

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 Work Permit, thereby acknowledging that he is aware that the electrical equipment is to be made "live". The Contractor shall advise all his workmen accordingly.

## 6.0 SPEED RESTRICTIONS AND PROTECTION

- 6.1 When speed restrictions are imposed by the network operator 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.
- 6.2 When the Contract Supervisor 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 the network operator's and the Contractor's personnel and assets, the public and including trains.
- 6.2.1 The network operator will provide training free of charge of the Contractor's flagmen and other personnel performing protection duties. The Contractor shall consult with the Contract Supervisor, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in the Manual for Track Maintenance (Document no. BBB0481):
- Drawing no. BE-97 Sheet 1: Horizontal Clearances: 1065mm gauge (Annexure 1 sheet 1)
  - Drawing no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (Annexure 1 sheet 2)
  - Drawing no. BE-97 Sheet 3: Clearances: Platform (Annexure 1 sheet 3)
  - Drawing no. BE-97 Sheet 5: Clearances: 610mm Gauge (Annexure 1 sheet 5)
- 6.3 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction which may be given by the network operator personnel providing protection.

## 7.0 ROADS AND ROADS ON THE NETWORK OPERATOR'S PROPERTY

- 7.1 The Contractor shall take every reasonable precaution to prevent damage to any roads or bridges used to obtain access to the site, and shall select routes, use vehicles, and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as is reasonably possible.
- 7.2 The Contractor shall not occupy or interfere in any way with the free use of any public or private road, right-of-way, path or street unless the Contract Supervisor has obtained the approval of the road authority concerned.

## 8.0 CLEARANCES

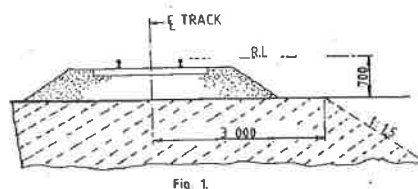
- 8.1 No temporary works shall encroach on the appropriate minimum clearances set out in the Manual for Track Maintenance (Document no. BBB0481):
- Drawing no. BE-97 Sheet 1: Horizontal Clearances: 1065mm gauge (Annexure 1 sheet 1)
  - Drawing no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (Annexure 1 sheet 2)
  - Drawing no. BE-97 Sheet 3: Clearances: Platform (Annexure 1 sheet 3)
  - Drawing no. BE-97 Sheet 5: Clearances: 610mm Gauge (Annexure 1 sheet 5)

## 9.0 STACKING OF MATERIAL

- 9.1 The Contractor shall not stack any material closer than 3m from the centre line of any railway line without prior approval of the Contract Supervisor.

## 10.0 EXCAVATION, SHORING, DEWATERING AND DRAINAGE

- 10.1 Unless otherwise approved by the Contract Supervisor any excavation adjacent to a railway line shall not encroach on the hatched area shown in Figure 1.



- 10.2 The Contractor shall provide, at his own cost any shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.
- 10.3 Where required by the Contract Supervisor, 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.
- 10.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Contract Supervisor.
- 10.5 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.

#### **11.0 FALSEWORK FOR STRUCTURES**

- 11.1 Drawings of falsework for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Contract Supervisor 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.
- 11.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Contract Supervisor 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 Contract Supervisor to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.

#### **12.0 PILING**

- 12.1 The Contract Supervisor will specify the conditions under which piles may be installed on the network operator's property.

#### **13.0 UNDERGROUND SERVICES**

- 13.1 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.
- 13.2 Any damage shall be reported immediately to the Contract Supervisor, or to the official in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.

#### **14.0 BLASTING AND USE OF EXPLOSIVES**

- 14.1 When blasting within 500m of a railway line, the Contractor shall observe the requirements stipulated in this specification.
- 14.2 No blasting shall be carried out except with the prior written permission of the Contract Supervisor and under such conditions as he may impose.
- 14.3 On electrified lines the Contractor shall also obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 21 days notice of his intention to blast. No blasting shall be done in the vicinity of electrified lines unless a member of the network operator's electrical personnel is present.
- 14.4 The Contractor shall arrange for the supply, transport storage and use of explosives.
- 14.5 The Contractor shall have labour, tools and plant, to the satisfaction of the Contract Supervisor, available on the site to clear immediately any stones or debris deposited on the track or formation by blasting, and to repair any damage to the track or formation immediately after blasting. Repairs to the track shall be carried out only under the supervision of a duly authorised representative of the network operator.
- 14.6 The Contractor shall notify the Contract Supervisor of his intention to blast at least 21 days before the commencement of any blasting operations.
- 14.7 Before any blasting is undertaken, the Contractor and the Contract Supervisor shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any existing cracking or damage to such structures, etc. The Contractor, shall, subject to the provisions stipulated in the Contract Insurance Policy, make good any deterioration of such buildings, houses, or structures, which, in the opinion of the Contract Supervisor, was directly caused by the blasting.
- 14.8 After completion of the blasting the Contractor shall obtain a written clearance from each landowner in

the vicinity of the blasting operations to the effect that all claims for compensation in respect of damage caused by the blasting operations to their respective properties, have been settled.

- 14.9 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).

- 14.10 Blasting within 500m of a railway line will only be permitted during intervals between trains. A person appointed by the Contract Supervisor, 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.

- 14.11 The flagmen described in clause 14.10, where provided by the network operator, are for the protection of trains and the network operator's 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.

- 14.12 The person described in clause 14.10 will record in a book provided and retained by the network operator, 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.

- 14.13 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 Contract Supervisor and the person who will do the blasting shall both sign the book whenever an entry described in clause 14.12 is made.

## **15.0 RAIL TROLLEYS**

- 15.1 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 Contract Supervisor and under the conditions stipulated by him.

- 15.2 All costs in connection with trolley working and any train protection services requested by the Contractor shall, be borne by the Contractor, unless otherwise agreed.

## **16.0 SIGNAL TRACK CIRCUITS**

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

- 16.2 No signal connections on track-circuited tracks shall be severed without the Contract Supervisor's knowledge and consent.

## **17.0 PENALTY FOR DELAYS TO TRAINS**

- 17.1 If any trains are delayed by the Contractor and the Contract Supervisor is satisfied that the delay was avoidable, a penalty will be imposed on the Contractor as stipulated in the contract, for the period and number of trains delayed.

## **18.0 SURVEY BEACONS AND PEGS**

- 18.1 The Contractor shall not on any account move or damage any beacon, bench mark, reference mark, signal or trigonometrical station in the execution of the Works without the written approval of the Contract Supervisor.

Should the Contractor be responsible for any such occurrence, he shall report the circumstances to the Contract Supervisor who will arrange with the Director-General of Surveys for replacement of the beacon or mark at the cost of the Contractor.

- 18.2 The Contractor shall not move or damage any cadastral or mining beacon without the written approval of the Contract Supervisor and before it has been referenced by a registered land surveyor. Any old boundary beacon, which becomes an internal beacon on creation of new boundaries, shall not be moved without the written approval of the Contract Supervisor.

Should the Contractor move or damage any cadastral or mining beacon without authority, he shall be responsible for having it replaced, at his cost, by a land surveyor.

- 18.3 The Contractor shall preserve all pegs and bench marks. Such survey points shall not be removed without the written approval of the Contract Supervisor. Should any peg or benchmark be removed without authority, the Contract Supervisor will arrange for its replacement and the cost will be recovered from the Contractor. No claim will be considered for delay in replacing any such peg or bench mark. Each peg replaced shall be checked by the Contractor.
- 18.4 Where a new boundary has been established, beacons on the fence line shall not be disturbed, and fence posts or anchors may not be placed or excavations made within 0,6 m of any beacon without the prior written approval of the Contract Supervisor.

## **19.0 TEMPORARY LEVEL CROSSINGS**

- 19.1 The Contract Supervisor may, on request of the Contractor, and if necessary for the purpose of execution of the Works, permit the construction of a temporary level crossing over a railway a line at a position approved by the Contract Supervisor and at the Contractor's cost. The period for which the temporary level crossing is permitted will be at the discretion of the Contract Supervisor.
- 19.2 The Contractor will provide protection and supervise the construction of the road over the track(s) and within the railway servitude at the level crossing, as well as the erection of all road signs and height gauges. All cost to be borne by the applicant.

The Contractor shall exercise extreme caution in carrying out this work, especially in respect of damage to tracks, services, overhead power and communications routes and prevent contact with "live" overhead electrical equipment.

Unless otherwise agreed, the Contractor will provide the service deviations or alterations to the network operator's track-, structure-, drainage-, electrical-, telecommunications- and train authorisation systems to accommodate the level crossing.

- 19.3 The Contractor shall take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the temporary level crossing to himself and his employees, his subcontractors and their employees, the staff of the network operator and to such other persons as the Contract Supervisor may permit and of whose identity the Contractor will be advised. If so ordered by the Contract Supervisor, the Contractor shall provide persons to control road traffic using the temporary level crossing. Such persons shall stop all road traffic when any approaching train is within seven hundred and fifty (750) metres of the temporary level crossing, and shall not allow road traffic to proceed over it until the lines are clear.
- 19.4 The Contractor shall maintain the temporary level crossing within the railway servitude in good condition for the period it is in use. A temporary agreement with the road authority to be concluded for the maintenance of the level crossing outside the railway servitude.
- 19.5 When the temporary level crossing is no longer required by the Contractor, or permitted by the network operator, the Contractor shall at his own cost remove it and restore the site and the network operator's track-, structure-, drainage-, electrical-, telecommunications- and train authorisation systems to its original condition. Work over the tracks and within the railway servitude will be supervised by the network operator.

## **20.0 COMPLETION OF THE WORKS**

- 20.1 On completion of the works, the Contractor shall remove all the remaining construction plant and material from the site, other than material which is the property of the network operator, and leave the site in a clean, neat and tidy condition. If material and plant is required for the liability and maintenance period the Contract supervisor must authorise it's retention on site.

## **21.0 PROTECTION OF PERSONS AND PROPERTY**

- 21.1 The Contractor shall provide and maintain all lights, guards, barriers, fencing and watchmen when and where necessary or as required by the Contract Supervisor or by any statutory authority, for the protection of the Works and for the safety and convenience of the public.

Red, yellow, green or blue lights may not be used by the Contractor as they can be mistaken for signals. Red, yellow, green or white flags shall only be used for protection by the Contractor. Within the precincts of a port the Contractor shall obtain the permission of the Port Captain before installing any light.



- 21.2 The Contractor shall take all the requisite measures and precautions during the course of the Works to:
- (i) protect the public and property of the public,
  - (ii) protect the property and workmen of both the network operator and the Contractor,
  - (iii) avoid damage to and prevent trespass on adjoining properties, and
  - (iv) ensure compliance with any instruction issued by the Contract Supervisor or other authorised person, and with any stipulation embodied in the contract documents which affects the safety of any person or thing.
- 21.3 The network operator will provide, at its own cost, protection for the safe working of trains during such operations as the Contract Supervisor may consider necessary. Protection by the network operator for any purpose whatsoever, does not absolve the Contractor of his responsibilities in terms of the Contract.
- 21.4 The Contractor shall take all precautions and appoint guards, watchmen and compound managers for prevention of disorder among and misconduct by the persons employed on the Works and by any other persons, whether employees or not, on the work site and for the preservation of the peace and protection of persons and property in the direct neighbourhood. Any relocation of camps because of disorder shall be at the Contractor's expense.
- 21.5 All operations necessary for the execution of the Works, including the provision of any temporary work and camping sites, shall be carried out so as not to cause veldt fires, ground and environmental pollution, soil erosion or restriction of or interference with streams, furrows, drains and water supplies.
- If the original surface of the ground is disturbed in connection with the Works, it shall be made good by the Contractor to the satisfaction of the land owner, occupier or responsible authority.
- 21.6 The Contractor shall take all reasonable steps to minimise noise and disturbance when carrying out the Works, including work permitted outside normal working hours.
- 21.7 Dumping of waste or excess materials by the Contractor shall, in urban areas, be done under the direction and control of, and at sites made available by the local authority. Dumping outside local authority boundaries shall be done only with the express permission and under the direction and control of the Contract Supervisor.
- 21.8 The Contractor shall comply with environmental protection measures and specifications stipulated by the Contract Supervisor and/or local and environmental authorities.
- 22.0 INTERFERENCE WITH THE NETWORK OPERATOR'S ASSETS AND WORK ON OPEN LINES**
- 22.1 The Contractor shall not interfere in any manner whatsoever with an open line, nor shall he carry out any work or perform any act which affects the security, use or safety of an open line except with the authority of the Contract Supervisor and in the presence of a duly authorised representative of the network operator.
- 22.2 The Contractor shall not carry out any work or operate any plant, or place any material whatsoever nearer than three metres from the centre line of any open line except with the written permission of the Contract Supervisor and subject to such conditions as he may impose.
- 22.3 Care must be taken not to interfere with or damage any services such as overhead wire routes, cables or pipes and optical fibre cable, except as provided for the work specified. The Contractor will be held responsible for any damage to or interruption of such services arising from any act or omission on his part or of any of his employees, or persons engaged by him on the Works. The cost of repairing, replacing or restoring the services, as well as all other costs arising from any damage to services, shall be borne by, and will be recovered from the Contractor.
- 22.4 Authority granted by the Contract Supervisor and the presence of an authorised representative of the network operator in terms hereof, shall not relieve the Contractor of his duty to comply with this specification.
- 23.0 ACCESS, RIGHTS-OF-WAY AND CAMPSITES**
- 23.1 Where entry onto the network operator's property is restricted, permission to enter will be given only for the purpose of carrying out the Works and will be subject to the terms and conditions laid down by the network operator.
- 23.2 The Contractor shall arrange for campsites, workplaces and access thereto as well as for any right-of-

way over private property to the site of the Works, and for access within the boundaries of the network operator's property. The owners of private property to be traversed shall be approached and treated with tact and courtesy by the Contractor, who shall, if necessary, obtain a letter of introduction to such property owners from the Contract Supervisor.

The Contractor shall be responsible for the closing of all gates on roads and tracks used by him or his employees. Except with the prior approval of the Contract Supervisor and the owner or occupier of any private land to be traversed, the Contractor shall not cut, lower, damage, remove or otherwise interfere with any fence or gate which is either on the network operator's property or on private property and which restricts access to the Works. Where such approval has been given, the Contractor shall prevent entry of animals or unauthorised persons onto the network operator's or private property, and shall make the fences safe against trespass at the close of each day's work.

- 23.3 The Contractor shall take all reasonable steps to confine the movement of vehicles and plant to the approved right-of-way to minimise damage to property, crops and natural vegetation.
- 23.4 When access is no longer required, and before completion of the Works, the Contractor shall repair, restore or replace any fence or gate damaged during execution of the Works to the satisfaction of the Contract Supervisor and shall furnish the Contract Supervisor with a certificate signed by the owner and occupier of land over which he has gained access to a campsite, workplace and the Works, certifying that the owner and occupier have no claim against the Contractor or the network operator arising from the Contractor's use of the land. Should the Contractor be unable to obtain the required certificate, he shall report the circumstances to the Contract Supervisor.

#### **24.0 SUPERVISION**

- 24.1 The Contract Supervisor will provide overall technical superintendence of the Works, and may direct the Contractor in terms of the provisions of the Contract or in respect of any measures which the Contract Supervisor may require for the operations of the network operator, the safety of trains, property and workmen of the network operator, and for the safety of other property and persons. The Contractor shall carry out the directions of the Contract Supervisor. The superintendence exercised by the Contract Supervisor, including any agreement, approval, refusal or withdrawal of any approval given, shall not relieve the Contractor of any of his duties and liabilities under the Contract, and shall not imply any assumption by the network operator or by the Contract Supervisor of the legal and other responsibilities of the Contractor in carrying out the Works.
- 24.2 The Contract Supervisor may delegate to any deputy or other person, any of his duties or functions under the Contract. On receiving notice in writing of such delegation, the Contractor shall recognise and obey the deputy or person to whom any such duties or functions have been delegated as if he were the Contract Supervisor.
- 24.3 The Contractor shall exercise supervision over the Works at all times when work is performed or shall be represented by an agent having full power and authority to act on behalf of the Contractor. Such agent shall be competent and responsible, and have adequate experience in carrying out work of a similar nature to the Works, and shall exercise personal supervision on behalf of the Contractor. The Contract Supervisor shall be notified in writing of such appointment which will be subject to his approval.
- 24.4 The Contractor or his duly authorised agent shall be available on the site at all times while the Works are in progress to receive the orders and directions of the Contract Supervisor.

#### **25.0 HOUSING OF EMPLOYEES**

- 25.1 The Contractor shall, where necessary, make his own arrangements for suitable housing of his employees. Where temporary housing is permitted by the Contract Supervisor on any part of the site, the Contractor shall provide suitable sanitation, lighting and potable water supplies in terms of the requirements of the local authority or the current network operator's specification; Minimum Communal Health Requirements in Areas outside the Jurisdiction of a Local Authority - E.4B, as applicable.
- 25.2 Fouling the area inside or outside the network operator's boundaries shall be prevented. The Contractor will be called upon by the Contract Supervisor to dispose of any foul or waste matter generated by the Contractor.

#### **26.0 OPTICAL FIBRE CABLE ROUTES**

- 26.1 The Contractor shall not handle, impact, move or deviate any optical fibre cable without prior approval.
- 26.2 Works that in any way affect the optical fibre cable requires prior approval from the Contract Supervisor

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who will determine the work method and procedures to be followed.

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

### 27.0 GENERAL

27.1 This specification is based on the contents of Transnet's publication ELECTRICAL SAFETY INSTRUCTIONS, 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 the network operator, and the onus rests on the Contractor to ensure that he obtains a copy.

27.2 This specification must be read in conjunction with and not in lieu of the Electrical Safety Instructions.

27.3 The Contractor's attention is drawn in particular to the contents of Part I, Sections 1 and 2 of the Electrical Safety Instructions.

27.4 The Electrical Safety Instructions 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).

27.5 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.

27.6 The Contractor shall regard all high-voltage equipment as "live" unless a work permit is in force.

27.7 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 the network operator's staff where this is necessary.

27.8 No barrier shall be removed unless authorised by the Electrical Officer (Contracts).

### 28.0 WORK ON BUILDINGS OR FIXED STRUCTURES

28.1 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.

28.2 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.

28.3 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.

### 29.0 WORK DONE ON OR OUTSIDE OF ROLLING STOCK, INCLUDING LOADING OR UNLOADING

29.1 No person may stand, climb or work, whilst on any platform, surface or foothold:

29.1.1 higher than the normal unrestricted access way, namely -

29.1.1.1 external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and

29.1.1.2 walkways between coaches and locomotives.

29.1.2 of restricted access ways in terms of the Electrical Safety Instructions namely -

29.1.2.1 the floor level of open wagons

29.1.2.2 external walkways or decks of road-rail vehicles, on-track maintenance machines and material trains.

29.1.3 Unauthorised staff working on these platforms must be directly supervised by duly authorised persons in terms of clause 607.1.3 of the Electrical Safety Instructions. These persons must attend the relevant electrical safety module training. A letter of training must then be issued by an accredited training authority. A Category C Certificate of Authority must be obtained from the



local depot examining officer.

- 29.2 When in the above positions no person may raise his hands or any equipment he is handling above his head.
- 29.3 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.
- 29.4 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.
- 29.5 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.
- 29.6 Where the conditions in clauses 30.1 to 30.4 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 the network operator and at the Contractor's cost, as an Authorised Person to work closer than 3 metres from "live" overhead conductors and under such conditions as may be imposed by the senior responsible electrical engineer of the network operator.

### **30.0 USE OF EQUIPMENT**

#### **30.1 Measuring Tapes and Devices**

- 30.1.1 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.
- 30.1.2 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.
- 30.1.3 Special measuring devices longer than 2 metres such as survey sticks and rods may be used if these are of non-conducting material and approved by the responsible Electrical Engineer of the network operator, but these devices must not be used within 3 metres of "live" high-voltage equipment in rainy or wet conditions.
- 30.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in clauses 31.1.1 to 31.1.3 are required.
- 30.1.5 The restrictions described in 31.1.1 to 31.1.3 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.

#### **30.2 Portable Ladders**

- 30.2.1 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.

### **31.0 CARRYING AND HANDLING MATERIAL AND EQUIPMENT**

- 31.1 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 such material should be carried by two or more persons so as to maintain it as nearly as possible in a horizontal position. The utmost care must be taken to ensure that no part of the material comes within 3 metres of any "live" high-voltage equipment.
- 31.2 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.
- 31.3 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.

### **32.0 PRECAUTIONS TO BE TAKEN WHEN ERECTING OR REMOVING POLES, ANTENNAE, TREES ETC.**

- 32.1 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.

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

32.3 The provisions of clauses 33.1 and 33.2 shall also apply to the erection or removal of columns, antennae, trees, posts, etc.

### 33.0 USE OF WATER

33.1 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.

### 34.0 USE OF CONSTRUCTION PLANT

34.1 "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.

34.2 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.

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

34.4 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.

34.5 Clauses 35.1 to 35.4 shall apply *mutatis mutandis* to the use of maintenance machines of any nature.

### 35.0 WORK PERFORMED UNDER DEAD CONDITIONS UNDER COVER OF A WORK PERMIT

35.1 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.

35.2 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.

### 36.0 TRACTION RETURN CIRCUITS IN RAILS

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

36.2 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 the network operator personnel.

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

- 36.4 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.

**37.0 HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY THE NETWORK OPERATOR**

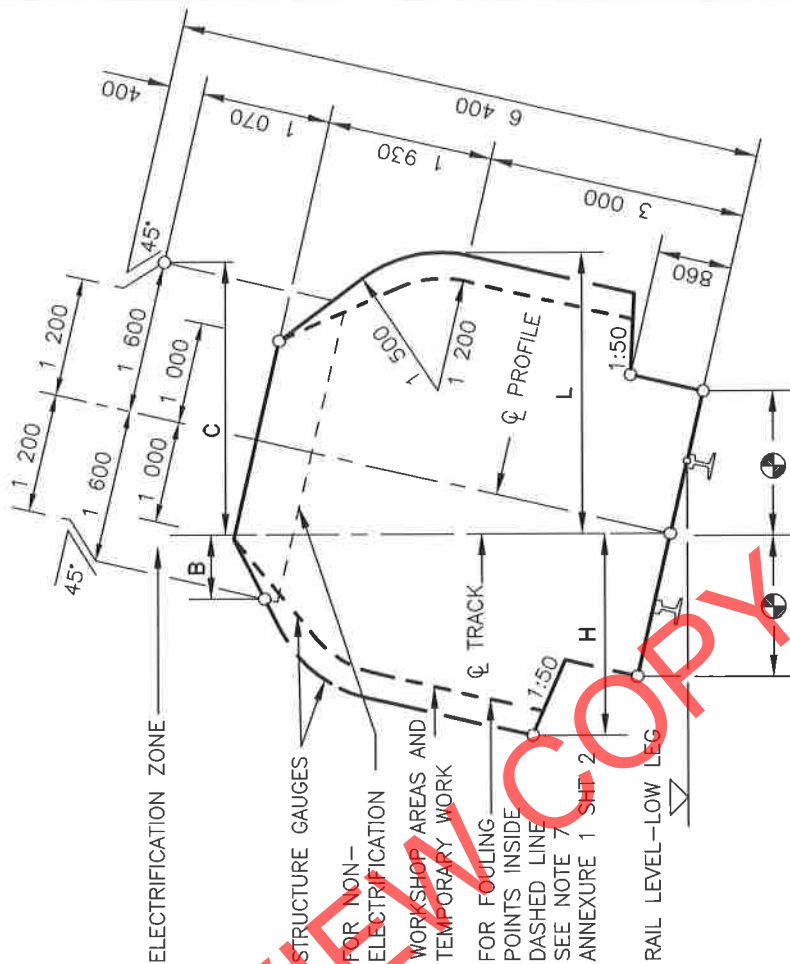
Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by the network operator, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

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.

END

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RADIUS (m)	WITH CANT		NO CANT H & L	WITH CANT	
	H (mm)	L (mm)		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	2 550	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.



# CLEARANCES : PLATFORMS

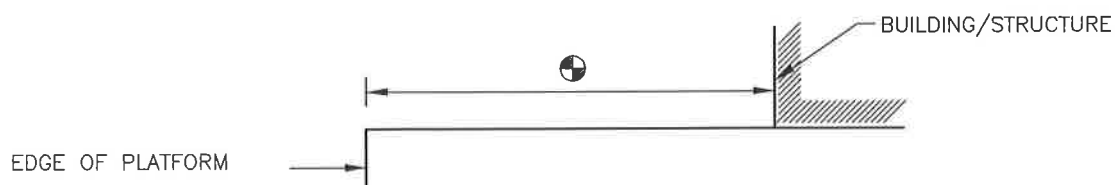
## PLATFORMS : TRACK GAUGE 1 065mm

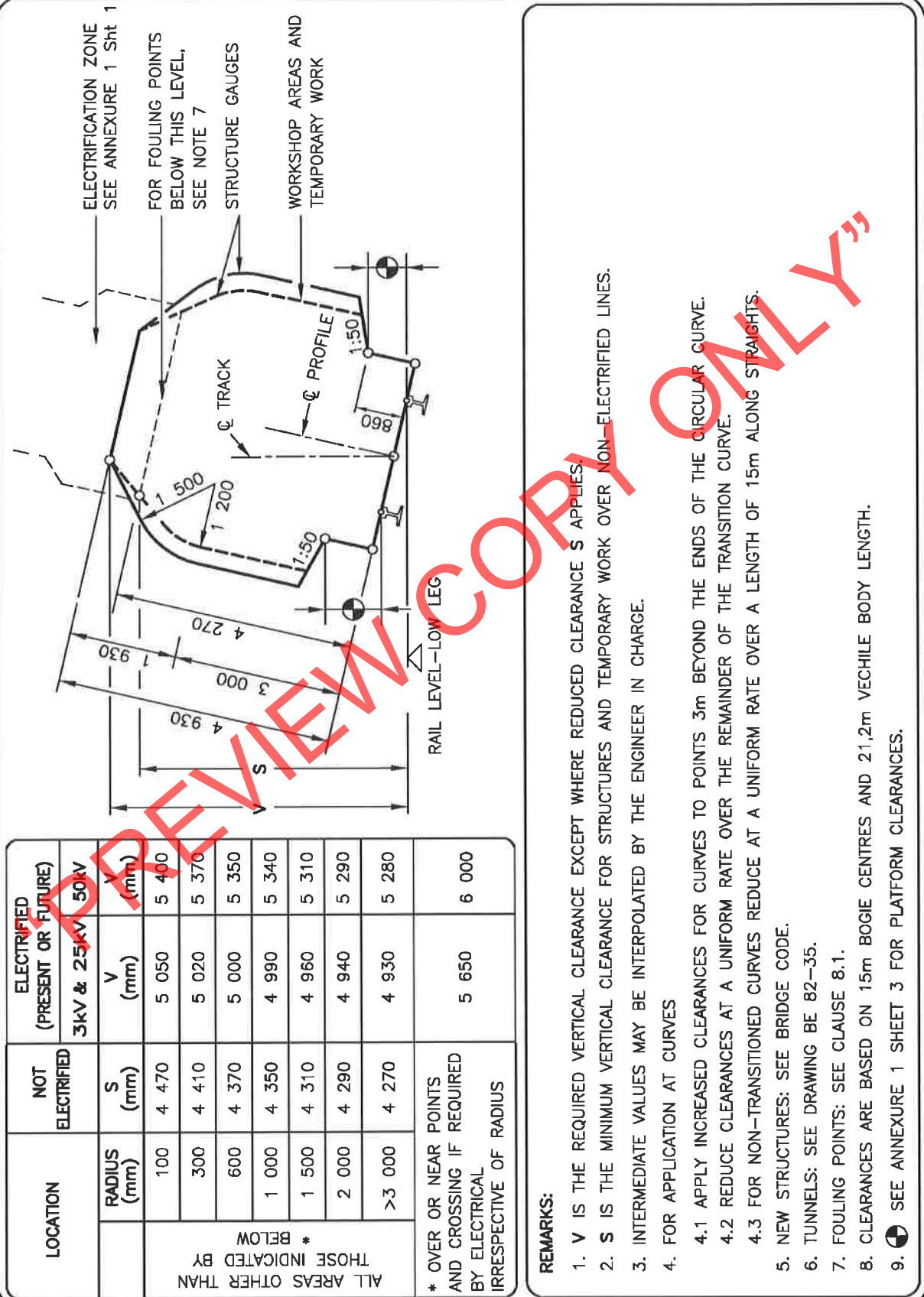
PASSENGERS					GOODS
RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 760
140	1 580	1 700	890	810	1 720
170	1 550	1 660	890	810	1 690
200	1 530	1 630	890	820	1 670
250	1 520	1 600	890	820	1 640
300	1 520	1 580	890	830	1 620
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 CANT TO BE APPLIED EXCEPT WHEN THE GOODS PLATFORM IS ON A RUNNING LINE.
2. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
3. 8m TO MAIN STATION-BUILDINGS AND 3m TO ALL OTHER STRUCTURES.
4. TOLERANCES : SEE CLAUSE 8.0.10.

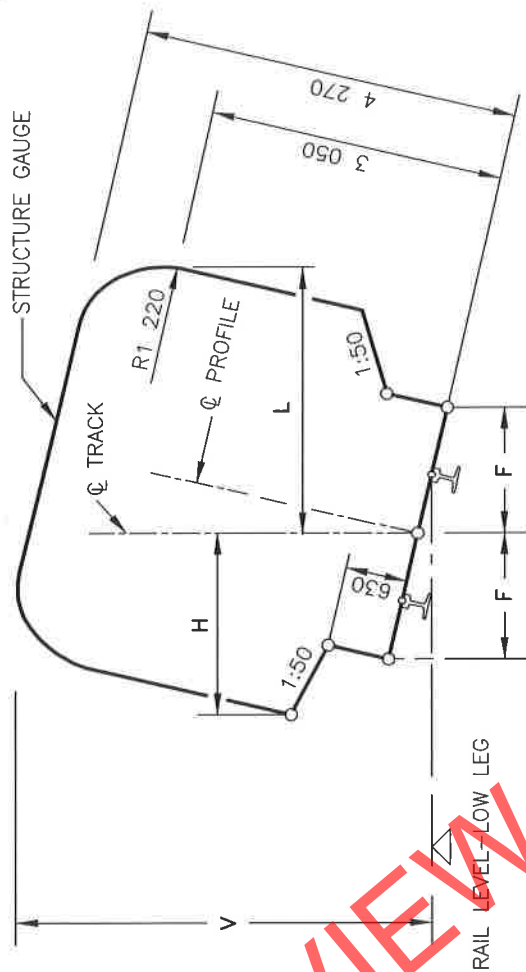
## STRUCTURES ON PLATFORMS : 1 065mm AND 610mm TRACK GAUGE





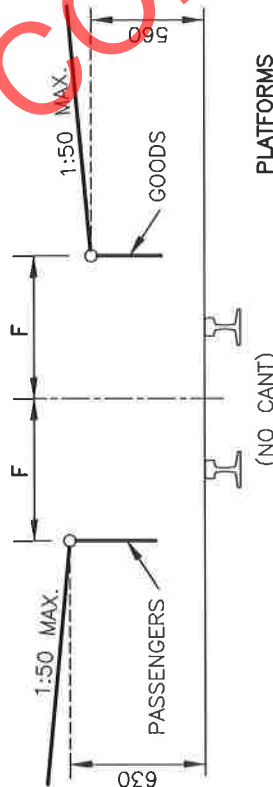
REMARKS:

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.



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

CLEARANCES



PLATFORMS

RADIUS (m)	WITH CANT		NO CANT	
	H (mm)	L (mm)	H & L (mm)	V (mm)
50	2 370	2 490	2 400	4 320
70	2 310	2 420	2 330	4 310
100	2 260	2 370	2 280	4 310
140	2 220	2 340	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

REMARKS:

1. H IS THE MINIMUM HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
2. L IS THE MINIMUM HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
3. V IS THE MINIMUM VERTICAL CLEARANCE.
4. 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.
5. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
6. ALSO REFER TO REMARKS 5, 6 AND 7 OF ANNEXURE 1 SHEET 2.
7. CLEARANCES ARE BASED ON 9 700mm BOGIE CENTRES AND 13 700mm VEHICLE BODY LENGTH.
8. SEE ANNEXURE 1 SHEET 3 FOR STRUCTURES ON PLATFORMS.

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## Part C4: Site Information

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**Part C4**

**SITE INFORMATION**

**CONTENTS**

<b>Item no.</b>	<b>Description</b>	<b>Page</b>
4.1	DESCRIPTION OF THE WORKS	1
4.2	EXTEND OF THE WORKS	1
4.3	LOCATION OF THE WORKS	1

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## Part C4

### Site Information

#### 4 Site Information

##### 4.1 **CONTRACT AREA**

The contract area will be the track owned or maintained by Transnet Freight Rail.

The Service Manager may require the machine to work outside the contract area mentioned above.

##### 4.2 **EXTENT OF THE WORKS**

The Contractor would be required to maintain the permanent track anywhere in the Country on any lines owned or maintained by Transnet Freight Rail for the period as specified in the Contract Data. Maintenance of permanent track will be required on open lines, tunnels, platform lines, and loop and yard lines. It will be required that all different types of activities are performed as prescribed in the various particular specifications.

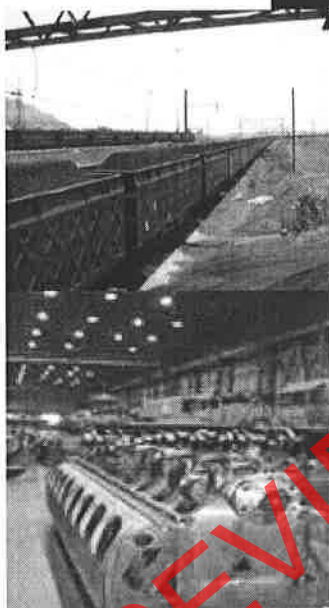
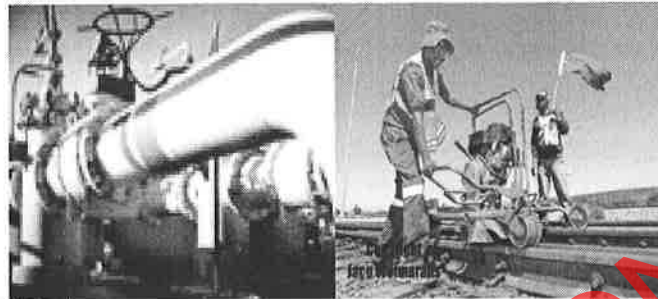
##### 4.3 **LOCATION OF THE WORKS**

4.3.1 The Service Manager's Deputy shall determine where the Work shall be performed. Maintenance of permanent track will be required on open lines, tunnels, platform lines, and loop and yard lines.

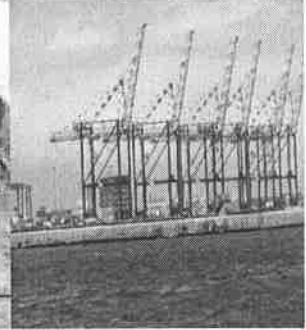
4.3.2 The Contractor may be required to work in areas where varying degrees and types of security situations are prevailing such as may occur in remote rural areas through to densely populated metropolitan areas. This could require the Contractor to work inside any of the Infrastructure Depot areas at any time of the year for any period of time.

4.3.3 The Service Manager's Deputy shall make the necessary arrangements to move the machinery by rail from one work site to another, and shall give the Contractor written notice of the date and time of departure. Major movements will be planned and the time allowed should be a minimum of 14 days or such shorter period as agreed.

4.3.4 Any delay to an announced move caused by the Contractor will render the machinery non-available for the period of such delay, excluding overnight stops.



**Transnet Procedure Manual**  
**Principal Controlled Insurance**  
**Contract Works**  
**Contractors Public Liability**  
**2012 / 2013**



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## Introduction

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## Introduction

TRANSNET SOC LIMITED insure all Projects / Contracts on a Principal Controlled Insurance Programme basis (including the Assembly and/or Erection of Plant and Machinery) in respect of Contract Works and Contractors Public Liability.

### Philosophy of the programme

- Transnet SOC Limited and its Operating Divisions and Specialist Units wish to control the risk exposures in this regard.
- Transnet SOC Limited, as a large organization, bulk-buys - resulting in preferential rates and cover.
- Simplified administration.
- Eliminates potential problems which usually occur when individual Contractors are responsible to arrange separate insurance.
- Includes the Contractor and/or Subcontractors as an insured party.

### The Transnet SOC Ltd Principal Controlled Insurance Programme comprises:

- Blanket Principal Controlled Contract Works Insurance hereinafter abbreviated as (BPCI) - This policy is specifically designed to provide indemnity for small contracts to a maximum estimated contract value of **R 5,0 million VAT exclusive inclusive of Free Issue Material.**
- Principal Controlled Contract Works Insurance hereinafter abbreviated as (PCI) - This policy provides indemnity for all contracts within the range of **R 5,0 million to R 100 million VAT exclusive inclusive of Free Issue Material.**
- Principal Controlled Contractors Liability Insurance hereinafter abbreviated as (PCI LIAB) - This policy provides indemnity for all contracts up to **R 100 million VAT exclusive inclusive of Free Issue Material.**
- Principal Controlled One Off Insurance hereinafter abbreviated as (PCI One Off) - This policy provides indemnity for all contracts with values in excess of **R 100 million VAT exclusive inclusive of Free Issue Material.**
- Project Specific Insurance herein after abbreviated as (PSI Projects) - This policy will indemnify any project comprising Multiple Packages.

#### NOTE

Insurance cover arrangements for these categories is subject to prior notification and arrangement with Group Risk Finance as specific underwriting information is required for soliciting quotations for cover.

- It is therefore important that Tender and eventual Contract documents reflect the fact that Transnet as the Principal (i.e. the Employer) arranges certain covers which incorporates cover on behalf of Contractor's and / or Subcontractor's.
- The concept does not relieve the contracting parties of their responsibilities for, amongst others, care of the works and liabilities to third parties.

## Insurance Responsibilities

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## Insurance Responsibilities

### 1. Cover arranged by Transnet as the Principal (Employer)

#### 1.1 Insurance Cover Applicable To All Contracts

Principal Controlled Insurance Programme	Estimated Contract Values any one Contract inclusive of Free Issue Material
Blanket PCI Contract Works <b>BPCI</b>	≤ R 5 million VAT exclusive
PCI Contract Works <b>PCI</b>	>R 5 million ≤ R100 million VAT exclusive
PCI Liability <b>PCI LIAB</b>	≤ R100 million VAT exclusive
PCI One Off Contract Works & Liability <b>PCI One Off's</b>	>R 100 million VAT exclusive
Project Specific Insurance Contract Works & Liability <b>PSI Projects</b>	>R 100 million VAT exclusive comprising multiple packages

#### Note

- **BPCI ; PCI ; PCI LIAB and PCI One Off's** are normally arranged for single contracts.
- **PSI Projects** in most instances comprise a multitude number of different packages included in a package plan and is normally managed by Transnet Capital Projects on behalf of the Operating Divisions.

#### 1.1.1 Contract Works Cover

Covering fortuitous physical loss or damage to the works, temporary works and materials for incorporation into the works whilst in inland transit and whilst at the contract site.

Limited to **R100,000,000** any one contract inclusive of Free Issue Material (**Exclusive of VAT**)

#### 1.1.2 Public Liability Cover

Covering legal liability arising out of or connection with the performance of the works on the contract site or sites designated by Transnet for purposes of the performance of the contract.

Limited to **R25,000,000** any one occurrence.

#### 1.1.3 Riot / Strike Cover (Contract Works)

Provided by:  
**SASRIA** (*South African Special Risks Insurance Association*) in respect of risks with RSA.





## 1.2 Additional Insurances (Optional)

- |                                   |   |
|-----------------------------------|---|
| <b>1.2.1 Marine Transit Cover</b> | Covering imports until delivered and checked on site.   |
| <b>1.2.2 Project Delay Cover</b>  | Covering consequential financial exposures due to delays following indemnifiable loss or damage to the works. |

The above information (including limits of insurance purchased) should be clearly spelt out in Tender and eventual Contract documentation including the deductible (excess) which are applicable and the fact that Contractor's and/or Subcontractor's are responsible for the deductible.

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## 2. Cover to be arranged by Contractor's/Subcontractor's

All Contractor's/Subcontractor's still remain fully responsible to arrange insurance in respect of the following:

- As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
- Employers Common Law Liability.
- Own plant, machinery, equipment and tools.
- Motor Vehicle Liability.
- Professional Indemnity (Defective Design).

This should also be clearly spelt out in Tender and eventual Contract documentation.

## 3. Cover to be arranged by Consulting Engineers, Architects & Other Professionals

Professional Indemnity (defects in Design, Plan or Specification).

Please ensure that Professional Service Providers do not contract out of their liability in this regard. (Please refer to Transnet Group Insurance for recommendation and approved limits).

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## Summary of Cover

### General

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## Summary of Cover

### The Insured Parties

- Transnet SOC Limited and / or its Subsidiary Companies as Principal or Employer.
- All Contractor's undertaking work for or on behalf of the Principal in execution of the Contract.
- All Subcontractor's employed by the Contractor and all other Subcontractor's (whether nominated or otherwise) engaged in the fulfillment of the Contractor.
- To the extent required by any Contract or Agreement suppliers manufacturers vendors or other persons engaged on the contract sites but only to the extent of loss damage or liability originating at the Contract Site (other than while the Property Insured is in transit) arising out of the performance of their Contract Site obligations.

### Insured Contracts

All contracts undertaken by the Insured involving but not limited to Design Construction, Testing, Commission in respect of new works, geotechnical and exploratory works, capital expenditure, upgrade, modification, maintenance and/or overhaul and/or refurbishment, renovation, retrofitting or alteration and/or additions to existing facilities and/or re-profiling of track, vegetation rehabilitation and ballast tamping activities undertaken by the Insured or other Insured Parties acting on their behalf but excluding:

- Contracts where the contract value including the value of Free Issue Material exceeds R100,000,000 (Exclusive of VAT).
- Contracts where the duration of the contract exceeds 36 months.
- Contracts where the contractual Defects Liability / Maintenance period exceeds 24 months.
- Contracts involving harbor wet risks being all work entailing or involving work in or upon water whether partially or fully submerged such as but not limited to quay walls, wharfs, seawalls, caissons, breakwaters, jetties, piers, deepening or widening and dredging of ports and other off-shore risks.
- Contracts involving construction or erection of Petrochemical Manufacturing Plant(s) such as Sasol but this exclusion shall not apply to pipelines and other works undertaken by or on behalf of Transnet Pipelines Limited.
- Contracts outside of the Republic of South Africa.  
In territories outside of South Africa it is required in terms of their Insurance Acts that insurance cover be placed with their local markets. It is therefore important that the Broker be advised at feasibility stage (prior to Tender documents being issued) should any contracts, whether as Principal or Contractor, take place in any Territory outside of the Republic of South Africa.

### Contract Site

Any location upon which the Insured Contract(s) is to be executed or carried out as more fully defined in the Insured Contract(s) documents together with so much of the surrounding area as may be designated for the performance of the Insured Contract(s) within the Republic of South Africa.



Principal Controlled Insurance Programme	Estimated Contract Values any one Contract inclusive of Free Issue Material
Blanket PCI Contract Works <b>BPCI</b>	≤ R 5 million VAT exclusive
PCI Contract Works <b>PCI</b>	>R 5 million ≤ R100 million VAT exclusive
SASRIA on Contract Works	≤ R100 million VAT exclusive
PCI Liability <b>PCI LIAB</b>	≤ R100 million VAT exclusive
PCI One Off Contract Works & Liability <b>PCI One Off's</b>	>R 100 million VAT exclusive
Project Specific Insurance Contract Works & Liability <b>PSI Projects</b>	>R 100 million VAT exclusive comprising multiple packages

- To extend the contract period beyond 36 months will attract an additional premium.  
(See Administrative Procedures herein).

## Declaration Procedure/Premium Payment Procedure

All Contracts up to R100m VAT exclusive including the value of Free Issue Material must be declared to Willis South Africa in terms of the attached declaration form marked as Annexure 1 prior to commencement of the Works and provision must be made against the Contract Number for payment of the premiums at the end of the Insurance Period namely 31<sup>st</sup> March 2013.

## Claims Reporting

- All incidents that could give rise to claim under the Principal Controlled Insurances, **HAVE TO BE** reported to the Willis / Insurer as soon as possible and in any event no later than 30-days after occurrence of the incident which may give rise to a claim under the Contract Works or Liability insurance.  
**Failing this, all benefits in terms of the Policy shall be voidable from date of occurrence.** It is essential that this condition is brought to the attention of Contractors in Tender/Contract Documents.
- All incidents / claims must be registered in terms of **Transnet SOC Unique Claim Numbering System** and captured on **TOMS**

## Policy Structure

There are two policies covering the Transnet Construction, Maintenance and Refurbishment contracts (but excluding contracts as described on page 9) as follows:-

### 1. Blanket PCI & PCI Policy MZAR10060 – (BPCI) & (PCI)

Principal Controlled Contract Works up to R100,000,000 any one contract including the value of Free Issue Material;

### 2. PCI Liability Policy S04089-12 – (PCI LIAB)

Principal Controlled Contractors Public Liability (PCI) in respect of Contracts up to R100,000,000 any one contract including the value of Free Issue Material with a Limit of Indemnity of R25,000,000; Projects in excess of R100,000,000 including the value of Free Issue Material must be referred to Transnet Group Insurance for further instructions.



## Summary of Cover

### Contract Works Insurance

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## Contract Works Insurance

### Synopsis of Cover

Accidental physical loss of or damage to the works or materials for incorporation in the works:

- During dismantling of property in connection with the Insured Contracts.
- Whilst in transit, including loading and unloading, or whilst temporarily stored at any premises en route to or from The Contract Site within the Republic of South Africa;
- During the preparation of The Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a Notice of Completion Certificate or similar evidence of legal transfer of risk in the whole or permanent works under the Insured Contract to the Employer;
- Where testing and commissioning of Property Insured is conducted by the Employer "completion" for purposes of this insurance to occur only after successful completion of all testing and commissioning of the whole of the permanent works under the Insured Contract;
- Where the permanent property insurance arranged by the Employer indemnify the Insured for completed portions of the Property Insured prior to completion of the whole of the permanent works under the Insured Contract, this insurance in respect of such completed portions of the Property Insured shall cease except as provided below;
- Work uncompleted or outstanding in terms of any certificate of completion, certificate of handover or similar document shall continue to be insured until its completion and the inception of the Contractual Defects Liability or Maintenance Period (as may be described in the Insured Contract) for such uncompleted or outstanding work where after the provision hereafter shall apply in respect of such work;
- During the Contractual Defects Liability or Maintenance Period (as may be described in the Insured Contract) pertaining to any part of the permanent works but only in respect of loss or damage:
  - i) arising from a cause occurring prior to commencement of such period of maintenance or defects liability period
  - ii) arising from any act or omission of the Insured their Servants, Agents, Suppliers or Subcontractors in pursuance of the Insured's obligations.

for which the Insured Contractor is responsible under the Contract.

### Contract Period Limitation

Maximum Contract period	36 months
Maximum Defects Liability / Maintenance Period	24 Months



## Limits of indemnity (VAT exclusive)

Contract Works (Any One Contract) including Free Issue Material	R100,000,000
Surrounding Property	R50,000,000
Surrounding Property – Worked Upon	R50,000,000
Surrounding Property – Watercraft	R50,000,000
Removal to Gain Access	R5,000,000
Documentation	R200,000
Debris Removal	R5,000,000
Claims Preparation Costs	R1,000,000
Maximum testing / commissioning period	60 days
Maximum un-sealed / un-primed base course limitation	5,000 metres
Maximum open trench limitation	5,000 metres

## Deductibles (VAT exclusive)

The deductible (excess) is the amount which the Contractor and/or Sub-Contractor is responsible for and this obligation must be reflected in the Tender and/or Contract Documents and the responsibility for same made clear.

The deductibles apply to each and every occurrence and in respect of all Contracts.

The deductibles are:

Loss or damage due to storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning	R 25,000
Loss or damage arising from any other cause	R 15,000
Removal of Debris	R 25,000
Loss or damage to Surrounding Property	R 75,000
Loss or damage to Documentation	R 5,000
Road Reserve / Servitude	R250,000

## All Contracts Entailing Trenching and / or Layer Works

Following additional Deductibles apply over and above the aforesaid deductibles: - i.e. in excess of 1,000 metres

Up to a maximum of 3,000metres	20% of loss / minimum R50,000
Up to a maximum of 5,000metres	20% of loss / minimum R100,000

**It is essential that this is brought to the attention of Contractor's. Where this restriction is not practical, specific arrangements for cover can be made with underwriters. They will, however, require detailed underwriting information and an additional premium may be charged.**



## Property Insured

The actual Contract Works and all material intended for incorporation into the Works (*including Free Issue Material\* the value of which has to be included in the Contract Value declared*) and Temporary Works.

### N.B.

Temporary works does not include mobile plant, constructional aids, equipment, structures or works (not being part of the permanent works) which are not intended to be removed from the Contract Site on completion of the Contract (other than scaffolding shuttering and formwork as well as construction equipment specifically designed and/or constructed for the Insured Contract and which is not intended for immediate re-use on another contract) or have no residual value at completion of the Contract (other than scrap value), solely due to their specialised nature.

\* **Note:** Where Transnet for the purposes of the Contract issues materials 'free of charge' to the Contractor such materials shall be and remain the property of the Transnet. Free Issue Material shall mean any material provided by or on Transnet's behalf which is to be used in the provision of the Service or incorporated into the Contract.

## Main Exceptions

- The amount of the policy deductible.
- Loss or damage of money or the like.
- Aircraft, waterborne vessels or craft.
- Construction plant, tools or equipment.
- Losses by disappearance / shortage discovered by taking of routine inventory.
- Defective material workmanship design plan or specification (but resultant damage covered).
- Cost of re-design, improvement, betterment or alteration.
- Consequential loss.
- Liquidated damages or penalties for delay in connection with guarantee or performance or efficiency.
- Air transit (unless in territorial limits).
- Ocean transit or whilst in storage thereafter (unless immediately inspected by an independent party after offloading from vessel).
- During the Contractual Defects Liability or Maintenance Period (as may be described in the Insured Contract) pertaining to any part of the permanent works but only in respect of loss or damage:
  - i) arising from a cause occurring prior to commencement of such period of maintenance or defects liability period
  - ii) arising from any act or omission of the Insured his Servants or Agents, in the course of the work carried out in pursuance of the Insured's obligations with regard to maintenance under the Contract.
- Wear, tear, gradual deterioration rust, corrosion or oxidation and normal up-keep.
- Electrical or mechanical breakdown or explosion to machinery or plant which has operated under load conditions prior to commencement of the Insured Contract or in respect of new machinery or plant which has occurred after a Testing / Commissioning Period of 60-days.
- Damage to any unsealed / unprimed or base course in excess of limitations as stated in the policy.
- Damage to any open trench in excess of the limitations as stated in the policy.
- War, asbestos and nuclear risks.
- Sinking (whether partial or in whole) of any watercraft arising out of or in consequence of any work undertaken below the load line ( international load line / plimsoll line).

## Cover Limitations

### Unsealed / Unprimed Base Course

- Unsealed / unprimed base course – cover limited to a maximum of 5,000 metres.

### Open Trench

- Open trench – cover limited to a maximum indemnity of 5,000 metres.

It is essential that the above limitations are brought to the attention of Contractor's. Where this restriction is not practical, specific arrangements for cover can be made with Underwriters. They will, however, require detailed underwriting information and an additional premium may be charged.

### Used Plant – Basis of Loss Settlement

Insured property which has operated under service conditions prior to attachment of cover:-

- Up to 5 years – cost of repair / reinstatement / replacement.
- In excess of 5 years - agreed value (calculated on basis of each life year (or part thereof) on present day New Replacement Value reduced proportionally over 20 years subject to residual of 20%).

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## Summary of Cover

### Contractors Public Liability Insurance

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## Contractors Public Liability Insurance

### Insured Contracts

All contracts undertaken by the Insured involving but not limited to Design Construction, Testing, Commission in respect of new works, geotechnical and exploratory works, capital expenditure, upgrade, modification, maintenance and/or overhaul and/or refurbishment, renovation, retrofitting or alteration and/or additions to existing facilities and/or re-profiling of track, chemical vegetation control, vegetation rehabilitation and ballast tamping activities undertaken by the Insured or other Insured Parties acting on their behalf but excluding:

- Contracts where the contract value including the value of Free Issue Material exceeds R100,000,000 (Exclusive of VAT).
- Contracts where the duration of the contract exceeds 36 months.
- Contracts where the contractual Defects Liability / Maintenance period exceeds 24 months.
- Contracts involving harbor wet risks being all work entailing or involving work in or upon water whether partially or fully submerged such as but not limited to quay walls, wharfs, seawalls, caissons, breakwaters, jetties, piers, deepening or widening and dredging of ports and other off-shore risks.
- Contracts involving construction or erection of Petrochemical Manufacturing Plant(s) such as Sasol but this exclusion shall not apply to pipelines and other works undertaken by or on behalf of Transnet Pipelines Limited.
- Contracts outside of the Republic of South Africa.  
In territories outside of South Africa it is required in terms of their Insurance Acts that insurance cover be placed with their local markets. It is therefore important that the Broker be advised at feasibility stage (prior to Tender documents being issued) should any contracts, whether as Principal or Contractor, take place in any Territory outside of the Republic of South Africa.
- Limited to a maximum contract period of 36 months followed by a maximum Defects Liability / Maintenance period of 24 months.

### Synopsis of Cover

Legal Liability to pay as compensation for and in consequence of:

- Death of or injury to or illness or disease contracted by any person.
- Loss of / or physical damage to tangible property.

Occurring during the period of insurance and arising out of or in connection with the performance of the Insured Contract(s).

## Limits Of Indemnity

Contractors Public Liability	R25,000,000 any one occurrence / unlimited for the Period of Insurance
Removal of Support	R25,000,000 unlimited for the Period of Insurance
Statutory Legal Defence Costs	R25,000,000 any one occurrence
Arrest / Assault / Defamation	R25,000,000 any one occurrence
Emergency Medical Expenses	R25,000,000 any one occurrence
Prevention of Access	R25,000,000 any one occurrence
Trespass / Nuisance	R25,000,000 any one occurrence
Claims Preparation Costs	R2,500,000 any one occurrence

## Deductibles

The deductible (excess) is the amount which the Contractor and/or Sub-Contractor is responsible for and this obligation must be reflected in the Tender and/or Contract Documents and the responsibility for same made clear.

The deductibles apply to each and every occurrence and in respect of all Contracts.

The deductibles are:

Loss of or damage to public utilities	R25,000
Spread of fire or burning of fire breaks	R250,000
Loss of or damage to any other property	R25,000
Loss of or damage to property arising from removal of support	R50,000
Loss of or damage arising from the burning of fire breaks	R250,000
Loss of or damage arising out of vegetation control including but not limited to the use of pesticides	R250,000



## Main Exceptions

- The amount of the policy deductible.
- Death or injury to own employees.
- Motor vehicle liabilities under legislation or as defined in Multi-lateral Motor Vehicles Accident Fund No. 93 of 1989 as amended.
- Claims in connection with ownership or use of aircraft or watercraft.
- Property belonging to the Insured or in his care custody and control (as defined in the Policy).
- Property forming part of Contract Works.
- Liquidated damages or penalties for delays or in respect of performance or efficiency guarantees.
- The cost of making good faulty workmanship materials design plan or specification in any part of the Property insured.
- Gradual pollution and contamination.
- Sudden unintended and unforeseen seepage, pollution or contamination including the cost of removing, nullifying or cleaning up in respect of both ocean and harbour going watercraft outside of dry dock.
- After completion and handover (inclusive of the contractual Defects / Maintenance period).
- Punitive damages.
- Ownership hiring or leasing of any airport or airstrip.
- War, asbestos and nuclear risks.

## Cover Limitation

Indemnity for removal of support is limited to R25,000,000.

If a higher limit of indemnity is required, the Employers Insurance Broker needs to be advised and underwriting information will need to be provided in advance (i.e prior to Tender stage) and this will entail an additional premium.

## Administrative Procedures

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## Administrative Procedures

### Arranging Insurance cover

#### The Operating Divisions and Specialist Units must

##### Prior to the commencement of each Contract:-

- ☛ Complete the Declaration Form per Part A as per Annexure 1 herein. Please note that in terms of SASRIA regulations where the Contract Value exceeds R2 million, the physical address of the Contract is mandatory. Where track is being worked upon, the start and end points are required.
- ☛ Date and sign the Declaration Form.
- ☛ Submit the Declaration Form to the Broker.

Cover will be effective from the date of receipt of the Declaration Form by the Broker who will acknowledge receipt of the same.

An Insurance Certificate and a SASRIA Coupon evidencing cover can be issued on specific request.

##### Prior to the expiry of each Declarations estimated completion date:-

- ☛ Confirm to the Broker that the contract will be completed on time.
  - ☛ On completion submit to the Broker a Declaration of the final contract value per Part B as per Annexure 1 herein.
- NB** If the original completion date is not going to be achieved, the period of insurance on the Declaration document will need to be extended and the Broker needs to be notified **prior to original completion date**.
- The Operating Divisions and Specialist Units (**prior to the expiry date of the certificate period**) has to advise the Broker in writing to extend the period of insurance and provide the new estimated completion date.
- NB** If a completion date needs to be extended and the Broker is not advised prior to the original completion date, all SASRIA cover will cease on the originally declared completion date as there is no hold covered arrangement with SASRIA.  
A new SASRIA Coupon will then only be issued for the extension period from the date when the Insurer is advised in writing by the Broker.  
Under these circumstances the new SASRIA Coupon will be subject to an additional premium, subject to the minimum premium.

This process needs to be followed by the Operating Divisions and Specialist Units until the time of completion is achieved.

##### Once the Contract has been completed:-

- ☛ The Operating Divisions and Specialist Units have to declare the final contract value to the Broker per Part B as per Annexure 1 herein.
- ☛ The deposit premium will then be adjusted accordingly.

**Failure by the Operating Divisions and Specialist Units to conform to the above procedure will result in cover being voided.**



## Contracts that require specific arrangements

All contracts that fall outside the scope of this Principal Controlled Insurance Programme have to be advised to Group Risk & Insurance prior to Tender and specific "One Off" cover will need to be negotiated.

These are:

- Contracts where the contract value including the value of Free Issue Material exceeds R100,000,000 (Exclusive of VAT).
- Contracts where the duration of the contract exceeds 36 months.
- Contracts where the contractual Defects Liability / Maintenance period exceeds 24 months.
- Contracts involving harbor wet risks being all work entailing or involving work in or upon water whether partially or fully submerged such as but not limited to quay walls, wharfs, seawalls, caissons, breakwaters, jetties, piers, deepening or widening and dredging of ports and other off-shore risks.
- Contracts involving construction or erection of Petrochemical Manufacturing Plant(s) such as Sasol but this exclusion shall not apply to pipelines and other works undertaken by or on behalf of Transnet Pipelines Limited.
- Contracts outside of the Republic of South Africa.

Contracts where cover limitations will be exceeded or where cover warranties cannot be complied with need to be discussed with the Employers Insurance Broker's personnel prior to contract award date to enable the Broker to make specific arrangements with Underwriters. This will however require detailed Underwriting Information and an additional premium may be charged.

In order to ensure that Contractor's and site staff are aware of procedures a copy of this Procedure Manual must be supplied to the contract administrators and each Contractor on award of contract .





## BPCI PCI AND PCI PL

BLANKET PRINCIPAL CONTROLLED INSURANCE - CONTRACT  
DECLARATION AND EXTENSION TEMPLATES**Procurement & Depots, on receipt of this attachment please:**

This schedule only applies to Contracts max value R 100,0 million inclusive of Free Issue Material but exclusive of VAT

- a) Save electronic versions of New Contract and Contract Extension templates on computers for future month usage

Create schedules for each month i.e. use "copy function" to create schedules for each month i.e. April 2012 May 2012 June 2012 etc.)

- b) Complete register from the first to last day of month in respect of:
- New contracts declared during the month
  - **Purchase Order Numbers must be inserted below the contract number on the register refer column in yellow**

**Purchase Order numbers:** No Confirmation of Insurance will be issued in the absence of the purchase order number

- Contracts of which the contract periods have to be extended
- c) Monitor contracts declared/ extended on monthly basis i.e. forward register "as attachment" [Andrew.Buys@willis.com](mailto:Andrew.Buys@willis.com); [Lambm@willis.com](mailto:Lambm@willis.com) and [nico.steyn@transnet.net](mailto:nico.steyn@transnet.net)  
[Izak.Conradie@Transnet.net](mailto:Izak.Conradie@Transnet.net)
- d) Follow up all discrepancies with **Willis** in order to rectify problems
- e) Capture premium payment amounts **excluding** VAT on schedule to keep reserves for annual adjustment
- f) Follow up outstanding Confirmation of Insurance from brokers
- g) Submit "Nil Return" Registers in the event of no new contracts declared or where no contract period extensions were required during a specific month i.e. **"APRIL 2012-Nil"**

## Claims Procedure

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## Claims Procedure

In the event of any incident or occurrence, which is likely, to give rise to a claim under the Insurance arranged by Transnet the following procedures shall be adhered to in addition to any statutory or other requirements contained in the Contract.

All incidents that could give rise to claim under the Principal Controlled Insurances, **HAVE TO BE** reported to the Broker / Insurer as soon as possible and in any event no later than a **30 (thirty)** day period from date of incident.

**IMMEDIATELY** advise **Willis South Africa (Attention Andrew Buys and Mike Lamb)**.

At the same time complete the **Incident Advice Form (Annexure 2 herein)** and submit to **Willis South Africa**.

- ☛ Losses involving **theft or malicious damage** must be reported to the police and a police reference number obtained and recorded.
- ☛ The Employer, Contactor(s) or Sub-Contractor(s) shall allow free access to Insurers' Loss Adjuster(s) and / or Employer's Insurance Broker for the purpose of investigation and assessing the loss or damage.
- ☛ The Employer, Contractor(s) shall **not** deal direct with the Insurers other than by co-operating with their Loss Adjuster(s) and / or the Employers Insurance Broker.
- ☛ No **Admission of Liability** shall be made by the Employer, Contractor(s) or Sub-Contractor(s) in the event of damage or loss to third party property or injury or death of third party persons.
- ☛ Letters from claimants should be passed to **Willis South Africa** as soon as possible via the Employer if necessary.
- ☛ In the event of immediate repairs being necessary in the interest of safety, the Contractors may with the Employer's permission proceed with such repairs.
- ☛ The Employer shall immediately advise **Andrew Buys and Mike Lamb at Willis South Africa**.
- ☛ Other than in the circumstances described above the Contractor shall not proceed with the making good of any loss without the prior authorization of the Employer who shall advise the Insurer's appointed Loss Adjuster(s) and **Andrew Buys and Mike Lamb of Willis South Africa**.
- ☛ Upon commencement of the making good of any loss, the Contractor shall keep separate records of the costs involved in making good such loss and these records must be authenticated by the Employer for submission to the Insurer's or their Loss Adjuster(s). Such records shall include, inter alia, the entire cost of labour, materials, transport and equipment.
- ☛ The basis upon which the Insurers will indemnify loss or damage is the cost of repair or replacement of the loss or damage including, inter alia, transport and overheads.
- ☛ On completion of the making good of any loss the records of the costs involved having been authenticated by the Employer shall be sent to the Insurer's via their Loss Adjuster(s) and copied to **Willis South Africa (Mr Andrew Buys and Mike lamb)** for processing.
- ☛ Upon the amount of the loss or damage being agreed upon by the Insurer's Loss Adjuster(s) and the Contractor, an "Agreement of Loss" form will be signed by the Contractor and Employer.
- ☛ The amount agreed upon by the Insurers, the Contractor and the Employer shall be paid by the Insurers to the Employer net of the deductible, who will arrange for the payment to be made to the Contractor as appropriate after deduction of the first amount payable.

**All incidents which could give rise to a claim under the insurances arranged by the Principal / Employer must be notified to the Broker without delay, per the procedures set out above**

**South Africa Personnel**

**Willis South Africa**

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## Willis South Africa Personnel

Willis South Africa personnel are at all times available for advice, please feel free to contact :-

- **Andrew Buys**  
Account Advocate  
Tel No. (011) 011 082 8704  
Fax No. (011) 784 1610  
E-Mail [buysa@willis.com](mailto:buysa@willis.com)
  
- **Mike Lamb**  
Construction Broker  
Tel No. (011) 011 082 8722  
Fax No. (011) 784 1610  
E-Mail [lambm@willis.com](mailto:lambm@willis.com)

### TRANSNET GROUP RISK MANAGEMENT

**Julie Naik**  
Tel No (011)308-2718  
E-Mail [Julie.naik@transnet.net](mailto:Julie.naik@transnet.net)

## Annexure 1

Transnet Principal Controlled Construction Insurance

**Programme Contract Award Declaration (Part A),**

**Contract Completion Declaration (Part B)**

**Contract Variation Declaration (Part C)**

**Project Specific One Off or Multiple Packages R 100 m  
and above (Form A1)**

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**CONTRACT DECLARATION FOR  
BPCI, PCI, PCI LIABILITY BELOW R100,000,000**

Only complete sections with white background

SEND TO THE BROKER	FROM
Willis South Africa (Pty) Ltd P O Box 55509 Northlands 2116	TRANSNET Postal Address:
Attention: Mike Lamb E-mail: <a href="mailto:lambm@willis.com">lambm@willis.com</a>	Represented by: Email:
Tel No : +27(0) 11 535-5400 Fax No: +27(0) 11 784-1610	Tel No: Fax No:

**PART A 1: CONTRACT AWARD INFORMATION**

CONTRACT NUMBER		
PURCHASE ORDER		
DECLARATION REGISTER CONTROL NUMBER		
DESCRIPTION OF CONTRACT WORKS:		
CONTRACT VALUE AT AWARD (VAT EXCLUSIVE)		
ESTIMATED VALUE OF FREE ISSUE SUPPLIED TO CONTRACTOR (VAT EXCLUSIVE)		
<b>COVER SELECTION</b>	<b>CONTRACT WORKS &amp; LIABILITY</b>	<b>CONTRACTORS LIABILITY ONLY</b>
INSERT YES /NO UNDER THE SELECTED COVER		
PHYSICAL ADDRESS WHERE CONTRACT IS TAKING PLACE		
CONTRACT AWARD DATE		
CONTRACT COMMENCEMENT DATE		
EXPECTED CONTRACT COMPLETION DATE		
CONSTRUCTION PERIOD(MONTHS)		
MAINTENANCE PERIOD (MONTHS)		



PART A2: OPTIONAL INSURANCE REQUIRED:		INSERT (YES/NO) BELOW
1.	IS REMOVAL OF SUPPORT COVER REQUIRED?	
2.	DOES THIS CONTRACT EVIDENCE AN EXPOSURE WHICH CAN BE COVERED BY PROJECT DELAY INSURANCE?	
3.	WILL TRANSNET/CONTRACTOR/SUB-CONTRACTOR BE IMPORTING MATERIALS/ EQUIPMENT FOR THE CONTRACT THAT REQUIRES MARINE CARGO IMPORT INSURANCE?	
IF REQUIRED, PROVIDE FULL DETAILS TO BROKER		

PART A3: CONTRACTORS LIABILITY COVER ONLY		
DOES THIS CONTRACT ENTAIL WORK IN THE FOLLOWING CATEGORIES WHERE THE EXPOSURE TO OWN DAMAGE (DAMAGE TO WORKS) IS NIL OR NEGLIGIBLE. INSERT YES/ NO AS APPLICABLE BELOW		
1.	CHEMICAL CONTROL OF VEGETATION	
2.	VEGETATION REHABILITATION	
3.	BALLAST TAMPING	
4.	TRACK RE-PROFILING (including Welding/Grinding)	
5.	BURNING OF FIRE BREAKS	
6.	GEOTECHNICAL AND EXPLORATORY WORKS	

CONTRACTORS DETAILS		
<b>PART B: CONTRACT COMPLETION DECLARATION</b> COMPLETION OF THIS SECTION IS COMPULSORY AND MUST BE SUBMITTED TO ARRANGE PREMIUM ADJUSTMENT ON COMPLETION OF WORKS.		
CONTRACT COMPLETION DATE		
ENDORSEMENT/CERTIFICATE NUMBER		
EXPIRY OF MAINTENANCE PERIOD		
FINAL CONTRACT VALUE (VAT EXCLUSIVE)		
ACTUAL VALUE OF FREE ISSUE SUPPLIED TO CONTRACTOR (VAT EXCLUSIVE)		
	ORIGINAL DECLARATION	COMPLETION OF WORKS
ORIGINATOR / SIGNATURE		
DATE		



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PART C – CONTRACT VARIATION / EXTENSION DECLARATION

---

CONTRACT NUMBER

---

TITLE OF CONTRACT

---

NEW CONTRACT COMPLETION DATE

---

ENDORSEMENT/CERTIFICATE NUMBER

---

EXPIRY OF MAINTENANCE PERIOD

---

NEW CONTRACT VALUE (VAT Exclusive)

---

ACTUAL VALUE OF FREE ISSUE SUPPLIED TO CONTRACTOR (VAT Exclusive)

---

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# Project Specific One Off or Multiple Packages R100,000,000 and above Insurance Notification Form

## CONTACT DETAILS

Name

Division/Office

Telephone Number

Fax Number

Email Address

## PROJECT INFORMATION

Project Title

Project Location

Principal Contractor

Role of Transnet

Joint Venture Partners (%)

Design & Construct

☐

Construct Only

☐

Other?

☐

Please advise details

## PROJECT DETAILS

Scope of Works

Project Value (Estimate)

Currency

Contract Value

R

Transnet Supplied Materials

R

Surrounding Property being  
worked upon

R

R

(When Transnet  
to Insure)

Total Sum Insured

R



Project Value Breakdown

Type of Works

% of Total Project  
Value (Include  
Principal Materials)Wharves, Jetties, Piers, Marinas,  
Causeways, Breakwaters and Drydocks

Wet Risk Works (other than above)

Tunnel Works

Offshore Works

Pipeline Works

Horizontal Drilling

Dry Civil Works (eg, Earthworks &amp; Bridges)

Building Works

Mechanical Works

Dams

All Other Contracts

Duration (Estimate)

Construction Period

Testing Period

Defects Period

/ / to / /

Months

Months

**INSURANCE**

<b>Insurance Arranged By</b>	<b>Transnet</b>	<b>Contractor</b>	<b>Sum Insured/Currency</b>
Construction Risks (Works)	<input type="checkbox"/>	<input type="checkbox"/>	
Public Liability	<input type="checkbox"/>	<input type="checkbox"/>	
Professional Indemnity	<input type="checkbox"/>	<input type="checkbox"/>	
Construction Plant & Equipment	<input type="checkbox"/>	<input type="checkbox"/>	
Marine Hull/Plant/Liability	<input type="checkbox"/>	<input type="checkbox"/>	
Transits (Inland/Overseas)	<input type="checkbox"/>	<input type="checkbox"/>	
Employer's Liability	<input type="checkbox"/>	<input type="checkbox"/>	
Automobile Liability	<input type="checkbox"/>	<input type="checkbox"/>	
Aviation Liability	<input type="checkbox"/>	<input type="checkbox"/>	

**TRANSIT RISKS**

Please provide details of major transit for which you are responsible

Inland ☐ Overseas ☐

Major Journeys

Maximum Value Any One Item

R

Maximum Value Any One Shipment

R

Total Estimated Sendings for the Project

R

Description of Cargo

Method of Conveyance

Road ☐Rail ☐Air ☐Ocean/Sea ☐Inland Waterway ☐



**DESIGN RISKS**

For Design & Construct Contracts:

Will Transnet engage an independent designer? ☐ Yes ☐ No

If yes to the above, please advise name of company \_\_\_\_\_

Confirm limit of PI Insurance to be carried by independent designer R \_\_\_\_\_

Does the contract involve any novation of design liability from the Principal? ☐ Yes ☐ No

**OFFSITE STORAGE**

Provide details for offsite storage of materials where this exceeds R1,000,000 at any one location

**GENERAL RISK INFORMATION**

Please provide a copy of the following

- (a) Contract drawings
- (b) General conditions of contract (including any amendment thereto) referring to insurance and indemnity obligations, annexure pages, schedules and defect liability obligations
- (c) Works programme (gant charts, etc)
- (d) Scope of Works

Does the project involve removal and disposal of hazardous materials? Eg, asbestos/PCB

☐ Yes ☐ No (If yes, please provide full details)

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## Supplementary Questionnaire Earthworks

**TYPE (DEPTH OF TRENCH/EXCAVATION)**

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**DIMENSIONS (EG: LENGTH, HEIGHT, DEPTH, ETC)**

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**CONSTRUCTION METHOD**

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**FOUNDATIONS (TYPE AND DEPTH)**

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**SUPPORT STRUCTURES**

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**BLASTING**

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---

Please provide details of the blasting company and their experience

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---

**UNDERPINNING**

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## Supplementary Questionnaire Construction of Wharves & Jetties

### DESCRIPTION OF WORKS

Dimensions \_\_\_\_\_

Type of structure and material of construction \_\_\_\_\_

Type and dimensions of piling/foundations \_\_\_\_\_

Height of deck above water level at low tide and high tide \_\_\_\_\_

Extent of dredging and who is performing the work \_\_\_\_\_

Maximum value and weight of heaviest lift \_\_\_\_\_

### SUB SOIL CONDITION

Geological strata and/or details of bore logs \_\_\_\_\_

### WAVE, FLOODING AND STORM

Please provide historical data \_\_\_\_\_

Height of Deck above highest water level recorded \_\_\_\_\_

Maximum wave height expected \_\_\_\_\_

### LIABILITY

Any underground services? \_\_\_\_\_

To what extent can construction operation affect adjacent structures and water traffic? \_\_\_\_\_

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

## Supplementary Questionnaire Dams

### DAM EMBANKMENT

Height \_\_\_\_\_

Length \_\_\_\_\_

Width of crown and basement \_\_\_\_\_

Inclination of slope upstream and downstream \_\_\_\_\_

### DIVERSION DETAILS

Coffer Dams: Upstream height and downstream height \_\_\_\_\_

Diversion/canal size \_\_\_\_\_

Discharge capabilities \_\_\_\_\_

### FOUNDATIONS

Maximum depth of excavation \_\_\_\_\_

Details of ground support \_\_\_\_\_

### BREAK-UP VALUES

Earthworks \_\_\_\_\_

Concrete works \_\_\_\_\_

Coffer dams upstream and downstream \_\_\_\_\_

Diversion piping \_\_\_\_\_

Access Roads \_\_\_\_\_

Others as available \_\_\_\_\_

### WATER FLOW DATA

Rainfall \_\_\_\_\_

River flow \_\_\_\_\_

### BLASTING REQUIRED?

☐ Yes ☐ No (If yes, please provide details) \_\_\_\_\_

### DOCUMENTS REQUIRED

Site plan including contours, location of haul roads and storage areas

Profile of dam

Location map

# Supplementary Questionnaire Bridges

## DIMENSIONS

Length \_\_\_\_\_

Breadth \_\_\_\_\_

## FOUNDATIONS

Details of piles \_\_\_\_\_

Details of footings breadth \_\_\_\_\_

## SUPERSTRUCTURE

Number of spans \_\_\_\_\_

Length \_\_\_\_\_

Girders ☐ Precast ☐ In situ

Girder material

Deck ☐ Precast ☐ In situ

Are any dual lift activities anticipated? ☐ Yes ☐ No

## APPROACH WORK REQUIRED?

☐ Yes ☐ No (If yes, please provide details) \_\_\_\_\_

## IS THE BRIDGE OVER A WATER COURSE?

☐ Yes ☐ No (If yes, please provide details) \_\_\_\_\_

Details of river flow \_\_\_\_\_

Details of flood exposure \_\_\_\_\_

Method of protecting works during construction \_\_\_\_\_

## BREAK-UP OF VALUES

Foundations maximum any one precast section R \_\_\_\_\_

Maximum any one concrete pour R \_\_\_\_\_

Falsework/Formwork R \_\_\_\_\_

Earthworks R \_\_\_\_\_

Water protection systems R \_\_\_\_\_

## DOCUMENTS REQUIRED

Profile of bridge

Cross section of bridge



# Supplementary Questionnaire Road Works

## EMBANKMENT

Total length \_\_\_\_\_

Average cut \_\_\_\_\_

Maximum cut \_\_\_\_\_

Fill type \_\_\_\_\_

Maximum length of unsealed embankment (in metres) \_\_\_\_\_

## DRAINAGE

Total length \_\_\_\_\_

Open trench – maximum open \_\_\_\_\_

Average open \_\_\_\_\_

## CULVERTS

Number \_\_\_\_\_

Details of major culverts \_\_\_\_\_

## BRIDGES

Number \_\_\_\_\_

Please provide the following details for each bridge:

- ◆ Number of spans \_\_\_\_\_
- ◆ Maximum length \_\_\_\_\_
- ◆ Length and breadth \_\_\_\_\_
- ◆ Foundation details \_\_\_\_\_
- ◆ Construction method \_\_\_\_\_
- ◆ Flow details of any rivers/creeks to be bridged \_\_\_\_\_
- ◆ Are any dual lift activities anticipated? ☐ Yes ☐ No

## BREAK-UP OF VALUES

Drainage culverts R \_\_\_\_\_ Bridges R \_\_\_\_\_ Earthworks R \_\_\_\_\_

Landscaping R \_\_\_\_\_ Paving R \_\_\_\_\_

Other (specify) \_\_\_\_\_ R \_\_\_\_\_

## DOCUMENTS REQUIRED

Topographical map of area

Profile of the cross section of road. Is the area prone to flooding? ☐ Yes ☐ No

(If yes, please provide details) \_\_\_\_\_

What protection will be implemented to prevent damage occurring due to water?

\_\_\_\_\_

# Supplementary Questionnaire Pipelines

## PROJECT DETAILS

Pipeline type (eg, gas, etc) \_\_\_\_\_

Total length \_\_\_\_\_

Pipe diameter/s \_\_\_\_\_

Method of construction/laying \_\_\_\_\_

## PIPE

To be supplied by Principal? ☐ Yes ☐ No

Acceptance point for pipe \_\_\_\_\_

Where is pipe to be stored? \_\_\_\_\_

## TRENCHES

Depth (metres): maximum and average \_\_\_\_\_

Open trench (without pipe): \_\_\_\_\_

♦ Maximum length any one time (number of kilometres) \_\_\_\_\_

♦ Maximum length any one continuous stretch (number of kilometres) \_\_\_\_\_

Open trench with pipe laid: maximum length \_\_\_\_\_

Quotations/cover required for open trench: \_\_\_\_\_

☐ Policy limit 15 kilometres (of which 5 kilometres with pipe)

☐ Other limit required (Please specify) \_\_\_\_\_

## TERRAIN

Soil conditions and terrain contour \_\_\_\_\_

## OTHER STRUCTURES (PUMP STATION, ETC)

Description, including dimensions \_\_\_\_\_

## CROSSINGS

Type (river, road, etc). Method of construction \_\_\_\_\_

## TESTING

Type \_\_\_\_\_

Period \_\_\_\_\_

Hydrostatic pressure test .....% of manufacturer's specification \_\_\_\_\_

Welds – Percentage to be x-rayed \_\_\_\_\_



**BREAK-UP OF VALUES**

Pipe R \_\_\_\_\_  
Mechanical R \_\_\_\_\_  
Structures R \_\_\_\_\_  
Trenching R \_\_\_\_\_

Other (Specify) \_\_\_\_\_ R \_\_\_\_\_

**FLOOD EXPOSURE**

Is there any exposure to flooding?

☐ Yes ☐ No (If yes, please provide details of preventative measures undertaken)

Is water table expected to be encountered during construction period?

☐ Yes ☐ No (If yes, please provide details of preventative measures undertaken)

**Horizontal Drilling (HDD)**

HDD Contract Value R \_\_\_\_\_

Details of drills exceeding 1 kilometre in length \_\_\_\_\_

Details of drills where the pipe diameter is greater than 760mm \_\_\_\_\_

**DOCUMENTS REQUIRED**

Route of pipeline

Contour maps

Rainfall details



## Annexure 2

### Incident Advice Form

ALL INCIDENTS HAVE TO BE REPORTED WITHIN 30 DAYS OF OCCURRENCE

“PREVIEW COPY ONLY”



# TRANSNET PRINCIPAL CONTROLLED INSURANCE PROGRAMME INCIDENT ADVICE FORM

TRANSNET UNIQUE CLAIM NUMBER .....

Send to  
Willis South Africa (Pty) Ltd  
First Floor,  
Eversheds Building,  
22 Fredman Drive,  
Sandton  
2196

Attention : Andrew Buys  
Tel No. 011) 535 5400  
Fax No. (0)11 784 1610  
E-Mail: [buysa@willis.com](mailto:buysa@willis.com)

From  
Represented by

Tel No.  
Fax No.

PRINCIPAL (PER CONTRACT DOCUMENT)

CONTRACT NUMBER

ORIGINAL DECLARATION NO.

TITLE OF CONTRACT

ORIGINAL CONTRACT COMMENCEMENT DATE

DATE OF LOSS OR DAMAGE

DATED REPORTED TO SITE AGENT

REPORTED BY

REPORTED TO BY

DATE

LOCALITY OF INCIDENT

DETAILS OF HOW THE LOSS OR DAMAGE OCCURRED

DETAILS AND NATURE OF LOSS OR DAMAGE TO CONTRACT WORKS / TO THIRD PARTY PROPERTY

DETAILS OF OTHER DEATH OR INJURY TO PARTIES

ESTIMATED COST (SEPARATE RECORDS OF ALL COSTS MUST BE KEPT)

WHO OR WHAT APPEARS TO BE RESPONSIBLE FOR THE CAUSE OF THE LOSS / DAMAGE

PERSON WHOM ASSESSOR SHOULD CONTACT

DESIGNATION:

TELEPHONE (LANDLINE)

CELLPHONE NO.

E-MAIL ADDRESS

**ALL INCIDENTS HAVE TO BE REPORTED AS SOON AS POSSIBLE AND WITHIN 30 DAYS  
OF OCCURRENCE**

SIGNED BY: .....

SIGNATURE: .....

COMPANY: .....

DATE: .....

## Annexure 3

### Monthly Contract Register Control Sheets

“PREVIEW COPY ONLY”



# TRANSNET: PRINCIPAL CONTROLLED INSURANCE – MONTHLY CONTRACT REGISTER CONTROL SHEET

A) NEW CONTRACTS FIRST DECLARATION OF NEW CONTRACT WORKS FOR COVER UNDER PCI POLICY

DIVISION / SUPPORT UNIT:  
CONTACT PERSON:  
TELEPHONE / CELL NO'S:

INSURANCE YEAR: 2012/2013  
MONTH:  
E-MAIL ADDRESS:

CONTRACT NUMBER	CONTRACT DECLARATION CONTROL NUMBER	DESCRIPTION OF CONTRACT WORKS	DATE DECLARED TO BROKERS	ESTIMATED TOTAL CONTRACT VALUE R	COMMENCEMENT DATE OF WORKS	ESTIMATED COMPLETION DATE
Purchase Order No	1					
Purchase Order No	2					
Purchase Order No	3					
Purchase Order No	4					
Purchase Order No	5					
Purchase Order No	6					
Purchase Order No						
		<b>TOTAL DECLARED FOR MONTH</b>				

PREVIEW COPY ONLY

## B) CONTRACT EXTENSIONS

ONLY APPLICABLE TO CONTRACTS PREVIOUSLY DECLARED WHERE EXTENSION OF CONTRACT PERIOD IS REQUIRED

[illegible]