



freight rail

Transnet Freight Rail a Division of Transnet SOC Ltd. (Reg. No. 1990/000900/30), invites all interested parties to respond to a request for quotation (RFQ) as indicated below:

All tenders should be submitted on the appropriate tender forms in a sealed envelope. The envelope must indicate the RFQ number, full description and closing date and should be deposited in the tender box before 10h00 on the closing date of the tender/s.

If delivered by hand, the Tender submissions must be addressed to Supply Chain Services, Admin Support, Tender Box, Office No. 2, Real Estate Management Building, Austen Street, Beaconsfield, Kimberley.

ISSUE OF DOCUMENTS - RFQ document will only be available from **07 May 2015** until **07 May 2015 [13:00]** at Transnet Freight Rail, Supply Chain Services, Office No. 2, Real Estate Management Building, Austen Street, Beaconsfield, Kimberley. **Please note that RFQ document can be e-mailed or physically collected on request / arrangement prior to cut off time from Ms. Leonie Visagie.**

Tenders can be viewed on the website (<http://www.transnetfreightrail.tfn.net/Supplier/Page.aspx>)

***Tenderers are advised to confirm their attendance beforehand with Leonie Visagie Tel: 053 838 3119 or E-mail: Leonie.Visagie@transnet.net respectively.**

RFQ NUMBER	KBY/53585
SCOPE OF WORK	Cleaning of culverts on an as and when required basis for a period of twelve (12) months.
REQUIRED AT	Hotazel-Kamfersdam, Transcape-Beaconsfield and Hamilton-Beaconsfield
BRIEFING DATE	A <u>COMPULSORY</u> INFORMATION MEETING WILL BE HELD AT: Real Estate Management Building, Ground Floor Boardroom, Austen Street, Beaconsfield, Kimberley <u>DATE: 07/05/2015 at 14:00</u> (Companies not attending the compulsory tender briefing / site meeting will be overlooked during the award process.)
TENDER FEE	NO CHARGE
COMPULSORY	
CLOSING DATE	Tuesday, 19 May 2015 at Kimberley
CLOSING TIME	10:00
For technical queries contact:	Mr. B.G. Makhanya (Godfred), Tel: 053-838 3137 / 060 560 3281 OR Mr. Kagiso Mampe, Tel: 053-838 3310 / 083 687 5108
	Ref. CW

Transnet Freight Rail urges Clients & Suppliers to report fraud/corruption at Transnet to TIPOFFS ANONYMOUS: 0800 003 056

TRANSNET



freight rail

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

**REQUEST FOR
QUOTATION
KBY/53585**

**AS AND WHEN CLEANING OF CULVERTS ON THE
HOTAZEL – KAMFERSDAM, TRANSCAPE – BEACONSFIELD
AND HAMILTON – BEACONSFIELD SECTIONS**

Supply Chain Services
TRANSNET FREIGHT RAIL
Austen Street
KIMBERLEY
8301



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No BFX/53585

**FOR THE CLEANING OF CULVERTS ON AN AS AND WHEN REQUIRED BASIS ON
THE HOTAZEL – KAMFERSDAM, TRANSCAPE
BEACONSFIELD AND HAMILTON – BEACONSFIELD
SECTIONS FOR A PERIOD OF TWELVE MONTHS**

FOR DELIVERY TO: RAIL NETWORK KIMBERLEY SOUTH

ISSUE DATE: 29 APRIL 2015

CLOSING DATE: 19 MAY 2015

CLOSING TIME: 10:00

Section 1 NOTICE TO BIDDERS

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

METHOD: TENDER BOX
CLOSING VENUE: THE TENDER BOX, ROOM 1, SUPPLY CHAIN SERVICES OFFICE, REAL ESTATE
MANAGER'S BUILDING AUSTEN STREET, BEACONSFIELD, KIMBERLEY, 8315

1 Responses to RFQ

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

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

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

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

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

3 Communication

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

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

Name: CHRISTOPHER WILLIAMS Email: CHRISTOPHER.WILLIAMS@TRANSNET.NET
Telephone: 053 838 3477

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Telephone 011 308 3528 Email: TAC.SECRETARIAT@transnet.net

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Prices Subject to Confirmation

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

8 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.

9 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 or an alternative bid;
- 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 should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ;
- or
- make no award at all.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

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

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

10 Specification/Scope of Work

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS : 0800 003 056

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~~FOR THE CLEANING OF CULVERTS ON AN AS AND WHEN REQUIRED BASIS ON THE HOTAZEL – KAMFERSDAM,
TRANSCAPE BEACONSFIELD AND HAMILTON – BEACONSFIELD SECTIONS FOR A
PERIOD OF TWELVE MONTHS~~

**FOR THE FOR THE CLEANING OF CULVERTS ON AN AS AND WHEN REQUIRED
BASIS ON THE HOTAZEL – KAMFERSDAM, TRANSCAPE
BEACONSFIELD AND HAMILTON – BEACONSFIELD
SECTIONS FOR A PERIOD OF TWELVE MONTHS**

ISSUE DATE: 29 APRIL 2015
CLOSING DATE: 19 MAY 2015
CLOSING TIME: 10:00
**CLOSING VENUE: THE TENDER BOX, ROOM 1 SUPPLY CHAIN SERVICES
OFFICE, REAL ESTATE MANAGER'S BUILDING AUSTEN
STREET, BEACONSFIELD, KIMBERLEY, 8315**

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FOR THE CLEANING OF CULVERTS ON AN AS AND WHEN REQUIRED BASIS ON THE HOTAZEL – KAMFERSDAM, TRANSCAPE BEACONSFIELD AND HAMILTON – BEACONSFIELD SECTIONS FOR A PERIOD OF TWELVE MONTHS

**SECTION 2
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

1 EVALUATION CRITERIA

2 TRANSNET WILL UTILISE THE FOLLOWING CRITERIA [NOT NECESSARILY IN THIS ORDER] IN CHOOSING A SUPPLIER/SERVICE PROVIDER, IF SO REQUIRED:

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
Final weighted evaluation base on 80/20 preference point	Pricing and price basis [firm] B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

3 Validity Period

Transnet desires a validity period of 90 [NINETY] Business Days from the closing date of this RFQ. This RFQ is valid until _____.

4 Disclosure of Prices Quoted

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

YES NO

5 Returnable Documents

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

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

6

Respondent's Signature

Date & Company Stamp

~~FOR THE CLEANING OF CULVERTS ON AN AS AND WHEN REQUIRED BASIS ON THE HOTAZEL – KAMFERSDAM, TRANSCAPE BEACONSFIELD AND HAMILTON – BEACONSFIELD SECTIONS FOR A PERIOD OF TWELVE MONTHS~~

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

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

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
Risk and Safety plan	
List of contactable references of previously successfully completed works	

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

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	
- Letter of Good Standing from the Department of Labour	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such

~~FOR THE CLEANING OF CULVERTS ON AN AS AND WHEN REQUIRED BASIS ON THE HOTAZEL – KAMFERSDAM,
TRANSCAPE BEACONSFIELD AND HAMILTON – BEACONSFIELD SECTIONS FOR A
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Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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~~FOR THE CLEANING OF CULVERTS ON AN AS AND WHEN REQUIRED BASIS ON THE HOTAZEL – KAMFERSDAM, TRANSCAPE BEACONSFIELD AND HAMILTON – BEACONSFIELD SECTIONS FOR A PERIOD OF TWELVE MONTHS~~

SECTION 3 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 RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; 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 to 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 I may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

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

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

Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- 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.

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.

By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an

Summary of the Quantities

	Units	Quantity	Rate
Item	Each	1	
Cleaning of Box culverts	m ²	1	
Cleaning of Pipe culverts	m ²	1	
Transport	IM	1	
Accommodation	Day	1	
Total			

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allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise:

1. Specifications and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet’s website or upon request:
 - 2.1. General Bid Conditions;
 - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 2.3. Supplier Integrity Pact;
 - 2.4. Non-disclosure Agreement; and
 - 2.5. Vendor Application Form and all supporting documents (first time vendor only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

FOR THE CLEANING OF CULVERTS ON AN AS AND WHEN REQUIRED BASIS ON THE HOTAZEL - KAMFERSDAM, TRANSCAPE BEACONSFIELD AND HAMILTON - BEACONSFIELD SECTIONS FOR A PERIOD OF TWELVE MONTHS

SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ to hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

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~~FOR THE CLEANING OF CULVERTS ON AN AS AND WHEN REQUIRED BASIS ON THE HOTAZEL - KAMFERSDAM, TRANSCAPE BEACONSFIELD AND HAMILTON - BEACONSFIELD SECTIONS FOR A PERIOD OF TWELVE MONTHS~~

Indicate nature of relationship with Transnet:

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

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BREACH OF LAW

10. We further hereby certify that *I/we have/have not been* [delete as applicable] 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. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this ____ day of _____

20__

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC

FOR THE CLEANING OF CULVERTS ON AN AS AND WHEN REQUIRED BASIS ON THE HOTAZEL - KAMFERSDAM,
TRANSCAPE BEACONSFIELD AND HAMILTON - BEACONSFIELD SECTIONS FOR A
PERIOD OF TWELVE MONTHS

Place:	Registration Name of Company/CC _____

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

CONTRACT NO. _____

**KIMBERLEY NORTH CLEANING OF CULVERTS AS AND WHEN
(HOTAZEL-KAMFERSDAM, TRANSCAPE-BEACONSFIELDS AND HAMILTON-
BEACONSFIELD)**

**SPECIAL CONDITIONS OF CONTRACT AND
SPECIFICATIONS**

PART A – GENERAL

PART B – PROJECT SPECIFICATIONS: TECHNICAL

PART C – SAFETY

PART D – SCHEDULE OF QUANTITIES AND PRICES

INFRASTRUCTURE MAINTENANCE
KIMBERLEY NORTH DEPOT

KIMBERLEY NORTH CLEANING OF CULVERTS AS AND WHEN
**(HOTAZEL-KAMFERSDAM, TRANSCAPE-BEACONSFIELDS AND HAMILTON-
BEACONSFIELD)**

Part A: GENERAL

A.1 NOTICE

The work will be done mainly by hands, and tenders are requested to provide all the necessary equipment and material needed to complete the works as per Specification and the Schedule of Quantities and Prices. **NOTE All items not in the schedule of prices must be included in the tender price. The Accommodation will only be applicable where working areas are more than 1.5 hour's drive away from the Depot.**

The contract will only be awarded to a tenderer who has experience in the field of Civil Engineering work.

A.2 DURATION OF AND VALUE OF CONTRACT

The contractor shall be required to complete the works and have it approved in the period of 12 Months (April 2015/March 2016). This period shall be inclusive of weekends, and public holidays.

Failing to complete of the works within the period as stipulated above or with any shorter period offered by the contenders and accepted by Transnet Freight Rail, the contractor shall pay to Transnet Freight Rail a penalty R2000.00 of the contract amount for every day or part thereof during which the works remain incomplete.

Working hours for the contractor will be from 7:00 till 16:00 on weekdays.

Work will start immediately after all relevant documentation has been finalized.

A.3 TO BE SUPPLIED BY TRANSNET FREIGHT RAIL

The T/O will provide the contractor with a Site Access Certificate and keys for access to service road, technical supervision and inspections.

A.4 TO BE SUPPLIED BY THE CONTRACTOR

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

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

Under no circumstances will Transnet provide accommodation facilities or sites for workers in the section.

The contractor is also responsible to provide a suitable vehicle for the safe transport of workers to and from the work site.

A.5 STANDARDS OF WORKMANSHIP

All the work must be carried out in accordance with the specifications of the contract.

A.10 SITE MEETINGS

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

A.11 SITE BOOKS

The Contractor shall provide three 100 leaf Triplicate Books (Croxley JD222 or similar) to use as a Site Instruction Book, Site Diary and Site Calculation Book and a copy of the Safety File at the site as directed by the Technical Officer (T/O) for the duration of the contract. These books must be kept safe and clean on site.

The **Site Instruction Book** shall only be used by the T/O or his/her deputy and will be used for the issuing of instructions to the Contractor.

The Contractor shall complete the **Site Diary** and a detailed description of the work done shall be recorded on a daily basis. The attendance register of contract workers is also to be written in the Site Diary as also his daily Safety Talk.

Neither of the books shall be removed from the site without the permission of the T/O or his/her deputy.

The **Site Calculation Book** shall be used to keep records of all material coming in and out of site.

After completion of the works and before all the payments have been finalized, these site books and the Safety File must be handed over to the Technical Officer and these then become the property of Transnet.

A.12 TO BE SUBMITTED WITH THE TENDER

The following items must be submitted with the tender and will form part of tender pre-qualification criteria:

- CV or profiles describing the previous related work experience and valid references for those projects.
- E4D document or similar document describing the availability of plant, equipment and materials necessary for successful completion of the project.
- Letter of good standing, company's approved SHEQ policy statement and previous safety performance records.
- Proof of competency training for all machinery, plant and equipment operators.

A.13 EMERGENCIES AND REACTION TIME

The contractor must respond within 24 hours after receiving instruction (work order).
If it is an emergency work

PART B: PROJECT SPECIFICATIONS

B.1 SCOPE OF WORK

All of the work will be performed by the Contractor on Transnet Freight Rail property under the control of the Depot Engineer, Kimberley North, Infrastructure Maintenance, Beaconsfield,

**THE SITE IS LOCATED BETWEEN HOTAZEL-KAMFERSDAM, TRANSCAPE-
BEACONSFIELDS AND HAMILTON-BEACONSFIELD**

B.2 DESCRIPTION OF WORK

This contract makes provision for the cleaning of storm water drainage culverts that are located within the geographical areas controlled by the Depot Engineer, Infrastructure Kimberley North. Work should be done by means of manual removal of vegetation, soil deposits, and other wastes within the culverts as indicated in the drawings.

The storm water culverts consist of either pipe culverts with a diameter that ranges from Ø200mm to 1000mm or box culverts with a width/breadth/span that ranges from 350mm to 6000mm

The Contractor must be familiar with the procedures and techniques of civil maintenance works of this type and to comply with the required standards. The culverts are to be cleaned in such a way as to permit the free-flow of water through the culverts to their maximum capacity the windrow on the other side of the fence to be levelled to allow water to flow into the culvert, the trees and the grass to be removed as well. Gradients must be in such a way that allows water to flow free without it (the water) damming inside the culvert. For Kimberley north depot there are 717 culverts

The tenderer must provide in his tender a method statement that clearly indicates the methods he is going to use in cleaning of culverts - special tools or equipment must be specified, the sleepers obstructing the water to flow into the culverts to be removed and place them as the temporary head wall.

B.3 TO BE SUPPLIED BY TRANSNET FREIGHT RAIL

The T/O will provide the contractor with a Site Access Certificate and keys for access to service road, technical supervision and inspections.

The sleepers that will be planted as the kilometre point will be supplied by Transnet freight Rail and the ballast spoil along our line will be used to mix concrete on site to plant the sleepers.

B.4 TO BE SUPPLIED BY THE CONTRACTOR

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

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

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

The contractor is also responsible to provide a suitable vehicle for the safe transport of workers to and from the work site.

B.5 PROGRAMME OF WORK

The contractor will be required to provide a detailed works program indicating when and where the work is to be done before commencing with the work.

The Contractor shall not depart from the works program without the approval of the Technical Officer or his/her Deputy.

All departures from the original works program work must be recorded in the Site Instruction Book by the Technical Officer or his/her Deputy

All work will be approved by the T/O before payment is affected.

PART C: SAFETY

C.1 RISK ASSESSMENT

Prior to the start of the contract the contractor is required to do a risk assessment of each task and to provide a safety plan to address these risks. The safety file should be submitted prior to work and no site access certificate will be given to the contractor before that.

The Contractor's **Health and Safety Plan** must make provision for the following risks.

- a. Working adjacent to passing trains.
- b. Transporting of material and workers to and from work site.
- c. Loading and off-loading of both new and old material.
- d. Uneven surfaces.
- e. Working with digging tools.
- f. Working with heavy materials i.e. concrete sleepers.
- g. Veld fires.
- h. Transport of injured workers from work site to nearest hospital.

C.2 SAFETY PLAN AND FILE

The safety plan forms part of the contractors Safety file is to be submitted to and approved by the TO before any he will issues the Site Access certificate.

Contractor shall provide a supervisor on site who is familiar with the contents of safety file and will be responsible for conducting risk assessments on regular basis.

C. 3 NOTIFICATION OF CONSTRUCTION WORK

According to Regulation 4 of the Construction Regulations, 2014, the contractor will be required to complete and submit a "NOTIFICATION OF CONSTRUCTION WORK" to the office of the Department of Labour prior to commencement of work on site.

C.4 PERSONAL PROTECTIVE EQUIPMENT

The contractor is to provide personal protection equipment (PPE) in relation to the risk and type of work to be executed.

All workers on this contract shall be required to wear reflective green vests at all times whilst on site. (To be supplied by the Contractor).

C.5 SAFETY TALKS

Before the contractor may start any work, he and his entire team will be required to attend a compulsory Safety Talk given by a designated Transnet Safety representative.

The contractor or his supervisor will be responsible to hold a Safety Talk every morning before work commences (which is recorded in the Site Diary).

The contractor or his supervisor will be responsible to phone TFR Central Traffic Control (CTC) on a daily basis before work commences to inform them of the kilometre points where they will be working on that day.

Tel: 053 838 2376, 053 838 2217 or 053 838 2215

C.6 FIRST AID KIT AND FIRE FIGHTING EQUIPMENT

The contractor must have available a suitable First Aid Kit and fire fighting equipment on site at all times. The persons to administer first aid and fire fighting must be qualified and competent.

C.7 SAFE WORKING DISTANCE:

No work is to be done within a 3m distance of the railway line without the presence of a trained flagman.

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

audible warning device to timeously warn all people on the work site of approaching rail traffic.

All workers shall work as a team in one area in the Transnet reserve.

C.8 COMMUNICATION

The contractor shall provide a cell phone, in good working order and with sufficient airtime, to his team leader to be available on site at all times.

C.9 EQUIPMENT

Where necessary machinery is used the Operator must have a relative certification to operate the required machine and a register of the equipment.

C.10 VELD FIRES

Under no circumstances may the Contractor or his/her employees make fires within the Transnet reserve. Any fires that may occur should be distinguished immediately at own costs. The contractor will be liable for any damages caused by fires made by staff on site.

Under no circumstance may the Contractor or his employer collect wood within the Transnet reserve or on the adjacent farms.

C.11 SUBSTANCE ABUSE

All workers and contractor's representative will be required to be tested for alcohol abuse twice daily, once before the shift starts and again when the shift ends.

The contractor will be responsible daily alcohol abuse testing and the keeping of these records.

To comply with this requirement it will be required that the contractor provides a suitable "Alcoblow" or similar type of Alcohol Testing equipment. Members of the contractor's teams will have to be trained and certified in the use of the equipment.

Any people testing positive to being under the influence of alcohol will not be allowed on TFR sites.



PART D: SCHEDULE OF QUANTITIES AND PRICES

LIST OF THE CULVERTS

DRAWINGS

"PREVIEW COPY ONLY"

Schedule of Quantities - Cleaning of Culverts Kimberley North depot AS and when 2015/16

TRANSNET



Freight rail

Station	Item	km distance on track	Width of Span	Total Area (m ²)	Type	Quantity
KAMFERSDAM - MID	1	0.768	1	9.9	Pipe	1
KAMFERSDAM - MID	2	1.817	3	181.17	Box	1
KAMFERSDAM - MID	3	2.101	1	13.42	Box	1
KAMFERSDAM - MID	4	2.501	2	120.78	Box	1
KAMFERSDAM - MID	5	3.304	3	181.17	Pipe	1
KAMFERSDAM - MID	6	3.446	3	181.17	Pipe	1
KAMFERSDAM - MID	7	3.727	3	244.2	Box	1
KAMFERSDAM - MID	8	4.731	1	53.24	Box	1
KAMFERSDAM - MID	9	6.111	1	93.72	Box	1
KAMFERSDAM - MID	10	6.86	1	38.28	Box	1
MID - FIELDSVIEW	11	12.529	1	59.4	Box	1
MID - FIELDSVIEW	12	15.539	1	39.6	Box	1
BARKLY WEST-GONG-GONG	13	35.011	1	44	Box	1
BARKLY WEST-GONG-GONG	14	35.499	1	59.4	Box	1
BARKLY WEST-GONG-GONG	15	35.795	1	59.4	Box	1
BARKLY WEST-GONG-GONG	16	36.144	1	33.44	Box	1
BARKLY WEST-GONG-GONG	17	36.297	1	40.04	Box	1
BARKLY WEST-GONG-GONG	18	36.93	1	40.04	Box	1
BARKLY WEST-GONG-GONG	19	37.151	1	59.4	Pipe	1
BARKLY WEST-GONG-GONG	20	37.312	1	60.39	Box	1
BARKLY WEST-GONG-GONG	21	37.754	1	62.7	Pipe	1
BARKLY WEST-GONG-GONG	22	38.008	1	44	Box	1
BARKLY WEST-GONG-GONG	23	38.453	1	60.39	Box	1
BARKLY WEST-GONG-GONG	24	38.678	2	118.8	Box	1
BARKLY WEST-GONG-GONG	25	39.662	1	36.3	Box	1
BARKLY WEST-GONG-GONG	26	40.469	1	100.54	Box	1
BARKLY WEST-GONG-GONG	27	41.591	2	80.52	Box	1
BARKLY WEST-GONG-GONG	28	42.297	1	40.04	Box	1
BARKLY WEST-GONG-GONG	29	42.923	1	40.7	Box	1
BARKLY WEST-GONG-GONG	30	42.933	1	40.7	Box	1
BORRELSKOP - ULCO	31	61.782	1	16.5	Box	1
BORRELSKOP - ULCO	32	61.973	1	17.6	Box	1
BORRELSKOP - ULCO	33	62.49	1	19.8	Box	1
BORRELSKOP - ULCO	34	64.38	1	13.2	Box	1
BORRELSKOP - ULCO	35	64.509	1	13.2	Box	1
BORRELSKOP - ULCO	36	64.576	1	13.2	Box	1
BORRELSKOP - ULCO	37	64.738	1	58.3	Box	1
BORRELSKOP - ULCO	38	64.735	1	58.3	Box	1
BORRELSKOP - ULCO	39	67.033	1	13.2	Box	1
BARKLY WEST - GONG-GONG	40	43.449	1	17.6	Box	1
BARKLY WEST - GONG-GONG	41	43.458	1	61.6	Box	1
BARKLY WEST - GONG-GONG	42	44.026	1	6.6	Box	1
BARKLY WEST - GONG-GONG	43	44.267	1	38.94	Box	1
BARKLY WEST - GONG-GONG	44	44.687	1	39.16	Box	1
BARKLY WEST - GONG-GONG	45	45.365	1	11	Box	1
BARKLY WEST - GONG-GONG	46	45.576	1	101.2	Box	1
BARKLY WEST - GONG-GONG	47	46.596	3	182.82	Box	1
FIELDSVIEW-WEIR	48	26.967	2	180.4	Box	1
FIELDSVIEW-WEIR	49	27.34	2	176	Box	1
FIELDSVIEW-WEIR	50	27.795	1	13.42	Box	1
FIELDSVIEW-WEIR	51	28.717	1	62.7	Box	1
GONG-GONG - WINTER'S RUSH	52	47.894	1	41.14	Pipe	1
GONG-GONG - WINTER'S RUSH	53	48.591	2	121.88	Pipe	1
GONG-GONG - WINTER'S RUSH	54	49.107	1	60.94	Pipe	1
GONG-GONG - WINTER'S RUSH	55	49.329	2	26.4	Box	1
GONG-GONG - WINTER'S RUSH	56	49.61	1	19.8	Box	1
GONG-GONG - WINTER'S RUSH	57	50.157	1	60.5	Pipe	1
GONG-GONG - WINTER'S RUSH	58	50.385	1	59.4	Box	1
GONG-GONG - WINTER'S RUSH	59	51.485	1	80.3	Box	1
GONG-GONG - WINTER'S RUSH	60	53.164	1	40.04	Pipe	1
GONG-GONG - WINTER'S RUSH	61	53.628	1	39.6	Box	1
GONG-GONG - WINTER'S RUSH	62	54.579	1	39.6	Box	1
WEIR - BARKLY WEST	63	29.014	1	57.64	Box	1
WEIR - BARKLY WEST	64	29.593	1	39.6	Box	1
WEIR - BARKLY WEST	65	29.976	1	61.6	Box	1
WEIR - BARKLY WEST	66	30.588	1	60.06	Box	1
WEIR - BARKLY WEST	67	30.783	3	182.82	Box	1
WEIR - BARKLY WEST	68	31.324	1	39.6	Pipe	1
WEIR - BARKLY WEST	69	31.523	1	57.2	Box	1
WEIR - BARKLY WEST	70	32.199	1	13.42	Box	1
WEIR - BARKLY WEST	71	32.202	1	59.4	Box	1
WEIR - BARKLY WEST	72	32.45	1	13.42	Box	1
WEIR - BARKLY WEST	73	32.602	1	61.6	Pipe	1
WEIR - BARKLY WEST	74	32.809	1	101.2	Box	1
WEIR - BARKLY WEST	75	34.02	3	181.5	Box	1
WINTER'S RUSH - BORRELSKOP	76	56.071	1	37.4	Box	1
WINTER'S RUSH - BORRELSKOP	77	57.284	2	13.2	Box	1

WINTER'S RUSH - BORRELSKOP	78	58.25	2	13.2	Box	1
WINTER'S RUSH - BORRELSKOP	79	59.054	2	13.2	Box	1
WINTER'S RUSH - BORRELSKOP	80	60.08	2	13.2	Box	1
WINTER'S RUSH - BORRELSKOP	81	60.624	1	17.6	Box	1
KNEUKEL - OLEA	82	87.522	1	22	Box	1
KNEUKEL - OLEA	83	87.925	1	19.8	Box	1
KNEUKEL - OLEA	84	88.449	1	59.4	Box	1
KNEUKEL - OLEA	85	88.732	1	21.78	Box	1
KNEUKEL - OLEA	86	88.972	2	127.6	Box	1
OLEA - KOOPMANSFONTEIN	87	89.899	1	59.4	Box	1
OLEA - KOOPMANSFONTEIN	88	90.281	1	59.4	Pipe	1
OLEA - KOOPMANSFONTEIN	89	90.743	1	13.2	Box	1
OLEA - KOOPMANSFONTEIN	90	90.985	1	13.2	Box	1
OLEA - KOOPMANSFONTEIN	91	91.086	1	19.8	Box	1
OLEA - KOOPMANSFONTEIN	92	91.471	1	13.2	Box	1
OLEA - KOOPMANSFONTEIN	93	91.732	1	8.8	Box	1
OLEA - KOOPMANSFONTEIN	94	92.204	1	19.8	Box	1
OLEA - KOOPMANSFONTEIN	95	92.847	2	118.8	Pipe	1
OLEA - KOOPMANSFONTEIN	96	93.442	1	13.2	Pipe	1
OLEA - KOOPMANSFONTEIN	97	93.722	1	13.42	Pipe	1
OLEA - KOOPMANSFONTEIN	98	93.95	1	59.4	Pipe	1
OLEA - KOOPMANSFONTEIN	99	94.186	1	20.9	Box	1
OLEA - KOOPMANSFONTEIN	100	94.528	1	20.9	Box	1
OLEA - KOOPMANSFONTEIN	101	95.032	1	11	Box	1
OLEA - KOOPMANSFONTEIN	102	95.152	1	20.9	Box	1
OLEA - KOOPMANSFONTEIN	103	95.363	1	60.5	Box	1
OLEA - KOOPMANSFONTEIN	104	96.159	1	13.2	Box	1
OLEA - KOOPMANSFONTEIN	105	96.65	1	13.42	Box	1
OLEA - KOOPMANSFONTEIN	106	96.722	1	20.9	Box	1
OLEA - KOOPMANSFONTEIN	107	96.924	1	59.4	Pipe	1
GHAAP - KNEUKEL	108	80.867	6	488.4	Pipe	1
GHAAP - KNEUKEL	109	81.726	1	19.8	Box	1
GHAAP - KNEUKEL	110	82.345	1	37.4	Box	1
GHAAP - KNEUKEL	111	82.349	1	13.2	Box	1
GHAAP - KNEUKEL	112	82.874	1	22	Box	1
GHAAP - KNEUKEL	113	83.143	1	61.6	Box	1
GHAAP - KNEUKEL	114	83.732	1	61.6	Pipe	1
GHAAP - KNEUKEL	115	84.032	1	27.28	Pipe	1
GHAAP - KNEUKEL	116	84.35	1	13.2	Box	1
GHAAP - KNEUKEL	117	84.48	1	13.2	Box	1
GHAAP - KNEUKEL	118	84.994	1	13.2	Box	1
GHAAP - KNEUKEL	119	85.286	1	13.2	Pipe	1
GHAAP - KNEUKEL	120	85.733	1	59.4	Box	1
GHAAP - KNEUKEL	121	85.97	1	19.8	Box	1
ULCO - ULCO WEST	122	67.27	1	22	Pipe	1
ULCO - ULCO WEST	123	67.894	1	61.6	Pipe	1
ULCO - ULCO WEST	124	68.397	1	17.6	Box	1
ULCO - ULCO WEST	125	68.59	1	58.08	Box	1
ULCO - ULCO WEST	126	69.142	1	17.6	Box	1
ULCO WEST - ULCO WEST-GHAAP	127	69.847	1	13.2	Box	1
ULCO WEST - ULCO WEST-GHAAP	128	70.189	1	13.2	Box	1
ULCO WEST - ULCO WEST-GHAAP	129	70.41	1	17.6	Pipe	1
ULCO WEST - ULCO WEST-GHAAP	130	70.691	1	22	Box	1
ULCO WEST - ULCO WEST-GHAAP	131	70.938	1	21.12	Box	1
ULCO WEST - ULCO WEST-GHAAP	132	71.053	1	13.2	Box	1
ULCO WEST - ULCO WEST-GHAAP	133	71.376	1	19.8	Box	1
ULCO WEST - ULCO WEST-GHAAP	134	71.594	1	26.4	Pipe	1
ULCO WEST - ULCO WEST-GHAAP	135	71.879	1	17.6	Pipe	1
ULCO WEST - ULCO WEST-GHAAP	136	72.543	1	17.6	Pipe	1
ULCO WEST - ULCO WEST-GHAAP	137	72.846	1	17.6	Pipe	1
ULCO WEST - ULCO WEST-GHAAP	138	73.187	1	17.6	Box	1
ULCO WEST - ULCO WEST-GHAAP	139	73.542	1	36.3	Box	1
ULCO WEST - ULCO WEST-GHAAP	140	73.961	1	38.94	Box	1
ULCO WEST - ULCO WEST-GHAAP	141	74.267	1	58.74	Box	1
ULCO WEST - ULCO WEST-GHAAP	142	74.967	1	13.2	Box	1
ULCO WEST - ULCO WEST-GHAAP	143	75.222	1	18.26	Box	1
ULCO WEST - ULCO WEST-GHAAP	144	75.44	1	13.2	Box	1
ULCO WEST - ULCO WEST-GHAAP	145	75.608	1	17.6	Pipe	1
ULCO WEST - ULCO WEST-GHAAP	146	75.808	1	13.2	Pipe	1
ULCO WEST - ULCO WEST-GHAAP	147	76.078	1	57.2	Box	1
ULCO WEST - ULCO WEST-GHAAP	148	76.416	1	17.6	Pipe	1
ULCO WEST - ULCO WEST-GHAAP	149	76.807	1	0	Box	1
ULCO WEST - ULCO WEST-GHAAP	150	77.028	1	37.4	Pipe	1
ULCO WEST - ULCO WEST-GHAAP	151	77.127	1	37.4	Box	1
ULCO WEST - ULCO WEST-GHAAP	152	77.309	1	13.2	Box	1
ULCO WEST - ULCO WEST-GHAAP	153	77.46	1	13.2	Box	1
ULCO WEST - ULCO WEST-GHAAP	154	77.513	1	24.2	Box	1
ULCO WEST - ULCO WEST-GHAAP	155	78.887	1	17.6	Box	1
ARIESFONTEIN - TREWIL	156	126.279	1	13.42	Box	1
ARIESFONTEIN - TREWIL	157	127.394	1	41.8	Box	1
ARIESFONTEIN - TREWIL	158	129.707	1	83.6	Box	1
ARIESFONTEIN - TREWIL	159	131.156	1	40.7	Box	1
ARIESFONTEIN - TREWIL	160	133.934	1	41.8	Pipe	1

KOOPMANSFONTEIN-PLATEAU	161	99.581	7	415.8	Box	1
KOOPMANSFONTEIN-PLATEAU	162	99.632	1	13.2	Pipe	1
KOOPMANSFONTEIN-PLATEAU	163	101.141	1	41.8	Box	1
KOOPMANSFONTEIN-PLATEAU	164	101.593	1	10.12	Pipe	1
KOOPMANSFONTEIN-PLATEAU	165	102.88	1	9.9	Box	1
KOOPMANSFONTEIN-PLATEAU	166	103.085	1	10.12	Box	1
KOOPMANSFONTEIN-PLATEAU	167	103.406	1	40.7	Pipe	1
KOOPMANSFONTEIN-PLATEAU	168	104.308	1	13.2	Box	1
KOOPMANSFONTEIN-PLATEAU	169	105.619	1	39.6	Box	1
KOOPMANSFONTEIN-PLATEAU - PLATEAU	170	111.031	1	40.26	Pipe	1
PLATEAU-ARIESFONTEIN - ARIESFONTEIN	171	118.454	1	40.7	Pipe	1
PLATEAU-ARIESFONTEIN - ARIESFONTEIN	172	119.596	1	13.2	Box	1
PLATEAU-ARIESFONTEIN - ARIESFONTEIN	173	120.482	1	39.6	Box	1
PLATEAU-ARIESFONTEIN - ARIESFONTEIN	174	123.126	1	13.2	Pipe	1
PLATEAU-ARIESFONTEIN - ARIESFONTEIN	175	125.564	1	33	Box	1
PLATEAU - PLATEAU-ARIESFONTEIN	176	112.559	1	13.2	Box	1
PLATEAU - PLATEAU-ARIESFONTEIN	177	112.982	1	61.6	Box	1
PLATEAU - PLATEAU-ARIESFONTEIN	178	114.773	1	41.8	Box	1
PLATEAU - PLATEAU-ARIESFONTEIN	179	115.358	1	40.7	Box	1
PLATEAU - PLATEAU-ARIESFONTEIN	180	115.84	1	41.8	Pipe	1
SILVER STREAMS - LIME ACRES	181	146.898	1	13.2	Box	1
SILVER STREAMS - LIME ACRES	182	148.187	1	10.12	Pipe	1
SILVER STREAMS - LIME ACRES	183	148.87	2	118.8	Pipe	1
SILVER STREAMS - LIME ACRES	184	149.332	1	13.2	Pipe	1
SILVER STREAMS - LIME ACRES	185	149.623	1	40.48	Box	1
SILVER STREAMS - LIME ACRES	186	149.815	1	13.2	Pipe	1
SILVER STREAMS - LIME ACRES	187	150.902	1	22	Box	1
SILVER STREAMS - LIME ACRES	188	151.204	1	13.2	Box	1
SILVER STREAMS - LIME ACRES	189	151.206	2	33.44	Box	1
TREWIL - SILVER STREAMS	190	135.546	1	13.2	Pipe	1
TREWIL - SILVER STREAMS	191	135.946	1	40.7	Box	1
TREWIL - SILVER STREAMS	192	136.991	1	41.8	Pipe	1
TREWIL - SILVER STREAMS	193	137.8	1	40.26	Box	1
TREWIL - SILVER STREAMS	194	139.027	1	1.42	Pipe	1
TREWIL - SILVER STREAMS	195	139.65	1	4.92	Box	1
TREWIL - SILVER STREAMS	196	140.134	1	40.7	Box	1
TREWIL - SILVER STREAMS	197	140.455	1	13.2	Box	1
TREWIL - SILVER STREAMS	198	141.068	1	40.92	Box	1
TREWIL - SILVER STREAMS	199	141.90	1	91.08	Pipe	1
CLIFTON - GROENWATER	200	167.28	1	0	Pipe	1
CLIFTON - GROENWATER	201	167.886	2	79.2	Box	1
CLIFTON - GROENWATER	202	169.134	2	79.2	Pipe	1
CLIFTON - GROENWATER	203	169.389	2	121	Box	1
CLIFTON - GROENWATER	204	169.37	1	61.6	Pipe	1
CLIFTON - GROENWATER	205	169.638	2	123.2	Pipe	1
CLIFTON - GROENWATER	206	169.898	1	39.6	Box	1
CLIFTON - GROENWATER	207	170.01	9	297	Portal	1
CLIFTON - GROENWATER	208	170.402	1	41.8	Pipe	1
CLIFTON - GROENWATER	209	170.965	1	37.4	Pipe	1
CLIFTON - GROENWATER	210	171.608	1	41.8	Box	1
CLIFTON - GROENWATER	211	172.111	1	41.8	Box	1
CLIFTON - GROENWATER	212	172.593	1	39.6	Box	1
CLIFTON - GROENWATER	213	173.097	1	39.6	Pipe	1
CLIFTON - GROENWATER	214	173.57	1	22	Pipe	1
CLIFTON - GROENWATER	215	173.799	1	13.2	Pipe	1
CLIFTON - GROENWATER	216	173.99	1	90.2	Pipe	1
CLIFTON - GROENWATER	217	174.268	1	88	Box	1
CLIFTON - GROENWATER	218	174.411	1	19.8	Box	1
BLINKKLIP - TSANTSABANE	219	174.555	1	68.2	Pipe	1
BLINKKLIP - TSANTSABANE	220	174.859	1	13.2	Box	1
BLINKKLIP - TSANTSABANE	221	174.92	1	58.3	Box	1
BLINKKLIP - TSANTSABANE	222	175.581	1	59.4	Box	1
BLINKKLIP - TSANTSABANE	223	176.065	1	60.5	Box	1
BLINKKLIP - TSANTSABANE	224	176.568	1	40.7	Box	1
BLINKKLIP - TSANTSABANE	225	176.951	2	81.4	Box	1
BLINKKLIP - TSANTSABANE	226	177.457	1	60.5	Box	1
BLINKKLIP - TSANTSABANE	227	177.949	1	26.4	Box	1
BLINKKLIP - TSANTSABANE	228	178.27	1	40.7	Box	1
BLINKKLIP - TSANTSABANE	229	178.512	1	13.2	Box	1
BLINKKLIP - TSANTSABANE	230	179.032	1	39.6	Box	1
BLINKKLIP - TSANTSABANE	231	179.273	1	40.7	Box	1
BLINKKLIP - TSANTSABANE	232	179.298	1	60.5	Pipe	1
BLINKKLIP - TSANTSABANE	233	179.599	1	59.4	Pipe	1
BLINKKLIP - TSANTSABANE	234	179.615	2	81.444	Box	1
BLINKKLIP - TSANTSABANE	235	179.957	1	40.7	Box	1
BLINKKLIP - TSANTSABANE	236	180.622	2	79.2	Pipe	1
BLINKKLIP - TSANTSABANE	237	180.631	1	40.7	Box	1
BLINKKLIP - TSANTSABANE	238	180.963	1	39.6	Pipe	1
BLINKKLIP - TSANTSABANE	239	181.325	1	60.5	Box	1
BLINKKLIP - TSANTSABANE	240	181.764	1	63.8	Box	1
BLINKKLIP - TSANTSABANE	241	182.03	1	40.7	Box	1
BLINKKLIP - TSANTSABANE	242	182.049	2	81.4	Box	1
BLINKKLIP - TSANTSABANE	243	182.251	1	19.8	Box	1

BLINKKLIP - TSANTSABANE	244	182.257	1	39.6	Box	1
BLINKKLIP - TSANTSABANE	245	182.652	1	19.8	Box	1
BLINKKLIP - TSANTSABANE	246	182.854	2	79.2	Box	1
BLINKKLIP - TSANTSABANE	247	183.718	1	39.6	Pipe	1
BLINKKLIP - TSANTSABANE	248	184.529	1	61.6	Box	1
BLINKKLIP - TSANTSABANE	249	185.676	1	40.7	Box	1
BLINKKLIP - TSANTSABANE	250	185.87	1	40.7	Box	1
BLINKKLIP - TSANTSABANE	251	187.116	1	27.5	Box	1
BLINKKLIP - TSANTSABANE	252	188.002	1	40.7	Box	1
BLINKKLIP - TSANTSABANE	253	189.127	1	26.4	Box	1
BLINKKLIP - TSANTSABANE	254	189.973	1	27.5	Box	1
BLINKKLIP - TSANTSABANE	255	190.816	1	27.5	Box	1
BLINKKLIP - TSANTSABANE	256	193.342	5	319	Box	1
BLINKKLIP - TSANTSABANE	257	194.604	2	123.2	Box	1
BLINKKLIP - TSANTSABANE	258	195.032	1	38.5	Box	1
LIME ACRES - LIME ACRES-CLIFTON	259	153.279	1	40.04	Box	1
LIME ACRES - LIME ACRES-CLIFTON	260	153.782	1	40.48	Box	1
LIME ACRES - LIME ACRES-CLIFTON	261	154.466	1	40.7	Pipe	1
LIME ACRES - LIME ACRES-CLIFTON	262	155.271	2	80.08	Box	1
LIME ACRES - LIME ACRES-CLIFTON	263	156.116	1	13.2	Pipe	1
LIME ACRES - LIME ACRES-CLIFTON	264	156.357	1	41.8	Box	1
LIME ACRES - LIME ACRES-CLIFTON	265	156.726	1	13.2	Box	1
LIME ACRES - LIME ACRES-CLIFTON	266	156.78	1	41.8	Box	1
LIME ACRES - LIME ACRES-CLIFTON	267	157.843	1	59.4	Box	1
LIME ACRES - LIME ACRES-CLIFTON	268	158.462	1	41.8	Box	1
LIME ACRES - LIME ACRES-CLIFTON	269	159.127	1	41.8	Box	1
LIME ACRES - LIME ACRES-CLIFTON	270	159.569	1	41.8	Box	1
LIME ACRES - LIME ACRES-CLIFTON	271	160.092	1	40.7	Box	1
LIME ACRES - LIME ACRES-CLIFTON	272	160.495	1	39.6	Box	1
LIME ACRES - LIME ACRES-CLIFTON	273	160.864	1	26.4	Box	1
LIME ACRES-CLIFTON - CLIFTON	274	161.286	1	39.6	Box	1
LIME ACRES-CLIFTON - CLIFTON	275	163.496	1	59.4	Box	1
LIME ACRES-CLIFTON - CLIFTON	276	164.647	1	59.4	Box	1
LIME ACRES-CLIFTON - CLIFTON	277	165.874	1	13.2	Box	1
LIME ACRES-CLIFTON - CLIFTON	278	166.679	1	17.5	Box	1
TSANTSABANE - POSTMASBURG	279	195.537	1	44	Box	1
TSANTSABANE - POSTMASBURG	280	196.38	1	38.06	Box	1
TSANTSABANE - POSTMASBURG	281	197.105	2	81.4	Pipe	1
TSANTSABANE - POSTMASBURG	282	197.15	1	102.96	Potal	1
TSANTSABANE - POSTMASBURG	283	197.87	1	40.7	Box	1
TSANTSABANE - POSTMASBURG	284	198.052	2	140.8	Pipe	1
TSANTSABANE - POSTMASBURG	285	198.867	1	38.5	Box	1
TSANTSABANE - POSTMASBURG	286	199.159	1	39.6	Box	1
TSANTSABANE - POSTMASBURG	287	200.036	1	40.7	Box	1
TSANTSABANE - POSTMASBURG	288	200.507	1	40.7	Box	1
TSANTSABANE - POSTMASBURG	289	200.892	1	40.7	Box	1
TSANTSABANE - POSTMASBURG	290	201.059	1	40.7	Box	1
TSANTSABANE - POSTMASBURG	291	201.473	1	40.7	Box	1
TSANTSABANE - POSTMASBURG	292	202.056	1	27.5	Box	1
TSANTSABANE - POSTMASBURG	293	202.378	1	27.5	Box	1
TSANTSABANE - POSTMASBURG	294	202.748	2	121	Box	1
TSANTSABANE - POSTMASBURG	295	203.002	1	13.2	Box	1
TSANTSABANE - POSTMASBURG	296	203.826	1	40.7	Pipe	1
TSANTSABANE - POSTMASBURG	297	203.913	1	55	Box	1
BEESHOEK - BOKKOPPIE	298	212.962	2	66	Box	1
BEESHOEK - BOKKOPPIE	299	213.49	2	110	Box	1
BEESHOEK - BOKKOPPIE	300	214.516	1	19.8	Box	1
BEESHOEK - BOKKOPPIE	301	214.688	2	19.8	Box	1
BEESHOEK - BOKKOPPIE	302	214.835	1	59.4	Box	1
BEESHOEK - BOKKOPPIE	303	215.241	1	59.4	Box	1
BEESHOEK - BOKKOPPIE	304	215.759	1	59.4	Box	1
BEESHOEK - BOKKOPPIE	305	216.609	2	107.8	Box	1
BEESHOEK - BOKKOPPIE	306	216.94	1	60.5	Box	1
BEESHOEK - BOKKOPPIE	307	217.375	1	40.04	Box	1
BEESHOEK - BOKKOPPIE	308	217.787	1	41.8	Box	1
BEESHOEK - BOKKOPPIE	309	218.138	1	13.42	Box	1
BEESHOEK - BOKKOPPIE	310	218.642	3	330	Box	1
BEESHOEK - BOKKOPPIE	311	219.598	1	40.7	Box	1
BEESHOEK - BOKKOPPIE	312	221.285	1	61.38	Box	1
BOKKOPPIE - PALINGPAN	313	223.946	1	40.04	Pipe	1
BOKKOPPIE - PALINGPAN	314	224.621	1	59.4	Box	1
BOKKOPPIE - PALINGPAN	315	225.178	1	40.04	Box	1
BOKKOPPIE - PALINGPAN	316	225.705	1	60.5	Box	1
BOKKOPPIE - PALINGPAN	317	226.368	1	40.7	Box	1
BOKKOPPIE - PALINGPAN	318	226.795	1	40.04	Pipe	1
BOKKOPPIE - PALINGPAN	319	227.037	1	60.5	Pipe	1
BOKKOPPIE - PALINGPAN	320	227.258	1	19.8	Box	1
BOKKOPPIE - PALINGPAN	321	227.581	1	11.44	Box	1
GLOSAM - LOHATLHA	322	232.671	1	89.1	Box	1
GLOSAM - LOHATLHA	323	233.013	1	41.8	Box	1
GLOSAM - LOHATLHA	324	233.983	1	40.04	Box	1
GLOSAM - LOHATLHA	325	234.809	1	40.7	Box	1
GLOSAM - LOHATLHA	326	235.69	1	40.7	Box	1

GLOSAM - LOHATLHA	327	236.387	1	40.7	Pipe	1
GLOSAM - LOHATLHA	328	237.091	1	40.7	Box	1
GLOSAM - LOHATLHA	329	237.697	1	40.7	Box	1
GLOSAM - LOHATLHA	330	238.112	1	40.7	Box	1
GLOSAM - LOHATLHA	331	238.479	1	60.5	Box	1
GLOSAM - LOHATLHA	332	238.792	2	121	Box	1
GLOSAM - LOHATLHA	333	239.171	1	80.3	Box	1
GLOSAM - LOHATLHA	334	239.512	1	26.84	Box	1
GLOSAM - LOHATLHA	335	240.476	1	60.5	Box	1
GLOSAM - LOHATLHA	336	240.628	1	37.4	Box	1
GLOSAM - LOHATLHA	337	240.98	1	41.8	Box	1
GLOSAM - LOHATLHA	338	241.305	1	40.7	Box	1
POSTMASBURG - BEESHOEK	339	205.893	1	40.7	Pipe	1
POSTMASBURG - BEESHOEK	340	206.275	1	40.7	Box	1
POSTMASBURG - BEESHOEK	341	206.516	1	40.04	Box	1
POSTMASBURG - BEESHOEK	342	207.384	1	40.7	Box	1
POSTMASBURG - BEESHOEK	343	207.751	1	41.8	Box	1
POSTMASBURG - BEESHOEK	344	208.468	1	27.5	Box	1
POSTMASBURG - BEESHOEK	345	209.303	1	1.342	Box	1
POSTMASBURG - BEESHOEK	346	209.75	1	58.3	Box	1
POSTMASBURG - BEESHOEK	347	210.016	1	60.94	Box	1
POSTMASBURG - BEESHOEK	348	210.781	2	79.2	Box	1
POSTMASBURG - BEESHOEK	349	211.091	1	13.2	Box	1
POSTMASBURG - BEESHOEK	350	211.314	1	26.4	Box	1
POSTMASBURG - BEESHOEK	351	211.895	1	33	Box	1
POSTMASBURG - BEESHOEK	352	212.281	1	33	Box	1
PALINGPAN - GLOSAM	353	227.742	1	41.8	Box	1
PALINGPAN - GLOSAM	354	228.084	1	40.04	Box	1
PALINGPAN - GLOSAM	355	228.472	1	40.04	Box	1
PALINGPAN - GLOSAM	356	228.847	1	80.3	Box	1
PALINGPAN - GLOSAM	357	229.254	1	40.7	Box	1
PALINGPAN - GLOSAM	358	229.575	1	80.3	Box	1
PALINGPAN - GLOSAM	359	230.088	1	40.7	Box	1
PALINGPAN - GLOSAM	360	230.961	1	40.7	Box	1
PALINGPAN - GLOSAM	361	231.606	1	40.04	Box	1
HAAKBOSLEEGTE - GAMAGARA	362	251.485	2	92.4	Pipe	1
HAAKBOSLEEGTE - GAMAGARA	363	251.987	1	60.06	Box	1
HAAKBOSLEEGTE - GAMAGARA	364	252.253	1	13.2	Box	1
HAAKBOSLEEGTE - GAMAGARA	365	252.26	1	132	Box	1
HAAKBOSLEEGTE - GAMAGARA	366	252.27	1	13.2	Pipe	1
HAAKBOSLEEGTE - GAMAGARA	367	252.339	1	13.2	Box	1
HAAKBOSLEEGTE - GAMAGARA	368	253.774	2	165.44	Box	1
HAAKBOSLEEGTE - GAMAGARA	369	254.432	1	13.2	Box	1
HAAKBOSLEEGTE - GAMAGARA	370	254.44	1	19.8	Box	1
HAAKBOSLEEGTE - GAMAGARA	371	255.327	1	13.2	Box	1
HAAKBOSLEEGTE - GAMAGARA	372	255.7	1	39.6	Box	1
HAAKBOSLEEGTE - GAMAGARA	373	256.228	1	13.64	Box	1
HAAKBOSLEEGTE - GAMAGARA	374	257.272	1	18.92	Box	1
HAAKBOSLEEGTE - GAMAGARA	375	257.275	1	40.26	Box	1
HAAKBOSLEEGTE - GAMAGARA	376	257.662	1	13.42	Box	1
HAAKBOSLEEGTE - GAMAGARA	377	264.126	1	13.2	Pipe	1
HAAKBOSLEEGTE - GAMAGARA	378	264.411	1	19.8	Pipe	1
HAAKBOSLEEGTE - GAMAGARA	379	264.594	1	13.2	Pipe	1
HAAKBOSLEEGTE - GAMAGARA	380	265.198	1	19.8	Box	1
HAAKBOSLEEGTE - GAMAGARA	381	266.067	1	13.2	Pipe	1
LOHATLHA - HAAKBOSLEEGTE	382	241.902	1	40.7	Pipe	1
LOHATLHA - HAAKBOSLEEGTE	383	243.149	1	40.04	Box	1
LOHATLHA - HAAKBOSLEEGTE	384	245.063	1	13.42	Pipe	1
LOHATLHA - HAAKBOSLEEGTE	385	245.742	1	66	Pipe	1
LOHATLHA - HAAKBOSLEEGTE	386	245.747	1	41.14	Box	1
LOHATLHA - HAAKBOSLEEGTE	387	245.909	1	40.7	Pipe	1
LOHATLHA - HAAKBOSLEEGTE	388	246.13	1	13.42	Pipe	1
LOHATLHA - HAAKBOSLEEGTE	389	247.004	1	13.42	Pipe	1
LOHATLHA - HAAKBOSLEEGTE	390	247.87	1	39.6	Box	1
LOHATLHA - HAAKBOSLEEGTE	391	248.47	1	44	Pipe	1
LOHATLHA - HAAKBOSLEEGTE	392	248.494	1	18.7	Pipe	1
LOHATLHA - HAAKBOSLEEGTE	393	249.506	1	53.9	Pipe	1
LOHATLHA - HAAKBOSLEEGTE	394	249.598	1	13.2	Box	1
LOHATLHA - HAAKBOSLEEGTE	395	250.667	1	10.12	Pipe	1
LOHATLHA - HAAKBOSLEEGTE	396	259.254991	1	99.88	Pipe	1
LOHATLHA - HAAKBOSLEEGTE	397	260.954991	1	0	Box	1
LOHATLHA - HAAKBOSLEEGTE	398	262.094991	3	99	Box	1
LOHATLHA - HAAKBOSLEEGTE	399	262.714991	6	237.6	Box	1
LOHATLHA - HAAKBOSLEEGTE	400	265.014991	3	118.8	Box	1
LOHATLHA - HAAKBOSLEEGTE	401	265.485291	10	660	Box	1
EMIL - WINCANTON	402	284.868	1	66	Pipe	1
EMIL - WINCANTON	403	288.705	1	13.2	Pipe	1
EMIL - WINCANTON	404	288.732	1	13.2	Pipe	1
EMIL - WINCANTON	405	290.224	1	66	Box	1
EMIL - WINCANTON	406	291.291	1	79.2	Box	1
EMIL - WINCANTON	407	292.496	0	0	Pipe	1
SISHEN - EMIL	408	268.69944	4	176	Box	1
SISHEN - EMIL	409	269.455704	11	363	Box	1

SISHEN - EMIL	410	270.415697	11	363	Box	1
SISHEN - EMIL	411	270.506	11	363	Pipe	1
SISHEN - EMIL	412	273.828	15	495	Box	1
SISHEN - EMIL	413	274.688	7	231	Box	1
SISHEN - EMIL	414	276.198	6	330	Pipe	1
SISHEN - EMIL	415	278.278	5	165	Box	1
SISHEN - EMIL	416	279.508	2	88	Box	1
SISHEN - EMIL	417	281.288	2	110	Pipe	1
SISHEN - EMIL	418	282.448	6	330	Pipe	1
SISHEN - EMIL	419	282.996	8	158.4	Box	1
SISHEN - EMIL	420	282.997	3	59.4	Box	1
SISHEN - EMIL	421	282.998	8	158.4	Box	1
SISHEN - EMIL	422	282.999	8	158.4	Box	1
SISHEN - EMIL	423	283.54	4	79.2	Box	1
SISHEN - EMIL	424	283.898	8	158.4	Box	1
SISHEN - EMIL	425	284.15	4	79.2	Box	1
SISHEN - EMIL	426	284.318		0	Pipe	1
WINCANTON - VLERMUISLAAGTE	427	310.154	2	149.6	Box	1
WINCANTON - VLERMUISLAAGTE	428	299.885	1	55	Box	1
WITLOOP - HOTAZEL	429	327.382	2	162.8	Box	1
WITLOOP - HOTAZEL	430	327.457	1	8.03	Box	1
BOSVARK - OLIFANTSKOP	431	135.115	2	26.4	Pipe	1
BOSVARK - OLIFANTSKOP	432	135.369	1	61.6	Box	1
BOSVARK - OLIFANTSKOP	433	136.864	2	26.4	Box	1
BOSVARK - OLIFANTSKOP	434	138.083	1	39.6	Box	1
BOSVARK - OLIFANTSKOP	435	139.334	1	61.6	Box	1
BOSVARK - OLIFANTSKOP	436	140.461	1	33	Box	1
BOSVARK - OLIFANTSKOP	437	142.905	1	59.4	Box	1
BOSVARK - OLIFANTSKOP	438	144.043	1	39.6	Box	1
BOSVARK - OLIFANTSKOP	439	144.458	1	59.4	Box	1
BOSVARK - OLIFANTSKOP	440	144.683	1	13.2	Pipe	1
BOSVARK - OLIFANTSKOP	441	145.047	2	121	Box	1
DE BRUG - IMMIGRANT	442	46.19	1	61.6	Box	1
DE BRUG - IMMIGRANT	443	47.244	1	40.7	Box	1
DE BRUG - IMMIGRANT	444	48.188	1	40.5	Box	1
DE BRUG - IMMIGRANT	445	49.255	1	40.92	Box	1
DE BRUG - IMMIGRANT	446	51.786	1	39.6	Box	1
DE BRUG - IMMIGRANT	447	52.731	1	40.7	Box	1
DE BRUG - IMMIGRANT	448	53.43	1	39.6	Box	1
DE BRUG - IMMIGRANT	449	54.80	1	13.2	Pipe	1
DE BRUG - IMMIGRANT	450	55.934	1	13.2	Pipe	1
DE BRUG - IMMIGRANT	451	56.877	1	39.6	Box	1
DE BRUG - IMMIGRANT	452	59.396	1	59.4	Box	1
DE BRUG - IMMIGRANT	453	59.88	1	41.8	Box	1
DE BRUG - IMMIGRANT	454	59.224	1	39.6	Box	1
DE BRUG - IMMIGRANT	455	59.833	1	59.4	Box	1
DE BRUG - IMMIGRANT	456	61.377	1	39.6	Box	1
DE BRUG - IMMIGRANT	457	62.485	1	59.4	Box	1
DE BRUG - IMMIGRANT	458	62.756	1	33	Box	1
DE BRUG - IMMIGRANT	459	62.938	2	79.2	Box	1
DE BRUG - IMMIGRANT	460	63.326	1	39.6	Box	1
DE BRUG - IMMIGRANT	461	63.865	1	13.2	Pipe	1
DE BRUG - IMMIGRANT	462	65.186	1	6.6	Pipe	1
DE BRUG - IMMIGRANT	463	65.528	1	40.7	Box	1
HAMILTON - SHOWGROUND	464	0.665	1	52.8	Box	1
SHOWGROUND - SLEEPDAM	465	1.773	1	58.3	Box	1
SHOWGROUND - SLEEPDAM	466	1.945	1	16.06	Box	1
SHOWGROUND - SLEEPDAM	467	1.969	1	33	Box	1
SHOWGROUND - SLEEPDAM	468	2.62	1	59.4	Box	1
SHOWGROUND - SLEEPDAM	469	2.925	1	61.6	Box	1
SHOWGROUND - SLEEPDAM	470	4.576	1	39.6	Box	1
SHOWGROUND - SLEEPDAM	471	5.548	1	37.4	Box	1
SHOWGROUND - SLEEPDAM	472	5.836	1	13.2	Pipe	1
SLEEPDAM - KLOOFEIND	473	6.46	1	13.2	Pipe	1
SLEEPDAM - KLOOFEIND	474	7.29	2	39.6	Pipe	1
SLEEPDAM - KLOOFEIND	475	8.35	1	39.6	Box	1
SLEEPDAM - KLOOFEIND	476	9.759	1	61.6	Box	1
SLEEPDAM - KLOOFEIND	477	11.161	1	60.5	Box	1
SLEEPDAM - KLOOFEIND	478	12.381	2	110	Box	1
SLEEPDAM - KLOOFEIND	479	13.646	1	13.2	Pipe	1
SLEEPDAM - KLOOFEIND	480	14.467	1	39.6	Box	1
SLEEPDAM - KLOOFEIND	481	15.36	1	38.5	Box	1
SLEEPDAM - KLOOFEIND	482	15.846	1	38.5	Box	1
SLEEPDAM - KLOOFEIND	483	16.444	1	13.2	Pipe	1
IMMIGRANT - PETRUSBURG	484	67.544	1	39.6	Box	1
IMMIGRANT - PETRUSBURG	485	69.13	1	39.6	Box	1
IMMIGRANT - PETRUSBURG	486	70.192	1	13.2	Pipe	1
IMMIGRANT - PETRUSBURG	487	72.057	1	40.7	Box	1
IMMIGRANT - PETRUSBURG	488	74.008	1	27.72	Box	1
IMMIGRANT - PETRUSBURG	489	74.773	1	26.4	Box	1
IMMIGRANT - PETRUSBURG	490	74.935	2	26.4	Pipe	1
IMMIGRANT - PETRUSBURG	491	77.316	1	39.6	Box	1
IMMIGRANT - PETRUSBURG	492	79.181	1	60.5	Box	1

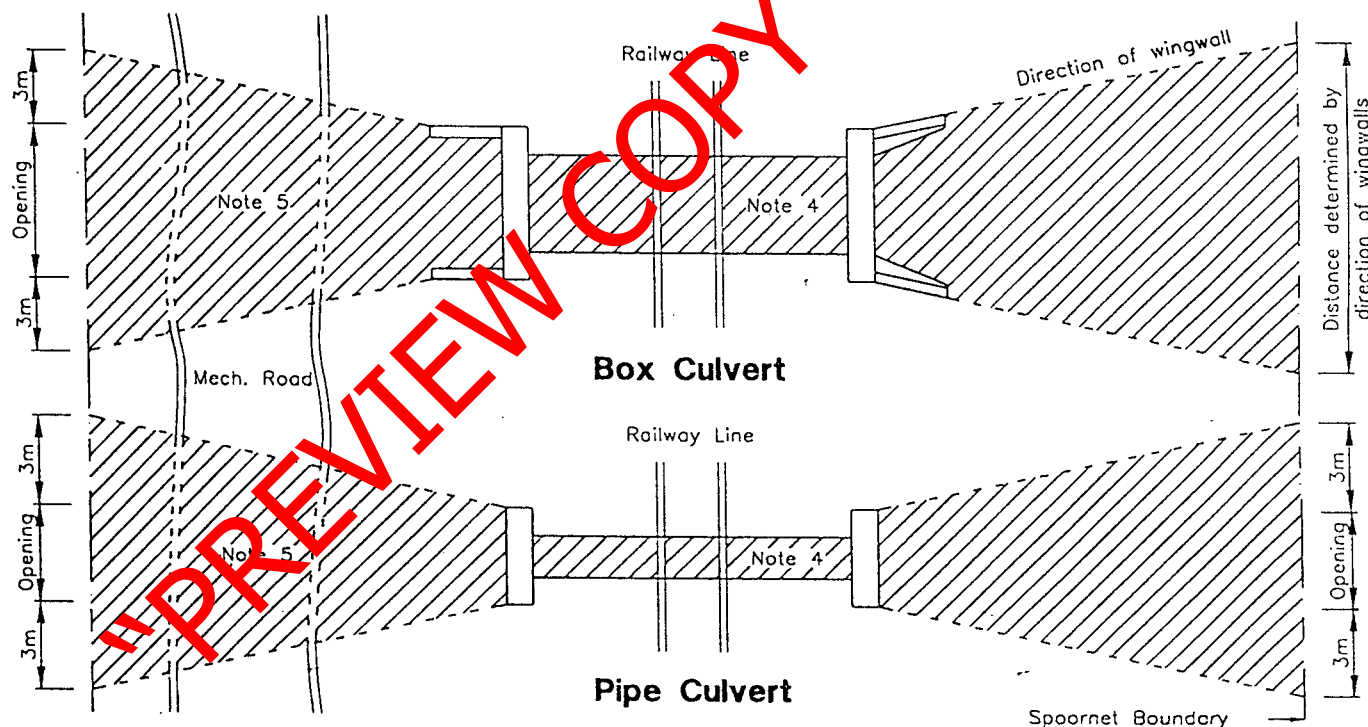
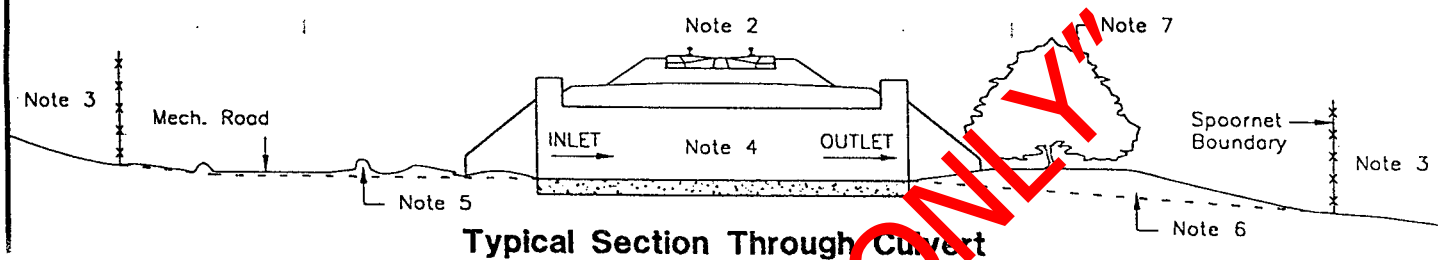
IMMIGRANT - PETRUSBURG	493	82.41	1	13.2	Pipe	1
IMMIGRANT - PETRUSBURG	494	83.014	1	41.8	Box	1
IMMIGRANT - PETRUSBURG	495	83.697	1	60.5	Box	1
IMMIGRANT - PETRUSBURG	496	83.752	1	13.2	Pipe	1
KLOOFEIND - OLIENHOUTPLAAT	497	17.294	1	37.4	Box	1
KLOOFEIND - OLIENHOUTPLAAT	498	17.876	1	40.7	Box	1
KLOOFEIND - OLIENHOUTPLAAT	499	18.129	1	19.8	Box	1
KLOOFEIND - OLIENHOUTPLAAT	500	18.781	1	60.5	Box	1
KLOOFEIND - OLIENHOUTPLAAT	501	19.38	1	59.4	Box	1
KLOOFEIND - OLIENHOUTPLAAT	502	20.408	1	59.4	Box	1
KLOOFEIND - OLIENHOUTPLAAT	503	21.397	1	60.5	Box	1
KLOOFEIND - OLIENHOUTPLAAT	504	21.693	1	39.6	Box	1
KLOOFEIND - OLIENHOUTPLAAT	505	22.137	1	19.8	Box	1
KLOOFEIND - OLIENHOUTPLAAT	506	22.622	1	19.8	Box	1
KLOOFEIND - OLIENHOUTPLAAT	507	23.453	1	39.6	Box	1
KLOOFEIND - OLIENHOUTPLAAT	508	24.626	2	83.6	Box	1
KLOOFEIND - OLIENHOUTPLAAT	509	24.631	1	39.6	Box	1
OLIEHOUTPLAAT - DE BRUG	510	25.362	1	19.8	Pipe	1
OLIEHOUTPLAAT - DE BRUG	511	26.336	1	39.6	Box	1
OLIEHOUTPLAAT - DE BRUG	512	27.007	1	61.6	Box	1
OLIEHOUTPLAAT - DE BRUG	513	27.482	1	13.2	Pipe	1
OLIEHOUTPLAAT - DE BRUG	514	27.781	1	60.5	Box	1
OLIEHOUTPLAAT - DE BRUG	515	28.802	1	60.5	Box	1
OLIEHOUTPLAAT - DE BRUG	516	29.015	2	39.6	Box	1
OLIEHOUTPLAAT - DE BRUG	517	29.838	1	59.4	Box	1
OLIEHOUTPLAAT - DE BRUG	518	30.783	1	59.4	Box	1
OLIEHOUTPLAAT - DE BRUG	519	31.514	1	39.6	Box	1
OLIEHOUTPLAAT - DE BRUG	520	32.407	2	118.8	Box	1
OLIEHOUTPLAAT - DE BRUG	521	32.947	1	39.6	Box	1
OLIEHOUTPLAAT - DE BRUG	522	33.892	1	61.6	Box	1
OLIEHOUTPLAAT - DE BRUG	523	34.898	1	60.5	Box	1
OLIEHOUTPLAAT - DE BRUG	524	35.995	1	61.6	Box	1
OLIEHOUTPLAAT - DE BRUG	525	41.149	1	13.2	Pipe	1
OLIEHOUTPLAAT - DE BRUG	526	42.556	2	61.6	Pipe	1
OLIEHOUTPLAAT - DE BRUG	527	43.282	1	13.2	Pipe	1
OLIEHOUTPLAAT - DE BRUG	528	43.759	2	76.4	Pipe	1
OLIEHOUTPLAAT - DE BRUG	529	44.412	1	26.4	Box	1
OLIEHOUTPLAAT - DE BRUG	530	44.674	4	79.2	Pipe	1
OLIFANTSKOP - BEAONSFIELD	531	145.46	1	60.5	Box	1
OLIFANTSKOP - BEAONSFIELD	532	146.14	1	39.6	Box	1
OLIFANTSKOP - BEAONSFIELD	533	146.696	1	39.6	Box	1
OLIFANTSKOP - BEAONSFIELD	534	148.312	1	13.2	Pipe	1
OLIFANTSKOP - BEAONSFIELD	535	148.242	1	13.2	Pipe	1
OLIFANTSKOP - BEAONSFIELD	536	151.11	1	60.5	Box	1
OLIFANTSKOP - BEAONSFIELD	537	152.491	1	40.7	Box	1
OLIFANTSKOP - BEAONSFIELD	538	153.649	1	60.5	Box	1
OLIFANTSKOP - BEAONSFIELD	539	153.985	2	74.8	Box	1
OLIFANTSKOP - BEAONSFIELD	540	154.488	1	40.7	Box	1
OLIFANTSKOP - BEAONSFIELD	541	154.686	1	40.7	Box	1
OLIFANTSKOP - BEAONSFIELD	542	156.425	1	40.7	Box	1
OLIFANTSKOP - BEAONSFIELD	543	157.558	2	123.2	Box	1
OLIFANTSKOP - BEAONSFIELD	544	158.195	1	40.7	Box	1
OLIFANTSKOP - BEAONSFIELD	545	158.408	2	121	Box	1
OLIFANTSKOP - BEAONSFIELD	546	159.057	1	39.6	Box	1
OLIFANTSKOP - BEAONSFIELD	547	159.392	1	40.7	Box	1
OLIFANTSKOP - BEAONSFIELD	548	160.441	2	13.2	Pipe	1
OLIFANTSKOP - BEAONSFIELD	549	161.234	1	61.6	Box	1
PERDEBERG - BOSVARK	550	121.33	1	60.5	Box	1
PERDEBERG - BOSVARK	551	123.616	1	61.6	Box	1
PERDEBERG - BOSVARK	552	128.233	1	60.5	Box	1
PERDEBERG - BOSVARK	553	132.838	1	40.7	Box	1
PETRUSBURG - EMMAUS	554	84.484	1	40.92	Box	1
PETRUSBURG - EMMAUS	555	86.145	1	60.5	Box	1
PETRUSBURG - EMMAUS	556	87.381	1	39.6	Box	1
PETRUSBURG - EMMAUS	557	88.111	2	19.8	Pipe	1
PETRUSBURG - EMMAUS	558	90.243	1	39.6	Box	1
PETRUSBURG - EMMAUS	559	91.194	1	13.2	Pipe	1
PETRUSBURG - EMMAUS	560	96.08	1	60.5	Box	1
PETRUSBURG - EMMAUS	561	97.021	1	59.4	Box	1
PETRUSBURG - EMMAUS	562	97.631	1	39.6	Box	1
PETRUSBURG - EMMAUS	563	98.454	1	39.6	Box	1
PETRUSBURG - EMMAUS	564	100.496	1	61.6	Box	1
EMMAUS - PERDEBERG	565	103.194	1	39.6	Box	1
EMMAUS - PERDEBERG	566	108.008	1	60.5	Box	1
EMMAUS - PERDEBERG	567	113.907	1	39.6	Box	1
EMMAUS - PERDEBERG	568	114.425	1	39.6	Box	1
EMMAUS - PERDEBERG	569	114.655	1	8.8	Pipe	1
EMMAUS - PERDEBERG	570	117.098	1	39.6	Box	1
EMMAUS - PERDEBERG	571	117.763	1	39.6	Box	1
EMMAUS - PERDEBERG	572	120.139	1	61.6	Box	1
MACFARLANE - FIELDSVIEW	573	4.92	2	0.61	Pipe	1
MACFARLANE - FIELDSVIEW	574	5.478	2	2.7	Box	1
MACFARLANE - FIELDSVIEW	575	6.266	1	2.75	Box	1

MACFARLANE - FIELDSVIEW	576	6.647	1	2.73	Box	1
MACFARLANE - FIELDSVIEW	577	6.882	2	2.75	Box	1
MACFARLANE - KAMFERSDAM	578	296.417	1	2.7	Box	1
MACFARLANE - KAMFERSDAM	579	298.18	1	2.5	Box	1
MACFARLANE - KAMFERSDAM	580	299.124	1	2.7	Box	1
MACFARLANE - KAMFERSDAM	581	299.979	3	5.75	Box	1
BEACONSFIELD - SPYTFONTEIN	582	0.01	1	1.8	Box	1
BEACONSFIELD - SPYTFONTEIN	583	0.613	2	2.74	Box	1
BEACONSFIELD - SPYTFONTEIN	584	0.761	2	2.74	Box	1
BEACONSFIELD - SPYTFONTEIN	585	0.889	2	0.445	Box	1
BEACONSFIELD - SPYTFONTEIN	586	1.297	2	0.445	Pipe	1
BEACONSFIELD - SPYTFONTEIN	587	1.552	1	2.8	Pipe	1
BEACONSFIELD - SPYTFONTEIN	588	2.273	1	3.6	Box	1
BEACONSFIELD - SPYTFONTEIN	589	2.283	1	1.85	Box	1
BEACONSFIELD - SPYTFONTEIN	590	2.412	2	1.85	Box	1
BEACONSFIELD - SPYTFONTEIN	591	3.23	1	1.25	Box	1
BEACONSFIELD - SPYTFONTEIN	592	3.548	1	2.14	Box	1
BEACONSFIELD - SPYTFONTEIN	593	4.978	1	3.4	Box	1
BEACONSFIELD - SPYTFONTEIN	594	6.346	1	3.7	Box	1
BEACONSFIELD - SPYTFONTEIN	595	7.292	1	3.7	Box	1
BEACONSFIELD - SPYTFONTEIN	596	0.407	2	1.74	Box	1
BEACONSFIELD - SPYTFONTEIN	597	0.407	3	1.83	Box	1
BEACONSFIELD - SPYTFONTEIN	598	0.407	2	2.74	Box	1
RIVERTON - MACFARLANE	599	280.25	1	99	Box	1
RIVERTON - MACFARLANE	600	286.415	1	59.4	Box	1
WINDSORTON ROAD - RIVERTON	601	264.013	1	40.7	Box	1
WINDSORTON ROAD - RIVERTON	602	268.92	4	237.6	Box	1
WINDSORTON ROAD - RIVERTON	603	272.246	1	59.4	Box	1
WINDSORTON ROAD - RIVERTON	604	272.396	2	118.8	Box	1
WINDSORTON ROAD - RIVERTON	605	272.617	1	59.4	Box	1
WINDSORTON ROAD - RIVERTON	606	273.373	1	59.4	Box	1
WINDSORTON ROAD - RIVERTON	607	273.782	5	616	Box	1
WINDSORTON ROAD - RIVERTON	608	274.695	1	39.6	Box	1
WINDSORTON ROAD - RIVERTON	609	275.018	1	7.7	Box	1
WINDSORTON ROAD - RIVERTON	610	275.783	1	7.7	Box	1
WINDSORTON ROAD - RIVERTON	611	276.428	1	39.6	Box	1
WINDSORTON ROAD - RIVERTON	612	276.872	1	39.6	Box	1
WINDSORTON ROAD - RIVERTON	613	277.92	2	121	Box	1
WINDSORTON ROAD - RIVERTON	614	278.72	1	59.4	Box	1
KIMBERLEY - BEACONSFIELD	615	307.15	1	83.6	Box	1
KIMBERLEY - BEACONSFIELD	616	307.49	1	50.6	Box	1
KIMBERLEY - BEACONSFIELD	617	307.55	1	81.4	Box	1
KIMBERLEY - BEACONSFIELD	618	307.689	1	39.6	Box	1
KIMBERLEY - BEACONSFIELD	619	307.711	1	37.4	Box	1
KIMBERLEY - BEACONSFIELD	620	308.127	1	39.6	Box	1
KIMBERLEY - BEACONSFIELD	621	308.907	1	39.6	Box	1
KIMBERLEY - BEACONSFIELD	622	309.33	1	26.4	Box	1
KIMBERLEY - BEACONSFIELD	623	309.545	1	35.2	Box	1
KIMBERLEY - BEACONSFIELD	624	309.946	2	83.6	Box	1
KIMBERLEY - BEACONSFIELD	625	310.043	2	79.2	Box	1
KIMBERLEY - BEACONSFIELD	626	310.108	1	39.6	Box	1
KIMBERLEY - BEACONSFIELD	627	310.14	2	19.8	Pipe	1
KIMBERLEY - BEACONSFIELD	628	310.189	1	39.6	Box	1
KIMBERLEY - BEACONSFIELD	629	310.273	1	39.6	Box	1
KIMBERLEY - BEACONSFIELD	630	310.316	1	57.2	Box	1
KIMBERLEY - BEACONSFIELD	631	310.384	1	42.9	Box	1
KIMBERLEY - BEACONSFIELD	632	310.407	1	37.4	Box	1
KIMBERLEY - BEACONSFIELD	633	310.51	1	37.4	Box	1
KIMBERLEY - BEACONSFIELD	634	310.576	1	61.6	Box	1
KIMBERLEY - BEACONSFIELD	635	310.665	1	37.4	Box	1
KAMFERSDAM - BEACONSFIELD	636	0.366	1	15.4	Pipe	1
KAMFERSDAM - BEACONSFIELD	637	0.433	1	48.4	Box	1
KAMFERSDAM - BEACONSFIELD	638	1.477	6	79.2	Pipe	1
KAMFERSDAM - BEACONSFIELD	639	1.492	4	52.8	Pipe	1
KAMFERSDAM - BEACONSFIELD	640	2.071	1	13.2	Pipe	1
KAMFERSDAM - BEACONSFIELD	641	2.703	1	13.2	Pipe	1
KAMFERSDAM - BEACONSFIELD	642	2.887	1	39.6	Box	1
KAMFERSDAM - BEACONSFIELD	643	3.143	1	80.3	Box	1
KAMFERSDAM - BEACONSFIELD	644	3.476	1	39.6	Box	1
KAMFERSDAM - BEACONSFIELD	645	3.822	2	13.2	Pipe	1
KAMFERSDAM - BEACONSFIELD	646	4.018	5	66	Pipe	1
KAMFERSDAM - BEACONSFIELD	647	4.021	1	13.2	Pipe	1
KAMFERSDAM - BEACONSFIELD	648	4.745	1	80.3	Box	1
KAMFERSDAM - BEACONSFIELD	649	4.886	1	39.6	Box	1
KAMFERSDAM - BEACONSFIELD	650	5.122	1	60.5	Box	1
KAMFERSDAM - BEACONSFIELD	651	5.122	3	50.16	Box	1
KAMFERSDAM - BEACONSFIELD	652	7.019	1	9.9	Pipe	1
KAMFERSDAM - BEACONSFIELD	653	7.057	1	9.9	Pipe	1
KAMFERSDAM - BEACONSFIELD	654	7.461	1	105.6	Box	1
KAMFERSDAM - BEACONSFIELD	655	7.534	1	60.5	Box	1
KAMFERSDAM - BEACONSFIELD	656	7.536	1	13.2	Pipe	1
KAMFERSDAM - BEACONSFIELD	657	8.094	1	31.9	Box	1
KAMFERSDAM - BEACONSFIELD	658	8.272	1	39.6	Box	1

KAMFERSDAM - BEACONSFIELD	659	8.719	2	79.2	Box	1
KAMFERSDAM - BEACONSFIELD	660	8.818	2	83.6	Box	1
KAMFERSDAM - KIMBERLEY	661	302.216	1	55	Box	1
KAMFERSDAM - KIMBERLEY	662	302.777	2	110	Box	1
KAMFERSDAM - KIMBERLEY	663	303.676	1	26.4	Box	1
KAMFERSDAM - KIMBERLEY	664	304.947	2	105.6	Box	1
KAMFERSDAM - KIMBERLEY	665	305.272	2	88	Box	1
KAMFERSDAM - KIMBERLEY	666	305.731	1	13.2	Box	1
KAMFERSDAM - KIMBERLEY	667	305.733	1	16.5	Pipe	1
KAMFERSDAM - KIMBERLEY	668	305.744	1	16.5	Pipe	1
VEERTIEN STROME - WARRENTON	669	228.901	1	39.6	Box	1
VEERTIEN STROME - WARRENTON	670	230.255	1	61.6	Box	1
VEERTIEN STROME - WARRENTON	671	230.538	1	40.7	Box	1
VEERTIEN STROME - WARRENTON	672	230.903	1	40.26	Box	1
VEERTIEN STROME - WARRENTON	673	231.315	1	60.5	Box	1
VEERTIEN STROME - WARRENTON	674	233.456	1	6.6	Pipe	1
VEERTIEN STROME - WARRENTON	675	233.606	1	6.6	Pipe	1
VEERTIEN STROME - WARRENTON	676	233.755	1	6.6	Pipe	1
VEERTIEN STROME - WARRENTON	677	233.905	1	6.6	Pipe	1
VEERTIEN STROME - WARRENTON	678	234.063	1	6.6	Pipe	1
VEERTIEN STROME - WARRENTON	679	234.203	1	6.6	Pipe	1
VEERTIEN STROME - WARRENTON	680	234.359	1	6.6	Pipe	1
VEERTIEN STROME - WARRENTON	681	235.097	1	61.6	Box	1
VEERTIEN STROME - WARRENTON	682	235.241	1	28.6	Box	1
WARRENTON - WINDSORTON ROAD	683	235.988	1	59.4	Box	1
WARRENTON - WINDSORTON ROAD	684	236.217	1	61.6	Box	1
WARRENTON - WINDSORTON ROAD	685	236.403	1	6.6	Pipe	1
WARRENTON - WINDSORTON ROAD	686	236.539	1	6.6	Pipe	1
WARRENTON - WINDSORTON ROAD	687	236.681	1	6.6	Pipe	1
WARRENTON - WINDSORTON ROAD	688	236.772	1	6.6	Pipe	1
WARRENTON - WINDSORTON ROAD	689	236.93	1	9.9	Pipe	1
WARRENTON - WINDSORTON ROAD	690	239.429	1	59.4	Box	1
WARRENTON - WINDSORTON ROAD	691	240.439	1	59.4	Box	1
WARRENTON - WINDSORTON ROAD	692	242.947	1	39.6	Box	1
WARRENTON - WINDSORTON ROAD	693	244.073	1	8.8	Box	1
WARRENTON - WINDSORTON ROAD	694	244.919	1	39.6	Box	1
WARRENTON - WINDSORTON ROAD	695	246.584	1	40.7	Box	1
WARRENTON - WINDSORTON ROAD	696	248.019	1	50.38	Box	1
WARRENTON - WINDSORTON ROAD	697	248.45	1	237.6	Box	1
WARRENTON - WINDSORTON ROAD	698	249.3	1	13.2	Pipe	1
WARRENTON - WINDSORTON ROAD	699	250.549	1	40.7	Box	1
WARRENTON - WINDSORTON ROAD	700	251.033	1	61.6	Box	1
WARRENTON - WINDSORTON ROAD	701	251.838	1	61.6	Box	1
WARRENTON - WINDSORTON ROAD	702	252.81	2	118.8	Box	1
WARRENTON - WINDSORTON ROAD	703	253.409	1	40.7	Box	1
WARRENTON - WINDSORTON ROAD	704	254.425	2	121	Box	1
WARRENTON - WINDSORTON ROAD	705	255.371	1	60.5	Box	1
WARRENTON - WINDSORTON ROAD	706	257.648	2	123.2	Box	1
WARRENTON - WINDSORTON ROAD	707	258.417	3	237.6	Box	1
WARRENTON - WINDSORTON ROAD	708	259.478	1	40.7	Box	1
WARRENTON - WINDSORTON ROAD	709	259.74	2	121	Box	1
WARRENTON - WINDSORTON ROAD	710	260.043	1	60.5	Box	1
WARRENTON - WINDSORTON ROAD	711	261.004	2	118.8	Box	1
WARRENTON - WINDSORTON ROAD	712	261.35	2	118.8	Box	1
WARRENTON - WINDSORTON ROAD	713	262.245	2	118.8	Box	1
TRANSCAPE - VEERTIEN STROME	714	226.618	1	8.8	Pipe	1
TRANSCAPE - VEERTIEN STROME	715	227.115	1	8.8	Pipe	1
TRANSCAPE - VEERTIEN STROME	716	228.108	1	39.6	Box	1
TRANSCAPE - VEERTIEN STROME	717	228.747	1	66	Box	1

CLEANING OF PIPES, CULVERTS AND BRIDGES

- 1) A list of the relevant culverts including their kilometreage is attached.
- 2) No work is to be done on top of the culvert next to the railway line.
- 3) The property adjacent to the Spoornet reserve may not be entered without prior permission from the Technical Officer.



- 4) Culverts to be cleaned in such a way as to permit the free-flow of water through the culvert to its maximum capacity. Water must not be able to dam in the culvert.
- 5) The spill wall created by the grader on the mech. road must be removed. Water must not be able to dam up here.
- 6) The soil removed from the culvert and ditch must not be dumped in heaps, but must be worked flat.
- 7) All chopped down vegetation must be removed from the cleaned area and packed in a suitable position next to the fence and tramped flat.
- 8) The culverts are not all built to the same standard the Technical Officer may give additional instructions owing to unique circumstances.

RFQ FOR THE CLEANING OF CULVERTS ON AN AS AND WHEN REQUIRED BASIS ON VARIOUS SECTIONS ON THE KIMBERLEY NORTH DEPOT

FOR A PERIOD OF 12 MONTHS

ANNEXURE A : B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

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

2. GENERAL DEFINITIONS

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

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their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

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

3. ADJUDICATION USING A POINT SYSTEM

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- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

[delete either column "Maximum 10" or "Maximum 20"]

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

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.

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- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good

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Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

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

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

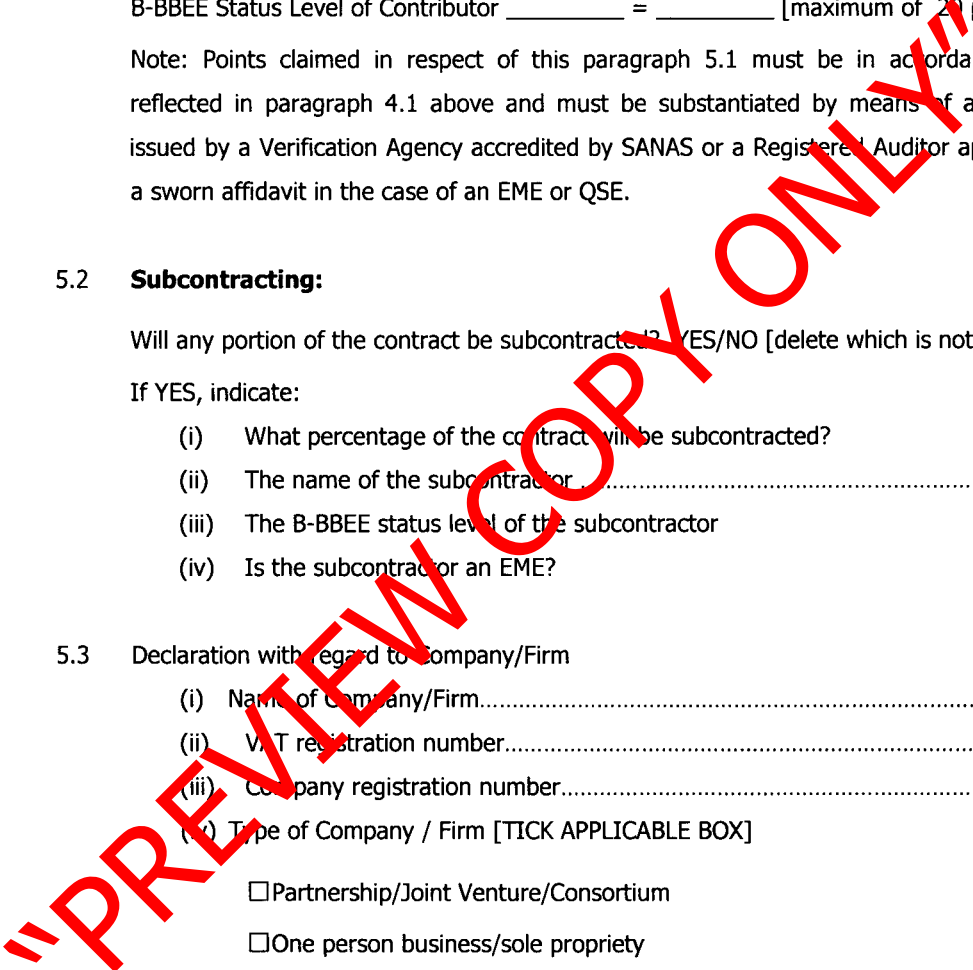
- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

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

(v) Describe Principal Business Activities

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier



Respondent's Signature

Date & Company Stamp

- Professional Service Provider
- Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....

BID DECLARATION

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

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

WITNESSES.

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:
 ADDRESS:.....



GENERAL BID CONDITIONS - SERVICES

[March 2015]

"PREVIEW COPY ONLY"

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.5 **RFP** shall mean Request for Proposal;
- 1.6 **RFQ** shall mean Request for Quotation;
- 1.7 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.8 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.9 **Service Provider** shall mean the successful Respondent;
- 1.10 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.11 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.12 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMISSION OF BID DOCUMENTS

- 3.1 A Bid which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

4 USE OF BID FORMS

- 4.1 Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.

- 4.3 Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- 5.2 Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

6 VALIDITY PERIOD

- 6.1 Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISIT / BRIEFING SESSION

Respondents may be requested to attend a site visit where it is considered necessary to view the site prior to the preparation of Bids, or where Transnet deems it necessary to provide Respondents with additional information relevant to the completion of their Bids. When such visits or sessions are indicated as compulsory in the Bid Documents, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Chairperson or Secretary of the relevant Acquisition Council.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 POST TENDER NEGOTIATIONS

Transnet reserves the right to conduct post tender negotiations with the preferred bidder or a shortlist of preferred bidders. Should Transnet decide to conduct post tender negotiations, bidders will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80/20 or 90/10 (whichever is applicable) and the contract will be negotiated and awarded to the successful bidder(s).

12 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

13 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its bid fails to:

- 13.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 13.2 accept an order in terms of the Bid;
- 13.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 13.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

14 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa (ZAR), save to the extent specifically permitted in the RFX.

15 PRICES SUBJECT TO CONFIRMATION

- 15.1 Prices which are quoted subject to confirmation will not be considered.
- 15.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

16 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

17 EXCHANGE AND REMITTANCE

- 17.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment

overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.

- 17.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 17.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.
- 17.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 17.5 Transnet will not recognise any claim for adjustment of the order price or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.
- 17.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 99 of 1991 [**VAT Act**].

18 ACCEPTANCE OF BID

- 18.1 Transnet does not bind itself to accept the lowest priced or any Bid.
- 18.2 Transnet reserves the right to accept any Bid in whole or in part.
- 18.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 18.4 Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

19 NOTICE TO UNSUCCESSFUL RESPONDENTS

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

20 TERMS AND CONDITIONS OF CONTRACT

- 20.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 20.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

21 CONTRACT DOCUMENTS

- 21.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 21.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 21.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

22 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

23 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

24 CONTRACTUAL SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [APG] and/or a performance bond [Performance Bond], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] calendar days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 24 will be for the account of the Service Provider.

25 DELETION OF ITEMS TO BE EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

26 VALUE-ADDED TAX

26.1 In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

26.2 In respect of foreign Services rendered:

- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal, and
- b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

27 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

27.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s), and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 27.1a) above. Failure to comply with clause 27.1a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 24 above [*Contractual Securities*].

27.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

28 DELIVERY REQUIREMENTS

28.1 Period Contracts

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

28.2 Progress Reports

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

28.3 Emergency Demands as and when required

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The "*Total or Partial Failure to Perform the Scope of Services*" section in the Terms and Conditions of Contract will not be applicable in these circumstances.

29 SPECIFICATIONS AND COPYRIGHT

29.1 Specifications

The Respondent should note that unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

29.2 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Terms and Conditions of Contract.

30 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

30.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.

30.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

30.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

30.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
 - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
 - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
 - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.
- 30.5 If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

31 CONFLICT WITH BID DOCUMENT

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall prevail.

32 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

32.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by reference. Below follows a condensed summary of this blacklisting procedure.

32.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.

32.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

32.4 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

32.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;

- b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
- c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Service or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

32.6 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;
- b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;
- c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
- d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.

32.7 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.

- 32.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.
- 32.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.
- 32.10 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

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Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

"PREVIEW COPY ONLY"

PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

- 1.1 Transnet and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 3.1 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The acceptance and giving of gifts may be permitted provided that:
- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
 - b) many low retail value gifts do not exceed R1 000 within a 12 month period;
 - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
 - d) a Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
 - e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
 - f) a Bidder / Supplier may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any bid evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
 - g) a Bidder / Supplier may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.
- 3.8 The Bidder / Supplier shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4 INDEPENDENT BIDDING

- 4.1 For the purposes of that Certificate in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- has been requested to submit a Bid in response to this Bid invitation;
 - could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- prices;
 - geographical area where Goods or Services will be rendered [market allocation];
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a Bid;
 - the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - bidding with the intention of not winning the Bid.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- 4.6 Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in

terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

- 4.7 Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion depending on the gravity of the misconduct.
- 5.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.4 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
- b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
- c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

6.6 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

6.7 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

7.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.

7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

- a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Bidder / Supplier; and
- f) Exclude the Bidder / Supplier from entering into any bid with Transnet in future.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship, between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

10 MONITORING

10.1 Transnet will be responsible for appointing an independent Monitor to:

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for less than R100,000.000 (one hundred million Rand) in value;
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for greater than R100,000.000 (one hundred million Rand) in value; and
- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier, irrespective of value.

10.2 The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Supplier Code of Conduct.

11 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of the Bidder / Supplier / Transnet. The Bidder / Supplier / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

12 DISPUTE RESOLUTION

12.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a supplier makes a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** where a supplier abuses the court process in order to gain a competitive advantage during a bid process.

13 GENERAL

13.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

13.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

13.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.

13.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

13.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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TRANSNET SOC LIMITED

(Registration no. 1990/000900//30)

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

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

2. Definitions

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

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

3. Procedural Compliance

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

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

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

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

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

4. **Special Permits**

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

5. **Health and Safety Programme**

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

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

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

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

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

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

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

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

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

6.3 The fall protection plan shall include:-

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

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

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

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

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

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

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

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

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

 - 6. Names 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 :- _____

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ACCEPTANCE OF DESIGNATION

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

Date : _____

Signature :- _____

Designation :- _____

ANNEXURE 3

(COMPANY LETTER HEAD)

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

DECLARATION

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

Signature :- _____

Date : _____

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

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

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

In terms of your contract/order with
 (company) _____

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

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

Signed : _____ Date : _____
 TECHNICAL OFFICER

ACKNOWLEDGEMENT OF RECEIPT

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

Name : _____ Designation : _____

Signature : _____ Date : _____

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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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.

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**

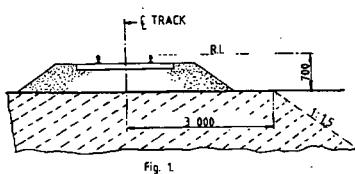
7.1 No temporary works shall encroach on the appropriate minimum clearances set out in Annexure 1 BE97-01 Sheets 1,2, 3 and 5 of 5.

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 covered 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 1, 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 Authorized 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**

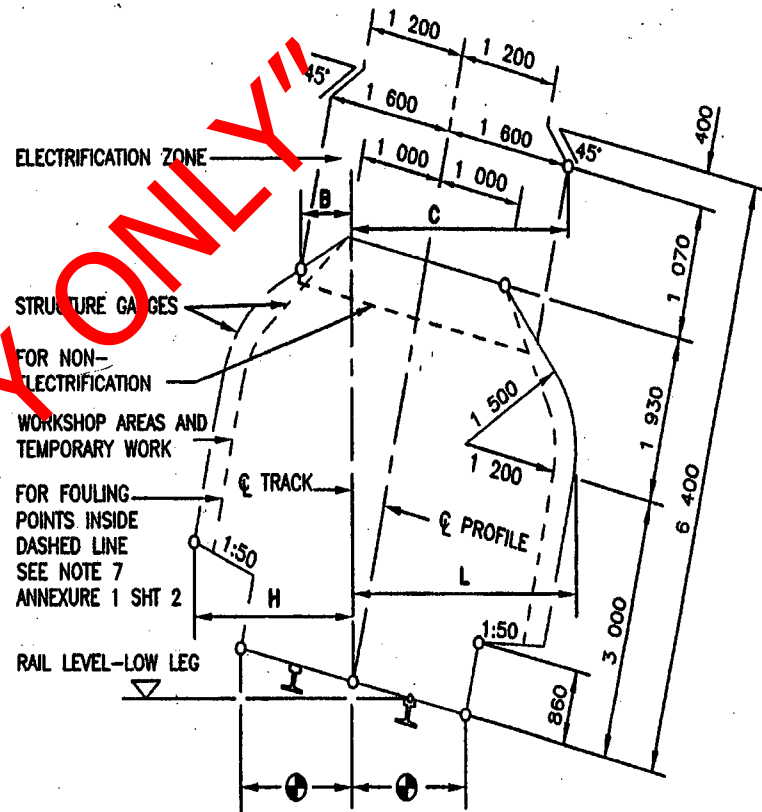
Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by Transnet, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

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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RADIUS (m)	WITH CANT		NO CANT	WITH CANT	
	H (mm)	L (mm)	H & L	B (mm)	C (mm)
90	2 730	3 090	2 780	1 130	2 100
100	2 700	3 030	2 750	1 140	2 050
120	2 650	2 970	2 700	1 160	2 010
140	2 620	2 920	2 660	1 175	1 990
170	2 590	2 870	2 630	1 190	1 970
200	2 570	2 820	2 600	1 205	1 950
250	2 550	2 790	2 580	1 230	1 920
300	2 540	2 760	2 560	1 250	1 900
350	2 530	2 730	2 540	1 270	1 890
400	2 520	2 710	2 530	1 290	1 875
500	2 510	2 680	2 520	1 320	1 850
600	2 500	2 660	2 510	1 340	1 830
800	2 490	2 620	2 500	1 365	1 790
1 000	2 480	2 600	2 490	1 380	1 760
1 200	2 480	2 580	2 490	1 200	1 730
1 500	2 480	2 560	2 480	1 415	1 700
2 000	2 480	2 500	2 480	1 440	1 660
3 000	2 470	2 470	2 470	1 500	1 600
>5 000	2 460	2 460	2 460	1 600	1 600

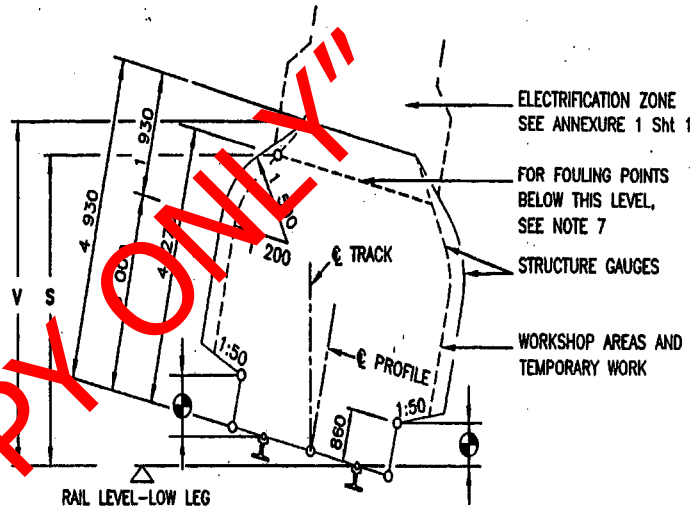


REMARKS:

1. H AND B IS THE REQUIRED HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
2. L AND C IS THE REQUIRED HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
4. FOR WORKSHOP AREAS AND TEMPORARY WORK, CLEARANCES H AND L MAY BE REDUCED BY 300mm.
5. ⊕ SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.
6. ALSO REFER TO REMARKS 4 TO 8 OF ANNEXURE 1 SHEET 2.

BE 97-01 Sht 2 of 5 DATE : JUNE 2000

LOCATION	RADIUS (mm)	NOT ELECTRIFIED	ELECTRIFIED (PRESENT OR FUTURE)	
		S (mm)	3KV & 25KV V (mm)	50KV V (mm)
	100	4 470	5 050	5 400
	300	4 410	5 020	5 370
	600	4 370	5 000	5 350
	1 000	4 350	4 990	5 340
	1 500	4 310	4 960	5 310
	2 000	4 290	4 940	5 290
	>3 000	4 270	4 930	5 280
* OVER OR NEAR POINTS AND CROSSING IF REQUIRED BY ELECTRICAL IRRESPECTIVE OF RADIUS			650	6 000



REMARKS:

1. V IS THE REQUIRED VERTICAL CLEARANCE EXCEPT WHERE REDUCED CLEARANCE S APPLIES.
2. S IS THE MINIMUM VERTICAL CLEARANCE FOR STRUCTURES AND TEMPORARY WORK OVER NON-ELECTRIFIED LINES.
3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
4. FOR APPLICATION AT CURVES
 - 4.1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 3m BEYOND THE ENDS OF THE CIRCULAR CURVE.
 - 4.2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - 4.3 FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 15m ALONG STRAIGHTS.
5. NEW STRUCTURES: SEE BRIDGE CODE.
6. TUNNELS: SEE DRAWING BE 82-35.
7. FOULING POINTS: SEE CLAUSE 8.1.
8. CLEARANCES ARE BASED ON 15m BOGIE CENTRES AND 21,2m VEHICLE BODY LENGTH.
9. Ⓢ SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.

ANNEXURE 1
SHEET 2 of 5
AMENDMENT

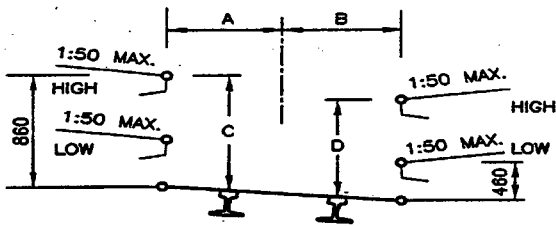
VERTICAL CLEARANCES :
1 065mm TRACK GAUGE

"PREVIEW"

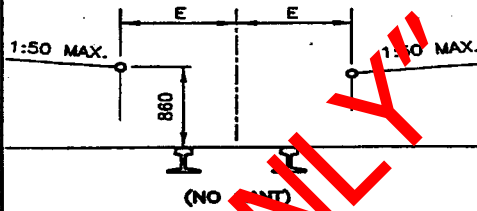
CLEARANCES : PLATFORMS

PLATFORMS : TRACK GAUGE 1 065mm

PASSENGERS



GOODS

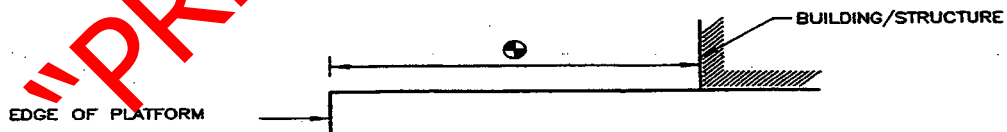


RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 780
140	1 580	1 700	890	810	1 750
170	1 550	1 660	890	810	1 720
200	1 530	1 630	890	820	1 690
250	1 520	1 600	890	820	1 640
300	1 520	1 580	890	830	1 620
350	1 520	1 560	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	870	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

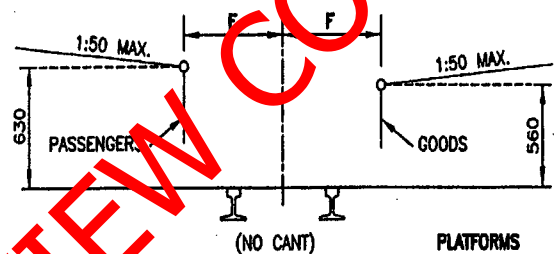
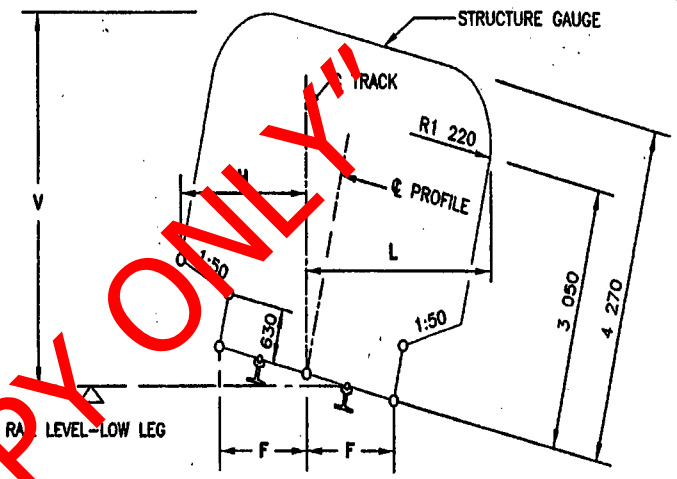
1. NO LIMIT TO BE APPLIED EXCEPT WHEN THE PLATFORM IS ON A RUNNING LINE.
2. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
3. 3m TO MAIN STATION-BUILDINGS AND 3m TO ALL OTHER STRUCTURES.
4. TOLERANCES : SEE CLAUSE 8.0.10.

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



BE 97-01 SHEET 5 OF 5 DATE : JUNE 2000

RADIUS (m)	WITH CANT		NO CANT	V (mm)
	H (mm)	L (mm)	H & L (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	2 340	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	2 230	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	2 160	2 160	2 160	4 270



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	1 350
600	1 330
1 000	1 320
>2 000	1 320
STRAIGHT	1 310

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:
 - 4.1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 2m BEYOND THE ENDS OF THE CIRCULAR CURVE.
 - 4.2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - 4.3 FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 18m ALONG STRAIGHTS.
- 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 1
SHEET 5 OF 5
AMENDMENT

CLEARANCES : 610mm TRACK GAUGE