mm, except where vertical curves necessitate a greater deviation. On kerb lines and edge restraints, this deviation is not to exceed 10 mm.

4.6 The finished paving shall be so laid as to create a regular and smooth appearance, with due consideration for the efficient evacuation of storm after. Puddling deeper than 5 mm should not remain longer than minutes after rain has ceased.



4.7 Paving blocks used are to be free of any defects, cracks or breakages. All block with defects, cracks or breakages shall be replaced. A chip is defined as an imperfection of the visible surface of the paving block to a depth greater than 8mm that can be cover by a 25mm diameter disk. A maximum of 2.5% by number of chipped bricks or blocks shall be accepted

4.8 The successful contractor will be responsible to remove all rubble and excess material from site. Site to be left clean and tidy.

5. Hand Rails

Hans rails to be fitted to both section on culvert and on one side of walk way.
Andrew Mentis Inter-link Handrail System (or Similar)

- Mild steel stanchions
- Ball type welding construction
- Forged (Solid Grade 304- Unique , aesthetic design)

6. Pre-cast culvert

Supply Rocla pre- cast sections 1200 long x 1500 wide x 150 mm deep x 100 mm thick

SAFETY

Always adhere to Act 85 of 1993 rules and regulations.

Adhere to Safety Regulations of the Local depot.

Wear appropriate clothing provided by Spoornet.

Work according to E7 document.

The contractor and his staff will attend a Safety Induction Program presented by Spoornet before the start of the works

TRANSNET LIMITED
(REGISTRATION NO. 1990/000900/30)
TRADING AS SPOORNET

TENDERS ARE INVITED TO REPAIRS OF CONCRETE AND LAY INTERLOCKING BLOCKS TO WALK
WAYS AND PLACE ROCLA CULVERTS IN STORM WATER CHANNEL AT KROONSTAD ERS NVX0561B

Part C
SCHEDULE OF RATES AND QUANTITIES

This part **must** be completed in **black-ink** by the contractor and submitted with the Tender Form E4.

The Schedule of Rates hereunder for material and labor for the tender is to be priced, extended and totaled and carried to the tender form.

The cost to the Contract Sum shall be adjusted using the rate given hereunder. Variations to items for which no rates are given shall be priced using the given rates (day rates and % material) as a basis and as agreed

The contenders are required to insert rates for the following items, extend and total:-

Value Added Tax (VAT) is excluded (price without VAT). However, once priced this must be calculated to give a net total. Then calculate the 14% VAT and add this to give a grand total (inclusive of VAT). The net total (Exclusive of VAT) shall be transferred to the Tender Form E4.

Cost of material for the variation orders:

All work shall be recorded in the daybook (diary) stating all plant, labor and material used on each task. The contractor shall indicate in the block below what percentage of the handling cost of all material used such as transport, storage, profit and overheads (inclusive of VAT). This cost shall be as per Invoice provided after the contractor's discount has been deducted. The price must be fair and reasonable and SpoorNet shall reserve the right to adjust the price of the material if it is not aligned to that which is available in the open market. Furthermore, the labor time must be within the norm and SpoorNet reserves this right to change this if deemed to be excessive.



Part C

SCHEDULE OF WORK AND PRICES					
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1.1.	P & G	Job	1		
1.2.	Safety health Risk	Job	1		
2.	Walk ways to be leveled before laying paving blocks	M ²	174		
2.1.	Lay of Interlock Paving blocks 80 mm thick 58 x 3 m wide	M ²	174		
2.2	Ground for leveling of walk ways	M ³	50		
2.3	Demolish concrete walk ways and redo	M ³	3.80		
2.4	Remove tree in way of walk way	Ea	1		
2.5	Build wall in pit 2 x 1.2 mm and cast concrete block 3m x 120 mm	Ea	2		
2.6	Fill pit with building material 3m x 1.2 deep	Ea	2		
2.7	Cast on blinder to storm water floor	Job	1		
2.8	Supply and install pre- cast culvert sections	Job	1		
2.9	Fit of culvert sections and fill up for segment blocks.	Ea	6		
3.0	Supply and fit hand rails to complete walk way one side and at culvert both sides	Job	1		
			Sub Total	R	
			14% vat	R	
			Grand Total	R	

SECTION B



Movement Depot

Phone Booth. Remove and TAR. $4 \times 1,6 = 6,4 \text{ m}^2$.



TAR section



TRANSNET LIMITED
(REGISTRATION NO 1990/000900/30)

trading as TRANSNET
(hereinafter referred to as TRANSNET)

TENDERS ARE INVITED TO REPAIR SECTIONS OF TAR AREA, LAY HOT TAR MIX 40 MM TO SURFACES AT, LOCO DEPOT KORROSTAD 02XK007B Land NVX0561B

PART A

GENERAL & SPECIAL CONDITIONS OF CONTRACT

1. Scope of work:

This specification covers the repair sections of patches to area indicated. Prepare areas indicated to be tarred (75 M²) Hot - tar to existing surfaces. Lay new kerb blocks to sides that will be tarred.(18 m)

1.1 Risk and Safety

Before starting any work the Contractor Must Draft his own Health & Safety planning related to the Risks identified. This must be listed and all hazards to be identified (Why are these risks) How will these risks be eliminated. In terms of the Construction Regulation [Regulation 4 (1) (a)] of the Occupational Health and safety Act, No 85 Of 1993, the client is required to compile an Occupational Health and safety specification for each of its projects and the Principal Contractor, appointed by the Client in term of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety plan.

2. Site location:

The site is situated at Kroonstad Movement depot Depot

3. Contract documents::

A formal contract will be entered with the successful tenderer, which shall incorporate the following documents:-

- 3.1 Contract and General Conditions of contract, and
- 3.2 Specification;
- 3.3 Tender Documents, drawings and
- 3.4 Letter of confirmation of this tender.



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 Manager, Technical & Legal Administration, P.O. Box 36, Room 312, Cape Town 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 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 unauthorised alterations, erasures or additions be made they will not be recognised by Spoomet.

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

- Notice to Tenderers
- Scheduled of Rates and Prices
- E4 Tender Form (price transferred from the above-mentioned document) and

Transnet and presented to the successful tenderer for signature on award.

5. Time to complete the work:

Notwithstanding the following shall indicate in the Tender Form, the E4 herein: the duration in days that they will require to complete the works, but this shall not be longer than **30** days:

The contractor shall be required to complete the works in this period, as stated in the E4 and approved. This period shall be inclusive of weekends, public holidays and statutory holiday periods.

Failing completion of the work within the period as stipulated above or with any shorter period offered by the tenderers and accepted by Transnet, the contractor shall pay to Transnet as penalty the sum of **R500.00** (Five Hundred Rand) for every day or part thereof during which the works remain incomplete.

6. Manager:

A **Junior Manager (Civil)** shall appoint a competent Project Manager to undertake the Engineering duties.

7. Guarantee:

All workmanship and material shall be **guaranteed for a period of 2 years**, from the date of completion of work.



8. Inspection of works:

- 8.1 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 and to examine foundations before permanent work is placed thereon.

The Contractor shall give due notice to the project manager whenever any such work of formations is or are ready or about to be ready for examination. The project manager shall, without unreasonable delay, unless he considers it necessary and advises the Contractor accordingly, examine and or measuring such work as required.

- 8.1 The Contractor shall uncover any part 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 part or parts to the satisfaction of the project manager. If any such part or parts have been covered up or put out of view after compliance with the requirements of Sub-Clause 9.1 of this Clause, and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Contractor.

9. Site records:

9.1 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.

9.2 Site Instruction Book

The Contractor shall provide a site instruction book, in triplicate for the engineer 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.

9.3 Programme & Planning of the work

The contractor shall provide to the project manager a detailed plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet 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.



9.4 Cash flow

Interim payment will be made to the amount of work completed. Final payment will be made after the job is finished.

10. Water supply:

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 Spoornet. The Contractor must supply all connections, hoses, etc., as necessary.

11. Electricity supply:

Electricity may be made available to the Contractor at a specific point. 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 SANS 0142.

12. Access to site:

The areas are restricted and the contractor must ensure he complies with the regulations of Spoornet in every way. The Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.

13. 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 Project Manager. No material that is lying on the site (other than that from this contract) or on Transnet's property, may be removed (even if deemed as scrap) by the contractor.

14. Clearing of site:

Further the Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

15. Working outside normal working hours:

Work will take place in normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Spoornet will not unreasonably withhold permission, however the Contractor may have to pay for Spoornet's supervisory personnel.

**16. VAT:**

Value Added Tax (VAT) shall be excluded in the Schedule of Rates and Prices Part C.

17. Escalation:

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

19. Retention:

Transnet will keep a retention amount in case of any defective work, Transnet reserves the right to retain up to **ten (10) percent** of the value of the contract, 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.

20. Payment:

Payment shall be made (within 30 days of receiving of month-end statement) when completed, (minus retention money), all as per clause 5 above, and in accordance with the Schedule of Rates and Prices Part C. If the 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.

The rates shall remain firm for a one-year contract period and no further review of basic rates shall be entertained during the contract period.

- ❖ The invoiced amount payable to the Contractor shall be the sum of the changes as set out in the Schedule of Rates and Prices., which shall be determined in accordance with the record, time sheets and such other documents kept by the parties, and which shall be invoiced on completion of the task..

21. Safety precautions and Insurance**21.1. Damage to Transnet's Assets and liability**

Contract the contractor shall provide the insurance for the following: -

- ◆ Contract Work; (this insurance excludes the old (scrap) material removed)
- ◆ Public Liability;

21.2. Act 85

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E.4E as placed in this Specification must be adhered to.

21.3 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.

- The National Environmental Management Act, 107/1998;
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998.

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.

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TRANSNET LIMITED
(REGISTRATION NO 90/00900/30)

trading as TRANSNET
(hereinafter referred to as TRANSNET)

TENDER NO.

TENDERS ARE INVITED TO REPAIR SECTIONS OF TAR AREA, LAY HOT TAR MIX 40 MM TO SURFACES AT LOCO DEPOT KORROSTAD 02XK007B Land NVX0561B

PART B

PROJECT SPECIFICATION

SECTION 1

1.GENERAL

Repair to area and apply hot tar area 40mm thick (75 M²) at loco depot in Kroonstad Area

- i) Prepare surface to be tarred
- ii) Remove wood sleepers and soil in way of tar,
- iii) Prime and lay of 40mm hot tar to surface(75m²)
- iv) Repair / supply of kerb blocks 18m

1.1 P&G :

Shall include all overheads such as setting up site and dismantle of site.

1.1.1 Risk & Safety:

Risk assessment was held attached form is attached for your Attention. This form must be used when inspecting site to detriment cost of risk and safety for the completion of the job. All Act 85 issues, JPE required to do necessary work and running costs to be able to do the work.

1.2 Standard Specification

In so far as they can be applied, the following specifications shall be regarded as being embodied in this specification

1.2.2 SANS Specifications (To be obtained by the tenderer)

Where this specification is required for a project the following specifications shall, inter alia, form part of the concrete specification:

- b) SANS 1200 A or SABS 1200 AA, as applicable;
- c) SANS 1200 D or SABS 1200 DA, as applicable;
- d) SANS 1200 DM; (Road sub base)
- e) SANS 1200 G or SABS 1200 GA, as applicable;
- f) SANS 1200 M; (Roads)
- g) SANS 1200 ME.
- h) SANS 1200C (site cleaning)
- i) SANS 1200MH
- k) SANS 1200 GA – 1982 Roads
- l) SANS 1200 M – 1981 Sub-base
- m) SANS 1200 ME – 1981 Base
- n) SANS 1200MH - 1981Asphalt base and surfacing

1.3 To be supplied by the Contractor

The Contractor shall provide all labour, transport, consumable stores, plant, equipment, ppe, tools, services, materials and ingredients of every description required for the carrying out and completion of the Works as per this specification and any further work as may be ordered by the Project Manager/Manager.

1.4 Site meetings

The Contractor shall be called upon to attend meetings on the site to discuss the progress of WORKS with the Transnet representatives.

1.5 Recording of the works

The Contractor shall keep and maintain accurate records in the site diary of all work so that any disputes can be resolved and that the extent of the required tests on the materials can readily be determined.

1.6 Setting out of the works:

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with the "Guidelines for the provision of Engineering Services in Residential Townships" by The Department of Community Development.

1.7 Keep site tidy:

The Contractor shall keep the site tidy at all times and remove all old material and such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

A permit must be obtained from the Municipalities to transport material on their roads, when required.

THIS (SCHEDULE OF RATES AND PRICES) MUST BE FILLED IN AND ADDED TO THE

TOTAL CONTRACT PRICE.

The profit required to do the work shall be to the contractor's consideration and must be allowed for in the entire Schedule of Rates and Prices.

EARTHWORKS

2.0 EARTHWORKS (Refer to SABS 1200 - D Earthworks and below)

2.1. Disposal of soil

All excavated material and other surplus material or backfill shall be carted and disposed of by the contractor to an approved dumping site. (Not on the property of TFR.)

2.1. Excavation generally

The excavation to the base of the lowest layer of imported material shall be done to the cross slopes, net width, etcetera, all as indicated in the site instruction book or drawing (where given). Trench excavation to be in accordance with SABS 1200 -

2.1. Pipes, services and fittings

The contractor shall take special precautions not to damage any water pipes, cables, sewer mains, services or fittings. If any of the aforementioned is damaged, it shall be for the contractor's account.

2.1. Compaction of the in-situ

The contractor shall water and compact the upper layer of the in-situ material before placement of any material in the next layer. The in-situ material shall have at least 93% Mod AASHTO density.

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ASPHALT SURFACING

3. Description

This section covers the priming of the base and the construction of **Hot-mix Asphalt** as well as **Slurry Mix** surfacing (continuously graded medium graded asphalt surfacing)

3.1 Specification

This work shall be carried out strictly in accordance with SANS 1200 MH - 1981: ASPHALT BASE AND SURFACING; and shall be read with the true intended use. The **Hot-mix Asphalt** thickness shall be a **40mm minimum** layer and a **6mm to 10mm** layer of **Crusher Dust Slurry** over the total area as indicated.

4. Tarmac repair

4.1 Repair damaged tarmac areas as indicated by the manager and recorded in the site diary with "Roadmix" as supplied by the Road Building International. The repairs shall be carried out with the requirements of the manufacturers in every accord.

4.2 Sections of road to be repaired

This work shall be carried out strictly in accordance with SANS 1200 MH1981: ASPHALT BASE AND SURFACING; and shall be read with the true intended use.

PARTICULAR SPECIFICATIONS

5. CONSTRUCTION

5.1 All work to be done strictly according to the specifications

All work shall be done strictly according to the specifications. The Tenderer shall allow for all items that are indicated on the specifications and shall also allow for all items that are reasonably expected to complete the work successfully. The items listed in this Specification are complimentary to the specifications on the plan and listed for clarity.



5.2 Accommodation of traffic

The Contractor shall so arrange and conduct his operations as to cause the least possible inconvenience to Transnet's vehicles and public traffic. The Project Manager may order the Contractor at any stage to change his programme or position of work for the above reasons. No interruption of any commercial traffic shall be allowed within the Transnet boundary.

During the period of construction of the Works, the Contractor shall be responsible for the safe and easy passage of all traffic and pedestrians, through or over all sections of roads and access to premises, which may be required by law or by the Project Manager. The Contractor shall provide all temporary road signs, flagmen,

Kerbs

6.1 MATERIALS TO BE USED

6.1.2 Kerb blocks. to be bedded in to 75mm deep x 220 mm wide concrete of 1:3:5, 13 mm stone mix (15 Mpa). These kerb blocks should be jointed and pointed with ± 8 mm mortar joints. Back side of kerb blocks to be covered up with soil to slope to existing soil.

SAFETY

Always adhere to Act 85 of 1993 rules and regulations.

Adhere to Safety Regulations of the Local depot.

Wear appropriate clothing provided by Spoornet.

Work according to E7 document.

The contractor and his staff will attend a Safety Induction Program presented by Spoornet before the start of the works.



TRANSNET LIMITED
(REGISTRATION NO. 1990/000900/30)
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TENDERS ARE INVITED TO REPAIR SECTIONS OF TAR AREA, LAY HOT TAR MIX 40 MM TO SURFACES AT
LOCO DEPOT KORROSTAD 02XK007B Land NVX0561B

Part C
SCHEDULE OF RATES AND QUANTITIES

This part **must** be completed in **black-ink** by the contractor and submitted with the Tender Form E4.

The Schedule of Rates hereunder for material and labor for the tender is to be priced, extended and totaled and carried to the tender form.

The cost to the Contract Sum shall be adjusted using the rate given hereunder. Variations to items for which no rates are given shall be priced using the given rates (day rates and % material) as a basis and as agreed.

The contenders are required to insert rates for the following items, extend and total:-

Value Added Tax (VAT) is excluded (price without VAT). However, once priced this must be calculate to give a net total. Then calculate the 14% VAT and add this to give a grand total (inclusive of VAT). The net total (Exclusive of VAT) shall be transferred to the Tender Form E4.

Cost of material for the variation orders:

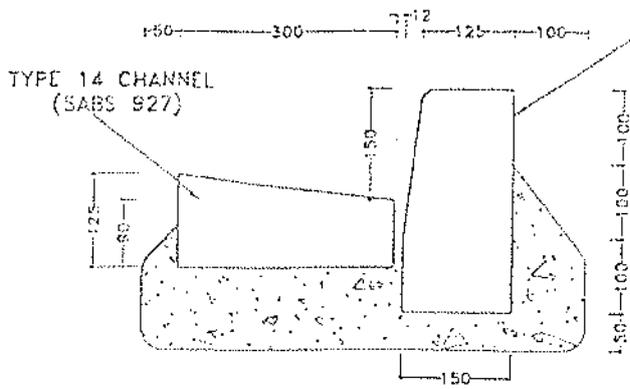
All work shall be recorded in the daybook (diary) stating all plant, labor and material used on each task. The contractor shall indicate in the block below what percentage of the handling cost of any material used such as transport, storage, profit and overheads (inclusive of VAT). This cost shall be as per Invoice provided after the contractor's discount has been deducted. The price must be fair and reasonable and Spoornet shall reserve the right to adjust the price of the material if it is not aligned to that which is available in the open market. Furthermore, the labor time must be within the norm and TRANSNET reserves this right to change this if deemed to be excessive.

Part C

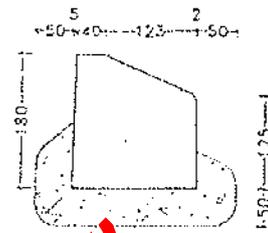
SCHEDULE OF WORK AND PRICES

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
P & G	Job	1		
Risk & Safety	Job	1		
TAR SURFACE				
Prepare surface to lay 40 mm hot tar to surfaces	m ²	75		
Hot mix tar to be laid 40 mm thick	m ²	75		
Crusher dust to cover wet tar	Job	1		
Repair/ replace Kerb blocks	M	18		
Remove wood sleepers and soil	Job	1		
Net Total to be carried (to forward to tender	form -E4)		R	
		14% vat	R	
		Grand Total	R	

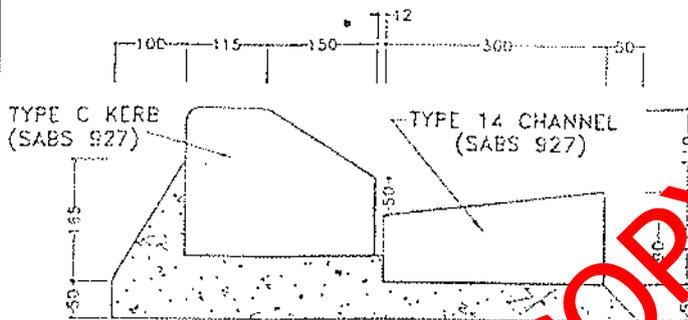
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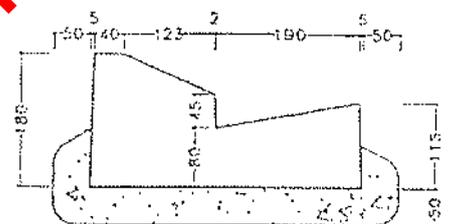
KERB AND CHANNEL



MOUNTABLE KERB
PAROW TYPE

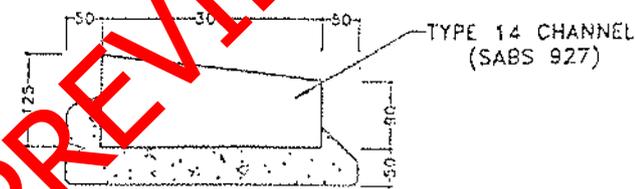


MOUNTABLE KERB AND CHANNEL

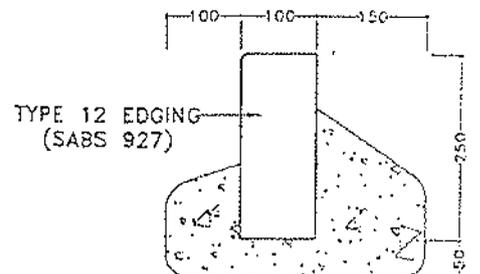


MOUNTABLE KERB AND CHANNEL
PAROW TYPE

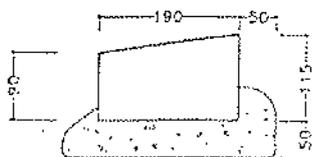
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CHANNEL SECTION ONLY



EDGING



CHANNEL SECTION ONLY
PAROW TYPE

NOTE :
ALL UNITS TO BE LAID WITH GRADE 15
CONC. BEDDING/BACKING ON COMPACTED
SUBGRADE/SUBBASE/BASE

CONTRACT MANAGEMENT SIMPLIFIED RISK ASSESSMENT FORM

Risk Assessment Location : Kroonstad Movement Depot
 Job Description : Lay of interlocking blocks 80mm to road
 Compiled by : A Lotriet
 Date : 2013/09 / 16

Where on item is not applicable show as N/A

No	Hazard / Danger Identified	Yes	No	Remarks
1	Required PPE to be supplied: Boots; Gloves; Overhaul; eye protection and hard hat. PPE supplied on record.			
2	First Aid: Sufficient first aid boxes supplied (5 person per First Aid Box)			
3	Construction Vehicles: Driver a valid driver licence; Competent person licence on site.			
4	Notice & signs: Sign board in place while construction is on-going.			
5	Scrap removal: All items of scrap / Rubble and redundant material removed from site on a regular base (Daily)			
6	Electrical Equipment: All in good working order ,plugs, safety guards etc..			
7	Fire Extinguisher: Still in date of last inspection and fully charged			
8	Heat stress: Measure in place to prevent heat /cold stress problem areas(see Environmental Regulation 4) Water available when extreme temperatures are experienced.			
9	Lifting Posts : Caution to be taken when lifting posts.			
10	Wire :Removing or replacing wire caution to be taken .			
11	Field working: Caution to be taken when working for insects, reptiles			
12	Traffic - is there a danger of road or off road vehicles .			
13	Trains: Caution to be taken when working near rail lines , no crossing.			
14	Over head lines : Look at E7 supplied with contract. Distance allowed			
15	Fall from Heights - does the job require working more than 2m above ground level.			
16	Uneven ground: caution to be taken when working (tripping) spraining ankle			
17	Hand tools: Spades, Hammers, saws & pliers inspected on a daily base			
18	Fire: No open fire permitted in program premises			
19	Other people in area . Will there be a possible clash between workers or residents.			
Protective Equipment and Precautions : Headgear (state Type)				
Eye Protection (state type)				
Hazard / danger Description : Protective suit (state type)				
Gloves (state type)				
Footwear (state type)				
Breathing Apparatus (state type)				
Spark-proof tools to be used				
Flameproof electrical equipment must be used				
Other				

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Probability	Effect
A = Happens continuously	1 = Fatal/Permanent
B = Happened before	2 = Serious injury
C = May happen	3 = Lost time injury
D = Not likely to happen	4 = Med. Aid/Minor
E = Practically impossible	5 = Insignificant

		Probability				
e	f	A	B	C	D	E
f 1	1	1	2	3	4	5
f 2	2	2	3	4	5	6
e 3	3	3	4	5	6	7
c 4	4	4	5	6	7	8
t 5	5	5	6	7	8	9

Risk Assessment			Action Time Frame
1 - 3	=	Serious	Immediate
4 - 5	=	High Risk	Within 2 weeks
6 - 7	=	Moderate Risk	Within 1 month
8 - 9	=	Low Risk	Take note

Signatures:-

Project Manager Date

Technical Officer..... Date

Safety Professional Date

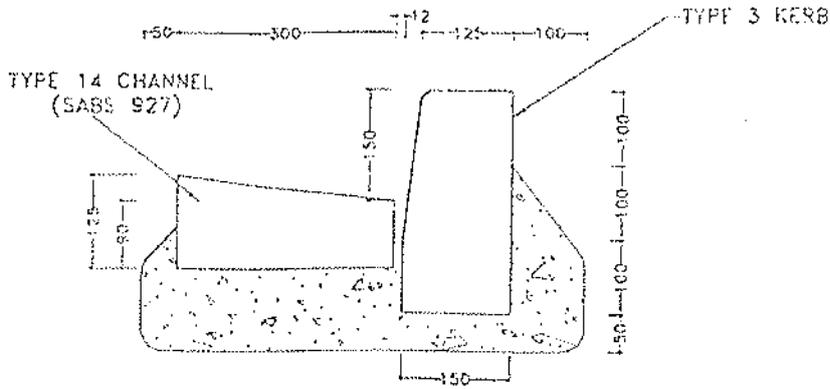
Asset Protection

02XK006. Building

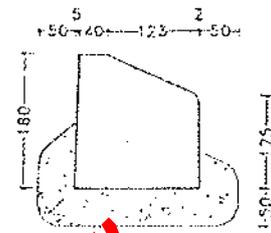
$$9 \times 9 = 81 \text{ m}^2$$



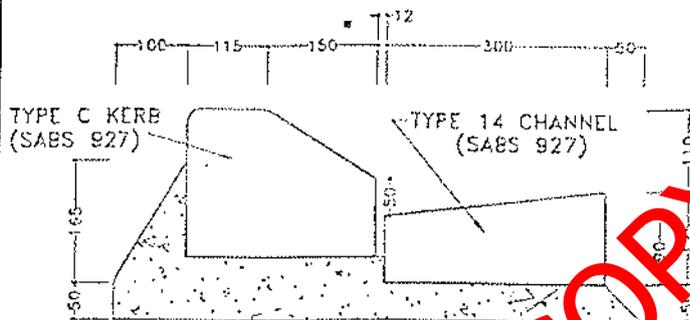
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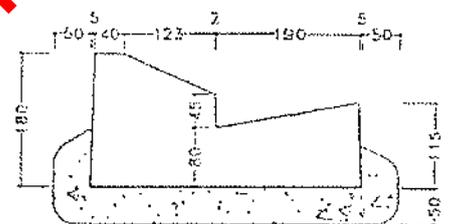
KERB AND CHANNEL



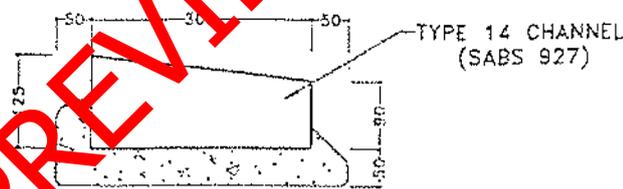
MOUNTABLE KERB PAROW TYPE



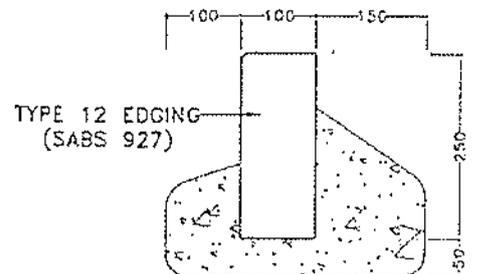
MOUNTABLE KERB AND CHANNEL



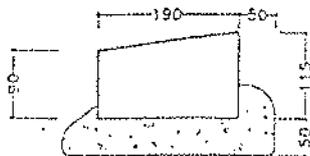
MOUNTABLE KERB AND CHANNEL PAROW TYPE



CHANNEL SECTION ONLY



EDGING



CHANNEL SECTION ONLY PAROW TYPE

NOTE :
ALL UNITS TO BE LAID WITH GRADE 15 CONC. BEDDING/BACKING ON COMPACTED SUBGRADE/SUBBASE/BASE



TRANSNET LIMITED
(REGISTRATION NO 1990/000900/30)

trading as SPOORNET
(hereinafter referred to as SPOORNET)

TENDERS ARE INVITED TO REPAIR ROAD AND LAY INTERLOCK BLOCKS OF ROAD AT KROONSTAD RISK DEPOT 02XK006 Land NVX3638B

PART A

GENERAL & SPECIAL CONDITIONS OF CONTRACT

1. Scope of work:

This specification covers the paving of road with pre-cast concrete segmental blocks laid closely together, the joints between the units being filled with jointing sand. Kerb blocks to be laid along sides. Kerb blocks to laid to side of blocks.

NOTE: The standards referred to in the specification are listed in 1.2.2. SUPPORTING SPECIFICATIONS

2. Site location:

The site is situated at KROONSTAD H.R./RISK DEPOT

3. Contract documents::

A formal contract will be entered with the successful tenderer, which shall incorporate the following documents:-

- 3.1 Contract and General Conditions of contract, and
- 3.2 Specification;
- 3.3 Tender Documents, drawings and
- 3.4 Letter of confirmation of this tender.

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 Manager, Technical & Legal Administration, P.O. Box 36, Room 312, Cape Town 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 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 unauthorised alterations, erasures or additions be made they will not be recognised by Transnet.



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

- Notice to Tenderers
- Scheduled of Rates and Prices
- E4 Tender Form (price transferred from the above-mentioned document) and
- E7/1 Working near tracks with Overheads

Transnet and presented to the successful tenderer for signature on award.

5. Time to complete the work:

Notwithstanding the following shall indicate in the Tender Form, the E4 herein: the duration in days that they will require to complete the works, but this shall not be longer than **150** days:

The contractor shall be required to complete the works in this period, as stated in the E4 and approved. This period shall be inclusive of weekends, public holidays and statutory holiday periods.

Failing completion of the work within the period as stipulated above or with any shorter period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet as penalty the sum of **R500.00** (Five Hundred Rand) for every day or part thereof during which the works remain incomplete.

6. Manager:

A **Junior Manager (Civil)** shall appoint a competent Project Manager to undertake the Engineering duties.

7. Guarantee:

All workmanship and material shall be **guaranteed for a period of 2 years**, from the date of completion of work.

8. Inspection of works:

- 8.1 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 and to examine foundations before permanent work is placed thereon.

The Contractor shall give due notice to the project manager whenever any such work of formations is or are ready or about to be ready for examination. The project manager shall, without unreasonable delay, unless he considers it necessary and advises the Contractor accordingly, examine and or measuring such work as required.

- 8.1 The Contractor shall uncover any part 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 part or parts to the satisfaction of the project manager. If any such part of parts have been covered up or put out of view after compliance with the requirements of Sub-Clause 9.1 of this Clause, and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Contractor..



9. Site records:

9.1 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.

9.2 Site Instruction Book

The Contractor shall provide a site instruction book, in triplicate for the engineer 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.

9.3 Programme & Planning of the work

The contractor shall provide to the project manager a detailed plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet 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.

9.4 Cash flow

Interim payments will be made to the amount of work completed. Final payment will be made after the job is finished.

10. Water supply

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 Spoornet. The Contractor must supply all connections, hoses, etc., as necessary.

11. Electricity supply:

Electricity may be made available to the Contractor at and specificity point. 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 SANS 0142.

12. Access to site:

The areas are restricted and the contractor must ensure he complies with the regulations of Spoornet in every way. The Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.



13. 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 Project Manager. No material that is lying on the site (other than that from this contract) or on Transnet's property, may be removed (even if deemed as scrap) by the contractor.

14. Clearing of site:

Further the Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

15. Working outside normal working hours:

Work will take place in normal working hours are between 07:00 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Spoornet will not unreasonably withhold permission, however the Contractor may have to pay for Spoornet's supervisory personnel.

16. VAT:

Value Added Tax (VAT) shall be excluded in the Schedule of Rates and Prices Part C.

17. Escalation:

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

19. Retention:

Transnet will keep a retention amount in case of any defective work, Transnet reserves the right to retain up to ten (10) percent of the value of the contract, 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.

20. Payment:

Payment shall be made (within 30 days of receiving of month-end statement) when completed, (minus retention money), all as per clause 5 above, and in accordance with the Schedule of Rates and Prices Part C. If the 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.

The rates shall remain firm for a one-year contract period and no further review of basic rates shall be entertained during the contract period.

- ❖ The invoiced amount payable to the Contractor shall be the sum of the changes as set out in the Schedule of Rates and Prices., which shall be determined in accordance with the record, time sheets and such other documents kept by the parties, and which shall be invoiced on completion of the task..



21. Safety precautions and Insurance

21.1 Damage to Transnet's Assets and liability

Contract the contractor shall provide the insurance for the following: -

- ◆ Contract Work; (this insurance excludes the old (scrap) material removed)
- ◆ Public Liability;

21.2. Act 85

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E.4E as placed in this Specification must be adhered to.

21.3 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.

- The National Environmental Management Act, 107/1998;
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1996

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 Contractors cost.

TRANSNET LIMITED
(REGISTRATION NO 90/00900/30)

trading as TRANSNET
(hereinafter referred to as TRANSNET)

TENDER NO.

TENDERS ARE INVITED TO REPAIR ROAD AND LAY INTERLOCK BLOCKS TO ROAD AT KROONSTAD
H.R /RISK DEPOT 02XK006 Land NVX3638B

PART B

PROJECT SPECIFICATION

SECTION 1

1.GENERAL

Repair to road and lay interlocking blocks with kerb blocks to Kroonstad H R / Risk entrance road 85 M²

- i) Level of surface to lay blocks 85 m²
- ii) Lay of kerb block to road
- iii) Lay of 80 mm interlock paving blocks ,(85 m²)
- iv) Compact of paving blocks,
- v) Lay kerb blocks to ends of paving blocks ends,
- vi) Repair to kerb blocks at storm water sloop,

1.1 P&S :

Shall include all overheads such as setting up site and dismantle of site, all Act 85 issues, PPE required to do necessary work and running costs to be able to do the work

1.2 Standard Specification

In so far as they can be applied, the following specifications shall be regarded as being embodied in this specification.

1.2.1 Transnet's Specifications (Enclosed)

Specification for work on, over, under or adjacent to railway lines and near high voltage equipment E7/1.



1.2.2 SANS Specifications (To be obtained by the tenderer)

Where this specification is required for a project the following specifications shall, inter alii, form part of the concrete specification:

- b) SANS 1200 A or SABS 1200 AA, as applicable;
- c) SANS 1200 D or SABS 1200 DA, as applicable;
- d) SANS 1200 DM; (Road sub base)
- e) SANS 1200 G or SABS 1200 GA, as applicable;
- f) SANS 1200 M; (Roads)
- g) SANS 1200 ME.
- h) SANS 1200C (site cleaning)

1.3 To be supplied by the Contractor

The Contractor shall provide all labour, transport, consumable stores, plant, equipment, PPE, tools, services, materials and ingredients of every description required for the carrying out and completion of the Works as per this specification and any further work as may be ordered by the Project Manager/Manager.

1.4 Site meetings

The Contractor shall be called upon to attend meetings on the site to discuss the progress of WORKS with the Transnet representatives.

1.5 Recording of the works:

The Contractor shall keep and maintain accurate records in the site diary of all work so that any disputes can be resolved and that the extent of the required tests on the materials can readily be determined.

1.6 Setting out of the works:

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with the "Guidelines for the provision of Engineering Services in Residential Townships" by The Department of Community Development.

1.7 Keep site tidy:

The Contractor shall keep the site tidy at all times and remove all old material and such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

A permit must be obtained from the Municipalities to transport material on their roads, when required.

THIS (SCHEDULE OF RATES AND PRICES) MUST BE FILLED IN AND ADDED TO THE TOTAL CONTRACT PRICE.

The profit required to do the work shall be to the contractor's consideration and must be allowed for in the entire Schedule of Rates and Prices.

PARTICULAR SPECIFICATIONS

A1 CONSTRUCTION

A1.1 All work to be done strictly according to the specifications

All work shall be done strictly according to the specifications. The Tenderer shall allow for all items that are indicated on the specifications and shall also allow for all items that are reasonably expected to complete the work successfully. The items listed in this Specification are complimentary to the specifications on the plan and listed for clarity.

A1.2 Accommodation of traffic

The Contractor shall so arrange and conduct his operations as to cause the least possible inconvenience to Transnet's vehicles and public traffic. The Project Manager may order the Contractor at any stage to change his programme or position of work for the above reasons. No interruption of any commercial traffic shall be allowed within the Transnet boundary.

During the period of construction of the Works, the Contractor shall be responsible for the safe and easy passage of all traffic and pedestrians, through or over all sections of roads and access to premises, which may be required by law or by the Project Manager. The Contractor shall provide all temporary road signs, flagmen,

PAVING

2 SCOPE OF WORK

This project involves the following work: Dig out the in situ soil where necessary or fill in where necessary to specified levels to storm water drainage point. Provide and lay 9 x 9 wide = 85 M² (square metres) of 80mm GI Interlocking class 25 paving blocks. Provide kerb blocks to all sides.

2.1 MATERIALS TO BE USED

2.1.1 Interlock Paving blocks: 80mm thick Class 25 "G" Grey Interlocking blocks. Block to have a chamfer on all edges. Block shall have a compressive strength minimum of 25Mpa.

Test of paving blocks

Eighteen (18) blocks randomly selected by Transnet's Project manager from blocks delivered at site shall be send to be tested at **Simlab in Bloemfontein** to see if blocks comply with 25Mpa specification. If any of the blocks test under strength:
Individual Minimum 20 Mpa Average
Minimum 25 Mpa all of the blocks on site shall be rejected and shall be replaced by the contractor. The replacement blocks shall be tested again at Simlab and if any of the replacement blocks test under strength: Individual Minimum 20 Mpa Average
Minimum 25 Mpa the contract shall be cancel with no payment to the contractor for any expenses.

2.1.1 Contractor will be responsible for the payment of tests of blocks.

2.1.2. **Base Course:** Existing material compacted to the satisfaction of the project manager before the bedding sand is laid.

2.1.3. **Bedding Sand:** Can be River Sand free of any solid materials, and must be laid no thicker than 20mm. Sand for bedding shall be free from solids and substances that may be deleterious to blocks.

2.1.4 **Jointing Sand:** Shall have passed a 1,18mm sieve and shall contain 10 – 50% of material that passes a 0,075mm sieve. Must be dry and mixed with 5% cement before sweeping between pavers. Sand shall be free of any solids and fine enough to penetrate joints.

2.1.5 **Kerb blocks.** To be bedded in to 75mm deep x 220 mm wide concrete of 1:3:5, 13 mm stone mix (15 Mpa). These kerb blocks should be jointed and pointed with \pm 8mm mortar joints. Back side of kern blocks to be covered up with soil to slope to existing soil.

TECHNICAL SPECIFICATIONS

3.1. Dig out the in situ soil or fill to with soil removed from high points over whole area. If the soft or unstable areas of the base shall be removed to a depth of 200mm and base shall be compacted and trimmed to within the specified level.

The excess material shall be removed from site, and dump at the allocated place as authorized by the Local Council by the Contractor.

The falls and levels after completion of the work shall comply with the following standards for each area.

3.2. **Area 85 square meter:** Paving blocks to be level to road and slope to storm water slot to kerb"s. The road section will be 80mm above exiting ground level.

3.3. Compact the whole area with a mechanical compact roller to the satisfaction of the Project manager.

3.4. The falls and levels after compaction must comply with the standards set out in the following table.



3.5 Foundation layers

- 3.5.1 Deviation of top sub base layer from designated level + - 10mm
- 3.5.2. Smoothness of top sub base layer measured on a 3m straight line in any direction +- 10mm
- 3.5.3. Thickness of 20mm compacted sand bedding layer +- 10mm
- 3.5.4 .Spread an evenly 20mm sand bedding layer over Sub base.
- 3.5.5. Provide Kerb blocks to all sides.

4. Blocks are to be laid in accordance with the Interlock Paving Block manual as supplied by The Concrete Masonry Association.

- 4.1 Cutting of block is to be done either by means of a mechanical brick saw or sharpened bolster. Care must be maintained to ensure that cut bricks/blocks remain true to line and level.
- 4.2 Blocks are to be lightly compacted before jointing sand is applied.
- 4.3 Excess jointing sand shall be swept away and removed.
- 4.4 Any area showing signs of "sagging" or "kicking" will be re-laid.
- 4.5 The paving to have a maximum deviation from a 3 m straight edge placed on the block Surface of 15mm, except where vertical curves necessitate a greater deviation. On kerb lines and edge restraints, this deviation is not to exceed 10 mm.
- 4.6 The finished paving shall be so laid as to create a regular and smooth appearance, with due consideration for the efficient evacuation of storm after. Puddling deeper than 5 mm should not remain longer than minutes after rain has ceased.
- 4.7 Paving blocks used are to be free of any defects, cracks or breakages. All block with defects, cracks or breakages shall be replaced. A chip is defined as an imperfection of the visible surface of the paving block to a depth greater than 8mm that can be cover by a 25mm diameter disk. A maximum of 2.5% by number of chipped bricks or blocks shall be accepted
- 4.8 The successful contractor will be responsible to remove all rubble and excess material from site. Site to be left clean and tidy.



SAFETY

Always adhere to Act 85 of 1993 rules and regulations.

Adhere to Safety Regulations of the Local depot.

Wear appropriate clothing provided by Spornet.

Work according to E7 document.

The contractor and his staff will attend a Safety Induction Program presented by Spornet before the start of the works.

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TRANSNET LIMITED
(REGISTRATION NO. 1990/000900/30)
TRADING AS SPOORNET

TENDERS ARE INVITED TO REPAIR ROAD AND LAY INTERLOCK BLOCKS TO ROAD AT KROONSTAD
RISK DEPOT 02XK006 Land NVX3638B

Part C
SCHEDULE OF RATES AND QUANTITIES

This part **must** be completed in **black-ink** by the contractor and submitted with the Tender Form E4.

The Schedule of Rates hereunder for material and labor for the tender is to be priced, extended and totaled and carried to the tender form.

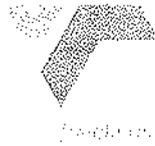
The cost to the Contract Sum shall be adjusted using the rate given hereunder. Variations to items for which no rates are given shall be priced using the given rates (day rates and % material) as a basis and as agreed

The contenders are required to insert rates for the following items, extend and total:-

Value Added Tax (VAT) is excluded (price without VAT). However, once priced this must be calculated to give a net total. Then calculate the 14% VAT and add this to give a grand total (inclusive of VAT). The net total (Exclusive of VAT) shall be transferred to the Tender Form E4.

Cost of material for the variation orders:

All work shall be recorded in the daybook (diary) stating all plant, labor and material used on each task. The contractor shall indicate in the block below what percentage of the handling cost of all material used such as transport, storage, profit and overheads (inclusive of VAT). This cost shall be as per Invoice provided after the contractor's discount has been deducted. The price must be fair and reasonable and SpoorNet shall reserve the right to adjust the price of the material if it is not aligned to that which is available in the open market. Furthermore, the labor time must be within the norm and SpoorNet reserves this right to change this if deemed to be excessive.



Part C

SCHEDULE OF WORK AND PRICES					
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1.1.	P & G	Job	1		
1.2.	Safety health Risk	Job	1		
2.	Gravel road to be leveled before laying paving blocks	M ²	85		
2.1.	Lay of Interlock Paving blocks 80 mm thick 9m x 9m wide	M ²	85		
2.1.2	Ground for leveling of road	M ³	5		
2.1.5	Kerb Blocks lay in concrete	M	27		
8.	Repair to kerbs at storm water slot	Ea	2		
	Net Total to be carried (to forward to tender)	R 111 450		R	
			14% vat	R	
			Grand Total	R	

CONTRACT MANAGEMENT

SIMPLIFIED RISK ASSESSMENT FORM

Risk Assessment Location : Kroonstad HB / Risk depot
 Job Description : Lay of interlocking blocks 80mm to road
 Compiled by : A Lotriet
 Date : 2013/09 / 16
 Where an item is not applicable show as N/A

No	Hazard / Danger Identified	Yes	No	Remarks
1	Required PPE to be supplied supplied: Boots : Gloves :Overhaul, eye protection and hard hat. PPE supplied on record			
2	First Aid: Sufficient first aid boxes supplied (5 person per First Aid Box)			
3	Construction Vehicles: Driver a valid driver licence; Competent person licence on site.			
4	Notice & signs: Sign board in place while construction is on-going.			
5	Scrap removal: All items of scrap / Rubble and redundant material removed from site on a regular base (Daily)			
6	Electrical Equipment: All in good working order ,plugs, safety guards etc..			
7	Fire Extinguisher: Still in date of last inspection additive extinguished on site			
8	Heat stress: Measure in place to prevent heat /cold stress problem areas(see Environmental Regulation 4) Water available when extreme temperatures are experienced.			
9	Lifting Posts : Caution to be taken when lifting posts.			
10	Wire :Removing or replacing wire caution to be taken .			
11	Field working: Caution to be taken when working for insects, reptiles			
12	Traffic - is there a danger of road or off road vehicles .			
13	Trains: Caution to be taken when working near trail lines , no crossing.			
14	Over head lines : Look at E7 supplied with contract. Distance allowed			
15	Fall from Heights - does the job require working more than 2m above ground level.			
16	Uneven ground: caution to be taken when working tripping spraining ankle			
17	Hand tools: Spades, Hammers, saws & pliers - inspected on a daily base			
18	Fire: No open fire permitted in the street premises			
19	Other people in area . Will there be a possible clash between workers or residents.			
Protective Equipment and Precautions : Headgear (state Type)				
Eye Protection (state type)				
Hazard / danger Description : Protective suit (state type)				
Gloves (state type)				
Footwear (state type)				
Breathing Apporatus (state type)				
Spark-proof tools to be used				
Flameproof electrical equipment must be used				
Other				

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Probability	Effect
A = Happens continuously	1 = Fatal/Permanent
B = Happened before	2 = Serious injury
C = May happen	3 = Lost time injury
D = Not likely to happen	4 = Med. Aid/Minor
E = Practically impossible	5 = Insignificant

		Probability				
		A	B	C	D	E
e	f 1	1	2	3	4	5
	f 2	2	3	4	5	6
e	e 3	3	4	5	6	7
	e 4	4	5	6	7	8
f	f 5	5	6	7	8	9

Risk Assessment			Action Time Frame
1 - 3	=	Serious	Immediate
4 - 5	=	High Risk	Within 2 weeks
6 - 7	=	Moderate Risk	Within 1 month
8 - 9	=	Low Risk	Take note

Signatures:-

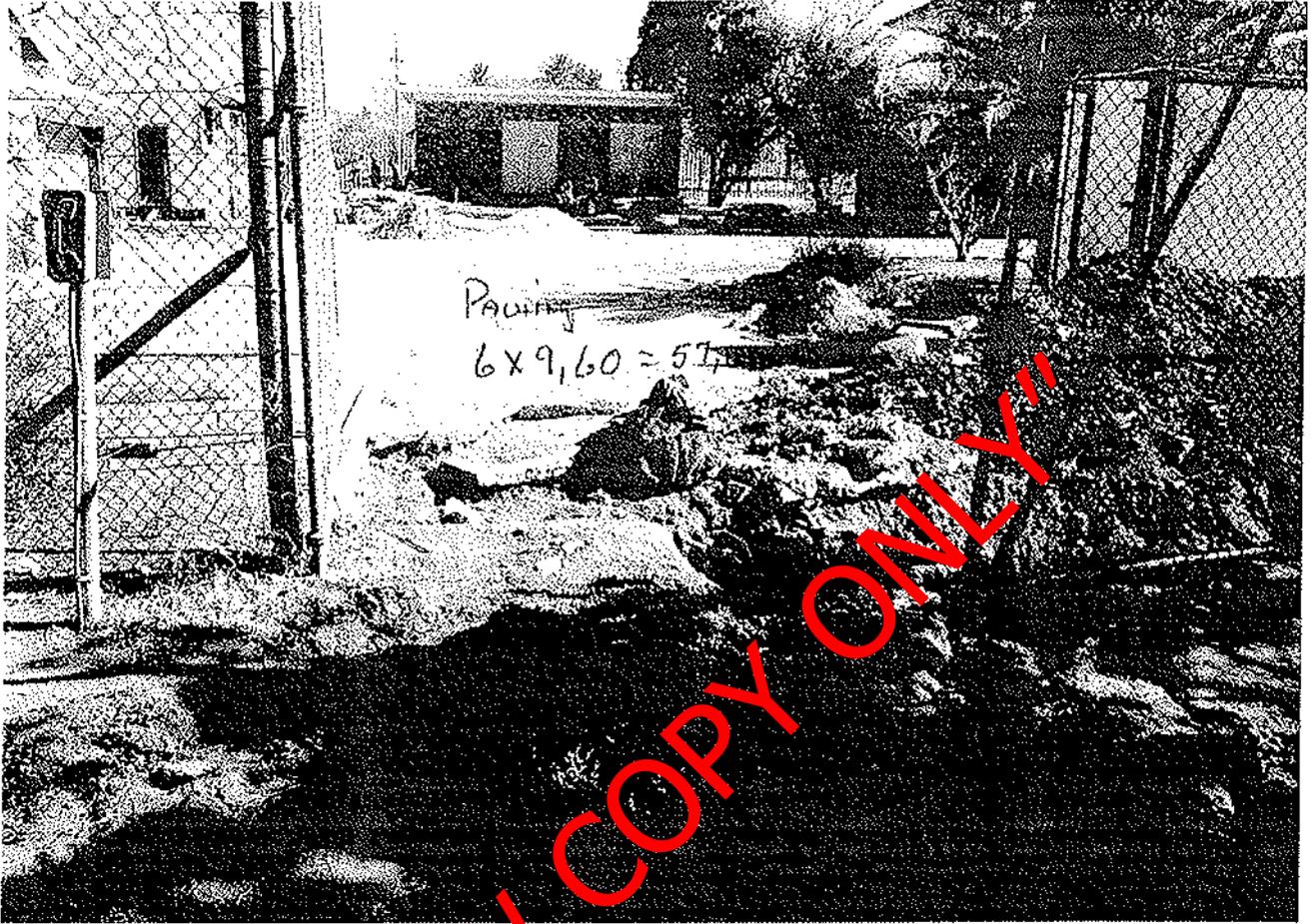
Project Manager Date

Technical Officer Date

Safety Professional Date

SECTION D

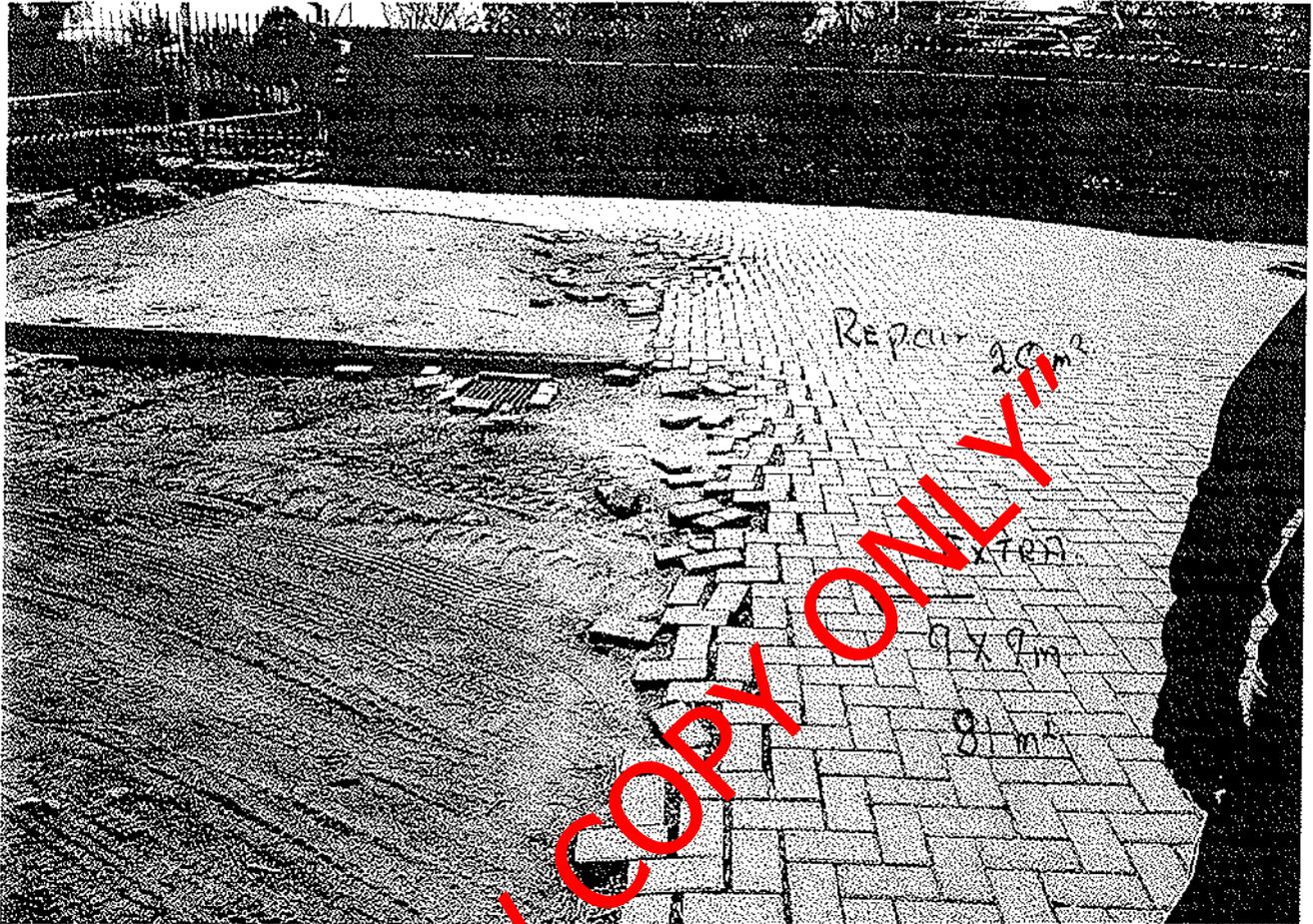
Transect 02XK005B. Land NVX3446B.



Translet



Transfer



CONTRACT MANAGEMENT SIMPLIFIED RISK ASSESSMENT FORM

Risk Assessment Location : Kroonstad Signal depot
 Job Description : Lay of interlocking blocks 80mm to road
 Compiled by : A Lotriet
 Date : 2013/09/ 16
 Where an item is not applicable show as N/A

No	Hazard / Danger Identified	Yes	No	Remarks
1	Required PPE to be supplied: Boots, Gloves, Overhaul, eye protection and hard hat. PPE supplied on record.			
2	First Aid: Sufficient first aid boxes supplied (5 person per First Aid Box)			
3	Construction Vehicles: Driver a valid driver licence; Competent person licence on site.			
4	Notice & signs: Sign board in place while construction is on-going.			
5	Scrap removal: All items of scrap / Rubble and redundant material removed from site on a regular base (Daily)			
6	Electrical Equipment: All in good working order ,plugs, safety guards etc..			
7	Fire Extinguisher: Still in date of last inspection additive extinguished on site			
8	Heat stress: Measure in place to prevent heat /cold stress problem areas(see Environmental Regulation 4) Water available when extreme temperatures are experienced.			
9	Lifting Posts : Caution to be taken when lifting posts.			
10	Wire :Removing or replacing wire caution to be taken .			
11	Field working: Caution to be taken when working for insects, reptiles			
12	Traffic - is there a danger of road or off road vehicles .			
13	Trains: Caution to be taken when working near trail lines , no crossing.			
14	Over head lines : Look at E7 supplied with contract. Distance allowed			
15	Fall from Heights - does the job require working more than 2m above ground level.			
16	Uneven ground: caution to be taken when working ,tripping, spraining ankle			
17	Hand tools: Spades, Hammers, saws & pliers inspected on a daily base			
18	Fire: No open fire permitted in Fire-snet premises			
19	Other people in ares . Will there be a possible clash between workers or residents.			
Protective Equipment and Precautions : Headgear (state Type)				
Eye Protection (state type)				
Hazard / danger Description : Protective suit (state type)				
Gloves (state type)				
Footwear (state type)				
Breathing Apparatus (state type)				
Spark-proof tools to be used				
Flameproof electrical equipment must be used				
Other				

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A = Happens continuously	1 = Fatal/Permanent
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C = May happen	3 = Lost time injury
D = Not likely to happen	4 = Med. Aid/Minor
E = Practically impossible	5 = Insignificant

		Probability				
	e	A	B	C	D	E
f	1	1	2	3	4	5
f	2	2	3	4	5	6
e	3	3	4	5	6	7
c	4	4	5	6	7	8
t	5	5	6	7	8	9

Risk Assessment			Action Time Frame
1 - 3	=	Serious	Immediate
4 - 5	=	High Risk	Within 2 weeks
6 - 7	=	Moderate Risk	Within 1 month
8 - 9	=	Low Risk	Take note

Signatures :-

Project Manager Date

Technical Officer..... Date

Safety Professional..... Date



TRANSNET LIMITED
(REGISTRATION NO 1990/000900/30)

trading as TRANSNET
(hereinafter referred to as TRANSNET)

TENDERS ARE INVITED REPAIR OF INTERLOCKING BLOCKS. RE-LAY KERB BLOCKS TO BE LAID ON SIDES OF INTERLOCKING BLOCKS AT SIGNAL DEPOT IN KROONSTAD. 02X1005B land NVX3446B

PART A

GENERAL & SPECIAL CONDITIONS OF CONTRACT

1. Scope of work:

This specification repair ground level and repair to interlocking blocks (20M²) and lift of (22M²) for reuse. Place Kerb blocks to side of interlocking blocks. (43m) repair to loose side blocks by bedding in moter in concrete.

NOTE: The standards referred to in the specification are listed in 1.2.2. SUPPORTING SPECIFICATIONS

1.1 Risk and Safety

Before starting any work the Contractor Must Draft his own Health & Safety planning related to the Risks identified. This must be listed and all hazards to be identified (Why are these risks) How will these risks be eliminated. In terms of the Construction Regulation [Regulation 4 (1) (a)] of the Occupational Health and safety Act, No 85 Of 1993, the client is required to compile an Occupational Health and safety specification for each of its projects and the Principal Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety plan.

2. Site location:

The site is situated at Kroonstad Signals Depot

3. Contract documents::

A formal contract will be entered with the successful tenderer, which shall incorporate the following documents:-

- 3.1 Contract and General Conditions of contract, and
- 3.2 Specification;
- 3.3 Tender Documents, drawings and
- 3.4 Letter of confirmation of this tender.



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 Manager, Technical & Legal Administration, P.O. Box 36, Room 312, Cape Town 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 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 unauthorised alterations, erasures or additions be made they will not be recognised by Spoornet.

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

- Notice to Tenderers
- Scheduled of Rates and Prices
- E4 Tender Form (price transferred from the above-mentioned document) and

Transnet and presented to the successful tenderer for signature on award.

5. Time to complete the work:

Notwithstanding the following shall indicate in the Tender Form, the E4 herein: the duration in days that they will require to complete the works, but this shall not be longer than **60** days:

The contractor shall be required to complete the works in this period, as stated in the E4 and approved. This period shall be inclusive of weekends, public holidays and statutory holiday periods.

Failing completion of the work within the period as stipulated above or with any shorter period offered by the tenderers and accepted by Transnet, the contractor shall pay to Transnet as penalty the sum of **R500.00** (Five hundred Rand) for every day or part thereof during which the works remain incomplete.

6. Manager:

A Junior Manager (Civil) shall appoint a competent Project Manager to undertake the Engineering duties.

7. Guarantee:

All workmanship and material shall be **guaranteed for a period of 2 years**, from the date of Completion of work.



8. Inspection of works:

- 8.1 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 and to examine foundations before permanent work is placed thereon.

The Contractor shall give due notice to the project manager whenever any such work of formations is or are ready or about to be ready for examination. The project manager shall, without unreasonable delay, unless he considers it necessary and advises the Contractor accordingly, examine and or measuring such work as required.

- 8.1.1 The Contractor shall uncover any part 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 part or parts to the satisfaction of the project manager. If any such part or parts have been covered up or put out of view after compliance with the requirements of Sub-Clause 9.1 of this Clause, and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Contractor..

9. Site records:

9.1 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.

9.2 Site Instruction Book

The Contractor shall provide a site instruction book, in triplicate for the engineer 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.

9.3 Programme & Planning of the work

The contractor shall provide to the project manager a detailed plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet 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.

9.4 Cash flow

Interim payment will be made to the amount of work completed. Final payment will be made



after the job is finished.

10. Water supply:

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 Spoornet. The Contractor must supply all connections, hoses, etc., as necessary.

11. Electricity supply:

Electricity may be made available to the Contractor at and specificity point. 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 SANS 0142.

12. Access to site:

The areas are restricted and the contractor must ensure he complies with the regulations of Spoornet in every way. The Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.

13. 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 Project Manager. No material that is lying on the site (other than that from this contract) or on Spoornet's property, may be removed (even if deemed as scrap) by the contractor.

14. Clearing of site:

Further the Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

15. Working outside normal working hours:

Work will take place in normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Spoornet will not unreasonably withhold permission, however the Contractor may have to pay for Spoornet's supervisory personnel.

16. VAT:

Value Added Tax (VAT) shall be excluded in the Schedule of Rates and Prices Part C.

17. Escalation:

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.



19. Retention:

Transnet will keep a retention amount in case of any defective work, Transnet reserves the right to retain up to **ten (10) percent** of the value of the contract, 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.

20. Payment:

Payment shall be made (within 30 days of receiving of month-end statement) when completed, (minus retention money), all as per clause 5 above, and in accordance with the Schedule of Rates and Prices Part C. If the 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.

The rates shall remain firm for a one-year contract period and no further review of basic rates shall be entertained during the contract period.

- ❖ The invoiced amount payable to the Contractor shall be the sum of the changes as set out in the Schedule of Rates and Prices., which shall be determined in accordance with the record, time sheets and such other documents kept by the parties, and which shall be invoiced on completion of the task..

21. Safety precautions and insurance

21.1 Damage to Transnet's Assets and liability

Contract the contractor shall provide the insurance for the following: -

- ◆ Contract Work; (this insurance excludes the old (scrap) material removed)
- ◆ Public Liability;

21.2. Act 85

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E.4E as placed in this Specification must be adhered to.

21.3 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.

- The National Environmental Management Act, 107/1998;
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998.

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 Contractors cost.

TRANSNET LIMITED
(REGISTRATION NO 90/00900/30)

trading as TRANSNET
(hereinafter referred to as TRANSNET)

TENDER NO.

TENDERS ARE INVITED REPAIR OF INTERLOCKING BLOCKS AND RE-LAY KERB BLOCKS AT SIGNAL DEPOT IN KROONSTAD. 02XK005B land NVX3446B

PART B

PROJECT SPECIFICATION

SECTION 1

1. GENERAL

Remove old damaged or loose interlocking blocks, prepare site to relay of block. Lay of interlocking blocks to prepared surface. Lay of kerb blocks to one side of interlocking blocks. Any manhole, valve chamber to be lifted to interlocking level.

- i) Lift of all damaged / loose blocks
- ii) Prepare surface to re-fit old blocks for re-use (22m²)
- iii) Beds lose blocks in concrete.
- iv) Demolish concrete to make way for interlocking blocks(70m²)
- v) Lay of new interlocking Blocks to entrance.(439m²)
- vi) Lay kerb blocks to one side of new section,(43m)

1.1 PPE :

Shall include all overheads such as setting up site and dismantle of site.

1.1.1 Risk & Safety:

Risk assessment was held attached form is attached for your Attention. This form must be used when inspection site to detriment cost of risk and safety for the completion of the job. All Act 85 issues, PPE required doing necessary work and running costs to be able to do the work.

1.2 Standard Specification

In so far as they can be applied, the following specifications shall be regarded as being embodied in this specification.

1.2.2 SANS Specifications (To be obtained by the tenderer)

Where this specification is required for a project the following specifications shall, inter alii, form part of the concrete specification:

- b) SANS 1200 A or SABS 1200 AA, as applicable;
- c) SANS 1200 D or SABS 1200 DA, as applicable;
- d) SANS 1200 DM; (Road sub base)
- e) SANS 1200 G or SABS 1200 GA, as applicable;
- f) SANS 1200 M; (Roads)
- g) SANS 1200 ME.
- h) SANS 1200C (site cleaning)
- i) SANS 1200MH

1.3 To be supplied by the Contractor

The Contractor shall provide all labour, transport, consumable stores, plant, equipment, ppe, tools, services, materials and ingredients of every description required for the carrying out and completion of the Works as per this specification and any further work as may be ordered by the Project Manager/Manager.

1.4 Site meetings

The Contractor shall be called upon to attend meetings on the site to discuss the progress of WORKS with the Transnet representatives.

1.5 Recording of the works:

The Contractor shall keep and maintain accurate records in the site diary of all work so that any disputes can be resolved and that the extent of the required tests on the materials can readily be determined.

1.6 Setting out of the works:

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with the "Guidelines for the provision of Engineering Services in Residential Townships" by The Department of Community Development.

1.7 Keep site tidy:

The Contractor shall keep the site tidy at all times and remove all old material and such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

A permit must be obtained from the Municipalities to transport material on their roads, when required.

THIS (SCHEDULE OF RATES AND PRICES) MUST BE FILLED IN AND ADDED TO THE TOTAL CONTRACT PRICE.

The profit required to do the work shall be to the contractor's consideration and must be allowed for in the entire Schedule of Rates and Prices.

EARTHWORKS

2.0 EARTHWORKS (Refer to SABS 1200 - D Earthworks and below)

2.1. Disposal of soil

All excavated material and other surplus material or backfill shall be carted and disposed of by the contractor to an approved dumping site. (Not on the property of TFR.)

2.1. Excavation generally

The excavation to the base of the lowest layer of imported material shall be done to the cross slopes, net width, etcetera, all as indicated in the site instruction book or drawing (where given). Trench excavation to be in accordance with SABS 1200 -

2.1. Pipes, services and fittings

The contractor shall take special precautions not to damage any water pipes, cables, sewer mains, services or fittings. If any of the aforementioned is damaged, it shall be for the contractors account.

2.1. Compaction of the in-situ

The contractor shall water and compact the upper layer of the in-situ material before placement of any material in the next layer. The in-situ material shall have at least 93% Mod AASHTO density.

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PARTICULAR SPECIFICATIONS

A1 CONSTRUCTION

A1.1 All work to be done strictly according to the specifications

All work shall be done strictly according to the specifications. The Tenderer shall allow for all items that are indicated on the specifications and shall also allow for all items that are reasonably expected to complete the work successfully. The items listed in this Specification are complimentary to the specifications on the plan and listed for clarity.

A1.2 Accommodation of traffic

The Contractor shall so arrange and conduct his operations as to cause the least possible inconvenience to Transnet's vehicles and public traffic. The Project Manager may order the Contractor at any stage to change his programme or position of work for the above reasons. No interruption of any commercial traffic shall be allowed within the Transnet boundary.

During the period of construction of the Works, the Contractor shall be responsible for the safe and easy passage of all traffic and pedestrians, through or over all sections of roads and access to premises, which may be required by law or by the Project Manager. The Contractor shall provide all temporary road signs, flagmen,

PAVING

2 SCOPE OF WORK

This project involves the following work: Dig out the in situ soil where necessary or fill in where necessary to specified levels to storm water drainage point. Provide and lay (6 x 9.6 + 6 x 25m + 9 x 9m M² (439M²)(square metres) of 50mm GI Interlocking class 25 paving blocks. Provide kerb blocks to all sides.

2.1 MATERIALS TO BE USED

2.1.1 Interlock Paving blocks: 50mm thick Class 25 "G" Grey Interlocking blocks. Block to have a chamfer on all edges. Block shall have a compressive strength minimum of 25Mpa.

Test of paving blocks

Eighteen (18) blocks randomly selected by Transnet's Project manager from blocks delivered at site shall be sent to be tested at Simlab in Bloemfontein to see if blocks comply with 25Mpa specification. If any of the blocks test under strength: Individual Minimum 20 Mpa Average

Minimum 25 Mpa all of the blocks on site shall be rejected and shall be replaced by the contractor. The replacement blocks shall be tested again at Simlab and if any of the replacement blocks test under strength: Individual Minimum 20 Mpa Average Minimum 25 Mpa the contract shall be cancel with no payment to the contractor for any expenses.

2.1.1 Contractor will be responsible for the payment of test of blocks.

2.1.2. **Base Course:** Existing material compacted to the satisfaction of the project manager before the bedding sand is laid.

2.1.3. **Bedding Sand:** Can be River Sand free of any solid materials, and must be laid no thicker than 20mm. Sand for bedding shall be free from solids and substances that may be deleterious to blocks.

2.1.4 **Jointing Sand:** Shall have passed a 1,18mm sieve and shall contain 10 – 50% of material that passes a 0,075mm sieve. Must be dry and mixed with 5% cement before sweeping between pavers. Sand shall be free of any solids and fine enough to penetrate joints.

2.1.5 **Kerb blocks:** To be bedded in to 75mm deep x 220 mm wide concrete of 1:3:5, 13 mm stone mix (15 Mpa). These kerb blocks should be jointed and pointed with \pm 8mm mortar joints. Back side of kern blocks to be covered up with soil to slope to existing soil.

TECHNICAL SPECIFICATIONS

3.1. Dig out the in situ soil or fill to with soil removed from high points over whole area. If the soft or unstable areas of the base shall be removed to a depth of 200mm and base shall be compacted and trimmed to within the specified level.

The excess material shall be removed from site, and dump at the allocated place as authorized by the Local Council by the Contractor.

The falls and levels after completion of the work shall comply with the following standards for each area.

3.2. Area 2 330 square meter: Paving blocks to be level and slope 20 mm from centre of road to kerb"s. The road section will be 80mm above exiting ground level.

3.3. Compacted the whole area with a mechanical compact roller to the satisfaction of the Project manager.

3.4. The falls and levels after compaction must comply with the standards set out in the following table.

3.5 Foundation layers

3.5.1 Deviation of top sub base layer from designated level +/- 10mm

3.5.2. Smoothness of top sub base layer measured on a 3m straight line in any direction +/- 10mm

3.5.3. Thickness of 20mm compacted sand bedding layer +/- 10mm

3.5.4 .Spread an evenly 20mm sand bedding layer over Sub base.

3.5.5. Provide Kerb blocks to all sides.

4. Blocks are to be laid in accordance with the Interlock Paving Block manual as supplied by The Concrete Masonry Association.

4.1 Cutting of block is to be done either by means of a mechanical brick saw or sharpened bolster. Care must be maintained to ensure that cut bricks/blocks remain true to line and level.

4.2 Blocks are to be lightly compacted before jointing sand is applied.

4.3 Excess jointing sand shall be swept away and removed.

4.4 Any area showing signs of "sagging" or "kicking" will be re-laid.

4.5 The paving to have a maximum deviation from a 3 m straight edge placed on the block Surface of 15mm, except where vertical curves necessitate a greater deviation. On kerb lines and edge restraints, this deviation is not to exceed 10 mm.

4.6 The finished paving shall be so laid as to create a regular and smooth appearance, with due consideration for the efficient evacuation of storm after. Puddling deeper than 5 mm should not remain longer than minutes after rain has ceased.

4.7 Paving blocks used are to be free of any defects, cracks or breakages. All block with defects, cracks or breakages shall be replaced. A chip is defined as an imperfection of the visible surface of the paving block to a depth greater than 8mm that can be cover by a 25mm diameter disk. A maximum of 2.5% by number of chipped bricks or blocks shall be accepted



4.8 The successful contractor will be responsible to remove all rubble and excess material from site. Site to be left clean and tidy.

SAFETY

Always adhere to Act 85 of 1993 rules and regulations.
Adhere to Safety Regulations of the Local depot.
Wear appropriate clothing provided by Spoornet.
Work according to E7 document.

The contractor and his staff will attend a Safety Induction Program presented by Spoornet before the start of the works.

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TRANSNET LIMITED
 (REGISTRATION NO. 1990/000900/30)
 TRADING AS TRANSNET

TENDERS ARE INVITED REPAIR OF INTERLOCKING BLOCKS AND RE-LAY KERB BLOCKS AT SIGNAL DEPOT
 IN KROONSTAD. 02XK005B land NVX3446B

Part C
SCHEDULE OF RATES AND QUANTITIES

This part **must** be completed in **black-ink** by the contractor and submitted with the Tender Form E4.

The Schedule of Rates hereunder for material and labor for the tender is to be priced, extended and totaled and carried to the tender form.

The cost to the Contract Sum shall be adjusted using the rate given hereunder. Variations to items for which no rates are given shall be priced using the given rates (day rates and % material) as a basis and as agreed.

The contenders are required to insert rates for the following items, extend and total:-

Value Added Tax (VAT) is excluded (price without VAT). However, once priced this must be calculate to give a net total. Then calculate the 14% VAT and add this to give a grand total (inclusive of VAT). The net total (Exclusive of VAT) shall be transferred to the Tender Form E4.

Cost of material for the variation orders:

All work shall be recorded in the daybook (diary) stating all plant, labor and material used on each task. The contractor shall indicate in the block below what percentage of the handling cost of all material used such as transport, storage, profit and overheads (inclusive of VAT). This cost shall be as per Invoice provided after the contractor's discount has been deducted. The price must be fair and reasonable and Spoornet shall reserve the right to adjust the price of the material if it is not aligned to that which is available in the open market. Furthermore, the labor time must be within the norm and TRANSNET reserves this right to change this if deemed to be excessive.

ANNEXURE B

E7/1 (July 1998)

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

(This Specification shall be used in Transnet Contracts)

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CONTENTS

<u>CLAUSE NO'S</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1.	<u>DEFINITIONS</u>	3
	<u>PART A - GENERAL SPECIFICATION</u>	
2.	Authority of officers of Transnet	4
3.	Contractor's representatives	4
4.	Occupations and work permits	4
5.	Speed restrictions and protection	5
6.	Roads on Transnet property	5
7.	Clearances	5
8.	Stacking of material	5
9.	Excavation, shoring, dewatering and drainage	5
10.	Falsework for structures	6
11.	Piling	6
12.	Underground services	6
13.	Blasting	6
14.	Rail trolleys	7
15.	Signal track circuits	7
16.	Penalty for delays to trains	7
	<u>PART B - ADDITIONAL SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE ELECTRICAL EQUIPMENT</u>	
17.	General	8
18.	Work on buildings of fixed structures	8
19.	Work done on or outside of rolling stock, including loading and unloading	8
20.	Use of equipment	9
21.	Carrying and handling material and equipment	9
22.	Precautions to be taken when erecting or removing poles, antennae and trees	10
23.	Use of water	10
24.	Use of construction plant	10
25.	Work performed under dead conditions under cover of a work permit	10
26.	Traction return circuits in rails	11
27.	Blasting	11
28.	High-voltage electrical equipment not maintained and/or operated by Transnet	11
	<u>ANNEXES</u>	
1.	Horizontal clearances 1 065 mm gauge	

2. Vertical clearances 1 065 mm gauge
3. Clearances 610 mm gauge
4. Platform clearances

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1 DEFINITIONS

The following definitions shall apply :

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

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

Bond. A short conductor installed to provide electrical continuity.

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

Dead. Isolated and earthed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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PART A - GENERAL SPECIFICATION

2. AUTHORITY OF OFFICERS OF TRANSNET

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

3. CONTRACTOR'S REPRESENTATIVES

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

4. OCCUPATIONS AND WORK PERMITS

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

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

5. SPEED RESTRICTIONS AND PROTECTION

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

6. ROADS ON TRANSNET PROPERTY

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

7. **CLEARANCES**

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

8. **STACKING OF MATERIAL**

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

9. **EXCAVATION, SHORING, DEWATERING AND DRAINAGE**

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

9.2 The Contractor shall provide at his own cost any shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.

9.3 Where required by the Technical Officer, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed obtained, before the excavation is commenced.

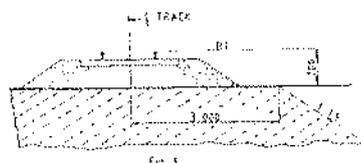
9.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Technical Officer.

9.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.

10. **FALSEWORK FOR STRUCTURES**

10.1 Drawings of falsework for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Technical Officer and his permission to proceed obtained before the falsework is erected. Each drawing shall be given a title and a distinguishing number and shall be signed by a registered professional engineer certifying that he has checked the design of the falsework and that the drawings are correct and in accordance with the design.

10.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Technical Officer a certificate signed by a registered professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Technical Officer to proceed, the Contractor shall be entirely responsible for the safety and



adequacy of the falsework.

11. **PILING**

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

12. **UNDERGROUND SERVICES**

12.1 No pegs or stakes shall be driven or any excavation made before the Contractor has established that there are no underground services, which may be damaged thereby.

12.2 Any damage shall be reported immediately to the Technical Officer, or to the official in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.

13. **BLASTING**

13.1 The provisions of clause 23 of the E.5, General Conditions of Contract or clause 21 of the E.5 (MW), General Conditions of Contract for Maintenance Work shall apply to all blasting operations undertaken in terms of the Contract.

13.2 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).

13.3 Blasting within 500m of a railway line will only be permitted during intervals between trains. A person appointed by the Technical Officer, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station. Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly regarding the time during which blasting may take place.

13.4 The flagmen described in 13.3, where provided by Transnet, are for the protection of trains and Transnet property only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.

13.5 The person described in 13.3 will record in a book provided and retained by Transnet the dates and times -

- (i) when each request is made by him to the controlling station for permission to blast;
- (ii) when blasting may take place;
- (iii) when blasting actually takes place; and
- (iv) when he advises the controlling station that the line is safe for the passage of trains.

13.6 Before each blast the Contractor shall record in the same book, the details of the blast to be carried out. The person appointed by the Technical Officer and the person who will do the

blasting shall both sign the book whenever an entry described in 13.5 is made.

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

14. **RAIL TROLLEYS**

14.1 The use of rail trolleys or trestle trolleys on a railway line for working on high voltage equipment will be permitted only if approved by the Technical Officer and under the conditions stipulated by him.

14.2 All costs in connection with such trolley working requested by the Contractor shall, unless otherwise agreed, be borne by the Contractor, excluding the costs of any train protection services normally provided free of charge by Transnet.

15. **SIGNAL TRACK CIRCUITS**

15.1 Where signal track circuits are installed, the Contractor shall ensure that no material capable of conducting an electrical current makes contact between rails of a railway line/lines.

15.2 No signal connections on track-circuited tracks shall be severed without the Technical Officer's knowledge and consent.

16. **PENALTY FOR DELAYS TO TRAINS**

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

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

17. **GENERAL**

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

18. **WORK ON BUILDINGS OR FIXED STRUCTURES**

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

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

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

19. **WORK DONE ON OR OUTSIDE OF ROLLING STOCK, INCLUDING LOADING OR UNLOADING**

19.1 No person shall stand, climb or work whilst on any platform, surface or foothold higher than the normal unrestricted places of access, namely -

- (i) the floor level of trucks;
- (ii) external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and
- (iii) walkways between coaches and locomotives.

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

19.2 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.

19.3 The handling of long lengths of material such as metal pipes, reinforcing bars, etc should be avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.

19.4 The Responsible Representative shall warn all persons under his control of the danger of being near live high-voltage equipment, and shall ensure that the warning is fully understood.

19.5 Where the conditions in 19.1 to 19.3 cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable Safety measures to be taken. The Electrical Officer (Contracts) may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by Transnet and at its costs, as an Authorised Person to work closer than 3 metres from live overhead conductors and under such conditions as may be imposed by the Senior responsible Electrical Engineer in Transnet.

20. **USE OF EQUIPMENT**

20.1 Measuring Tapes and Devices

20.1.1 Measuring tapes may be used near live high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the live equipment.

20.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the live high-voltage equipment.

- 20.1.3 Special measuring devices longer than 2 metres such as survey staves and rods may be used if these are of non-conducting material and approved by the responsible Electrical Engineer in Transnet, but these devices must not be used within 3 metres of live high-voltage equipment in rainy or wet conditions.
- 20.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in 20.1.1 to 20.1.3 are required.
- 20.1.5 The restrictions described in 20.1.1 to 20.1.3 do not apply on a bridge deck between permanent parapets nor in other situations where a barrier effectively prevents contact with the live high-voltage equipment.

20.2 Portable Ladders

- 20.2.1 Any type of portable ladder longer than 2 metres may only be used near live high-voltage equipment under the direct supervision of the Responsible Representative. He shall ensure that the ladder is always used in such a manner that the distance from the base of the ladder to any live high-voltage equipment is greater than the fully extended length of the ladder plus 3 metres. Where these conditions cannot be observed, the Electrical Officer (Contracts) shall be advised, and he will arrange for suitable safety measures to be taken.

21. CARRYING AND HANDLING MATERIAL AND EQUIPMENT

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

22. PRECAUTIONS TO BE TAKEN WHEN ERECTING OR REMOVING POLES, ANTENNAE, TREES ETC.

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

- (ii) If the distance described in (i) is less than the length of the pole plus 3 metres, the Electrical Officer (Contracts) shall be consulted to arrange for an Authorised Person to supervise the work and to ensure that the pole is earthed where possible. The pole shall be kept in contact with the point of erection, and adequate precautions shall be taken to prevent contact with live high-voltage equipment.

22.2 The cost of supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.

22.3 The provisions of clauses 22.1 and 22.2 shall also apply to the erection or removal of columns, antennae, trees, posts, etc.

23. **USE OF WATER**

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

24. **USE OF CONSTRUCTION PLANT**

24.1 "Construction plant" entails all types of plant including cranes, piling frames, boring machines, excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.

24.2 When work is being undertaken in such a position that it is possible for construction plant or its load to come within 3 metres of live high-voltage equipment, the Electrical Officer (Contracts) shall be consulted. He will arrange for an Authorised Person to supervise the work and to ensure that the plant is adequately earthed. The Electrical Officer (Contracts) will decide whether further safety measures are necessary.

24.3 The cost of any supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.

24.4 When loads are handled by cranes, non-metallic rope hand lines shall be used, affixed to such loads so as to prevent their swinging and coming within 3 metres of live high-voltage equipment.

24.5 Clauses 24.1 to 24.4 shall apply mutatis mutandis to the use of maintenance machines of any nature.

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

25.1 If the Responsible Representative finds that the work cannot be done in safety with the high-voltage electrical equipment live, he shall consult the Electrical Officer (Contracts) who will decide on the action to be taken.

25.2 If a work permit is issued the Responsible Representative shall -

- (i) before commencement of work ensure that the limits within which work may be carried out

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

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

26. **TRACTION RETURN CIRCUITS IN RAILS**

26.1 DANGEROUS CONDITIONS CAN BE CREATED BY REMOVING OR SEVERING ANY BOND.

26.2 Broken rails with an air gap between the ends, and joints, at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by Transnet personnel.

26.3 The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Technical Officer at least 7 days written notice when removal of such bonds is necessary.

26.4 No work on the track which involves interference with the traction return rail circuit either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return circuit before permitting the work to be commenced.

27. **BLASTING**

27.1 The Contractor shall obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 14 days notice of his intention to blast.

27.2 No blasting shall be done in the vicinity of electrified lines unless a member of Transnet's electrical personnel is present.

27.3 The terms of clause 13 hereof shall be strictly adhered to.

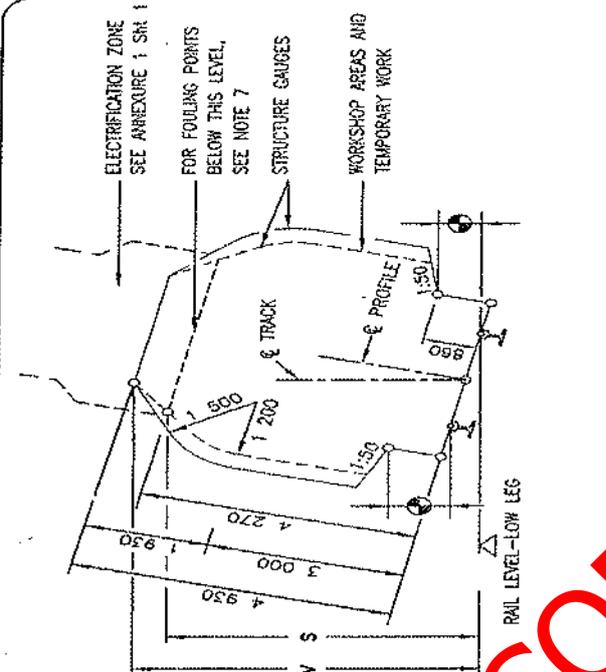
28. HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY TRANSNET

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

Such equipment includes: -

- (i) Eskom and municipal equipment;
- (ii) the Contractor's own power supplies; and
- (iii) electrical equipment being installed but not yet taken over from the Contractor.

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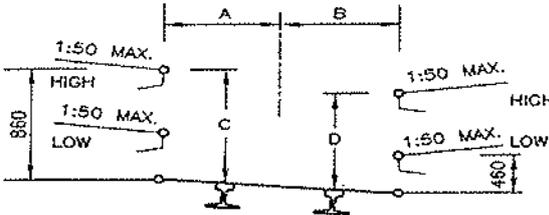
LOCATION	ELECTRIFIED (PRESENT OR FUTURE)	
	NOT ELECTRIFIED	33kV & 25kV 50kV
RADIUS (mm)	S (mm)	V (mm)
1 000	4 470	5 050
1 500	4 410	5 020
2 000	4 370	5 000
>3 000	4 270	4 930
* OVER OR NEAR POINTS AND CROSSING IF REQUIRED BY ELECTRICAL IRRESPECTIVE OF RADIUS		
	5 650	6 100

REMARKS:

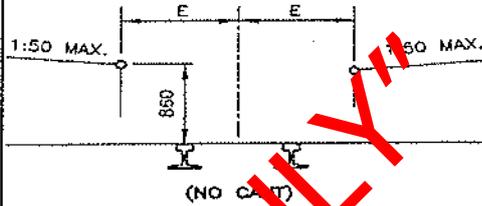
- V IS THE REQUIRED VERTICAL CLEARANCE EXCEPT WHERE REDUCED CLEARANCE S APPLIES.
- S IS THE MINIMUM VERTICAL CLEARANCE FOR STRUCTURES AND TEMPORARY WORK OVER NON-ELECTRIFIED LINES.
- INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
- FOR APPLICATION AT CURVES
 - APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 3m BEYOND THE ENDS OF THE CIRCULAR CURVE.
 - REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 10m IN ALL DIRECTIONS.
- NEW STRUCTURES: SEE BRIDGE CODE.
- TUNNELS: SEE DRAWING BE 82-35.
- FOULING POINTS: SEE CLAUSE 8.1.
- CLEARANCES ARE BASED ON 15m BOGIE CENTRES AND 21.2m VEHICLE BODY LENGTH.
- SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.

PLATFORMS : TRACK GAUGE 1 065mm

PASSENGERS



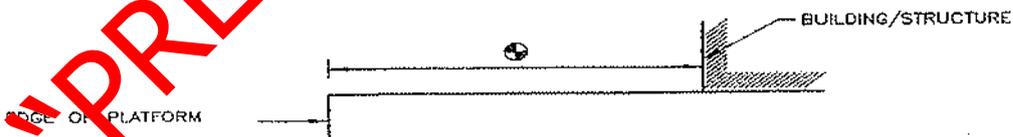
GOODS

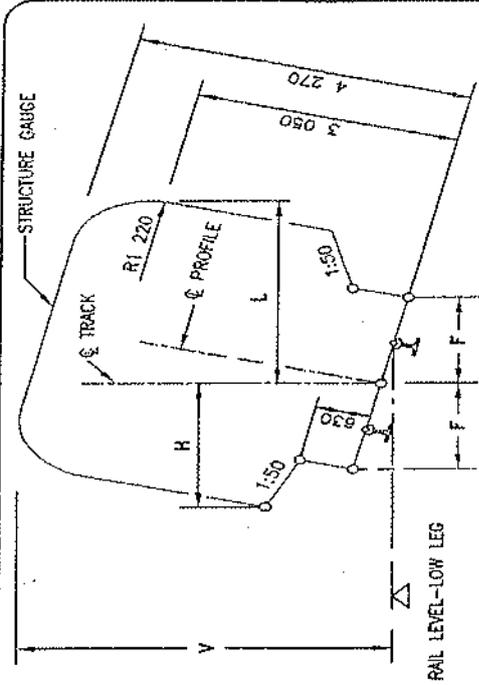


RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 760
140	1 580	1 700	890	810	1 720
170	1 550	1 660	890	810	1 690
200	1 530	1 630	890	820	1 670
250	1 520	1 600	890	820	1 640
300	1 520	1 580	890	820	1 620
350	1 520	1 560	880	830	1 600
400	1 520	1 550	880	840	1 590
500	1 520	1 540	880	850	1 580
600	1 520	1 530	880	850	1 570
800	1 520	1 520	860	860	1 560
1 200	1 520	1 520	860	860	1 550
2 000	1 520	1 520	860	860	1 540
3 000	1 520	1 520	860	860	1 530
STRAIGHT	1 520	1 520	860	860	1 520

- REMARKS:
- NO CANT TO BE APPLIED EXCEPT WHEN THE GOODS PLATFORM IS ON A RUNNING LINE.
 - INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
 - 8m TO MAIN STATION-BUILDINGS AND 3m TO ALL OTHER STRUCTURES.
 - TOLERANCES : SEE CLAUSE 8.0.10.

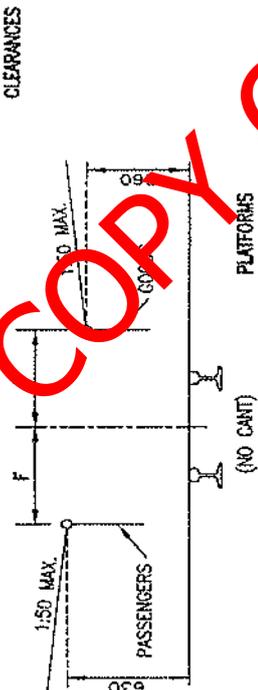
STRUCTURES ON PLATFORMS : 1 065mm AND 610mm TRACK GAUGE





RADIUS (m)	F (mm)
50	1 550
60	1 510
80	1 460
100	1 430
120	1 410
140	1 390
170	1 380
200	1 370
250	1 360
300	1 359
600	1 330
1 000	1 320
>2 000	1 320
STRAIGHT	1 310

RADIUS (m)	WITH CANT		NO CANT	
	H (mm)	L (mm)	H & L (mm)	V (mm)
50	2 370	2 490	2 400	4 320
70	2 310	2 420	2 330	4 310
100	2 260	2 370	2 280	4 310
140	2 220	2 330	2 250	4 310
200	2 200	2 300	2 220	4 300
300	2 190	2 270	2 200	4 300
500	2 180	2 250	2 190	4 290
700	2 170	2 200	2 180	4 270
1 000	2 170	2 170	2 170	4 270
>2 000	2 150	2 160	2 150	4 270



REMARKS:

- H IS THE MINIMUM HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
- L IS THE MINIMUM HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
- V IS THE MINIMUM VERTICAL CLEARANCE.
- FOR APPLICATION AT CURVES:
 - 1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 2m BEYOND THE ENDS OF THE CURVE.
 - 2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - 3 FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 18m ALONG STRAIGHT.
- INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
- ALSO REFER TO REMARKS 5, 6 AND 7 OF ANNEXURE 1 SHEET 2.
- CLEARANCES ARE BASED ON 9 700mm BOGIE CENTRES AND 13 700mm VEHICLE BODY LENGTH.
- SEE ANNEXURE 1 SHEET 3 FOR STRUCTURES ON PLATFORMS.

ANNEXURE C

TRANSNET SOC LIMITED

(Registration no. 1990/000900//30)

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

1. General

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

2. Definitions

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

- 2.4 **"contractor"** means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.
- 2.5 **"fall protection plan"** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 **"health and safety file"** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **"Health and Safety Plan "** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **"Risk Assessment"** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **"the Act"** means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

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

4. Special Permits

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

5. Health and Safety Programme

5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -

- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
- (iii) ensuring, as far as is reasonably practical, in terms of section 17 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 Assessment 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 document 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 : _____