TRANSNET



NEC3 Engineering & Construction Contract (ECC3)

(REGIS RATIO NO.1990/000900/06)

trading as

nsnet Freight Rail

No. SI/PROP13016CIDB

F STREET: BUILDING T TO IMPLEMENT OFFICE SPACE OPTIMIZATION

Issue Date: 22nd April 2014

Closing Date: 27th May 2014

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PART T 1: Tendering Procedures

Part T1
Tendering procedures

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T1
Tender Notice and Invitation to Tend

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

RFP No SI/PROP13016CIDB

1. PROPOSAL REQUEST

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity**, **Respondent** or **Bidder**] for 138 Eloff Street: Refurbishment of office Building-Johannesburg.

Tenderers should have a CIDB contractor grading design to be 18GB or higher. Potentially emerging enterprises 7GBPE who satisfy criteria state in the Tender Data may submit tender offers. Only Tenderers, who are registered with the CIDB are eigible to submit tenders.

On or after 22 April 2014, the RFP documents may be inspected at, and are obtainable from the office of the Secretariat, Transnet Freight Kail, Tender Advice Centre, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown, or may ment of an amount of R 750-00 [inclusive of VAT] per set. Payment is to be made as follows

Bank: Standard Bank
Account Number: 203158598
Branch: Braamfuntein
004805

Account Name: Transet Freight Rail Reference: 3//PROP13016CIDB

NOTES -

- a) This amount is not refundable.
- b) receipt or such payment made must be presented when collecting the RFP documents are the possible to the payment made must be presented when collecting the RFP documents are the possible to the payment made must be presented when collecting the RFP documents are the payment made must be presented when collecting the RFP documents.

RFP documents will only be available for collection between 09:00 and 15:00 from 22 April 2014 unit 09 Vay 2014. Therefore payment must be effected prior to the deadline for collection.

N.B: Pursuant to note (b) above, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFP documents.

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

Queries relating to the administrative issues of these documents may be addressed to:

Ms. Delisiwe Mngomezulu

Tel No. 011 584 1129

E mail: Delisiwe.Mngomezulu@transnet.net

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Or

Mrs. Sarah Assegaai Tel. No. 011 5840668

E-mail: Sarah.assegaai@transnet.net

2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at *Room 814 Boardroom, 8th Floor, 138 Eloff Street Building, Braamfontein, Johannesburg* on *Monday, 12th May 2014 starting at 12h00*.(Followed by a compulsory Site Visit at 138 Eloff Street Building). [Respondents to bring PPE clothing].

- a) A Certificate of Attendance must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.
- b) Transnet will not be held responsible if any Bidder who and not attend the non-compulsory session subsequently feels disadvantaged as a result the contract of the contract
- c) Respondents failing to attend the compulsory RFP befine will be disqualified.
- d) Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.
- e) The briefing session will start punctually at 10an and information will not be repeated for the benefit of Respondents arriving late.

This tender closes punctually at 10:00 ars on Tuesday, 27th May 2014.

If responses are not delivered as stir ulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.

The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.

Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

No slips are the attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions should not be made by the Response to RFP documents. Any alterations must be initialed by the person who signs the Bid Documents.

Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, facsimile, email and late tenders will not be accepted.

Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Compliance of tender(s) with Transnet's requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet SOC Ltd in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account.

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3 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

Transnet fully endorses and supports the Government's objective of Broad-Based Black Economic Empowerment and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. All procurement transactions will be evaluated accordingly.

3.1 B-BBEE Scorecard and Rating

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

- The 80/20 system for requirements with a Rand value of up to R 1 000 000 (all applicable taxes included); and
- The 90/10 system for requirements with a Rand value above R 1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/10 preference point system is stipulated in this RFP and all Bids received a ceed 31 000 000.00, the RFP must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below \$1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to exceed R 1 000 000 (all applicable taxes included) and therefore the 90.41 system shall be applicable.

When Transhet nyites prospective Service Providers to submit Proposals for its various expenditule programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Ecologic Expowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 Orober 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Brack Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

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

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

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

B-BBEE Joint Ventures or Consortiums 3.2

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortiur correction is submitted to Transnet.

Respondents are to note the requirements for P-BEEL compliance of JVs or consortiums as required by the B-BBEE Preference Point Chim F)rm and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and on inal 8-BBEE certificate for the JV or a certified copy thereof at the Closing Date of the RFP will result in a score of zero being allocated for B-BBEE.

3.3 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators.

If contempating succontracting, please note that a Respondent will not be awarded points for BBE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies on unless the intended subcontractor is an EME with the capability to execute the

A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

In terms of the B-BBEE Preference Point Claim Form Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

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¹ The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

4 COMMUNICATION

- 4.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted before 12:00 on 20th May April 2014, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the correct contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 4.2 After the closing date of the RFP, a Respondent may be communicate with the Secretariat of the Transnet Freight Rail Acquisition Council, at telephone no. 011 544 9486 on any matter relating to its RFP Proposal.
- 4.3 Respondents are to note that changes to its submission vill not be considered after the closing date.
- 4.4 Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and estricted from doing business with Transnet in the future.

5 INSTRUCTIONS FOR COMPLETING THE RFP

- 5.1 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 5.2 Sign one set of one in all documents. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be an exact copy of the original signed Proposal.
- 5.3 Both sets of decuments are to be submitted to the address specified in Tender Data.
- 5.4 All returnable documents tabled in the Proposal Form [Part T2] must be returned with roun Proposal.
- 5.5 Unices otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 5.6 Any additional conditions must be embodied in an accompanying letter. Subject only to the following: 'All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business', alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

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6 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

7 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Transnet reserves the right to:

- 7.1 Modify the RFP's Services and request Respondents to re-bid on any such changes;
- 7.2 Reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 7.3 Disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 7.4 Not necessarily accept the lowest priced Proposal of an alternative bid;
- 7.5 Reject all Proposals, if it so decides;
- 7.6 Withdraw the RFP on good cause shown,
- 7.7 Award a contract in connection with this Proposal at any time after the RFP's closing date:
- 7.8 Award a contract for only a policy of the proposed Services which are reflected in the scope of this RFP;
- 7.9 Split the award of the contract between more than one Service Provider; or
- 7.10 Make no award of a contract.

In addition, Transport reserves the right to exclude any Respondent from the bidding process who has been found guilty of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to become such serious breach of law during the past 5 [five] years in Section 11 [Breach of Law].

Furthermore Transnet reserves the right to visit the Respondent's place of manufacture and reserves and or office premises during this RFP process.

reasonet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document.

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

Transnet reserves the right to lower the threshold for Technical to **60**% [**Sixty** percent] if no Bidders pass the predetermined minimum threshold in respect of Technical.

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

Part T1 Tendering procedures

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8 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

Transnet invites its valued suppliers to report any allegations of fraud, corruption or other unethical activities to Transnet Tip-offs Anonymous, at any of the following addresses/contract numbers:-

- Toll free anonymous hotline 0800 003 056
- Email Transnet@tip-offs.com
- Fax number 0800 007 788
- Freepost DN 2298, Umhlanga Rocks, 4320

CONFIDENTIALITY IS GUARANTEED.

SUPPLIER DEVELOPMENT (SD) / ENTERPRISE DEVELOPMENT (ED):

Transnet's SD/ED Objective

- Transnet's short-term Supplier Development and Enterprise Development objective is to align their SD/ED initiatives with their of BEE Strategy in order to achieve the maximum score on the B-BBEE Scorecard.
- Transnet's long-term objective as a fixed by the Enterprise Development vision, is to leverage medium to large suppliers, as external agents, to influence downstream ED opportunities within the greater transnet supply chain, focusing on Rolling stock, Port Equipment and Infrastructure etc.

Focus SD/ED Area's

- A focus will be over viding small businesses with opportunities and preferential trading terms.
- Empowering HDI so create their own business resulting is quality job creation.
- Consider SY/ED strategy which should include financial and non-financial assistance to downstream suppliers as well as skills development.

Respondents are requested to provide TFR with their Supplier Development (SD) / Enterprise Development strategy as well as providing details of:

- Job Preservation
- Enterprise and Supplier Development
- Regional integration

should they be successful with this tender. As part of the proposal, the respondent will need to include a high level SD/ED proposal which will be subject to evaluation as per the ED evaluation criteria. The successful respondent/tenderer must submit a more detailed SD/ED plan within 60 days of award of contract.

• SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS

Foreign Respondents' socio-economic obligations under this procurement programme will fall under the associated Government initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises.

Competitive Supplier Development Programme (CSDP):

Transnet's CSDP Objective

Part T1 Tendering procedures

Tender Notice and Invitation to Tender



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Transnet's CSDP objective is to influence Multinational organisations toward initiatives
that lead to the development of local downstream suppliers through large-scale SOE
procurement in order to develop a competitive local supplier base focusing on Rolling
stock and Infrastructure.

Focus CSDP Area's

- Applies to procurement event/s totaling greater than R70m (\$10m) with foreign companies
- Leveraging expanded maintenance and manufacturing initiatives.
- Skills development of scarce resources increasing the quality of jobs.
- Transfer of technology and innovation to local suppliers from foreign OEM's/companies
- Consider CSDP strategy which should include localization, sustainability and skills development as initiatives as a submission by tenderel

CSDP Triggers:

CSDP transactions are triggered when:

- There is a <u>single contract</u> of which the total value is equal to or exceeds USD10 million (~R70 million)
- There is a contract with a <u>renewable open n clause</u>, should the option be exercised, the total value of the opportunity is qual to or exceeds USD10 million (~R70 million)

Furthermore, there is a CSDP obligation if the total value of the contract is less than USD10 million (~R70 million) but one of the following apply:

- There is an opportunity to develop a local industry within Transnet's supply chain;
- When a limited local supply hase exists and the potential to develop existing suppliers is evident:
- When there is a trong proportunity for IP and skills transfer to local suppliers and/or Transnet.

Respondents are requisted to provide TFR with their CSDP strategy as well as providing details of:

- Localisation
- Sustainablity
- Kills Development

should they be successful with this tender. As part of the proposal, the respondent will need to include a high level CSDP proposal to include localization, sustainability and skills transfer which will be subject to evaluation as per the CSDP evaluation criteria. The successful respondent/Tenderer must submit a more detailed CSDP plan within 45 days of award of contract.

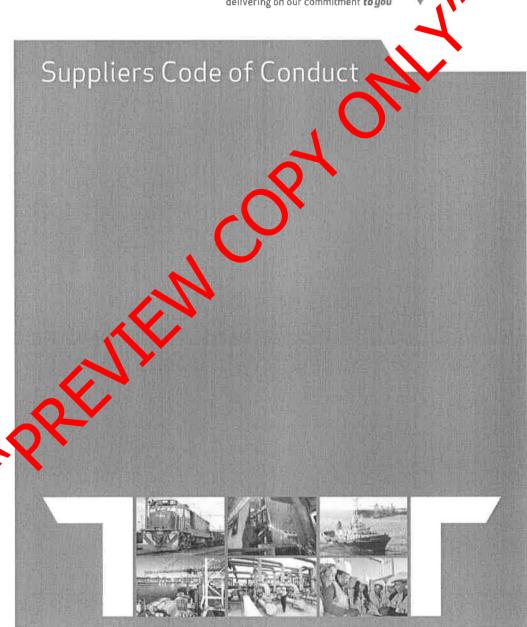
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Suppliers Code of Conduct

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

These are:

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

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

Prohikition of Aribes, Kickbacks, Unlawful Prohie and Other Corrupt Practices

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

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

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





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

Employees may not recieve anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.
- There may be times when a applied is confronted with fraudulent de corrept behaviour of Transnet employees. We expect our suppliers to use our "Tip-oh's Anonymous" Hotline to report these act. - 0.3, 0,003,056.

Transnet is firmly competited to free and competitive enterphise.

- » Supplies are expected to comply with all appricable law and regulations regarding fair ampetition and antitrust practices
- Transper does not engage non-value adding stents or representatives solely for the purpose of increasing BBBEE spend (fronting).

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

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







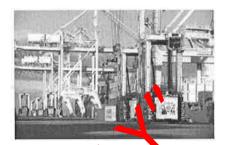
These include, but are not limited to:

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



A conflict of interest asses when personal interests or activities in the dest interests of Transnet. Examples se

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









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

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

0800 003 056

Part T1.2: Tender Data

Part T1 Tendering procedures



TENDERING PROCEDURES PART T1:

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

- id**i**t Rail. F.1.1 The employer is Transnet SOC Ltd trading as Transnet
- The tender documents issued by the employer con-F.1.2

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T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

Part C1: Agreements and contract data

C1.1 Form of offer and acceptable

C1.2 Contract data

C1.3 Forms of Security

C1.4 Adjudicator's Appointment Part C2: Pricing data

C2.1 Pricing neth cons

C2.2 Specific Pyliminaries

C2.2 Bill of Quantities

Part : Scope of work

Score of work

: Site information

C4 Site information & Drawings, Insurances

The employer's agent is:

Name Mr. Johan Basson 4th Floor, Desk 4/2 Address

: 39 Wolmarans Street

Braamfontein, 2017

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

- F.2.1.1 Only Tenderers who are registered with the CIDB, or are capable of being so registered within 21 days after the closing of submissions, are eligible to submit tenders:
 - a) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work; and
 - b) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower (7GBPE) than that required in terms of the above and who satisfy the following criteria:
 - Has technical qualifications and competence.
 - Has managerial capacity, reliability and experience.
 - Has good reputation.
 - Has equipment.

Joint ventures are eligible to submit tenders provided the

- 1. Every member of the joint venture is registered with the CIDB;
- 2. The lead partner has a contractor grading designation in the GB class of construction work; and
- 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation date mined in accordance with the sum tendered for a **GB** class of construction work.
- F.2.7 The arrangements for a compulsory clarification meeting are as stated in Part T1.1 Tender Notice and Invitation 5 Tender.

Confirmation of attendance to be notified at least one full working day in advance to:

Name: Ms. Delisiwe Mngomezulu

Tel : 011 84 129

E-mail Delsiwe.Mngomezulu@transnet.net

F.2.12 Catendarer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions.

Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

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The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

- Parts of each tender offer communicated on paper shall be submitted as an original, F.2.13.3 plus one copy.
- The employer's address for delivery of tender offers and identification details to be F.2.13.5 shown on each tender offer package are:

If delivered by hand, to be deposited in the Transnet Freight Rail Acquisition Council tender box which is located in the fover on the ground took. Invanda house, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

i) The Chairperson Transnet Freight Rail Acquisition Council Invanda House 21 Wellington Road Parktown Johannesburg 2001

It should also be noted that the above tends box is accessible to the public 24 hours per day, 7 days a week. The measurer en of the "tender slot" are 500mm long x 100mm wide, and Tenderers must please ensire that tender documents/files are not larger than the above dimensions. Tenders, which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and place in separate envelopes, each addressed as above

If posted, the envelope hust be addressed to: ii)

> The Chairmers n Transpet Freign Rail Acquisition Council P O Pox 42 Johann esburg 00

And must be despatched in time for sorting by the Post Office to reach the Post Office Box indicated above, before the closing time of the tender. In the event of the late receipt of a tender, the Tenderer's franking machine impression will not be accepted as proof that the tender was posted in time.

Identification details

Tenders must be submitted before the closing hour on the date as shown in F2.15 below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) Tender No:
- Description of work: (b)
- Closing date of tender: (c)
- Closing Address: (d)

All envelopes must reflect the return address of the Respondent on the reverse side.

F.2.13.6 A two-envelope procedure will not be followed.



Tendering procedures

Part T1

- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.15 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 The tender offer validity period is **12 weeks**.
- F.2.19 Access shall be provided for inspections, tests and analysis:

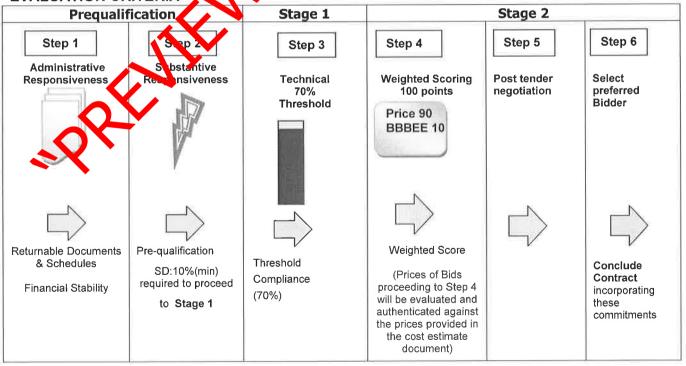
 All sites as stated in the Scope of Work (Description of the Work)
- F.2.23 The Tenderer is required to submit the following certificates with his tender:
 - 1.) An original valid Tax Clearance Certificate issued by the South African Revenue Services. Failure to provide this document with the tender submission will result in disqualification.
 - 2) BBBEE evaluation certificate done by an accredite company.
 - 3) Where a Tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such Tenderers hust submit the Certificates of Contractor Registration in respect of each partner
- F.3.4 The time and location for opening of the ender offers are:

Time 10:15 on the closing date of trader.

Location: TableG66 & 69, West Wing, Ground Floor, Inyanda House, 21 Wellington Road, Parktown, Johan Jesburg

F.3.11.1 The procedure for the evaluation of responsive tenders is **Method 2**.

EVALUATION CRITERIA









Pre-Qualification

- Step 1: Administrative Responsiveness: All Returnable Documents/Schedules provided: Mandatory and Essential. (Mandatory: Valid CIDB Certificate; Completed Bill of Quantities; Completed Form of Offer)
- **Step 2**: Substantive Responsiveness: All Mandatory documents complete and correct and acceptable response to any clarification on Essential documentation.

Bidders need to provide a SD commitment of atleast 10% and above. Bidders failing to accept this undertaking will be excluded from the bid process-Mandatory document

- Completed and Signed Form of Offer and Acceptance
- Completed Bill of Quantities
- All SD Documents

Stage 1:

Step 3: Test minimum threshold of 70% for Technical (Quality) Criteria:

(Points are NOT carried over to Stage 2)

TECHNICAL DESCRIPTION	WEIGHT	SUB WEIGHTS
CATEGORY: TECHNICAL / PRACTICAL (SCORING MATRIX)	100%	
 Approach paper which responds to the scope of works and outlines proposed methodology and work plan complete with time frames. 		40%
Technical approach (Method Statement)		20%
 Work plan with time frames(schedule) (Cant. Chart / Level 2 Program) 		20%
 Organization and Staffing (Organogram indicating positions relevant to the project and Curriculum Vitae including certified qualifications) 		20%
Comparable projects (References, Track Record)		20%
 Health and Safety Compliance Cart T2.2 TFR Tender Safety clauses and Questionnaire of tender document 		10%
 Comprehensive invisonmental Management Plan / Risk Register/ Business Continuity an 		10%
TOTAL		100%

Min threshold to. (Stage 1, Step 3) must be met to progress to Stage 2 for final evaluation.

Transport, eserves the right to lower the threshold for Technical to 60% [Sixty percent] if no Bidders pass the predetermined minimum threshold. This right will be exercised in Transnet's sole discretion.

EVALUATION SCORING SCALE.

TECHNICAL: 5 point scoring matrix:

The technical criteria to be evaluated on the following

Detrimental response solution	=20
Less than acceptable	=40
Acceptable response	=60
Above acceptable	=80
Excellent	=100

Part T1 Page | 19 T1.2
Tendering procedures Tender Data



Stage 2:

Step 4: Financial offer and Preference

(Prices of Bids proceeding to Step 4 will be evaluated and authenticated against the prices provided in the cost estimate document)

The procedure for the evaluation of responsive tenders is Method 2

The score for financial offer is calculated using Formula 2 (option 1) of SANS 294,

Score the financial offers of remaining responsive offers using the following formula:

 $N_{Fo} = W_1 \times A$

Where: **N**_{Fo} is the number of tender evaluation points awarded by the financial offer.

W₁ is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Fender Data.

A is a number calculated using the formula and option described in

Table F.1 as below.

Table F.1: Formula for calculating the value

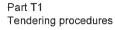
Formula		arison a med a achieving	Option 1	Option 2
1	Highes	t p ce or a. Junt	A = (1 + (P - Pm))	A = P / Pm
			Pm	
2	Lowest	price percentage commission /	A = (1 - (P - Pm))	A = Pm / P
	fee		Pm	
Pm		the comparative offer of the most	favourable tender offer	
P		is the comparative offer of tender of	fer under consideration	

Up to 100 minus T_{EV} tender valuation points will be awarded to Tenderers for SD.

Description of	quality criteria and sub criteria		Max no of points
Commercial	Competitive Pricing	100	90
BBBEE	Points scored	100	10
То	tal evaluation points	-1171	100

F.3.13.1 Tender offers will only be accepted if:

- a) The Tenderer has completed and returned all returnable documents and schedules.
- b) The Tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations.
- c) The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;



Page | 20

T1.2 Tender Data



- d) The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- e) The Tenderer has not:
 - i) Abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect; and
- f) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderers ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

Tender will be disqualified if all returnable documents and schedules are not returned.

F.3.18 The number of paper copies of the signed contract to provided by the employer is one.

The additional conditions of tender are:

- The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his fender for the *Works* and of the rates and prices stated in the priced Price List in he *Works* Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his coligations under the Contract and all matters and things necessary for the proper completion of the *works*.
- 2 Notwithstanding what is stated in Pricing Data, Tenderers are required to tender for all the areas quoted in the Bill of Quantities.
- 3 NO PRICING is to e reflected / listed in any tender document other than in the Form of Division Bill of Quantities / Price List
- 4 Transne Freight Rail may conclude one or more contracts as a result of this tender.
- 5 he tenders shall be completed in black ink only.
- Tenderers are advised that it is compulsory to submit offers for all Tender Options as set out below and where indicated by a <u>tick</u>.

Option 1 – Subject To Escalation Price Offer

X

Tenderers are advised that this offer shall be subject to Contract Price Adjustment Formulae based on the Haylett Formulae.

Option 2 – Fixed Price Offer



Tenderers are advised that all rates, amounts, overhead and profit percentage mark-ups and amounts, profit and attendance amounts, prices, etc. submitted, shall not be subject to any form of Contract Price Adjustment Formulae e.g. Haylett Formulae. In this regard, it is deemed that the Tenderer has allowed for any potential increases (except any variation in the rate of Value Added Tax) in cost of labour, materials, transport, etc. in the Tender amounts, rates, etc. submitted.

TRANSNER

This will only be applicable to the measured work priced by the main contractor and will not apply to the provisional sums or budgetary allowances.

Key:

- √ Tender Option Applicable
- X Not Required For This Tender

6 Market Related Wage Rates

When pricing this document, respondents are to allow for wages, which are not less than the lesser of:

- The statutory wage rates in any labour category in the project locality; and,
- The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

In this regard, a Tenderer may be called upon to demonstrate the wage rates utilised in calculating its Tender prices, etc.

The employer reserves the right to reject resionses to the Tender that do not comply with this condition.

7 Letter of Intent

For contracts with an anticipated value for R500 000.00 and above, Tenderers are required to furnish with their tender documents, a letter of intent from a Bank or approved Insurance Company, to indicate that in the event of their tender being successful that a performance bond as required will be provided when asked to do so.

8 Change in the Soop of Work

Tenderers are notised that whilst preliminary space planning drawings have been prepared for this project and an estimated project value has been provided, the scope of work and value of the contract may be substantially altered. In this regard, Tendelers are advised that no claims for loss and expense shall be entertained for the employer implementing any changes that may become necessary. It shall be deemed that the Tenderer has allowed for any costs that may arise due to compliance with this clause in the Tender amounts offered.

9 Interviews

All Tenderers are advised that they may be required to attend interviews and / or submit further information; including making their premises, plant, equipment and details of works in progress, available for inspection after the receipt of all Tender submissions.

10 Indicative Programme

Tenderers are advised that should an indicative programme be included in the set of Tender documents it is not intended to be prescriptive. It should be used as a guide only.



Part T2: Returnable Rocuments

Part T2 Returnable Documents

TRANSNET



PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents: (Tender will be disqualified if all returnable documents and schedules are not desured)

1. Returnable Schedules required for tender evaluation purposes

No.	ESSENTIAL RETURNABLE DOCUMENTS AND SCHEDULES (All are to be submitted)	
1	Certificate of Attendance at Clarification Meeting	
2	Schedule of Tenderer's Experience	
3	Schedule of Subcontractors	
4	Schedule of Plant and Equipment	
5	Labour payment schedule	
6	Record of Addenda to Tender Pocuments	
7	Compulsory Enterprise Questionnaire	
8	Curriculum vitae of key personnel	
9	Proposed amends ents and qualification	
10	Certificate of authority for joint ventures (where applicable)	
11	Supplier Decimation Form V7.4	
12	RIP Deuta ation Form	
13	Supplier Code of Conduct Declaration	
14	Sond - Retention Percentage Choice	
15	SD Documents B-BBEE Preference Points Claim Form Supplier Development Initiatives-Guidelines Declaration of supplier development commitments BBBEE Improvement Plan SD Value Summary Appendix (iv) Supplier Development Guidelines document	
16	Contractual Safety Clauses and Questionnaire (Questionnaire attached)	
17	Comprehensive Environmental Management Plan, Risk Register and Business Continuity Plan. Risk register to cover identified risks associated with this project and accompanying risk mitigation measures (Questionnaire attached)	

Tender

Part T2: Returnable documents

T2.1



2. Other documents required for tender evaluation purposes

No.	ESSENTIAL RETURNABLE DOCUMENTS AND SCHEDULES (All to be submitted)	
1	Certificate of Authority for Signatory (Resolution by Board)	
2	Letter of Good Standing with the Compensation Commissioner	
3	Form of Intent to provide performance bond	
4	Quality Assurance Plan	
5	Approach paper and work plan (Program and Method statements)	
6	Proposed organisation and staffing	
7	Certified Copy of Financial Statements for the past 3years) including Balance sheets	
8	Certified Copy of Share Certificate CK1 & CK2	
9	Certified Copy of Certificate of Incorporation and CM29 and CM9	
10	Certified Copies of Identity Documents of Shareholders/Directors/Members	
11	Cancelled Cheque	
12	Original current Tax Gleannce Certificate (Certified if it's a copy)	
13	Original VAT Registration Certificate	
14	BBBEE of Jua ion Certificate	
15	CIDB Logistration Certificate	
16	S fet Play and Fall protection plan in accordance with the Construction Regulations of 2 0, and Transnet's E4E	
17	Provide TFR with your Supplier Development (SD) / Enterprise Development (ED) strategy providing details of job retention and creation. As part of the proposal, include a high level SD/ED proposal which will be subject to evaluation as per the ED evaluation criteria	

Tender
Part T2: Returnable documents
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3 MANDATORY RETURNABLE DOCUMENTS

Will be incorporated into the Contract

3.1 **SD** Documents

- Declaration of supplier development commitments
- BBBEE Improvement Plan
- Supplier Development Plan
- SD Value Summary
- PENILLIN CORM C1.1 Form of Offer and Acceptance 3.2
- 3.3 C1.2 Contract Data (Part 1 and 2)
- 3.4 C2.3 Bill of Quantities





Certificate of Attendance at Clarification Meeting

This is to certify that	
	(Tenderer)
of	(address)
acknowledge that the purpose of the meeting was	w at the compulsory meeting held for all tenderers at (date), standing at We so to acquaint ourselves with the Site of the Works and/or the tender documents in order for us to take account of d prices included in the tender.
Particulars of Company representative(s) attending	g the clarification meeting :
Name:	Signa vre
Capacity:	X .
Attendance of the above persons at the clarification m	neeting is confirmed by the Employer's representative:
Name:	_Signature
Capacity:	Date and time
Particulars of Company representative(s) attending building site meeting:	g the 138 Eloff Street – Refurbishment of office
Name	Signature
Capacity:	
Attendance of the above persons at the clarification m	neeting is confirmed by the Employer's representative:
Name:	_Signature
Capacity:	_ Date and time
Tender Part T2: Returnable documents	T2.2 Returnable Schedules

TRANSNET

Schedule of the Tenderer's Experience

The following is a statemen	nt of similar work successfully exec	died by mysell/ourselve	28.
Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	Date Completed
9		(rand)	

Signed	Date	
Name	Position	
Tenderer		

Part T2: Returnable documents



Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

J. 0	The such requirements in the contract	, ,	
	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.		87	
3.			
4.			
5.	20P		
	Signed	Date	,
	Name	Position	- 10 10 10 10 10 10 10 10 10 10 10 10 10
	Tenderer		

Tender

Part T2: Returnable documents



Schedule of Plant and Equipment

The following are lists of major items of relevant Equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major Equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major Equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.
Attachaddition I pages if mo	ra enace is required
Attach eddition I pages if mo	re space is required.

Signed	Date	
Name	Position	
Tenderer		

Tender Part T2: Returnable documents



TRANSNET SOC LTD

(REGISTRATION No. 1990/000900/06) TRADING AS TRANSNET FREIGHT RAIL

LABOUR PAYMENT SCHEDULE

TENDERERS ARE REQUIRED TO COMPLETE THE FOLLOWING SCHEDULE:

DAY L	ABOUR (IF REQUIRED)		•	7	•	
Skilled		Hour				
Unskille	ed	Hour				
Labour	er	Hour				
Driver/0	Operator	Hour				
% Profi	t on Material	A				
TRANS	SPORT AND MACHINERY		RUNNING		STANDING	
1.	Light vehicle up to 1 ton		R	/hr	R	/hr
2.	5 Ton vehicle		R	/hr	R	_/hr
3.	10 Ton vehicle with cran		R	/hr	R	_/hr
4.	Crane		R	/hr	R	_/hr
5.	Scaffolding		R	/hr	R	_/hr
6.	Generator		R	/hr	R	_/hr
7.	Other equipment:					
8.	Full details of any other charges:					
TENDE	RER:					
DATE:						

Part T2: Returnable documents



Record of Addenda to Tender Documents

We co	nfirm that the following co amending the tender docu	mmunications received from the Employer before the submission of this tender ments, have been taken into account in this tender offer:
	Date	Title or Details
1,		
2.		
3.		
4.		, 0,
5.		
6.		
7.		, C
8.		
9.		
10.		
Attach	additional pages is more	space is required.
	Sig ea	Date
	Name	Position
	Tenderer	

Tender

Part T2: Returnable documents



Compulsory Enterprise Questionnaire

The following particulars must be f respect of each partner must be com-		nture, separ	ate enterprise	e questionnaires in	
Section 1: Name of enterprise:					
Section 2: VAT registration num	ber, if any:	*:30.00000000000000000000000000000000000		******	
Section 3: CIDB registration nur	nber, if any:			******	
Section 4: Particulars of sole pro	oprietors and partners in partners	hips	11	ī	
Name*	Identity number*	Personal i	income tax n	umber*	
* Complete only if sole proprietor or part	nership and attach separate page it nore	t an 3 partne	ers		
Section 5: Particulars of compa	nies and close corporations				
Company registration number	HILL I CASE		enna somea somma)	
Close corporation number					
Tax reference number				103/5/2/2	
Section 6: Record in the service of the state Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stateholder in a company or close corporation is currently or has been within the last 12 months in the service of an it of the following:					
□ a member of any municipal council □ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance National Council of Province □ a member of other National Assembly or the National Council of Province □ Management Act, 1999 (Act 1 of 1999)					
□ a member of the board of municipal eptity	or provincia	al public entit	ty	of any national	
an office of any municipal equity	ality or municipal 🏻 an employe	e of Parliam	ent or a provi	ncial legislature	
If any of the above boxes are marked, disclose the following:					
Nam of sole proprietor,	Name of institution, public office		Status of service (tick appropriate column)		
partner, director, manager, principal shareholder or	or organ of state and position he	eid .	Current	Within last	
stakeholder				12 months	
				-	
*insert separate page if necessary					
moon separate page in necessary					

Tender
Part T2: Returnable documents
TRANSNEF



SION OF TRANSPICT GOOD ETG			. Troidibloining	
Section 7: Record of spouses, c	hildren and parents in the service of the stat	e		
partnership or director, manager, p	xes with a cross, if any spouse, child or parent rincipal shareholder or stakeholder in a compar ns been in the service of any of the following:	of a sole ny or close	proprietor, parti corporation is c	ner in a urrently
 a member of any municipal of a member of any provincial let a member of the National A the National Council of Provincial a member of the board of any municipal entity an official of any municipal entity 	egislature provincial public entity or within the meaning of Management Act, 1999 (Act of a member of an accounting or provincial public entity or cipality or an employee of Parliament or	constitution the Pub of 1999) authority of	al institution lic Finance any national	
Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of (dck app column)		
		Current	Within last 12 months	
				:
	OX.			
*insert separate page if necessary				
 i) authorizes the Employer to obta our tax matters are in order; ii) confirms that the neither de r 	the she is duly authorised to do so on behalf of a xx clearance certificate from the South Alame of the enterprise or the name of any page.	rican Rever artner, man	nue Services that ager, director of	or other
person, who wholly or partly of Tender Defaulters established in	ercises, or may exercise, control over the enternation and Combating of Colber, director or other person, who wholly or p	erprise appe rupt Activiti	ears on the Reg es Act of 2004;	gister of
control over the extendise appeario) confirms that I we are not asso	ears, has within the last five years been convicted ciated, linked or involved with any other tendering with any of the tenderers or those responsible for	ed of fraud on the second of t	or corruption; submitting tende	er offers
coul cause on se interpreted as				
Signed	Date			
Name	Position			****
IVALLIC	1 0311011			
Enterprise name				
(a)			***************************************	**********

Tender
Part T2: Returnable documents
TRANSNEF



Curriculum Vitae of Key Personnel

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
rofessional registration number:	.11
Name of employer (firm):	
Current Position:	Years with the firm:
A. Experience record pertinent	to required service
Certification:	
	my knowledge and belief, this data correctly perience.

Tender
Part T2: Returnable documents
TRANSNET



Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal	
		27	
		CO.	
	S,		

Signed	Date	
Name	Position	
Tenderer		***************************************

Tender
Part T2: Returnable documents
TRANSNET



Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint venture.

We, the undersigned, a Mr/Mscompany		authorised	signat	of of	the
partner, to sign all docum on our behalf.	ents in connection	with the tender	offer and	contract result	ing from it
NAME OF FIRM	ADDRESS		LULY		

r		
NAME OF FIRM	ADDRESS	ATHORISED SIGNATURE
Lead partner	CORT	Signature Name Designation
		Signature Name Designation
		Signature Name Designation

Tender
Part T2: Returnable documents
TRANSNEF





Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

(permanent SANAS Member).

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

- Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
- 2. Original cancelled cheque OR letter from the bank verifying banking details (with bank stamp)
- Certified copy of Identity document of Shareholders/Directors/Members (where applicable)
- 4. Certified copy of certificate of incorporation, CM29 / CM9 (name change)
- 5. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
- A letter with the company's letterhead confirming physical and postal addresses

 Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate 7
- A signed letter from the Auditor / Accountant confirming most recent annual Arnover and percentage black ownership in the company AND/OR BBBEE certificate and detailed social from an accredited rating agency (SANAS member).

NR.

- Failure to submit the above documentation will delay the vado creation process.
 Where applicable, the respective Transnet business unit processing your application may request the processing your application where your business are processed. information from you. E.g. proof of an existence of & ice/Business contract between your business and the respective Transnet business unit etc.

IMPORTANT NOTES:

- If your annual turnover is less than R5 million, then in terms of the DTI codes, you are classified as an a) Exempted Micro Enterprise (EME). In your company is classified as an EME, please include in your submission, a signed letter from your Additor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE carting te and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- If your annual turnive is botween R5 million and R35million, then in terms of the DTI codes, you are classified as a Quilifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the b) 7 elements of the BBE score-card, please include your BEE certificate in your submission as confirmation of your status.

 NB: BBB E certificate and detailed scorecard should be obtained from an accredited rating agency
 - ent SANAS Member).
- turnover is in excess of R35million, then in terms of the DTI codes, you are classified as a arg) Exterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic e-card. Please include your BEE certificate in your submission as confirmation of your status. NB BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency
- d) To avoid PAYE tax being automatically deducted from any invoices received from you, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- Unfortunately, No payments can be made to a vendor until the vendor has been registered, and no vendor e) can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

Transnet Vendor/Supplier Management [please substitute this with your relevant Transnet department before sending this document out]



Supplier Declaration Form

Company Tradir	ng Name							
Company Regis	tered Name							
Company Regist	ration Numbe	er Or ID Numbe	r If A Sole Pr	oprietor				
Form of entity	CC	Trust	Pty Lto	d Li	mited P	artnership	Sole Proprie	etor
VAT number (if	registered)							
Company Telep	hone Numbe	r						
Company Fax N	lumber							
Company E-Ma	il Address					7		
Company Webs	ite Address							
Bank Name			Bai	nk Accoun	it lumber			
Postal						10-		
Address				-		00	ode	
Physical Address			_ <			Co	ode	
Contact Person	•							
Designation								
Telephone								
Email								
Annual Turnover	Range (Last F	inancial Yeal	< R5 Millior	1	R5-35 millio	on	> R35 million	
Does Your Comp			Products		Services		Both	
Area Of Delivery			National		Provincial		Local	
Is Your Company A Public or Provate Entity					Public		Private	
Does Your Comp			r IRP30 Cer	tificate	Yes		No	
Main Product Or	Service Sup	plied (E.G.: Sta	tionery/Cons	ulting)				
BEE Ownershi	p 🔾 (ails							
% Black Own rshi		% Black wome	en ownership			oled person/s vnership		
Does y ur com	any have a	BEE certificate	9	Yes		No		
What is your bro	oad based B	EE status (Lev	el 1 to 9 / U	nknown)			11	
How many pers	onnel does t	he firm employ	/ P6	ermanen	t	Part time		
Transnet Conta	ct Person							
Contact numbe	r							
Transnet opera	ting division							
Duly Authorise	ed To Sign F	or And On Be	half Of Firr	n / Orga	nisation			
Name					Designation			
Signature				С	Date			
Stamp And Sig	nature Of C	Commissioner	· Of Oath					
Name					Date			
Signature				Т	elephone No			
_						- 1		

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supplied documents mentioned above to the Transnet Official who is intending to procure your company's services/products.



2	V		JD.	OP	TV	OF	RI	ISI	N	FS	S
∠.	v	CI'	ИU	UR	I T	UL		JOII	N	EG	J

(Please tick as applicable)

(* - Minimum requirements)

2.1	mulcate the business	s sector in which your company is involved operating.
Agricultur	е	Mining and Quarrying
Manufacti	uring	Construction
Electricity	, Gas and Water	Finance and Business Services
Retail, Mo Services	otor Trade and Repair	Wholesale Tract commercial Agents and Allied Services
Catering, Other Tra	accommodation and de	Transport, Storage and Communications
Communi Personal	ity, Social and Services	Other (Specify)
Principal I	Business Activity *	
Types of	Services Provided	
Since who	en has the firm been	

2.2	What is	your	on pary's	s annual tu	rnover (e	xcluding	VAT)?	*	
<r20k< th=""><th>>R20k <r0.3m< th=""><th>>R0. \m \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \</th><th>>R1m -R5m</th><th>>R6m <r10m< th=""><th>>R11m <r15m< th=""><th>>R16m <r25m< th=""><th>>R26m <r30m< th=""><th>>R31m <r34m< th=""><th>>R35m</th></r34m<></th></r30m<></th></r25m<></th></r15m<></th></r10m<></th></r0.3m<></th></r20k<>	>R20k <r0.3m< th=""><th>>R0. \m \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \</th><th>>R1m -R5m</th><th>>R6m <r10m< th=""><th>>R11m <r15m< th=""><th>>R16m <r25m< th=""><th>>R26m <r30m< th=""><th>>R31m <r34m< th=""><th>>R35m</th></r34m<></th></r30m<></th></r25m<></th></r15m<></th></r10m<></th></r0.3m<>	>R0. \m \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	>R1m -R5m	>R6m <r10m< th=""><th>>R11m <r15m< th=""><th>>R16m <r25m< th=""><th>>R26m <r30m< th=""><th>>R31m <r34m< th=""><th>>R35m</th></r34m<></th></r30m<></th></r25m<></th></r15m<></th></r10m<>	>R11m <r15m< th=""><th>>R16m <r25m< th=""><th>>R26m <r30m< th=""><th>>R31m <r34m< th=""><th>>R35m</th></r34m<></th></r30m<></th></r25m<></th></r15m<>	>R16m <r25m< th=""><th>>R26m <r30m< th=""><th>>R31m <r34m< th=""><th>>R35m</th></r34m<></th></r30m<></th></r25m<>	>R26m <r30m< th=""><th>>R31m <r34m< th=""><th>>R35m</th></r34m<></th></r30m<>	>R31m <r34m< th=""><th>>R35m</th></r34m<>	>R35m

2.3 Wh	e are your operating/distribution centres situated *					

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

in business?

(* - Minimum requirements)

3.1	Did the firm previously opera	te under another name? *
YES	NO	

3.2	If Yes state its previous name:*
Registered N	Nam
Trading Nan	



3.3	Who were its previous owners / partners / directors?					
SURNAME & INITIALS		ID NUMBERS				

3.4	List Detail identity nu	s of curren ımber, citiz	t partn enship	iers, pro o, status	prietors a and owne	nd sharehold ership as rele	ders by i	name,
SURNAME & INITIALS	IDENTITY NUMBER	CITI- ZENSHIP	HDI	OIS ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING
			C					

3.5	List details of the fine:	current d	lirectors,	officers, c	hairman, secreta	ry etc.
SURNAME & INITIALS	IDEN ITY NEMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER
)					
YE						

3.6	List details of another firm:	firms personnel w *	ho have an owr	nership inte	rest in
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL
(Please tick as applicable)

(* - Minimum requirements)

4.1	How many personnel does the firm employ? *										
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL					
Permanent											
Part Time											

		20000	Loor order	INTERNALATI	07	TOTAL
**	BLACK	WHITE	COLOURED	INDIAN	OTNER	TOTAL
Women						
Disabled			4			
4.2	Provide Details of Empowerment (E	of Contact Person	on/s Responsible	f r Broad Las	ed Black Econor	nic
SI	JRNAME	INITIALS	DESIGN	ATION	TELEPH	ONE NO.
4.2.1	Is your company where NPAT + tot	a value adding al labour cost >	supplier (i.e. reg	istered as a ver enue)?	ndor under the V	AT Act of 199
YES		NO				
4.2.2	Is your company	a re upiel t of E	nterprise Develor	ment Contribu	itions?*	
YES		NO	î î			
,,						
4.2.3	May the above m		ation be shared a	and included in	Transnet Suppl	ier Database
YES		NO				
4.2.4	If you are succe	ssful in the te organisation	nder/contract (w n, will this have a	here applicable positive impac	e) and this is a t on your emplo	warded to yo yment plans?
		ssful in the te organisation	nder/contract (w n, will this have a	here applicable positive impac	e) and this is a t on your emplo	warded to yo yment plans?
4.2.4 YES		organisation	nder/contract (w n, will this have a	here applicable positive impac	e) and this is a t on your emplo	warded to yo yment plans?
YES		organisation NO	ı, will this have a	positive Impac	e) and this is a t on your emplo	warded to yo yment plans?
	If yes (above) kin	organisation NO dly provide the	n, will this have a	positive impac	t on your emplo	yment plans?
YES 4.2.5	company /	organisation NO	ı, will this have a	positive Impac	e) and this is a t on your emplo	warded to you
YES 4.2.5 Permanent	If yes (above) kin	organisation NO dly provide the	n, will this have a	positive impac	t on your emplo	yment plans?
YES 4.2.5 Permanent	If yes (above) kin	organisation NO dly provide the	n, will this have a	positive impac	t on your emplo	yment plans?
YES 4.2.5 Permanent	If yes (above) kin	organisation NO dly provide the WHITE	following information in COLOURED and in the numbers on works.	positive impac ation:	OTHER	yment plans?
YES 4.2.5 Permanent Part Time 4.2.6	If yes (above) kin	organisation NO dly provide the WHITE	following information	positive impac ation:	OTHER	yment plans?
YES 4.2.5 Permanent Part Time 4.2.6 Women	If yes (above) kin BLACK In terms of above	organisation NO dly provide the WHITE	following information in COLOURED and in the numbers on works.	positive impac ation: INDIAN man and disab	OTHER	yment plans?
YES 4.2.5 Permanent Part Time 4.2.6 Women	If yes (above) kin BLACK In terms of above	organisation NO dly provide the WHITE	following information in COLOURED and in the numbers on works.	positive impac ation: INDIAN man and disab	OTHER	yment plans?
YES 4.2.5 Permanent Part Time	If yes (above) kin BLACK In terms of above	organisation NO dly provide the WHITE kindly provide WHITE	following information in the colours of the colours	ation: INDIAN man and disab	OTHER led personnel: OTHER	yment plans?

NO

YES

4.2.9	If Yes to points	4.2.7 & 4.2.8, list details	s of employees/ex-	employees		
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYI OF	

Internal Transnet Departmental Questionnaire (hr office use only)

FR	TRE	TPT	TPL	TIPA	TRN		
Create	Amend	Block	Unblock	nce-Off / Em	ergency		
Extend	Delete	Undele	O.I.D.O.I.		,		
Supplie	er's trading name						
	er's registered name						
	indicate if the Supplie	er has a contract w	vit sour ing Trans	net OD Yes	No		
				1101.02			
i yes p	lease submit a copy	or the letter of a va	iu -				
a) Wh	nat is being procured	d from the suppli	er?				
i. Pro	oducts only	Yes	3	No			
ii. Se	rvices only	Yes	3	No	0		
iii. Labour only Yes			3	No			
v. Mix	c of services and pre	u Yes	3	No			
v. Mix of services and about Yes No							
aue	our answer is YES to one estionnaires, lave beaution ategic Supply Managem Yes No	orwarded to the appr ent team for a direct	opriate Transnet Ope	rational Divisions' dec	cision making bodies /		
c) If y	your proping to (b) is "NO)", please furnish i	reasons :				

I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS <u>IN ALL RESPECTS</u> BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER

NAF	ROW BA	SED (NB)						В	ROA	DBAS	SED (BBBB	EE)	
BEE O/S	BWBE	DPBE	MR	CONTB. LEVEL	EME: <r5m< th=""><th></th><th>(>R5r</th><th>QSE: n <r< th=""><th></th><th></th><th>LAR(>R3</th><th></th><th></th><th>VALIDITY DATE</th></r<></th></r5m<>		(>R5r	QSE: n <r< th=""><th></th><th></th><th>LAR(>R3</th><th></th><th></th><th>VALIDITY DATE</th></r<>			LAR(>R3			VALIDITY DATE
Name		Grade	Grade		Date			Signature						
						Y	W	Y	Ŋ.	W	TVI	D	11	
						Ϋ́	9	Ÿ	¥	Ivi	M	(C)	10	

RFP DECLARATION FORM

RFP for 138 Eloff Street - Refurbishment of office building

	NAME OF COMPANY:
	We do hereby certify that:
1.	Transnet has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2.	we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3.	at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4.	we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements, equested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5.	furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner (sharpholder (unlisted companies) of our company and an employee or board member of the ranspet of roup as indicated below: [Respondent to indicate if this section is not applicable] FULL NAME OF OWNER MEDBER/DIRECTOR/
4	ADDRESS: ADDRESS: ADDRESS:
	[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]

Tender Part T2: Returnable documents



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

SIGNED at	on this day of 20
For and on behalf of	AS WITNESS.
duly authorised thereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

PORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFP's exceeding R 5,000,000.00 (five million S.A. Rands) in value. Should a Resignment lave any material concern regarding an RFP process which meets this value complaint may be lodged with Transnet's Procurement Ombudsman for further nve tig tion.
- It incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- · An official complaint form may be downloaded from this website and submitted, together with documentation, within the prescribed period, supporting any procurement.ombud@transnet.net
- . For transactions below the R 5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- · All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

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Supplier Code of Conduct Declaration

l,	(insert name of Director or as per Authority Resolution from Board of
Directors)	
of	(insert name of Company)
hereby acknowledge having rea "Transnet Supplier Code of Con	nd, understood and agree to the torms and conditions set out in iduct."
Signed this on day	at
Signature	
PENIL	

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BOND - RETENTION PERCENTAGE CHOICE

The amount of the Guarantee (Performance Bond / Surety) is to be calculated as **10% or 5%** of the tender price. The Contractor has the option of providing the guarantee of 10% and having retention money of 5% withheld or vice versa

I agr	ee on the following arrangement	regarding the above:
1)	Guarantee / Bond / Surety:	%
2)	Retention:	%
Sigr (Ter	ned nderer)	
	20K	

Part T2 : Returnable documents



B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of **10** preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Acceditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 "all applicable taxes" include val e-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills lev lopment levies;
- 2.2 **"B-BBEE"** means broad-based basek economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic, Expression, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment A.*,
- 2.4 "Pin" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "contract" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "EME" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 "firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any

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- other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 "non-firm prices" means all prices other than "firm" prices;
- 2.13 "OSE" means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and P50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- "person" includes reference to a juristic person;
- in South African currency, calculated at the 2.15 "rand value" means the total estimated value of a AOTHE. time of bid invitations, and includes all applicable takes and excise duties;
- 2.16 "subcontract" means the primary contractor's assigning or leasing or making out work to, or employing another person to support accordingly contractor in the execution of part of a project in terms of the contract;
- "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 "trust" means the a comment through which the property of one person is made over or bequeathed administer such property for the benefit of another person; and to a trustee 1
- means my person, including the founder of a trust, to whom property is bequeathed in such roperty to be administered for the benefit of another person. order for

ATION USING A POINT SYSTEM 3. ADJUD

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

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

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

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	
Non-compliant contributor	0

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

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

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level o	Contributor	=	[maximum of	10 pc	oints

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

2 Subcontracting:

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

If YES, indicate:

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

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5.3

Declaration with regard to Company/Firm

(i)	Name of Company/Firm
(ii)	VAT registration number
(iii)	Company registration number
(iv)	Type of Company / Firm Partnership/Joint Venture/Consortium One person business/sole propriety Close Corporations Company (Pty) Ltd [TICK APPLICABLE BOX]
(v)	Describe Principal Business Activities
(vi)	Company Classification Manufacturer Supplies Processional Service Provider other Service Providers, e.g Transporter, etc [TICK APPLICABLE BOX]
div	Total number of years the company/firm has been in husiness

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TRANSNET



BID DECLARATION

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

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

1.	Same dans to the same and the s	SIGNATURE OF BIDDER
2.		
		DATE:
	COMPANY NAME:	
	ADDRESS:	
		<u> </u>
SIGNA	TURE OF WITNESS	SIGNATURE OF RESPONDENT

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"TRANSNEF"

WITNESSE



SUPPLIER DEVELOPMENT INITIATIVES

1.1 Aim and Objectives

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and an inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] and New Development Plan [NDP] aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa. Transnet fully endorses and supports Government's New Growth Path policy.

The key focuses of the NGP include:

- increasing employment intensity of the economy
- addressing competitiveness
- balancing spatial development of rural areas and poorer provinces
- reducing the carbon intensity of the economy
- creating opportunities in improving regional and global concentration
- enabling transformation that benefits a wider large of social actors in society e.g. workers, rural communities, youth and women

Transnet, as a State Owned Company [**(OC)**, lays an important role to ensure these objectives are achieved. Therefore, the purchasing of goods and ervices needs to be aligned to Government's objectives for developing and transforming the local supply base. Transnet's mission is to transform its supplier base by engaging in targeted supplier development initiatives to support localisation and industrialisation whilst providing meaningful opport nities for Black¹ South Africans with a particular emphasis on:

- Youth [16 to 35 ver olds]
- Black women
- People with lisabilities
- Snall basinesses
- R ral atogration

1.2 Supplier Development [SD]

framework from the Department of Public Enterprises [**DPE**]. This framework allows for a basic set of principles to be applied to appropriately targeted SD initiatives. Supplier development initiatives aim to build local Service Providers who are competitive through building capability and capacity. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity Supplier Development Classification Matrix [**IC**³ **Matrix**]. Currently there are four quadrants of SD initiatives which Transnet considers according to the IC³ Matrix. This RFP has been identified as strategic, involving high commercial leverage and high value.

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¹ "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

As a prequalification criterion to participate in this bid, Respondents are required to provide a commitment that the monetary value of all SD initiatives to be undertaken by them will not be less than 10% [ten percent] of the contract value.

Accordingly, Respondents are required to provide a commitment of the Supplier Development initiative they will undertake during the contract period in the **Supplier Development Value Summary**. In addition, Transnet requires that all Respondents submit a **Supplier Development Plan** demonstrating how they will discharge their commitments made in the Supplier Development Value Summary. The contract which will be concluded with the successful bidder will incorporate the SD undertakings made in the abovementioned documents as a term of the contract.

- a) For a detailed understanding of the IC³ Matrix, the respective SD initiatives and their objectives, please refer to the "Supplier Development Guidelines" appended hereto as **400 endix (iv)**. This document must be used as a guideline to complete the SD Plan.
- b) The following Supplier Development [SD] focus areas have been denized, namely

Category	Description
Job Creation/Preservation	Number of jobs created or preserved resulting from the average of contract
Enterprise and Supplier Development	Encouragement for growth and the expansion of emerging local firms, through procurement and support mechanisms
Rural Integration and Regional Development	Incorporation of the use of rural labour and regional businesses which will contribute to NGP objectives

c) The **Supplier Developmen Plan** is to be submitted as a separate document, developed in line with the criteria set out in the **Supplier Development Value Summary**. The Supplier Development Plan is a detailed natiative document explaining the Respondent's Bid value as summarised in the Supplier Development Value Summary. The SD Plan should outline the type of activities you intend to embark upon should you be awarded the contract. This SD Plan should also provide an overview of what you intend to achieve, when, and the mechanisms whereby you will achieve those objectives. The SD Value boundary and SD Plan will represent a binding commitment on the part of the successful Respondent.

Annexure **A** must be completed, indicating by cross-reference the detailed areas which have been addressed in your SD Plan for each of the evaluation criteria listed in paragraph 1.2 (b) above, together with the Value Indicators therefor.

Notes for completion of the SD Plan:

- (i) Respondents are required to address each of the aspects under the detailed SD Description as a minimum for submission. This is not an exhaustive list however, and Respondents must not be limited to these choices when compiling each section.
- (ii) Please provide detailed calculations to illustrate how your estimated Rand values have been derived.
- (iii) Respondents are required to provide an electronic copy [CD] of the completed SD documentations as part of the SD Plan submission.

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1.3 Additional contractual requirements

Should a contract be awarded through this RFP process, the successful Respondent(s) [hereinafter referred to as **the Service Provider**] will be contractually committed, *inter alia*, to the following conditions:

- a) The Service Provider will be required to submit a **Supplier Development Implementation Plan** within 45 [forty-five] days from the signature date of a Letter of Intent [**LOI**]. This Implementation Plan represents additional detail in relation to the SD Plan providing an explicit breakdown of the nature, extent, timelines and monetary value of the SD commitments which the Service Provider proposes to undertake and deliver during the term of the contract. Specific milestones, timelines and targets will be recorded to ensure that the Implementation Plan is in line with Transpet's SD objectives and that implementation thereof is completed within the term of the contract.
- b) The Implementation Plan may require certain additions or updates to the initial SD Plan in order to ensure that Transnet is satisfied that development objectives will be met.
- c) The Service Provider will need to ensure that the relevant mechanisms and procedures are in place to allow for access to information to measure and verify the Sarvice Provider's compliance with its stated SD commitments.
- d) The Service Provider will be required to provide:
 - (i) monthly status updates to Transnet fo each SD initiative. [Detailed requirements will be provided by Transnet];
 - (ii) quarterly status reports for Traisnet and the DPE. [Detailed reporting requirements will be provided by Transnet]; and
 - (iii) a final Supplier Development report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all SD components plus auditable confirmation of the Rand value contribution associated with each such SD commitment.
- e) All information proceded by the Service Provider in order to measure its progress against its stated targets will be auditable.
- f) New Provider will be required to submit this Implementation Plan to Transnet in writing, within 45 forty we] days after signature of a Letter of Intent [LOI], where after both parties must reach an agreement [signed by both parties] within 20 [twenty] days. Transnet will reserve the right to reduce or increase the number of days in which the Service Provider must submit its Implementation Plan if it is deemed reasonable, based on the degree of complexity of the SD initiative.
- g) The contract will be conditional on agreement being reached by the parties on the Implementation Plan submitted by the Service Provider. Therefore failure to submit or thereafter to agree to the Implementation Plan within the stipulated timelines will result in the non-award of such a contract or termination thereof.
- h) Failure to adhere to the milestones and targets defined in an Implementation Plan may result in the invocation of financial penalties, to be determined at Transnet's discretion, as well as providing Transnet cause to terminate the contract in certain cases where material milestones are not being achieved.

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1.4 Supplier Development Returnable Documents

Attached herewith is the following documentation:

- Declaration of Supplier Development Commitments [mandatory]
- SD Plan -[essential]
- SD Value Summary –[mandatory]

Respondents are to note whether the abovementioned documents are listed as mandatory or essential returnable documents in Part T2: of the Recurrable Documents to this RFP as failure to submit, or to submit an incomplete mandatory returnable document will result in disqualification of your Proposal. Failure to submit a essential returnable document may result in disqualification of your Proposal.

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DECLARATION OF SUPPLIER DEVELOPMENT COMMITMENTS

I/We			-
hereby agree/do not agree to	commit that not le	ss than 10% of	the contract value will be sp
cumulatively on Supplier Developm	ent Initiatives. This p	re-qualification cri	terion must be discharged aga
the following Supplier Developme	nt categories as out	lined in the Supp	lier Development Value Sumr
[Annexure A]:			
-			~
Job Preservation			
 Enterprise and Supplier I 	Development		
Rural / regional integrati	on		
I/We do hereby certify that the Su	pplier Development co	or mith ents made	in relation to this RFP are sole
relation to this transaction and are	not duplicated in re	lation to any other	r contracts that I/we have sec
with any other organ of state include			
, ,			
Furthermore, I/we do hereby decla	re that this a dertakir	ng also applies to a	any other contracts that I may
secured with Transnet including			
verification of this undertaking, the			
	TOHOWING IS A LIST OF C	onciacts with Supp	ner bevelopment communents
I/we have secured with Transpet:			
SIGNED at	on this		
SIGNED at	on this		
SIGNED at	on this		
SIGNED at	on this		
SIGNED at	on this		
SIGNED at	on this		
SIGNED at	on this	day of	
1850	on this	day of	20
1850	on this	day of	20
1850	on this	day of	20
1850	on this	day of	20
1850	on this	day of	20
1850	on this	day of	20

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B-BBEE IMPROVEMENT PLAN

Transnet encourages its Service Providers to constantly strive to improve their B-BBEE rating and requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate whether they will maintain or improve their BBBEE status over the contract period..

Additional contractual requirements

Should a contract be awarded through this RFP process, the successful Respondent(s) may be contractually committed, *inter alia*, to the following conditions:

- a) The original B-BBEE Improvement Plan may require certain additions of updates in order to ensure that Transnet is satisfied that developmental objectives will be met.
- b) The Service Provider will need to ensure that the relevant mechanisms and procedures are in place to allow Transnet access to information to measure and verify the Service Provider's compliance with its stated B-BBEE Improvement commitments.
- c) The Service Provider will be required to provide:
 - (i) quarterly status reports for Transnet
 - (ii) a final B-BBEE Improvement Plan pook to be submitted to Transnet prior to the expiry date of the contract, detailing delivery any temenation and completion of all B-BBEE Improvement components.
- d) All information provided by the Service Provider in order to measure its progress against its stated targets will be auditable.

Respondents are requested a submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of *Ann. xux* B appended hereto. [Refer **Annexure** B for further instructions]

*667	
Respondent's Signature	Date & Company Stamp

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ANNEXURE B: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which their ownership, management control, Supplier Development, Preferential Procurement and Enterprise Development will be maintained or improved over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage in the task below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.

Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.

	OWNERSHIP INDICATOR	Required Responses	Current Status (%)	Future Target (%)
1.	The percentage of the business owned by Black ¹ persons.	Provide a commitment based on the extent to which a very ship in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or in creased over the contract period.		
2.	The percentage of your business owned by Black women.	Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
3.	The percentage of the business community by Black youth	Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
4.	The percentage of the business owned by Black persons living with disabilities	Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
5.	New Entrants ³ (Early stage business)	Provide a commitment based on the extent to which new entrants will be supported over the contract period.		

^{1 &}quot;Black" means South African Blacks , Coloureds and Indians , as defined in the B-BBEE Act, 53 of 2003

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^{2 &}quot;Black youth" means Black persons from the age of 16 to 35

^{3 &}quot;New Entrants" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

	MANAGEMENT CONTROL INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
6.	The percentage of Black Board members in relation to the total number of Board members	Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.		
7	The percentage of Black female Board members in relation to the total number of Board members	Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.		
8.	Black Executives directors as a percentage of all executive directors	Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increase over the contract period.	7	
9.	Black female Executives directors as a percentage of all executive directors	Provide a commitment based on the extent to which the number of Black remale executive Directors as a percentage of all Executive Directors would be sustained or increased over the emptract period.		
Oth	er Executive Management	Required Response	Current Status (%)	Future Targets (%)
10.	Black Executive Management as a percentage of all executive directors	Provide a commument based on the extent to which the pumber of Black executive Managers as a percentage of all Executive Sirectors would be sustained or increased duer the contract period.		
11.	Black Female Executive Management as a percentage of all executive directors	Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.		
v v 4 ^	Senic Management	Required Response	Current Status (%)	Future Targets (%)
	Black employees in Senior Management as a percentage of all senior management	Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.		
13.	Black female employees in Senior Management as a percentage of all senior management	Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of		

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		overall strategy, over the contract period.		
, inter	Middle Management	Required Response	Current Status (%)	Future Targets (%)
14.	Black employees in Middle Management as a percentage of all middle management	Provide the percentage of Blacks that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.		
15.	Black female employees in Middle Management as a percentage of all middle management	Provide the percentage of Blacks femals; that would be retained or appointed by the organisation in the middle manage , and cadre and would be operationally involved in the day to day management of the business, with individual desponsatively for a particular area within the lusiness and actively involved in the day to day management of the organisation, over the contract position.		
Jun	ior Management	Required Response	Current Status (%)	Future Targets (%)
16.	Black employees in Junior management as a percentage of all junior management	Privide a commitment based on the extent to which the number of Black Junior Manniers as a percentage of the total photor Managers, would be sustained or increased over the contract period.		
17.	Black female employees in Junior management as a percentage of all Junior management	Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.		
Em	pla (ees with disabilities	Required Response	Current Status (%)	Future Targets (%)
18.	Black employees with disabilities as a percentage of all employees	Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.		
	PREFERENTIAL PROCUREMENT INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
19.	B-BBEE procurement spend from all Empowering Suppliers ⁴ based on the B-	Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained		

⁴ "Empowering Suppliers" means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:

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	BBEE procurement recognition level as a percentage of total measured procurement spend	or increased over the contract period.	
20.	20 B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period	
21.	B-BBEE procurement spend from Exempted Micro- Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend	Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period	
22.	B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	Provide a commitment based on the extent to which spend from Fine wering Suppliers who are more that 51 6 Black-owned would be maintained of increased over the contract period.	
23.	B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based in the applicable B-BBEE Procurement Recognition Levels as a potential of Total Measured Frocurement Spend	while a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black womenowned would be maintained or increased over the contract period.	
24.		Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be	

(a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.

(b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.

- (c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.
- (d) Skills transfer at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.
- ⁵ "Designated Groups" means:
- unemployed black people not attending and required by law to attend an educational institution and not awaiting admission a) to an educational institution;
- black people who are youth as defined in the National Youth Commission Act of 1996;
- black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- black people living in rural and under developed areas; and
- black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

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		maintained or increased over the contract period.		
SUPPLIER DEVELOPMENT INDICATOR		Required Response	Current Status (%)	Future Target (%)
25.	Annual value of all Supplier Development ⁶ Contributions made by the Measured entity as a percentage of the target	Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.		
EN	ITERPRISE DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
26.	The organisation's annual spend on Enterprise Development ⁷ as a percentage of Net Profit after Tax [NPAT]	Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.	Ž	

⁶ "Supplier Development" means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries: (a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises

which are at least 51% black owned or at least 51% black women owned.

Part T2: Returnable documents

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Supplier Development within the contest of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

[&]quot;Enterprise Development" means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

⁽a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;

ANNEXUREC: SUPPLIER DEVELOPMENT PLAN

Transnet requires that all Respondents submit a **Supplier Development Plan** demonstrating how they will discharge their commitments made in the Supplier Development Value Summary.

The Supplier Development Plan is a detailed narrative document explaining the Respondent's SD proposal as summarised in the Declaration of Supplier Development Commitments.

Respondents must compile the SD plan, with an understanding of Supplier Development as detailed and described in the SD Guideline Document and further guided by the specific requirements mentioned below.

Important Notes for completion of SD Plan:

- (i) Respondents are urged to pay careful attention to the compilation of the SD Plan since it, together with the Declaration of Supplier Development Commitments, represents a binding commitment on the part of the successful Respondent.
- (ii) Respondents are required to address each of the categories inder the detailed SD Description as a minimum for submission. This is however not an exhaustive list and Respondents are not limited to these choices when compiling each section.
- (iii) Respondents must ensure that the Declaration of Supplier Development Commitments submission and the SD Plan submission are accurately cross-referenced with each other.
- (iv) Respondents are requested to address each time SD aspects in no more than two (2) pages per category, to avoid lengthy submissions.
- (v) Respondents are required to privide an electronic copy [CD] of the completed Declaration of Supplier Development Commitments and SD lan as part of their submissions.

Minimum SD plan requirement

The SD Plan should outline be type of activities you intend to embark upon should you be awarded the contract. This SD Plan should also provide an overview of what you intend to achieve, by when, and the mechanisms to be used to achieve those objective.

Category	Description
Job Preservation	Number of jobs created resulting from the award of contract
Enterprise and Supplier Development	Encouragement for growth and the expansion of emerging local firms, through procurement and support mechanisms
Rural Integration and Regional Development	Incorporation of the use of rural labour and regional businesses which will contribute to NGP objectives



SUPPLIER DEVELOPMENT PLAN

1.	Supplier Development Executive Summary	
	T	
	············	
2.	Supplier Development plan per category:	
	2.1. Job Preservation	, 1
	2.2. Enterprise and Supplier Development	
	2.3. Rural / regional integration	
Conclus	sion	
lespon	dent's Signature	Date & Company Stamp

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Appendix (iv)

SUPPLIER DEVELOPMENT GUIDE DOCUMENT

[January 2014]

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Note

For the purposes of this document, any reference to a/the "**Supplier/Service Provider**" shall be construed to mean a reference to a Respondent (in term) of this RFP) and/or to a successful Respondent (to whom the business is to be awarded), as so it dicated by the context hereinafter.

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1 What is Supplier Development?

The Supplier Development (**SD**) Programme is an initiative of the Department of Public Enterprises (**DPE**) supported by Transnet. The aim of SD is to increase the competitiveness, capability and capacity of the South African supply base where there are comparative advantages and potential for local or regional supply. This can be achieved through skills transfer, as well as building new capability and capacity in the South African supply base. In addition, SD has its roots grounded firmly around the transformation of South Africa and the empowerment of previously disadvantaged individuals and enterprises.

2 Background and Guidance on the Supplier Development Objectives for South Africa

As a developing economy with inherent structural and social imbalances. So th Africa is facing the significant economic challenge of increasing growth in a manner that includes all South Africans. The historical lack of investment in infrastructure in South Africa has negatively impacted in a calculatory, resulting in a loss of key skills and a decrease in manufacturing industry capabilities. To remond this, Government policies have been designed to address these imbalances and to act as a catalyst of thange for the benefit of South Africa.

One of these Government policies, the New Growth Path (**NGP**) aims to enhance growth, employment creation and equity by reducing the dependencies of South African industries on imports, and promoting the development of skills and capabilities that are in short supply within the country. It identifies strategies that will enable South Africa to grow in a more equitable and inclusive manner and promotes the development of new industry to attain South Africa'd developmental agenda.

Transnet's SD effort is closely aligned to the NGP objectives and as a result we are able to fulfil our commitment to sustainability within South Africa whilst at the same time addressing other corporate objectives including increasing productively and efficiency, volume growth, capital investment, financial stability, funding, human capital, STEQ regulatory compliance and improving customer service.

The combined objectives of Transnet and Government will be realised through:

- accessively implementing capital investment plans which will result in competitive local industries;
- inproving operational efficiency;
- king procurement to influence the development of the local supplier industry; and
- ensuring it creates sufficient economic opportunities for the participation of previously disadvantaged groups.

This will lead to Transnet achieving its long-term objective of increasing both shareholder and societal value using its procurement expenditure to ensure local development through the sustainable growth of capability and capacity in South Africa's supply chain and the inclusion of the previously disadvantaged individuals in the economy in a manner that is beneficial to Transnet, South African industry and the people of South Africa. As a result this State Owned Company (**SOC**) is able to fulfil its responsibility as the biggest link in the South African freight logistics chain whilst complementing the objectives of Government.

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3 Transnet's Supplier Development Objectives and Framework

To aid its implementation of SD, Transnet has adapted an existing framework from the DPE. This framework allows for a basic set of principles to be applied to appropriately target SD initiatives. Supplier Development initiatives aim to assist local suppliers in developing their competitive advantage through increasing their capability and capacity potential. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity (**IC**³) Supplier Development Classification Matrix.

This framework encapsulates the types of SD opportunities which Transnet currently considers effective and allows Transnet to move its SD structure away from a dynamic policy environment towards a framework that is designed around general Supplier Development objectives. This enables Transnet to adopt a standard structure but also allows the flexibility to reconsider emphasis on certain aspects as objectives change. The IC³ Matrix (refer to Figure 1 below) categorises SD opportunities in a matrix based on their value, extent of industrial leverage and strategic importance to Transnet. Further objective, risk and the length of procurement period.

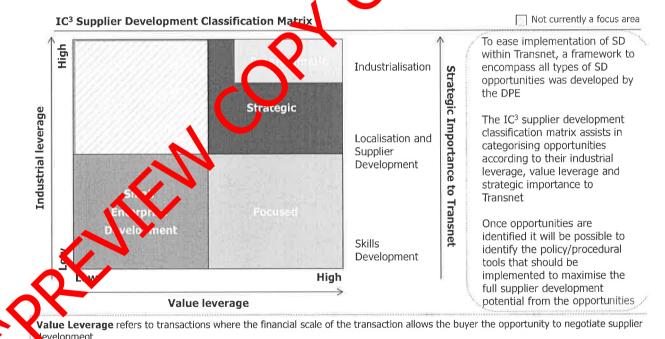


Figure 1: The IC³ Supplier Development Classification Matrix

the item being purchased allows for local supply chain development around a particular industry

Industrial Leverage refers to transactions whereby the nature of the procurement is such that the scale and the industrial complexity of

Strategic Importance to Transnet refers to the extent to which the product to be procured has a impact on Transnet's core business

In order for Suppliers/Service Providers to successfully meet the needs of a particular initiative, a detailed understanding of each guadrant is required.

3.1 **Programmatic**

Programmatic initiatives follow a longer than normal planning horizon and generally exceed the funding capacity of Transnet's balance sheet. Collaboration between the SOC and Government is achieved through focused task teams whereby infrastructure development and industrialisation is achieved

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RFP No SI/PROP13016 CIDB 138 Eloff Street: Refurbishment of office building

Transnet Freight Rail A Division of Transnet SOC Ltd

through joint support and in some cases public spending. Investment is focused in plant, technology and skills in both intermediate and advanced capabilities to develop competitive advantage.

3.2 Strategic

Strategic initiatives follow a three to five year planning horizon, involving investment in at least plant, technology and/or skills in intermediate capabilities. This enforces the need for multinational corporations and Original Equipment Manufacturers (**OEMs**) to develop a certain percentage of their products locally. Strategic initiatives can therefore be used to achieve Transnet's objectives by increasing the competitiveness, capability and efficiency of local suppliers. Strategic initiatives can sometimes focus on advanced capabilities but will in most cases require covernment support to develop local capability.

3.3 Focused

Focused initiatives include all high value transactions with united industrial leverage and medium to low strategic importance. These initiatives address show to medium-term contracts that can be leveraged to encourage Supplier Development, with a focus on investment in technology or skills to enhance existing local capability. Emphasis will largely be place to benefiting previously disadvantaged individuals. The overall result improves the socio-economic environment by creating competitive local suppliers and furthers objectives of empowerment, trait formation and regional development.

3.4 Small Enterprise Develorment

Small Enterprise Development initiatives are typically of low value and have no industrial leverage as they are characterized by typically low complexity goods and high competition. These initiatives concentrate of increasing the capability of small local suppliers and are targeted toward historically disadvantaged individuals and communities, providing basic skills development and improving local employment and quality job creation. It includes a wide range of non-financial services that help each previous start new business and grow existing ones.

4 Best once ased on the IC³ Matrix Quadrants

has it on the supplier-buyer power, industrial complexity, risk and the length of procurement period, the supplier/Service Provider is expected to formulate a SD Plan to identify the opportunities that it will pursue. Ideally the SD Bid Plan should address factors that are specific to the applicable quadrant of the IC³ matrix.

Transnet has identified a number of opportunities which may aid a Supplier/Service Provider in formulating its response based on each quadrant. Each of the opportunities identified by the Supplier/Service Provider should have a direct or indirect effect on the value it creates for the country in order to maximise the socio-economic impact.

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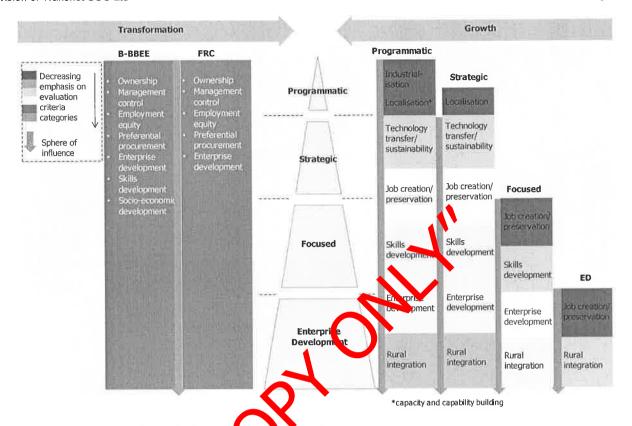


Figure 2: Transpet value apture through supplier influence

4.1 Programmatic

The strategic objective of "Programmatic transactions" is to assist Government to achieve its industrialisation objectives through the development of the local supplier base, in order to increase the cost efficiency of SOC procurement, support and maintenance programmes. In order to satisfy this objective assume of focus areas and key outcomes have been identified:

- a) Prigrammatic Focus Areas -
 - Industrialisation
 - Capability and capacity building in South Africa
 - Technology transfer
 - Skills development related to the manufacturing process and the industry
 - Development of new technology and innovation
 - Investment in plant
 - Development of local companies aligned to empowerment objectives
- b) Key Outcomes -
 - Industrialisation
 - Manufacturing capability and capacity building
 - Technology transfer
 - Skills development

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4.2 Strategic

The main objective of Strategic transactions is to leverage local downstream suppliers through large-scale SOC procurement in order to develop a competitive local supplier base. In response to these objectives the following are the specific focus areas and key outcomes applicable:

- a) Strategic Focus Areas -
 - Capability and capacity building in South Africa
 - Transfer of technology and innovation to local suppliers from foreign OEM's
 - Skills development related to the industry
 - Development of local companies aligned to empowerment electives
- b) Key Outcomes -
 - Increased S.A. manufacturing capability and capacity
 - Increased technology transfer
 - Skills development
 - Job creation/preservation

4.3 Focused

Focused initiatives assist local suppliers to improve their performance, enhance their existing production and skills capabilities with emphasis being placed on benefiting previously disadvantaged individuals and rural development. In order to satisfy these objectives a number of focus areas and key outcomes have been identified:

- a) Focused Focus (reas
 - Developing a local supplier base that supports preferential procurement outcomes
 - Developing skills within the specific industry
 - ating opportunity for job preservation
 - leducing income inequality in specific regions
- Outcomes -
 - Empowerment
 - Skills development
 - Rural development
 - Job creation/preservation

4.4 Small Business Development

Enterprise Development (**ED**) objectives are centred around assisting local suppliers to improve their skills by placing increased emphasis on benefiting previously disadvantaged individuals and rural development in line with the Broad-Based Black Economic Empowerment (B-BBEE) strategy. The following focus areas and key outcomes have been identified:

- a) Small Business Development Focus Areas -
 - Providing small businesses with opportunities and preferential trading terms, increased focus on Black woman-owned enterprises, focus on the youth, people with disabilities and region-specific initiatives

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- Empowering previously disadvantaged individuals to create their own businesses resulting in quality job creation
- b) Key Outcomes -
 - Empowerment
 - · Rural development
 - Skills development
 - Job creation/preservation

Based on these focus areas and key outcomes, a Supplier/Service Provider would need to actively focus on the quadrant-specific requirements in order to maximise the potential commercial benefit for Transnet, South Africa and themselves. In doing so value can be created across all lines of reporting resulting in continued relations.

5 Supplier Development Category Definitions and High Level Descriptions

5.1 Industrialisation

Industrialisation refers specifically to industrial development that will result in globally leading capabilities within South Africa.

	Criteria		Description
>	Value of investment in plant	>	Quantification of the monetary value invested in machinery, equipment and/or buildings as a result of this RFP
>	Percentage With investment of plant purchased in South Africa	A	Percentage value invested in machinery, equipment and/or buildings that are sourced from local companies
A	Reduction in Import leakage	A	A percentage indication of the increase in locally supplied products and therefore the resultant decrease in imports as a result of the award of a contract
S	Potential increase in export content	A	The percentage increase in exports that will result from increased industrial capability locally in relation to the award of a contract

South African Capability and Capacity Building

South African capability and capacity building refers specifically to industrial development that focuses on value-added activities for the local industry through manufacturing or service-related functions.

	Criteria		Description
>	Value-added manufacturing activity/activities to be undertaken in South Africa	>	Description of value-added activities to be performed during the contract period in South Africa
>	Service-related functions to be undertaken in South Africa	>	Description of service-related functions to be performed during the contract period in South Africa
>	Number of local suppliers in the	>	Number of South African suppliers that are to

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Criteria	Description
supply chain	be utilised in the fulfilment of a contract

5.3 Technology transfer/sustainability

Technology improvements are intangible assets with significant economic value. The Supplier/Service Provider will be measured on its plan to transfer knowledge and IP to contribute towards capability building of the local supply base, which ultimately leads to improved efficiency and capability. Plans to assist in this by a SupplierService Provider must be assessed to enable the local supply base to potentially export its newly-acquired technological know-how, thereby decreasing capital leakage.

	Criteria		Description Description
Tec	chnology transfer including:		
>	Methods of manufacturing	>	Introduction of Mnew/improved method of manufacturing
>	Introduction of new technologies	>	Provision of new technologies: o For processes o ICT
>	IP transfer (number and value)	۶	The provision of patents, trademarks and copyrights
A	Number of local supplies to be evaluated for integration into the OEM supply chain	>	An indication of the number of South African suppliers that an OEM/Service Provider plans to evaluate for possible inclusion into its supply chain, should it meet the requirements

5.4 Skills development

Skills development indicates the company's commitment to education and whether that fits in with targeted groups (artisans, technicians, etc.). Consideration needs to be directed towards the adequate quality and value of skills so developed in order to allow for better evaluation in line with Government's overtices.

	Criteria		Description
A	Number of downstream supply chain individuals to be trained including: Number of artisans trained Number of technicians trained Number of black people trained Total number of people trained	A	Number of individuals that the Supplier/Service Provider plans to train in the local industry over the contract period; training undertaken in the previous year will be taken into account
A	Number of company employees to be trained	A	Number of individuals within the company (in South Africa) that the Supplier/Service Provider plans to train over the contract period; training undertaken in the previous year will not be taken into account as past employee training appears in the skills development pillar of the B-BBEE scorecard; criteria broken down as for industry training

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	Criteria		Description
			above
>	Certified training (yes/ no)	>	Compliance with local and/or international skills accreditation
>	Rand value spent on training	A	Total planned monetary value spend (as a % of contract value) on skills development /training for the contract period within the industry; money spent in the previous year will be included in year 1 to make allowance for Suppliers/Service Providers who have just completed a training three within the industry
>	Number of bursaries/ scholarships (specify field of study)	>	The number of higher education bursaries/scholarships provided in the previous year and planned for the length of the contract
A	Number of apprentices (sector must be specified)	>	The number of apprentices that the Sypphic (Syrvice Provider plans to enlist during the course of the contract
>	Investment in Schools in specific sectors e.g. engineering	X	The monetary value that the Supplier/Service Provider is prepared to invest in the development and running of schools to increase technical skills development

5.5 **Job creation/preservation**

Job creation and/or preservation llows assessment of Government's objectives to increase labour absorption, focusing on unskilled workers and the youth.

	Citteria		Description
>	Number of isos preserved	>	Number of jobs which would be preserved through Award of Contract
Y	Number of jobs created including:	>	Number of jobs to be created during the period of the contract
	New skilled jobs created		Jobs for people in a specialised field of work requiring a defined training path and / or requisite level of experience in order for them to perform that role. These people could be in possession of a certificate, diploma or degree from a higher education institution.
	New unskilled jobs created		Jobs for people where the field of work does not require extensive formal training or from whom no minimum level of education is required
>	Number of jobs created for youth	>	Jobs created for individuals aged 16 – 35 years
>	Number of jobs created for Black youth	>	Jobs created for Black individuals aged 16 – 35 years

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5.6 **Enterprise and Supplier Development**

Small business promotion criteria give an indication of the Supplier/Service Provider's commitment to developing small business in line with NGP and B-BBEE requirements.

	Criteria		Description
A	Percentage procurement from: QSEs EMEs Start-ups B-BBEE Facilitators	>	Refers to the planned procurement from small business as a % of the total planned procurement spend
>	Sub-contracting	A	Refers to sub-contricting to QSEs/EMEs that are preferably Slock Owned, Black Women Owned, Black Youth Owned or owned by Black People with disabilities
>	Non-financial support provided to small business	>	Supplie space Providers will be credited for each con-financial ED support that they are planning to give to small business e.g. Professional support; employee time allocated to assisting small business
A	Financial support provided small business		Suppliers/Service Providers will be credited for each financial ED support initiative that they are planning to undertake during the contract period e.g. Shorter payment terms; interest free loans
A	Joint ED initiatives with Transnet	>	The number of ED initiatives that the Supplier/Service Provider will jointly run with Transnet: That are aligned to Transnet's objectives That are non-financial in nature

5.7 Rural development/integration

Para any lopment / integration indicates the Supplier's/Service Provider's planned use of local labour and business which will contribute to Governments NGP objectives and result in supply chain efficiencies. Commitment to rural development will result in the alleviation of poverty and thereby contribute to development objectives. The development must be sustainable in order to have a long-term and meaningful impact.

	Criteria		Description
>	Number of local employees	>	Number of people employed from within the town/city of operation
>	Value spent on local business	>	Monetary value spent on businesses within the town/city of operation
A	Proximity of business to operations	>	The locality of the business in relation to operations, preference is given for regional (provincial) locality
A	Number of rural businesses to be developed	A	The number of rural businesses that the Supplier/Service Provider plans to develop as a result of the contract

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	> Value of development to local	>	The monetary value spent on rural
	community (sustainable)		community development that will result in
١			long-term social improvements

6 Market Intelligence Assistance

Suppliers/Service Providers with limited knowledge of the local market, supply base and its capabilities may require assistance in identifying local suppliers and the development needs in order to develop its SD Plan. The United Nations Industrial Development Organisation (UNIDO) supplies a benchmarking service in South Africa which will be able to assist Suppliers/Service Providers in identifying potential local suppliers with which to work. In addition, this service will provide insight as to the type of support that these local suppliers require in order to become more competitive. UNIDO's benchmarking tool gives insight into the performance levels being seen in Suppliers'/Service Providers' businesses and the practices used an deliver the products or services being offered. The benchmarking tool focuses on:

- 6.1 Performance data relating to
 - a) Financial performance
 - b) Customer data
 - c) Processes
 - d) Learning & growth
- 6.2 Company's current business situation
 - a) Plans for the business and capabilities to manage their fulfilment
 - b) Ability to generate business
 - c) Employee relation hips
 - d) Devroping new markets
 - e) Personal products and services
 - f) M naging money

The UNIO benchmarking tool provides a basic framework through which an understanding of the South crican market can be established. Whilst the list of criteria may not be exhaustive, Suppliers/Service Providers are tree to meet with UNIDO to further understand how they can work together to develop a deeper understanding of the market and the SD opportunities available.

7 Government Policy Documents

NIPP	http://www.thedti.gov.za/industrial_development/nipp.jsp
IPAP2	http://www.thedti.gov.za/DownloadFileAction?id=561
CSDP	http://www.dpe.gov.za/res/transnetCSDP1.pdf
NGP	http://www.thepresidency.gov.za/pebble.asp?relid=2323

8 Other Reference Websites

Website

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Department of Public Enterprise (DPE)	www.dpe.gov.za
United Nations Industrial Development Organisation (UNIDO)	www.unido.org/spx



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GLOSSARY OF WORDS

Broad-Based Black Economic Empowerment (B-BBEE)

Enterprise Development (ED)

Industrial Policy Action Plan II (IPAPII)

Integrated Supply Chair Handres lent (iSCM)

New Growth Path (NGP)

A South African legal requirement that require all entities operating in the South African economy to contribute to empowerment and transformation

An element contained within the B-BBEE scorecard whereby a Measured Entity can receive recognition for any Qualifying Enterprise Development Contributions towards Exempted Micro-Enterprises or Qualifying small Enterprises which are 50% black owned or 30% black voman owned. Enterprise Development Contributions consists of monetary and non-Mon-recoverable contributions monetary, recover ta our of a beneficiary entity by a actually initiate measured entity with the specific objective of assisting or accelerating the development, sustainability and ultimate ial incopendence of the beneficiary. This is commonly blished though the expansion of a beneficiaries fina cial and/ or operation capacity.

The implementation plan for the National Industrial Policy Framework (NIPF) which details key action plans (KAPs) and timeframes for the implementation of industrial policy actions in line with the NIPF.

Refers to an integrated "one supply chain management" strategy within Transnet which has been developed with Centres of Excellence (COEs) with cross-functional teams comprising divisional and corporate task team members, to deliver value through improved efficiencies and compliance with the regulatory environment.

Developed by the Economic Development Department tabled in January 2010 frames a new approach to unlocking economic growth by knitting together the IPAP2 as well as policies and programmes in rural development, agriculture and, sciences & technology, education, skills development, labour, mining and beneficiation, tourism and social development with the aim to target limited capital and capacity at activities that maximise the creation of decent work opportunities. Key indicators include: Quality job creation, Youth employment, Labour intensive growth, and

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Equity.

Original Equipment Manufacturer (OEM)

Refers to a manufacturing company that owns the intellectual property rights and patents for the equipment it sells and services

Socio-economic Development

Refers to development which addresses social and economic aspects such as job creation, poverty reduction and increased national value add and which not only focuses on the business's financial bottom line.

State Owned Company (SOC)

Refers to Government-owned comorations. They are legal entities created, and owned by Government to undertake commercial activities or behalf of an owner Government, and are usually considered to be an element or part of the state. They are established to operate on a commercial basis.

Supplier Development (SD)

Improving the socio-economic environment by creating connection local suppliers via Enterprise Development, CSDP and other initiatives such as Preferential Procurement. This results in a supply base that can eventually be competitive to market its goods on the international market leading to increased exports.

United Nations Industrial Development
Organisation (UNIDO)

A specialised agency of the United Nations. Its mandate is to promote and accelerate sustainable industrial development in developing countries and economies in transition, and work towards improving living conditions in the world's poorest countries by drawing on its combined global resources and expertise.

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SUPPLIER DEVELOPMENT VALUE SUMMARY

Annexure: A.

INSTRUCTION AND NOTES FOR COMPLETION OF THE SO VALUE SUMMARY

Lipplier Development [SD] Plan and related value commitments over the contract period. Respondents must complete this Annexure which summaries w

Do not populate the greyed out areas

HUMPLR, PERCENTAGE, RAND VALUE excluding VAT, YES/NO and SD PLAN CROSS-REFERENCE Populate the columns as requested in the SD MEASUREMENT colur

Cross-reference the Value Indicators quoted under the column heading SD PAN ROSS-REFERENCE" with the corresponding section in your SD Plan.

			Т	Т			
	SD BID DOCUMENT CROSS- REFERENCE						
ORS	YES/NO	ness					
SD VALUE INDICATORS	RAND VALUE excluding VAT	and of this bus				•	
SD V	PERCENTAGE	Ou to like awa	1),			
	Nimser						
	SD MEASUREMENT	The potential for Job into	Number and Rand Value of jobs which would be preserved through award of contract:	1.1.1 - By the Respondent	1.1.2 - By subcontractors	1.1.3 - By South African suppliers / service providers	1.1.4 - By other [specify]
	SD CATEGORY	Job Maintenance / Preservation	1.1	1.1.1	1.1.2	1.1.3	1.1.4
		1					

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	5 8										Tender T2.2 Returnable Schedules
	SD BID DOCUMENT CROSS- REFERENCE	line with th									Retur
rors	YES/NO	n sextanisti									
SD VALUE INDICATORS	RAND VALUE excluding VAT	loping small t equirements									
SD VA	PERCENTAGE	mmitment to deve [MGP] and 6-88EE				7	<i>O,</i>				
	NUMBER	on of your cou		(9						
	SD ? ZA TUREMENT	Trese SD value medium Ph. give an indication of verment's New	Percentage of your projected annual procy ement spend from businesses with an annual turnover of Ico. them R50 million [QSEs]	Percentage of your projected annual procurement spend from businesses with an annual turnover of less and equal to R10 million [EMEs]	Percentage of your projected annual procurement spend from start-up enterprises	Percentage of your projected annual procurement spend from Black Youth Owned companies	Percentage of the estimated contract value which would be subcontracted to EMEs	Percentage of the estimated contract value which would be subcontracted to QSEs	Percentage of the estimated contract value which would be subcontracted to start-up enterprises	Percentage of the estimated contract value which would be subcontracted to Black Youth Owned Companies	
	SD CATEGORY	Enterprise and Supplier Development	2.1	2.2	2.3	2.4	2.5	2.6	2.7	2.8	nable documents

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TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS

CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act. 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- That the Contractor is an "employer" in his own right as defined in section 1 of Act 85 of 1993 and 1) that he must fulfil all his obligations as an employer in terms of the Act.
- The Contractor shall comply with the requirements of Act 85 of 1993 in its entrety. 2)
- Where special permits are required, such as electrical switching, work permits, etc. the 3) Contractor shall obtain them from a person designated by Transnet Limited for this purpose, and all requirements of the Contractor must rigidly comply with the permit
- The Contractor shall conduct a risk assessment of the work performed by a competent person 4) prior to the commencement of work, to identify risks and hazard that persons may be exposed to, analyse and evaluate identified hazards.
- d S fety Plan based on the risks and hazards The Contractor shall have a documented Health 5) identified before commencement of work.
- 6) The Health and Safety Plan shall include the follow
 - The safety management structure to be instituted with all appointments in terms of the Act and 6.1 Regulations
 - The safe working methods incorrection to be implemented to ensure work are performed 6.2 in compliance to the Act.
 - The safety equipment revices and clothing to be made available by the Contractor to his 6.3 employees.
 - 6.4 The site access control measures pertaining to health and safety to be implemented.
 - Control measures or ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- ensure that all work is performed under the close supervision of a person 7) trained of understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- The Contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet Limited on 8) matters pertaining to occupational health and safety.
- The appointed Safety Co-ordinator must liaise at least once a week with the* Health and Safety 9) Section / Risk Manager /Occupational Risk Manager of Transnet Limited.
- The Contractor shall furnish the* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet Limited immediately with full particulars of any sub-Contractor which he may involve in the contract in order that the sub-Contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.



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- 11) The Contractor shall stop any sub-contractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The Contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the Contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) The Fall Protection Plan shall include:
 - 14.1 A risk assessment of all work carried out from an elevated position
 - 14.2 Procedures and methods to address all the identified risks per location
 - 14.3 Evaluation of employee's physical and psychological fitness necessary to work at elevated position.
 - 14.4 The training of employees working from an elevated position.
 - 14.5 Procedure addressing the inspection, testing and maintenance or all fall protection equipment.
- 15) The Contractor shall advise the * Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet Limited of any hazardous situations which may arise from work being performed either by the Contractor or his sub-Contract.
- 16) Copies of all appointments required by the action of be given to * Health and Safety Section / Risk Manager / Occupational Risk Manager of Transne Limited.
- 17) The Contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his Sub Contractors Risk Assessment and Health and Safety Plan.
- All incidents referred to in Section 24 of the Act involving the Contractor and his Sub Contractor on Transnet Ltd premises, change reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the Contractor, his Sub Contractor, any person or machinery under his control on Transpet Ltd plemises.
- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The Contractor had not allow anyone under or suspected to be under the influence of alcohol or any other into it ating substance on Transnet Ltd premises.
- 20) Contractor to ensure its employees undergo medical surveillance as required by legislation
- 21) Contractor will be required to provide monthly safety performance reports and statistics
- 22) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 23) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.

*As applicable

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Tenderer OH & S Management System Questionnaire

This guestionnaire forms part of TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's OH&S management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. TFR will verify accuracy of this information during the physical visit as part of the tender evaluation.

The information provided in this questionnaire safety management system.	is an accurate summary of the company's	occupational	health and
Company Name:			
Signed:	Name:		
Position:	Date:		
Tender Description:			
Tender Number:			
Tenderer OH&S Management System	n Questioneans	Yes	No
1. OH&S Policy and Manageme	nt		
- Is there a written company health and safe - If yes provide a copy of the policy	ety policy?		
- Does the company have an OH&S Mana System etc - If yes provide details	gement system e.g NOSA, OHSAS, IRCA		
- Is there a company OH&S Manager lent Sy - If yes provide a copy of the content p. or (s)	stem, procedures manual or plan?		
- Are health and safety responsibilities Management and employees: - If yes provide details	es clearly identified for all levels of		
2. Safe Work Plactices and Pro	cedures		
- Are safe perating procedures or sperations available? - If yes provide a summary listing of procedure			
- Is there a register of injury document? If yes provide a copy			
- Are Risk Assessments conducted and ap - If yes provide details	propriate techniques used?		
3. OH&S Training			THE PERSON NAMED IN

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Describe briefly how health and safety training is conducted in your company:	
- Is a record maintained of all training and induction programs undertaken or employees in your company? - If yes provide examples of safety training records	
4. Health and Safety Workplace Inspection	
- Are regular health and safety inspections at worksites undertaken? -If yes provide details	
- Is there a procedure by which employees can report hazards a workplaces? - If yes provide details	
5. Health and Safety Consultation	
- Is there a workplace health and safety committee?	
- Are employees involved in decision making over OH&S matters? - If yes provide details	
- Are there employee elected health and 5 fety representatives? - Comments	
6. OH&S Performance Mynitoring	
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details	
- Are employers regularly provided with information on company health and safety performance? - If yes provide details	
Is company registered with workmen's compensation and up to date? - If yes provide proof of letter of good standing	
- Has the company ever been convicted of an occupational health and safety offence? - If yes provide details	

Safety Performance Report

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Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
January			
February		Ř3	
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

DIFR = Number of Disabling injuries x 200000 livided by number of man hours worked for the period

Signed (Tenderer)





Safety Plan and Fall Protection Plan

The tenderer shall attach to this page the tenderer's Safety Plan and Fall protection plan in accordance with the Construction Regulations of 2003 and Transpet's E4E specifications attached to this tender document.

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		TRANS	NEL
	-		
		~	
Tenderer Risk Manage	ement quideline	Ineight rail	
Terracier Kisk Wariage	ement galacinic		
	Risk Management plans		
	ruek management plane		
Company Name			
Tender Description Tender Number			
Date	1		
	y Management : The objective is to ensure contunuity of the	Subm	itted
	FR in case on any interruptions which may arise from the	YES	NO
	d to applicable standards	DE EVI OF	
1.1 BCP Risk Assessr			
Please provide a busine	ess continuity plan inclusive of the following		
	of service interruption during the project		1
- Ranking of the Risks			
- Mitigation of those risl	K		1
- Responsible person			
1.2 Business Impact A	Analysis		
	Il processes within the project		
	etive in case of any interruption that may arise		
	ow will the supplier recover ncies eg: Operational equipments,telephones etc ineeded to		
ensure continuity	icies eg. Operatorial equipments, telephones etc. needed to		
	equipment and for supply of extra staff		
	ses of all recessary documentation, equipments required for		
1.3 Business continu			
1.5 Business continu	ny tian		
- Emergency operating	procedures		
- Buciness continuity			
- Project reso cry reso			
- Businers Supplier co			
- En ergen y contacts			
- Document quality ass	surance control		
2. Project Operationa	Risk Assessment : Identification of project delivery risks	1	
In III -8 II- III-			
- Project delivery risks	in accordance with the project activities / Scope		
All risks should have	mitigating measures and resposible person		
3. Environmental man	nagement plans		1 1 2
0.4			
	ental management plan as per guidelines included in the tender	L	
Company Representa Signature	auve manie		1 4 4 4 5
Signature			11 2

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Comprehensive Environmental Management Plan

The tenderer shall attach to this page the tenderer's Environmental Management plan in accordance with the Construction Regulations of 2003, National Environment Management Act, 107/1998, Environmental Conservation Act, 13/1998 and National Water Act, 36/1998.

The Environmental Management plan shall be inclusive of a Risk Register and Business Continuity Plan. Risk Register shall cover identified risks associated with this project and accompanying risk mitigation measures.





RESOLUTION

Project Reference:		
Resolution of the Board of D	irectors of	
Held at	on the	day of
ТНАТ		in his capacity as a Director of the
Company,		is hereby authorised to sign contract
	IEN C	Certified a True Copy
Signed:		Director (who by his signature warrants that he is authorised hereto an behalf of the company)
NOTE:		
Should this not be applica signatory to bind the resp	ble, then the applicant will be req onse to the tender document.	aired to submit a resolution similar to the above authorising the

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LETTER OF GOOD STANDING

REVIEW CORY The tenderer shall attach to this page a valid letter of good standing from the Compensation Commissioner.

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FORM OF INTENT TO PROVIDE PERFORMANCE BOND

(To be typed on Bank letterhead)

TRANSNET FREIGHT RAIL				
DATE:				
LETTER OF INTENT				
PROJECT REFERENCE:				
Dear Sir/Madam,			1/2	
It is hereby agreed that in the ev and in a form acceptable to the l or before signing of the Contract	Bank and alv	nderer's offers being accepted, a De ways limited to the amount set out bel	Surety or Bond, as defined in the ow, will be provided by the Bank nam	tender document ned hereunder, on
This letter of intent is valid for 90 void unless the Bank agrees in w	(Ninety) da vriting to exte	ys until() end the period of varylity of this letter,	DATE) ("Expiry") and after expiry will prior to such date of expiry.	become null and
NAME OF TENDERER				
SIGNATURE OF TENDERER				
VALUE OF SURETY OR BOND				
NAME OF BANK	: .			
ADDRESS OF SANK	1			
	-			
CICNATURES OF BANK				
SIGNATURES OF BANK (For and on behalf of Bank)	9 -	(NAME)	(NAME)	
		(DESIGNATION)	(DESIGNATION)	

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QUALITY ASSURANCE PLAN

The tenderer shall attach to this page the tenderer's quality management plan required to execute and complete the contract to an acceptable Quality Standards. The tenderer's quality plan should include but not limited to the following to demonstrate the ability to manage the quality of work on site:

1. Project Quality Plan for the contract

- 2. The Contractor's Quality Policy
- 3. Index procedures to be used during the contract
- 4. Audit Schedule for internal and external audit during the contract
- 5. Typical Quality Manual
- 6. Typical Quality Control Plan
- 7. Typical data book index

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APPROACH PAPER AND WORK PLAN

The tenderer, in addition to the general methodology for the project, shall attach to this page the tenderer's detailed method statement for the project which responds to the scope of work and outlines the proposed methodology including that related to the programme, technical approach and construction sequence, plant and equipment schedule, understanding of the project objective and Cash flow, Health and Safety, Quality and Environmental.

The tenderer is required to provide a detailed construction program, under this section, which provides the detail that would indicate the order and timing of activities required to execute the works in terms of the Works Information and within the required timeframe as per the indicative program included in this tender document. The program may take into account, but not limited to, the following:

- Start Dates, access dates, key fates completion dates
- Provision for float, risk allowances, health and safety requirements
- Provide a resource histogram

REVII

- Demonstrate how the contractor will meet the above dates
- Written method state er backing up the program.

Tender
Part T2: Returnable documents
TRANSNEF



PROPOSED PROJECT ORGANOGRAM AND STAFFING

REVILLING CORN

The tenderer shall attach to this page the tenderer's proposed project organogram indicating the resource allocation hierarchy for all stages of the construction project. The organogram should consist of resources allocated specifically to the project and not general company organogram.

Tender
Part T2: Returnable documents
TRANSNET



FINANCIAL STATEMENTS

The tenderer is required to attach a set of abridged audited financial statements for the last 3 (three) years under this section.

In the event that the financial statements for the <u>last financial year only</u> has not been audited, the tenderer is required to submit the management accounts of the last financial year and the current financial year to date records.

Tender
Part T2: Returnable documents



SHARE CERTIFICATES

The tenderer is required to attach certified copy of the tenderer's share certificates (CK1 & CK2), if applicable, under this section.

REVIEW CORN

Tender
Part T2: Returnable documents
TRANSNET



CERTIFICATE OF INCORPORATION

The tenderer is required to attach certified copy of the applicant's Certificate of Incorporation (CM29 & CM9), if applicable, under this section.

REVIEW

Tender
Part T2: Returnable documents
TRANSNET



IDENTITY DOCUMENTS

The tenderer is required to attach legible certified copies of the Identity Documents of the tenderer's Shareholders, Directors and Members, where applicable, under this section.

Tender
Part T2: Returnable documents
TRANSNET



CANCELLED CHEQUE

The tenderer is required to attach a copy of the tenderer's cancelled cheque, under this section.



Part T2: Returnable documents TRANSNET



ORIGINAL TAX CLEARANCE CERTIFICATE

IT IS A CONDITION OF BIDDING THAT:

- 1. The taxes of the successful bidder <u>must</u> be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
- 2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of six to twelve (6 12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
- 3. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Cartificate.
- 4. In case of Foreign Bridgers, they can contact South African Receiver of Revenue (SARS) to obtain the Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificate are available at Receiver's office

Tender
Part T2: Returnable documents
TRANSNET



IT IS A CONDITION OF BIDDING THAT:

Application for Tax Clearance Certificate (IN RESPECT OF BIDDERS) 1. Name of taxpayer/bidder: 2. Trade name: 3. Identification number: 4. Company/Close corporation registration numbers. 5. Income tax reference number: 6. VAT registration number (if applicable) 7. PAYE employer's registration number (i cable) Signature of contact person requir Clearance Certificate: Name: Telephone numbe Number Address: Date: 20...../...../

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

Tender
Part T2: Returnable documents

2000

VAT REGISTRATION CERTIFICATE

The tenderer is required to attach a valid original copy of the tenderer's VAT registration Certificate, under this section.

Tender
Part T2: Returnable documents
TRANSNEF



T2.2 Returnable Schedules

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE) CERTIFICATE

The tenderer shall attach to this page a copy of the tenderer's BBBEE evaluation certificate. On certificates issued by an Accreditation Agency approved by SANAS (the South African Nation Accreditation Systems) will be valid.

Tender
Part T2: Returnable documents
TRANSNET



T2.2 Returnable Schedules

CIDB REGISTRATION

A valid copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB) must be submitted. Where an applicant satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the certificates of Contractor Registration in respect of each partner. Failure to submit the CIDB registration document may lead to the disqualification of the tenderer.

Part T2: Returnable documents



T2.2 Returnable Schedules

Part (1) Agreement and contract data

Part C1
Agreement and Contract Data

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TRANSNET



C1.1 FORM OF OFFER AND ACCEPTANCE (ECC3)

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

138 Eloff Street - Refurbishment of office building: Johannesburg

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, signing this part of this Form of Office and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract B. ta. The representative, when signing this part of the Form of Offer and Acceptance, shall be deemed to be dtly authorised by a Resolution of the Board of Directors/Certificate of Partners, a certified copy to be included in the Returnable Documents.

The offered total of the Prices exclusive of VAT is			R	
Value Added Tax @ 14% is		V	R	
The offered total of the Prices inclusive of VAT is			R	
(in words)				

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of the document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)	
Name(s)	
Capacity	Manager Manager Control of the Contr
Capacity For the tenderer:	
Name of witness Signature of witness	Date
Tenderer's CIDB registration number (if any):	- Batte

Part C1
Agreements & Contract Data
TRANSNEL



C1.1 Form of Offer and Acceptance

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which include	es this Form of Offer and Acceptance)
Part C2	Pricing Data	111
Part C3	Scope of Work: Works Information	
Part C4	Site Information	

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No emit adments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed designed copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Contactor*) within five working days of the date of such receipt notifies the Employer in writing of any hereon why he cannot accept the contents of this agreement, this agreement shall constitute a binding testract between the Parties.

Signature(s)	
Name(s)	
Capacity	
or the Employer	Transnet SOC Ltd trading as Transnet Freight Rail, 49 th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg, 2000
lame of vitness	
Signature of	
vitness	Date
Note: If a tendere	r wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Part C1
Agreements & Contract Data

C1.1 Form of Offer and Acceptance

SCHEDULE OF DEVIATIONS

Note:

- 1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
- 2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
- 3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.
- 4. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties become an obligation of the contract, shall also be recorded here.

No.	Subject	Details	
1			
2			
3			
4			
5			
6			
7			

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing Schedule of Deciations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or than the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agree that no ther matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Part C1
Agreements & Contract Data



C1.1 Form of Offer and Acceptance

C1.2 CONTRACT DATA PROVIDED BY EMPLOYER (ECC3)

The conditions of contract are the NEC3 Engineering and Construction Contract (June 2005), copies of which may be obtained from the South African Institution of Civil Engineering (tel. 011-805 5947) or Engineering Contract Strategies (tel. 011 803-3008).

Part One - Data Provided by the Employer

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

1 General

- (a) The conditions of contract are the core clauses and the clauses for main Option B, dispute resolution Option M1 and secondary Options X7, X13 & X16 of the NEC3 Engineer to Construction Contract June 2005 (with amendments June 2005)
- (b) The Contractor's Offer and the Employer's Acceptance is in the document called Form of Offer and Acceptance Part 1 (C1.1).
- (c) The works are 139 Flow Street Refurbishment of office building
- (d) The Employ

Name Translet Limited trading as Translet Freight Rail

Address 49 Floor, Carlton Centre

150 Commissioner Street

Johannesburg, 2000

e) The Project Manager is

Name ː **Johan Basson**

Address: Desk 4/02

Logistics House,

Braamfontein, 2017

(f) The Supervisor is

Name : LDM Consulting (Pty) Ltd

Address: 239 Lange Street, Nieuw Muckleneuk,

Pretoria, 0181

- (g) The Adjudicator will be appointed as mutually agreed upon between the parties when a dispute arises.
- (h) The Works Information is in the document called "Scope of Work" Part 3 (C3).
- (i) The Site Information is in the document called "Site Information" Part 4 (C4).
- (j) The boundaries of the site are 138 Eloff Street, Johannesburg

Contract
Part C1: Agreements and Contract Data



- (k) The language of this contract is English.
- (I) The law of the contract is the law of the Republic of South Africa.
- (m) The period for reply to a communication is 3 weeks.
- (n) The Adjudicator nominating body is the Association of Arbitrators (Southern Africa).
- (o) The tribunal is Arbitration.
- (p) The following matters will be included in the Risk Register
 - 1 Staff working under clearances at nearest station.
 - 2 Inadequate staffing.
 - 3 Failure to use safety and protective equipment.
 - 4 Incompetent employees.
 - 5 Fitness for duty.
 - 6 Theft and vandalism of proteinal and equipment.
 - 7 Damage to existing services
- 3 Time (a) The starting date is to be dvised upon awarding of contract.
 - (b) The access dates re

Part of the Ste to be advised Date to be advised

1. All sites listed under "Description of work"

Duration of contract

- (c) The contractor submits revised programmes at intervals no longer than
- 4 Testing and Defects
- The defects date is 52 Weeks after Completion of each site.
- b) The defect correction period is **TWO** weeks
 - (i) The defect correction period for

N/A is

weeks.

(ii) The defect correction period for

N/A is

weeks.

- (a) The currency of this contract is the South African Rand (ZAR).
- (b) The assessment interval is on the 10th of each calendar month.
- (c) The *interest rate* is **two percent** per annum above the **prime lending** rate of the **Standard Bank of South Africa Ltd.** as determined from time to time.
- 6 Compensation events
- (a) The place where weather is to be recorded is at each site.
- (b) The weather measurements to be recorded for each calendar month are
 - (i) the number of days with rainfall more than **10**mm
 - (ii) the number of days temperature below zero

Contract
Part C1: Agreements and Contract Data

- (iii) the number of days snow lying on the ground at 09h00
- (c) The weather measurements are supplied by the SA Weather Service.
- (d) The weather data are the records of past weather measurements for each calendar month which were recorded by an official weather station nearest to each site and which are available from SA Weather Service.
- (e) Where no recorded data are available

N/A

Assumed values for the ten year return weather data for each weather measurement for each calendar month are N/A

7 Title

N/A

8 Risks and insurance

- (a) The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant and Materials and (not an employee of the Contractor) caused by activity in Equipment) and liability for bodily fugure to or death of a person connection with this contract for any one event is whatever the Contractor deems desirable in a kin on to that provided by the Employer.
- (b) The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of the remployment in connection with this contract for any one event is that which is prescribed by the Compensation for Counational Injuries and Diseases Act No. 130 of 1993 as unended.

Optional statements

Arbitration

- The arbitration procedure is the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) by an Arbitrator to be mutually agreed by the parties and failing agreement to be appointed by the association of Arbitrators.
- The place where arbitration is to be held is

To be advised.

- The person or organisation who will choose an Arbitrator if the Parties cannot agree a choice is The Chairman of the Association of Arbitrators (Southern Africa).
- (b) The completion date for the whole of the works is 15 (Fifteen) months from the starting date (refer to attached indicative baseline programme)
- (c) If the Employer is not willing to take over the works before the completion date.
- (d) If no programme is identified in part two of the Contract Data.

The Contractor is to submit a first programme for acceptance within 2 weeks of the Contract Date.

Contract
Part C1: Agreements and Contract Data



(e) The key dates and conditions to be met are

condition to be met

key date

N/A

- (f) The period within which payments are made is 30 days from date of invoice receipt.
- (g) These are additional Employer's risks

N/A

- (h) The Employer provides these insurances from the Insurance Table
- 1. Insurance against loss of or damage to the works, Plant and Materials is as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

Cover/indemnity is to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the under documents.

The deductibles are as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

2. Insurance against loss of or damage to Equipment (Temporary Works only) as sinted in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

Cover/indemnity is to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The deductibles are as stated in the insurance policy for contract yorks and public liability (Principal Controlled Insurance), attached to the tender documents.

3. Insurance against loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

Cover/indemnity is to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The deductibles are as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

- (j) The Employer provides these additional insurances
 - Contract Works SASRIA insurance subject to the terms exceptions and conditions of the SASRIA coupon policy.

Cover/indemnity is to the extent provided by the SASRIA coupon policy

Contract
Part C1: Agreements and Contract Data



The deductibles are in respect of each and every theft claim 0,1% of Contract Value subject to a minimum of R2 500 and a maximum of R25 000.

The Contractor provides these additional insurances

- 1 Where the Contract requires that design of any part of the works shall be provided by the Contractor, he shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been effected.
- Where the Contract involves manufacture, and/or fabrication of Plant and Materials, components or other goods to be incorporated into the works, at premises other than the site, the Contractor shall satisfy the Employer that such Plant and Materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication.
- 3 Should the *Employer* have actinsticable interest in such items during manufacture or fabrication such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any subcontractor.
- 4. The insurance coverage referred to in 1 and 2 above shall be obtained from an insurance of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.

Oftion B

APOption B clauses apply with the following amplification:-

- (a) The method of measurement is as indicated in the measurement clauses of SANS 1200.
- (b) The last sentence of Clause 63.13 of Option B states:-

"The *Employer* and the *Contractor* agree, rates and lump sums to be used to assess a compensation event instead of Defined Cost."

- (c) When agreed rates and lump sums are used, Compensation Events are assessed as follows:-
 - (i) Where in the opinion of the *Project Manager* work is of a similar character and executed under similar conditions to work priced in the Bill of Quantities, it is to be valued at such rates and prices (including General Items) contained therein as may be applicable; or
 - (ii) Where work is not of a similar character or is not executed under similar conditions, the rates and prices in the Bill of Quantities are to be used as the basis for valuation as far as may be reasonable; or
 - (iii) Where work cannot reasonably be valued in accordance with Clauses (c)(i) and (c)(ii) above, suitable rates or prices are agreed upon between the *Project Manager* and the *Contractor* after due

Contract
Part C1: Agreements and Contract Data



- consultation by the *Project Manager* with the *Employer* and the *Contractor*, or
- (iv) In respect of additional or substituted work, the *Project Manager* may, if in his opinion it is necessary or desirable, issue an instruction that the work be executed in some other appropriate manner.
- (v) If the parties cannot agree, the *Project Manager* notifies the *Contractor* accordingly and makes his own assessment.

Option X7

Delay damages is a penalty in South African Law and the word penalty is to replace delayed damages throughout the Contract

a) Penalty for late completion of the whole of the works is R 10,000 per day.

Option X13

(a) The amount of the Guarantee (Performance Bond) is to be calculated as 10 % or 5% of the tender price

The Contractor has the option of providing the guarantee of 10% and having the retention money of 5% or providing the guarantee of 5% and having the retention money of 10% taken.

(b) The Form of Gua antee (or Performance Bond) is in Clause C 1.3 of Part C1.

Option X16

The retention percentage is 5% or 10%, depending upon the option X13.

Option X48

X18. The contractor's responsibility to the employer for the employer's loss is limited to 20% of the contract value.

18.2 For any one event, the liability of the Contractor to the Employer for loss of or damage to the Employer's property is limited to R 2 million

Coti**d**n Z

The additional Conditions of Contract are:-

a) Clause 11.2 (34) – Day

Day is a calendar day and where a specific number of days is allowed in the Contract for the performance of any act or is stipulated for the extinction of any right or the duration of any event or circumstance, public holidays, weekends and the annual Christmas break from 16 December to 5 January (both days included) is included in the calculation of the number of days concerned.

(b) Clause 26 - Subcontracting

The following process will be followed in terms of subcontractors appointments:

- The specialist consultant responsible for the specific work package will
 prepare documentation which is to include drawings, specification and
 schedule of quantities that define the scope of the works all in
 accordance with the Principal Building Agreement.
- The Quantity Surveyor will prepare the necessary Tender document.

Contract
Part C1: Agreements and Contract Data



- The Project Manager will arrange for inviting prospective Tenderers to collect documents subject to the payment of a non-refundable document fee, if applicable.
- The Quantity Surveyor will arrange to issue the Tender documents from their offices and take receipt of the amounts paid, if applicable.
- The Tenders for the works will be submitted to the Quantity Surveyor's office in terms of the Tender closing times stipulated, unless otherwise agreed in writing.
- The Quantity Surveyor will prepare an initial financial evaluation report of the Tenders and circulate to the Contractor, The Project Manager, the Empowerment consultant, if applicable, and the relevant technical consultants for information and to enable them to prepare any necessary additional reports, all of which are to be submitted to the Project Manager.
- The Project Manager will prepare a draft report, discuss with the Contractor to get their approval and finally circulate the draft to the other consultants for final comment. The eafter the Tender Report with Recommendations will be finalled by the Project Manager and the recommendation together with any instructions of award will be issued to the Contractor who will be responsible for appointing the relevant orty as a Sub-contractor.

(b) Clause 28.1 - Intellectual property

Intellectual property rights (including patents, copyright, trade marks etc) rests with the party owning them and the *Contractor* indemnifies the *Employer* from any liability arising from infringement of such intellectual property rights [See Clauses 80.1, 83.1 and 83.2]

(c) Clause 282 - Assignment & cession

Neither the Contractor nor the Employer may, without the written consent of the other, assign the Contract or any part thereof or any onligation under the Contract or cede any right or benefit thereunder.

👍) Clause 28.3 – Non-Waiver

No grant by the *Employer* or the *Contractor* to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than that in respect of which the grant was made to constitute a waiver of the rights of the grantor in terms of the Contract or an *estoppel* of the grantor's right to enforce the provision of the Contract.

(e) Clause 28.4 – Limitation of the authority of the Project Manager.

 The Project Manager is authorised to agree increases to the contract value to a maximum of 10% of the contract value or R300,000.00 whichever is the lesser amount, without referring it to the management of the Employer.

In referral to management is necessary, a period of 6 weeks over and above any times allowed in the Contract is to be provided.

(f) Option B- Clause 63.13

The last sentence of the clause to be deleted and the following

Contract
Part C1: Agreements and Contract Data



substituted: "The Employer and Contractor agree, rates and lump sums to be used to assess a compensation event instead of Defined cost".

PREVIEW

Contract
Part C1: Agreements and Contract Data
TRANSNET



C1.2 CONTRACT DATA PROVIDED BY CONTRACTOR (ECC3)

Part Two – Data Provided by the Contractor

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts	
(a) Th	e Contractor is
Na	ime
Ad	dress
	The state of the s
	AND A CONTRACT NAME AND A STATE OF THE STATE
(L) TI	
(b) In	e Virect lee percentage is%
The	
	subcontracted fee percentage is %
(d) The	e working areas are the Site and
(d) Th	s working areas are the Site and
(e)	The key people are
(1)	Name
	Job
	Responsibilities
	Qualifications
	Experience
	TO SEE SEE SEE SEE SEE SEE SEE SEE SEE SE
Contract	Name
Part C1: Agreements and Contract Data	Contract Data provided by the Contractor

TRANSNET

	Job
	Responsibilities
	7 7 F 7 7 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Qualifications
	Fueriene
	Experience
	* * * * * * * * * * * * * * * * * * * *
(3) Name
	Job
	Responsibilities
	Ovelifications
	Evnoriones
	Experience
	* * * * * * * * * * * * * * * * * * * *
(4) Name.
	Job
	Responsibilities
4\	Qualifications
	Evnerience
7、	Experience
(f) Th	e following matters will be included in the Risk Register
(1)	ic following matters will be included in the Risk Register
14014	
502	
8.3	\$ 1.30 T C D.C.C C S.C.C C C.C.C C C C C C C C C C C
25.00	
**	MONTH IN NOTICE IN AN ADMINISTRATION AND AN ADMINISTRATION OF ANALYSIS AND AND ANALYSIS AND

Contract
Part C1: Agreements and Contract Data
TRANSNET

Optional statements	(a) l	f the Contractor is to provide Works Information for his
	C	lesign
	7	The Works Information for the Contractor's design is in
	9.	BORNE E E FOR E FENER RENNER RENNER RENNER E NOOT E
	*	D 400 S K K 100 S K K I I I 100 S K 100 S
	ia.	N 30 N N N N N N N N N N N N N N N N N N
	¥.	
	(b) l	f a programme is to be identified by the Contract Data.
	٦	The programme identified in the Contract Data is
	æ	
		f the Contractor is to decide the completion date for the whole of the work
	-	The <i>completion da</i> e for the whole of <i>works</i> is
	52	\$ \$255 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
•	li °	ption A or B is used
Data for SSCC	(a)	The percentage for people overheads is%
Duta for cook	(u)	The percentage for people evented to minimum.
	(a)	The published list of Equipment is the last edition of the list
4.		published by
	(c)	The percentage for adjustment for Equipment in the
		published list is% (state plus or minus).



The rates for other Equipment are					
Equipment	size or o	capacity	rate		
****************		00.000.00.00	ESCAMANA		
******	*******		******		

(6.65) 1.65.65 (6.65) (6.65) (6.65)	********	ones e e e	******		
	*********	eneral analysis	2222222		
Working Areas are category of employee Site / Contracts Eng	neer	Cost of des	ign outside the		
	The hourly rates for Working Areas are category of employee Site / Contracts English Commissionin, English Supervisor	The hourly rates for Defined Working Areas are category of employee Site / Contracts Engineer Commissioning Engineer Supervisor	The hourly rates for Defined Cost of des Working Areas are category of employee Site / Contracts Engineer Commissioning Engineer Supervisor		

- (g) The categories of design employees whose travelling expenses to and from the Working Areas are included.

 Defined Cost are all of the categories.



Part C1: Agreements and Contract Data

TRANSNET

C1.3

C1.3 FORMS OF SECURITIES

Pro-formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract (June 2005) (ECC3)

The *conditions of contract* stated in the Contract Data Part 1 may include one or more of the following Secondary Options:

Option X4: Parent company guarantee

Option X13: Performance Bond

Option X14: Advanced-payment to the Contractor

Each of these Secondary Options requires a bond or guarantee or to form set out in the Works Information".

Pro forma documents for these bonds and guarantee are provided here for convenience but are to be treated as part of the Works Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or formation completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

This pro forma document is available in the Surety on the Employer's web page at www.transnet.net

Drafting instructions.

- 1. Select the equired for formas by deleting the ones not required, then complete all the details except that which the bond / guarantee provider is required to complete.
- 2. There are wo pro formas suitable for use with Option X13, but only one of them can be used; the Reducing Value Guarantee is generally used only for building works.
- 3. Then delete these drafting instructions. Delete this whole Securities section if none of the above secondary Options have been selected by the *conditions of contract*.



Part C1: Agreements and Contract Data

C1.3 Forms of Securities

Pro forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet Freight Rail
A Division of Transnet SOC Limited
P O Box 8617
Johannesburg
2001

Date:

Dear Sirs.

Performance Bond for Contract No. SI/PROP13016CIDB

With reference to the above numbered contract made or to be made between

Transnet Freight Rail, A Division of Transnet SOC Ltd {Insert registered name and address of the *Contractor*}

(the Employer) and

(the Contractor), for

138 Eloff street - Refurbishment of office building

(the works).

I/We the undersigned on behalf of the Surety

of physical address

and duly authorised thereto do pereby bind ourselves as Surety and co-principal debtors in *solidum* for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of an Contract by the *Contractor*, subject to the following conditions:

- 1. The terms Employer, Contractor, Project Manager, works and Defects Certificate have the meaning as a signed to them by the conditions of contract stated in the Contract Data for the aforesaid Contract.
- 2. We renounce all benefits from the legal exceptions "Benefit of Execution and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
- 3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner, which the Employer deems, fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

Part C1: Agreements and Contract Data

C1.3 Forms of Securities



- 4. This bond will lapse on the earlier of
 - the date that the Surety receives a notice from the Project Manager stating that the last Defects
 Certificate has been issued, that all amounts due from the Contractor as certified in terms of the
 contract have been received by the Employer and that the Contractor has fulfilled all his
 obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
- 5. Always provided that this bond will not lapse in the event the Surety is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
- The amount of the bond shall be payable to the *Employer* upon the *Employer*'s demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Project Manager* stating the amount of the *Employer*'s losses, damages and can ensure incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer*'s loss, damage and expense.

	or the Employer e lede, e	arrage and expense.		
7.	Our total liability hereund	der shall not exceed the	sum - "	
	(say)		V ·	
	R			
8.	This Performance Bond Republic of South Africa	is neith r negotiable , subject to the jurisdict	nor transferable and is governed ion of the courts of the Republic o	by the laws of the f South Africa.
	1			
Signe	d at	on this	day of	2011
Signa	ture	•		
	e(s) (printed)			- W Wallan
	on in Surety company			
Signa	ture of Witness(s)			11-11-1-1-1-1-1-1
Name	e(s) (printed)	10-10-		

Part C1: Agreements and Contract Data

TRANSMET

C1.3 Forms of Securities

Part C1.4 Adjudicator's Contract

Part C1
Agreement and Contract Data

C1.4 Adjudicator's Contract



CONTRACT DATA

Statements given in	The contract between the Parties is To be advised
all contracts	The <i>period of retention</i> is N/A weeks.
	The law of the contract is the law of the Republic of South Africa
	The language of this contract is English
	The amount of the advanced payment is N/A
	The Adjudicator's fee isTo be advisedper hour.
	• The interest rate is 2% per annum above the prime leading rate of the
	Standard Bank of South Africa Ltd.
	The currency of this contract is ZAR
	• The Adjudicator's appointment terminates on (To Le advised)
Optional statements	If the period for payment of invoices is not three weeks
	The period for payment of invoices is forweeks.
	If additional conditions of contract are required
	The additional conditions of ontract are
	To be advised

Part C2: Pricing Na

Part C2 Pricing Data

TRANSNET



TRANSNET



(REGISTRATION NO.1990/000900/06) **TRADING AS**

TRANSNET FREIGHT RAIL

ADDENDUM NO. 1

TO THE
BILL OF QUANTITIES

Wherever the following Bran Names

"Rhinoboard
Masonite
Charcoal code MC 013
Nexus
Merati
Lafarge
Rhinotape"

appears in the specifications, please add the following phrase "similar approved"

TRANSNE



Part C2

PRICING DATA

		INDEX	1
Section	Description		•
C2.1	Pricing Instructions		
C2.2	Specific Preliminaries		
C2.3	Bill of Quantities – Civil	54	

Part C2
Pricing Data
TRANSNET



C.2 Index

PART C2.1

PRICING INSTRUCTIONS

- 1. The agreement is based on the NEC Engineering and Construction contract 3.
- 2. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- 3. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor crisk quantities should thus be confirmed for correctness before ordering.
- 5. The amount of the Preliminaries to be included in each control payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment if provided for in the contract.
- 6. The following abbreviations are used in the Bills of Quantities:

ea = each

m² = square matre

m = metre

pr = hair

- 7. The prices and late in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in aid for the execution of the work described in accordance with the provisions of the scope of work and shall cover liabilities and obligations set forth or implied in the Contract data, as well as profit.
- 8. Where the scope of work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and reluded in the unit rates and sum amount tendered for such items. The contractor shall provide for all work needed to make the subsection complete and any items not included by the contractor under item "Other" of the "Bill of Quantities".
- 9. The quantities set out in these Bills of Quantities are approximate and may not necessarily represent the actual amount of work to be done.
- 10. The short descriptions of the items of payment given in these Bills of Quantities are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 11. Tenderers shall ensure that provision (financial as well as time) for excavations in a range of soil types is made for in their tenders.
- 12. The total in the Bill of Quantities shall be exclusive of VAT, and shall be transferred to form C1.1 (Form of Offer and Acceptance).

Contract
Part C2: Pricing Data
TRANSNEF

C2.1 Pricing Instructions

PART C2.2

SPECIFIC PRELIMINARIES

1. TEMPORARY WORKS AND PLANT.

It shall be deemed that all cost associated with the provision of, including erection, dismantling, etc., of special scaffolding required for the proper execution of the work is included in the contract amount. It shall also be deemed that all cost associated with the provision of, including erection and dismantling, etc. of all scaffolding and hoisting equipment, machinery, etc. for all sub-contract work, required to the execution of the works, is included as part of the contract amount.

2. PROPRIETARY BRANDED PRODUCTS

All materials, fittings, finishes, etc. specified hereins ter order a trade name, catalogue number or reference, must be exactly as described. The Project Manager's approval in writing must be obtained for the use of any alternative to the specification before the submission of Tenders otherwise the specified materials, fittings, finishings, etc. will be as assumed to have been allowed for in the Tender.

The Contractor shall take delivery of handle, store, use, apply and/or fix all proprietary branded products in strict according with the manufacturers' instructions after consultation with the manufacturer's authorised representative.

3. MODE OF PROCEDURE

The Contractor shall provide, at the first site meeting, a computer generated critical path programme for each section of the project. The programme shall be prepared in sufficient detail to enable the Project Manager to assess the weekly progress of the Works. The programme must clearly indicate the lead times for procurement and offsite manufacture where appropriate and key dates for information required and for the appointment of specialist sub-contractors. The programme and level of detail shall be to the entire satisfaction of the Project Manager.

No shange is to be made to the programme without the approval of the Project Manager, who shall be entitled to instruct the Contractor to update and modify the programme in accordance with site circumstances, if applicable.

The programme is to be subject to the approval of the Project Manager but such approval shall in no way relieve the Contractor of his sole responsibility for the properly programming and seeing to the progress of the Works and the timeous completion thereof.

The programme is to be prominently displayed in the Site Office and copies of the programme and its supporting documentation together with all amended programmes shall be handed to the Project Manager.

The Contractor will be required to maintain, in addition to the main programme referred to above, a comprehensive fortnightly bar-chart programme expanded to reflect anticipated daily activities for the ensuing fourteen (14) days.

Contract
Part C2: Pricing Data
TRANSNEF



4. LABOUR RECORD

At the end of each week the Contractor shall provide the Project Manager with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Subcontractors on the works each day.

5. WARRANTIES

The Contractor undertakes to perform the work in accordance with the terms and the conditions of the Contract, in a workmanlike manner, which shall include but not be limited to, complying with the manufacturers/suppliers' specifications, if applicable, in respect of goods, methods, or materials used in the performance of the work.

The Contractor further warrants that they shall use only new merchantable materials, fit for their intended purpose, as well as supervision, labour and equipment which are fit for the purpose for which they are intended.

6. EXISTING SERVICES

The Contractor shall consult the Project Manager before disconnecting any services. The Contractor shall take special care no to damage any existing services that could have been foreseen or what have been shown to him by the Project Manager or Employer's representative. Damage to these services shall be for the Contractor's account.

7. PLANT RECORD

At the end of each week the contractor shall provide the Project Manager with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, cut ently used on The Works.

8. MANUFACTURE & RECOMMENDATIONS

All commodities are to be handled, stored, used, applied and/or fixed in strict accordance with the manufacturer's instructions and recommendations and after constitution with the manufacturer's authorised representative. Should these instructions and/or recommendations conflict with other specified requirements the reject Manager must be notified timeously.

COMMODITIES TO BE NEW

All commodities, goods, articles or materials throughout the building are to be new except where re-use of existing is specified and are to be handled, stored, used, and/or fixed with care to ensure that they are in perfect condition when incorporated in the Works and thereafter properly protected so as to ensure that they are likewise in perfect condition when handed over at completion of the Works.

10. STANDARD OF WORKMANSHIP AND MATERIALS

In the absence of detailed specifications for any item or items, National Building Regulations, the latest applicable South African Bureau of Standard (SABS) Specifications, or where such does not exist, then the latest applicable British Standard Specification (BS) shall apply.

Contract
Part C2: Pricing Data
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11. OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall comply with the requirements as stated in the Occupational Health and Safety Manual for construction as prepared by BIFSA or the Occupational Health and Safety specification, if included as part of the contract documents and for the duration of this contract be deemed to be the mandatory of the employer for the purposes of the Occupational Health and Safety Act No. 85 of 1993, and shall prior to taking occupation of the site, satisfy the employer by means of written representations confirming compliance with the relevant requirements of the said act.

Acceptance by the employer of the contractor's written representations in terms of the above, shall constitute an agreement in writing to the arrangements and procedures between the parties to ensure compliance by the contractor, with the provisions of the act referred to herein, for the purpose of section 37(2) of the said act.

The employer shall at all times have the right to summerily suspend the performance of the contractor hereunder pending compliance by the contractor with any requirement, regulation and/or direction referred to.

The employer shall be entitled to set-off again t any amount owed to the employer by the contractor hereunder any loss or damage sunered by it (the employer) as a result of suspension of the contractor's performance in the circumstances envisaged above.

For the sake of clarity, it shall be defined that the BIFSA documentation shall only apply in instances where no ther Docupational Health and Safety Specification is included as part of the contract tocurnents.

(Note: It shall be deed that the contractor shall comply with the specifications included in Part C3 – Section 8 – General Specifications.)

12. GUARANTEES AND MANTENANCE INSTRUCTIONS AND/OR MANUALS

The Contactor Mall obtain and hand over to the Project Manager on practical completion, all relevant guarantees, any operating and maintenance instruction mappals, that or instructions required by the Project Manager or provided by maintacturer's or suppliers.

Te Contractor shall ensure that all warranties and guarantees are received and fully ceded to the Employer on final completion.

13. PUBLICATIONS AND ADVERTISING

The Contractor shall not publish or cause to be published, any papers, articles or information relating to this contract nor display or permit to be displayed any advertisements on the site or elsewhere, in connection with this contract, without the prior permission, in writing, of the Project Manager. The Contractor shall be responsible for the observance of this clause by his employees and sub-contractors.

14. REPORTING OF ACCIDENTS

In addition to any statutory obligations, the Contractor shall, as soon as practicable, report to the Project Manager every occurrence on the works or the site causing damage to the property or injury or death to any individuals. If required by the Project

Contract
Part C2: Pricing Data
TRANSNET



Manager, the Contractor shall submit a report in writing to the Project Manager within forty eight (48) hours of such incident setting out full details of the occurrence.

The Project Manager shall have the right to make any enquiries either on the site or elsewhere as to the cause and results of any such occurrence and the Contractor shall make available to the Project Manager the necessary facilities for carrying out such enquiries.

15. CONFIDENTIALITY

The Parties agree to consider information obtained from each other during the course of this Agreement as confidential information, and shall maintain such information as confidential indefinitely after the expiry or termination of this Agreement.

16. AS BUILT DRAWINGS

The Contractor shall accurately record the details of the electrical, mechanical, security, fire installation, water reticulation details contractor breaks, etc., on drawings and issue same to the Project Manager and the relevant agent for record purposes.

17. FALSE DECLARATION

All information provided by the confac or is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts shall be reported to the Employer, which on receipt of such report may elect to exercise its (the employer's) rights in terms of common law and/or the contract, as applicable.

18. REGULATIONS

The work shall be carried out in accordance with the requirements of Local Authority regulations that may be applicable.

The contractor shor if necessary, give notice and pay all fees, costs and rates as may be required by the Local Authority.

19. CONVACTOR'S YARD, LATRINES, TELEPHONES, ETC.

Ne Contractor shall liaise with the Project Manager with regard to storage space for plant, equipment, etc.

The Contractor is responsible for security of his equipment and materials used during the contract.

No alcohol or drugs will be allowed on site neither will any person be admitted to the site if the Project Manager has any reason to believe that such person is under influence of alcohol or drugs.

The Contractor is to provide temporary sheds, latrines and telephones, etc. for the duration of the project. These facilities must be available for use to the professional team and all Contractors involved on the project.

Contract
Part C2: Pricing Data
TRANSNET

20. DUST AND NOISE POLLUTION

The Contractor shall take all reasonable measures to minimise any dust and nuisance and inconvenience as a result of the execution of the works. The Contractor shall use suitable and effective silencing devices for pneumatic tools and other plant that would otherwise cause a noise level exceeding the level laid down by the Local Authority.

21. NOTICES, SIGNS AND ADVERTISEMENTS

The Employer reserves the right to erect notices, signs and advertisements on the site or in the vicinity of the site. The Contractor is not entitled, without written approval by the Project Manager, to display any signboard of his own. He must however allow for the standard signboard, if required by the Employer.

22. CESSIONS

Neither of the Parties may cede, delegate, assign or make over any of its rights and/or obligations in terms of this Agreement to any other bird party without the prior written consent of the other Party.

23. ACCESS FOR PERSONNEL

No unauthorised persons are allowed on site unless authorised by the Project Manager in writing. No persons are allowed access to any portion of the existing buildings, if applicable, other than the agreed entrance and exit routes, unless authorised by the Project Manager in writing.

24. SAFETY HELMETS

The Contractor shall predide and keep on site an adequate supply of clean safety helmets for the dise of all professional personnel and all authorised visitors.

25. SPECIAL TALKS

The Employer shall have the right to employ other Contractors to execute any special rasks whether contained in this Contract or not, concurrently with the works being executed under this Contract.

The Contractor shall not be entitled to any profit and/or builder's discount on the value of any work executed by other contractors but shall nevertheless allow the other contractors and the Employer's employees to have access to the Works, allocate reasonable space for the storage of their materials, tools and equipment.

Without in any way detracting from the generality of or limiting the above, the Contractor is advised that the Special Tasks will be carried out by the Employer and other contractors and the value of such work shall not be included in this contract.

26. OVERTIME

The Contractor is to note that all rates are inclusive of overtime work allowance and no additional costs for overtime work will be entertained.

Contract
Part C2: Pricing Data
TRANSNEF

27. INTERPRETATION OF THE DRAWINGS, SPECIFICATIONS AND BILLS OF QUANTITIES.

The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of the incorrect interpretation of the Drawings, Specifications, Bills of Quantities or instructions.

Should any part of the Drawings, Specifications or Bills of Quantities not be clearly intelligible to the Contractor, or the material or articles to be used in the execution of the Works be considered insufficiently described or the manner in which the work is to be carried out not clear, the Contractor must obtain from the Project Manager the necessary information to clarify such Drawings, Specifications Bills of Quantities or instructions, which request shall be in writing.

All drawings, whatever their origin, are to be issued to the sits or to any other person or persons only through the Project Manager's office and shall bear the Project Manager's office stamp and signature and an up to data register of all drawings issued to the contractor shall be kept on the works. Any other crawings used on the site will be used at the contractor's risk and should any work be incorrect due to the use of unauthorized drawings the cost of rectifying such work shall be for the contractor's account.

All drawings used on the works shall be properly mounted on suitable sheet material or otherwise protected and kept in good condition. Any drawings becoming bleached or otherwise obscured so that they rainnot be properly read shall be returned to the Project Manager for replacement, as any errors due to misreading of damaged or obscured drawings shall be made good by the contractor at his own expense.

28. WORKING DAYS AND HOURS

The Tenderer's advised that the definition of "Working Days" has been amended to include Saturday and Sunday as normal working days. Further, the working hours shall meat 21/ k (Twenty four hours a day for seven days a week for the complete duration of the contract). The Tenderer is to allow for all costs associated with this clause and it to allow for same in his Construction Programme.

29. JOBBINS AND SITE RECORDS

Each trade shall perform all necessary jobbing and attendance and shall make good after all other trades.

Site Records

The Contractor shall keep a record in triplicate on site, the following:

- A daily record of work done.
- A daily record of all visits to site by any of the Employer's Agents.
- A daily record of all contract instructions issued by the Project Manager and/or any other Agent.

Copies of these records are to be forwarded to the Project Manager on a weekly basis.

Contract
Part C2: Pricing Data
TRANSNEF

30. SUPERVISION BY EMPLOYER'S AGENTS

Supervision by the Project Manager and other Agents is intended as a means of checking the interpretation of work done and providing clarification and further information where required during the progress of the work. Supervision shall not in any way relieve the contractor of his responsibility for ensuring that the work is carried out satisfactorily in all aspects, in good time and in accordance with the contract.

Although the Project Manager and other agents will make spot checks from time to time on dimensions and levels as the work proceeds, checking of the setting out, dimensions, levels and positioning of all items is the contractor's responsibility and should any errors occur during the course of or be found after completion of the works, the cost for remedying same will be for the Contractor's account.

31. PARTNERING

The employer, its agents and the contractor shall act as stated in the contract and in the spirit of mutual trust and co-operation. In this egard, it is a specific requirement that all the contractor's personnel provide reasinable assistance that may be required by the employer and/or its agents in order for them to assist in bringing the works to completion with due skill, diligence, regularity and expedition. In turn, the employer and its agents shall also provide assistance to the contractor to execute the works with due skill, diligence, regularity and expedition.

32. COPIES OF REVISED DRAWINGS IS UED AS CONTRACT INSTRUCTIONS

The contractor acknowledges that only one copy of any revised drawings shall be issued as contract instructions. In this regard, it shall be the contractor's responsibility for producing any additional copies that may be required for either internal use or for issue to any sub-contractor/s. It shall be deemed that the contractor has allowed for all costs necessary to ensure compliance with this clause in the contract amount

33. CONTRACTOR TO DELAY ACTIVITIES AT THE REQUEST OF THE PROJECT MANAGER

The ontractor may be called upon from time to time to cease certain building activities as required by the employer. In this regard, the contractor shall cease such a dvittes for the period as agreed with the Project Manager. In this regard, the contractor shall provide all reasonable assistance necessary to ensure compliance with this clause as well as to minimize the impact of such a request.

34. Provisional Sums and Budgetary Allowances

These amounts have been included in the Contract Sum where the work has not been defined at the date of Tender. It is intended that once the scope is defined, Tenders will be invited in terms of the process outlined below with a view to these works being awarded as Subcontract works.

- The specialist consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of the works all in accordance with the Principal Building Agreement.
- The Quantity Surveyor will prepare the necessary Tender document.

Contract
Part C2: Pricing Data
TRANSNET



- The Project Manager will arrange for inviting prospective Tenderers to collect documents subject to the payment of a non-refundable document fee, if applicable.
- The Quantity Surveyor will arrange to issue the Tender documents from their offices and take receipt of the amounts paid.
- The Tenders for the works will be submitted to the Quantity Surveyor's office in terms of the Tender closing times stipulated, unless otherwise agreed in writing.
- The Quantity Surveyor will prepare an initial financial evaluation report of the Tenders and circulate to the Principal Building Contractor, The Project Manager, the Empowerment consultant, if applicable, and the relevant technical consultants for information and to enable them to prepare any necessary additional reports, all of which are to be submitted to the Project Manager.
- The Project Manager will prepare a draft report, discuss with the Principal Building Contractor to get their approval and finally circulate the draft to the other consultants for final comment. Thereafter the Tender Report with Recommendations will be finalised by the Project Manager, circulate to the Employer for approval. On approval, the recommendation together with any instructions of award with the issued to the Principal Contractor who will be responsible for appointing the relevant party as a Sub-contractor.

35. SITE ACCESS FOR AN NAGEMENT OF DIRECT CONTRACTS

The contractor shall allow direct contractors appointed by the employer to access the site to execute work which does not form part of the principal building agreement, concurrently with mat of its (the principal building contractor), work. In this regard, the contractor, that provide any necessary assistance (e.g. Ensuring placement of material orders, monitoring the manufacturing process, monitoring of raw materials availability, programming of works, etc.), to the Project Manager in respect of management of any direct contracts. In this regard, is shall be deemed that all answances have been made in the Contract Amount to ensure compliance with this clause.

36. AVAILABILITY OF MANAGEMENT PERSONNEL

It shall be deemed that the Contractor has allowed in the Contract Amount for the Contracts Manager, Project Planner, Senior Quantity Surveyor and a responsible representative for the management of direct contracts, throughout the direction of the contract. Such persons are to be available to attend meetings to resolve any contractual and other related issues within 4 (Four) hours on receipt of notice, either written or verbal, from the Project Manager.

37. ENVIRONMENTAL QUALITY

The contractor shall at all times during the construction period ensure that the construction site complies with the statutory obligations in terms of fire, ventilation (smoke, exhaust fumes, etc.), air quality, temperature, water quality, sanitation,

Contract Part C2: Pricing Data

Specific Preliminaries



hygiene, etc., as well as any requirements set out in an Environmental Management Plan, if available.

38. ORDERING OF MATERIALS

Should the contractor utilize the bills of quantities for ordering materials, it shall be entirely at its (the contractor's) own risk.

The contractor shall take all reasonable steps to ensure that the specified materials and components required for the works are available for construction in accordance with the applicable construction programme.

Should any of the materials and components be available or likely to be unavailable when required, the contractor shall without delay notify the Project Manager, in writing, who shall decide on the procedure to be followed.

39. ENCROACHMENTS

After the site boundaries or beacons have been pointed out to the contractor, if (the contractor) is to notify the Project Manager II any encroachments of adjoining foundations, buildings, structures, paverients, etc., exist, so that the necessary arrangements can be made for the ect fication of any such encroachment.

During the course of the building operations, the contractor will be held entirely responsible for any encroagnment onto any adjoining properties or servitude's and the cost of any remedial measures as required by the Project Manager shall be borne by the contractor unless the Project Manager shall decide otherwise.

40. DOCUMENTS

Should any pair of a drawing not be clearly intelligible to the contractor or the manner in which the vortus to be carried out not be clear, the contractor shall request the Project Manager to clarify his requirements, which request and reply shall be in writing, falling which the contractor will be held responsible for any incorrect interpretation and shall, at his own expense, rectify any errors.

41. ONTRACT INSTRUCTIONS

Contract instructions issued on site are to be recorded in the site instruction book which is to be maintained on site by the contractor.

42. DOMESTIC SUB-CONTRACTORS

The contractor shall not be permitted to substitute any domestic sub-contractor proposed at the time of contract award without written permission from the Project Manager during the contract execution stage. Such permission shall not be unreasonably withheld, provided that the contractor provides a detailed motivation for the substitution and the Project Manager is allowed to verify the motivation with the sub-contractor concerned..

Contract
Part C2: Pricing Data
TRANSNET

C2.2 Specific Preliminaries

43. INSPECTION OF EXISTING WORKS

It shall be deemed that the contractor prior to contract commencement has inspected the existing works done by others and has satisfied itself (the contractor) that there are no latent detects and accordingly acknowledges that any defects not pointed out to the Project Manager at site handover, shall fall under the responsibility of the contractor to remedy and that the cost for such remedial work is deemed to be included in the contract amount.

44. DISPOSAL OF WASTE MATERIAL, ETC.

The contractor shall provide appropriate equipment (such as chutes, if required), etc., for the rapid removal of waste material, etc., at points as agreed with the Project Manager in writing. In addition, the contractor is to provide for adequate waste skips for the disposal of such material to be located in positions as advised by the Project Manager in writing.

The contractor shall ensue that there is a maximum of a twenty four (24) hour turn around time for the removal of all full waste skips from site. The contractor further acknowledges that the employer reserves the light of appoint others to remove waste material and waste skips from site, should the contractor fail to meet the twenty four (24) hour turn around time and that such costs shall be deducted from amounts due to the contractor.

45. DAMAGE TO EXISTING INSTALLATIONS

The contractor shall be responsible for replacing and/or repairing any existing work damaged by itself and its sub-intractors whilst executing the contract at its own cost.

46. Access for Moy Me T Material to the Site and Work Access

The contractor cknowledges that it shall only be permitted to move materials and access the works areas at locations/ positions agreed with and documented by the Project Manage.

It will be deemed that the contractor has allowed for hoisting facilities as may be equired for the building works. No claims for extras in this regard will be entertained a any later date.

7. LOCAL LABOUR

It is deemed that the contractor shall as far as possible maximise the use of labour from the area in which the project is located.

48. BLACK ECONOMIC EMPOWERMENT

The contractor shall comply with the Employers Black Economic Empowerment Policies.

49. SAMPLES

All material samples and colour samples must be submitted to the Project Manager for selections and approval of the colour, shape and finish including Mechanical, Electrical and Plumbing equipment that will be visible. The samples shall be provided

Contract
Part C2: Pricing Data
TRANSNET

C2.2 Specific Preliminaries



in A4 size unless otherwise agreed. General samples shall be provided for Project Manager/Employer to choose from each type of finish.

The Project Manager/Employer may reject all or part of the submitted samples and request for additional selections if the first submission are not acceptable.

All samples must be kept in a sample room to be provided by the Contractor for reference.

50. SAMPLES BOARD

The Contractor shall provide a board(s) of approved samples and make available one set at the site (sample room) and one for the Employer.

51. MOCK - UP

The Contractor shall provide a mock — up of all finished surfaces prior to commencement of the relevant work. The contractor hall only be permitted to commence with the relevant scope of work, on approval of the mock — up by the Project Manager or its designated representative.

52. Provision of Hoisting Facilities, Dust Parriers, Etc.

It shall be deemed that the contract orige is inclusive of the following:

- The provision of all Hoisting enument, as required.
- All hard wearing and strengthen dust barriers of uniform colour and specification, as required.
- The provision of all hourding, 2.4m high which must be constructed of shutter boards (painted black in colour) of equal lengths and heights.

53. COMPLIANCE WITH THE ENVIRONMENTAL POLICY

It shall be deemed that the contract sum is inclusive of all cost associated with the compliance and provisions of all Environmental Policy included herewith.



C2.2 Specific Preliminaries

TRANSNET FREIGHT RAIL

BILLS OF QUANTITIES

FOR

138 ELOFF STREET - REFURBISHMENT OF OFFICE BUILDING

Contract
Part C2: Pricing Data
TRANSNEF



C2.3 Bill of Quantities

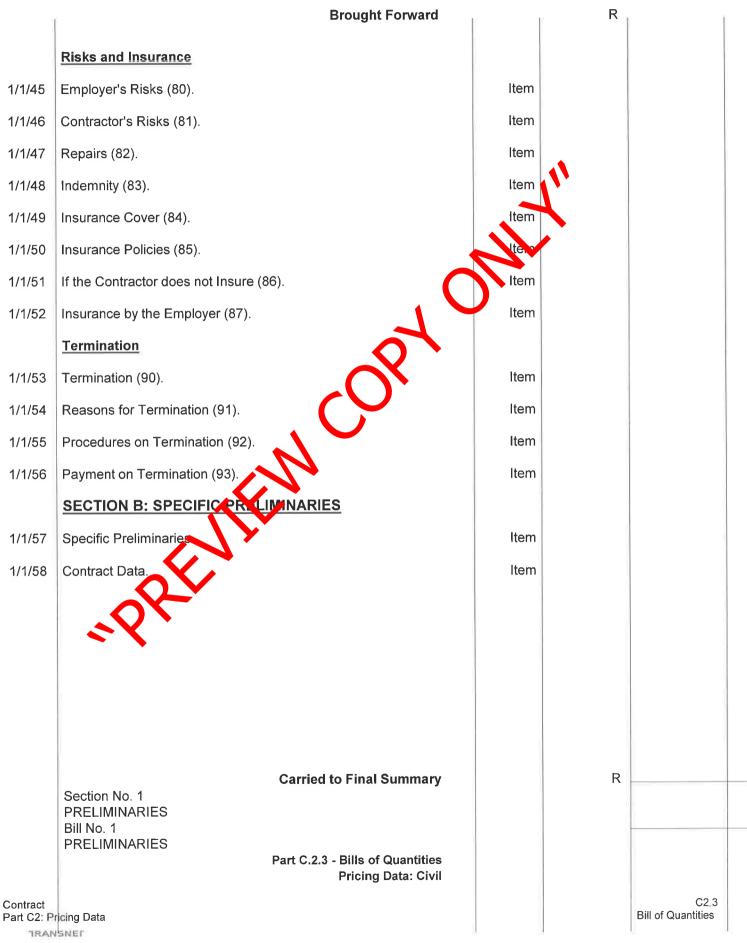
Item No		Quantity	Rate	Amount
	BILL NO. 1			
	PRELIMINARIES			
	SECTION A: NEC 3 ENGINEERING AND CONSTRUCTION CONTRACT			
	NOTES			
	The agreement is to be the NEC 3 Engineering and Construction Contract June 2005 Edition as amended in the Special Conditions of Contract, shall be applicable to this contract		10	
	Tenderers are referred to the above mentioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.			
	Where standard clauses or alternatives are not entirely applicable to this contract, such modifications, corrections or supplements as will apply are given under each relatable clause heading.			
	Where any key item is not relevant to this specific contract such item is marked N/A or NOT APPLICABLE.			
	General			
1/1/1	Actions (10).	Item		
1/1/2	Identified and Defined Telms (1).	Item		
1/1/3	Law (12).	Item		
1/1/4	Communications (13).	Item		
1/1/5	The Project Manager and the Supervisor (14).	Item		
1/1/6	Adding to the Work Areas (15).	Item		
1/1/7	Early Warning (16).	Item		
1/1/8	Ambiguities and Inconsistencies (17).	Item		
	Carried Forward Section No. 1		R	
	PRELIMINARIES Bill No. 1			
	PRELIMINARIES Part C.2.3 - Bills of Quantities Pricing Data: Civil			
	ricing Data			C2.3 Bill of Quantities
		1	1	D C



	Brought Forward	1	R	
1/1/9	Illegal and Impossible Requirements (18).	Item		
1/1/10	Prevention (19).	Item		
	The Contractor's Main Responsibilities			
1/1/11	Providing the Works (20).	Item		
1/1/12	The Contractor's Design (21).	Item		
1/1/13	Using the Contractor's Design (22).	Item		-
1/1/14	Design of Equipment (23).	Ite		
1/1/15	People (24).	Item		
1/1/16	Working with the Employer and Others (25).	Item		
1/1/17	Subcontracting (26).	Item		
1/1/18	Other Responsibilities (27).	Item		
	<u>Time</u>			
1/1/19	Starting, Completion and Key Dates (30	Item		
1/1/20	Programme (31).	Item		
1/1/21	Revising the Programme (42).	Item		
1/1/22	Access to and Use of the Lite (63).	Item		
1/1/23	Instructions to Stop or not to Start Work (34).	Item		
1/1/24	Take Over (25)	Item		
1/1/25	Acceleration (36).	Item		
	Testing and Defects			
1/1/26	Test and Inspections (40).	Item		
1/1/27	Testing and Inspection before Delivery (41).	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES			
	Bill No. 1 PRELIMINARIES			
	Part C.2.3 - Bills of Quantities Pricing Data: Civil			
Contract Part C2: Pr	icing Data			C2.3 Bill of Quantities



	Brought Forward	f r	R	
1/1/28	Searching for and Notifying Defects (42).	Item		
1/1/29	Correcting Defects (43).	Item		
1/1/30	Accepting Defects (44).	Item		
1/1/31	Uncorrected Defects (45).	Item		
	<u>Payment</u>			
1/1/32	Assessing the Amount of Due (50).	Item		
1/1/33	Payment (51).	lte.		
1/1/34	Defined Cost (52).	Item		
	Compensation Events			
1/1/35	Compensation Events (60).	Item		
1/1/36	Notifying Compensation Events (61).	Item		
1/1/37	Quotations for Compensation Events (62).	Item		
1/1/38	Assessing Compensation Events (63).	Item		
1/1/39	The Project Manager's Assessments (64).	Item		
1/1/40	Implementing Compensation Events (65).	Item		
	<u>Title</u>			
1/1/41	The Employer's Title to Plant and Materials (70).	Item		
1/1/42	Marking Equipment, Plant and Materials Outside the Working Areas (7)	Item		
1/1/43	Removing Equipment (72).	Item		
1/1/44	Objects and Materials within the Site (73).	Item		
	Carried Forward Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES Part C.2.3 - Bills of Quantities Pricing Data: Civil		R	
Contract Part C2: Pr	cing Data			C2.3 Bill of Quantities





Item No		ſ	Quantity	Rate	Amount
	BILL NO. 1				
	ALTERATIONS				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition).				
	TEMPORARY BARRIERS, SCREENS, ETC			1	
	NOTE:				
	The dust screens measured below are above the allowance made by the Tenderer for dust screens in his Preliminaries. These dust screens are to be installed as directed by the Client or his duly appointed Representative only.				
	Temporary barriers, screens, etc including removal				
2/1/1	Dust screen 3000mm high between concrete floor and calling formed of suitable timber framing with 250 micron poly thylene sheeting stapled on including corners, ends, etc.	m	170		
	REMOVAL OF EXISTING WORK				
	Breaking down and removing brickwork, etc.				
2/1/2	Half brick wall	m2	196		
2/1/3	One brick wall	m2	213		
	Taking out and removing doors, windows, etc. including thresholds, sills etc and wilding up openings in brick walls including my king-good cement plaster on other both side				
2/1/4	Timber singly door including steel frame not exceeding 2,5m2 from balf block wall	No	103		
2/1/5	Timber double door including steel frame not exceeding 5m2 from half brick wall	No	3		
2/1/6	Timber single door including steel frame not exceeding 2,5m2 from one brick wall	No	10		
	Carried Forward			R	
	Section No. 2 SUPERSTRUCTURE Bill No. 1 ALTERATIONS Part C.2.3 - Bills of Quantities Pricing Data: Civil				
	Pricing Data	A			C2.3 Bill of Quantities



	Brought Forward	1	1	R
2/1/7	Single steel gate including steel frame not exceeding 5m2 from one brick wall	No	2	
2/1/8	Glazed aluminium shopfront	m2	50	
	Taking down and removing roofs, floors, panelling, ceilings, partitions, etc			
2/1/9	Gypsum plasterboard ceilings including cornices, timber brandering, etc	m2	3 068	•
/1/10	1200 x 600 Suspended celing including exposed tee suspension system including main and cross tees, necessary hangers, grids, etc	m2	9 205	
/1/11	Drywall partitioning 2800mm high including doors, ironmongery, glazed borrowed lights, etc.	m	321	
/1/12	Drywall partitioning 3600mm high including doors, iron no gery, glazed borrowed lights, etc.	m	2 187	
	Taking out and removing sundry joinery work			
1/13	Timber skirtings from brickwork	m	4 450	
	Taking out and removing joinery frances, etc.			
/1/14	Timber sink cupboard 650 wide x 750mm high including disconnecting waste pipe, a.c.	m	34	
1/15	Timber cupboard unik \$50mm wide x 1250mm high	m	71	
	Hacking up/off and removing floor and wall finishes including removing floor and wall finishes concrete or bit it surfaces for new screed, plaster or tile finishes and making good defects in existing screeded floor with rementitious compound			
2/1/16	Ceramic tiles to floors	m2	4 742	
/1/17	Carpet tiles to floors	m2	7 531	
/1/18	Ceramic tiles to walls	m2	3 784	
	Carried Forward Section No. 2			R
	Section No. 2 SUPERSTRUCTURE Bill No. 1 ALTERATIONS Part C.2.3 - Bills of Quantities Pricing Data: Civil			
	ricing Data			

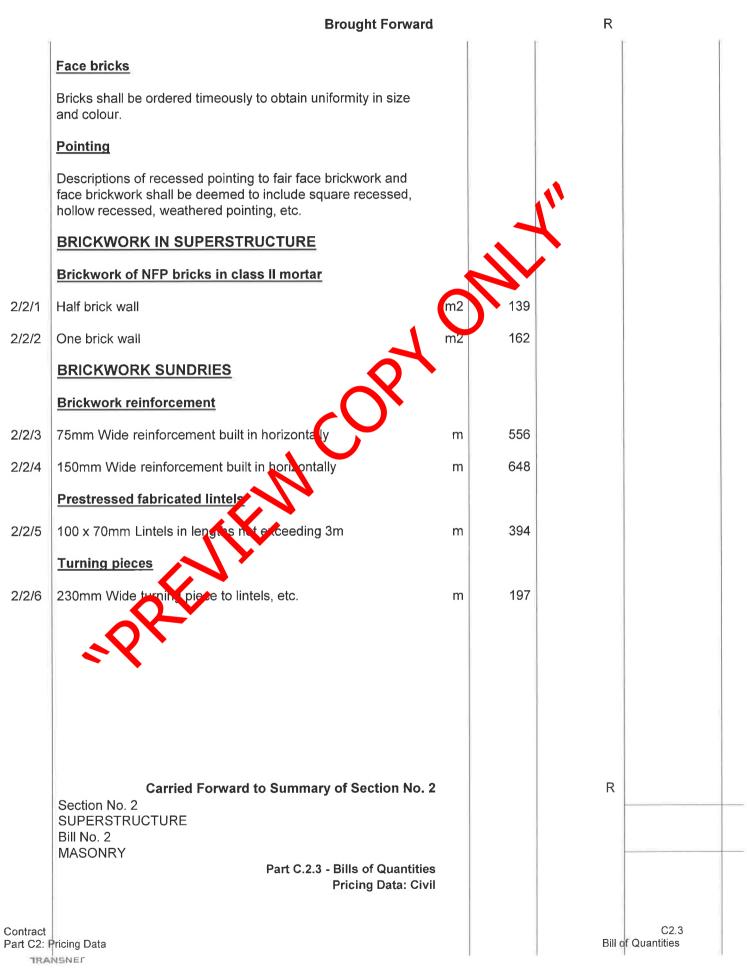
1	Brought Forward	1	1	R	
	Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall finishes				
2/1/19	Vitreous china drop in wash hand basin	No	89		
2/1/20	Vitreous china WC pan with flush valve	No	47		
2/1/21	Vitreous china wall hung urinal with flush valve	No	47	11	
	Taking off and removing sanitary accessories and preparing concrete or brick surfaces for new plaster or tile finishes				
2/1/22	Soap dispensor	No	180		
2/1/23	Paper towel dispensor	No	92		
2/1/24	Toilet roll holder	No	92		
	Taking out and removing piping, fire protection in tings, etc including disconnecting piping from fittings and making good floor and wall finishes				
2/1/25	Fire hose reel including all valves, stop tocks, etc.	No	34		
	Taking out and removing glass and mirrors				
2/1/26	Mirror 650 x 650mm high from vall	No	89		
	Taking out and remaying blinds				
2/1/27	Vertical fabric blind (including tracks, etc.	m2	3 446		
	2.QX				
	Carried Forward to Summary of Section No. 2 Section No. 2			R	
	SUPERSTRUCTURE Bill No. 1				
	ALTERATIONS Part C.2.3 - Bills of Quantities Pricing Data: Civil				
Contract Part C2: Pi	icing Data SNET				C2.3 Bill of Quantities



N	o

140					
Item	BILL NO. 2	Quantity	Rate	Amount	
	MASONRY				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition).				
	SUPPLEMENTARY PREAMBLES				
	BRICKWORK		11		
	NOTE				
	Brickwork rates are to include, where applicable for return bricks at window and door reveals, lintels, etc., galvanized 'Z' ties every third course at 900mm centres and shall where applicable include for forming preformed openings to receive aluminium windows, doors, etc.				
	Unless otherwise stated, all brickwork is to be built in streicher bond.				
	Wire ties will be as described in the Model Preambles.				
	Sizes in descriptions				
	Where sizes in descriptions are given in trick units, 'one brick' shall represent the length and 'tali's rick' the width of a brick.				
	Hollow walls, etc.				
	Descriptions of hollow valls shall be deemed to include leaving every fifth perpent of the bectom course of the external skin open as a ween how				
	Walls in two sk. s described as 'bagged and sealed' shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats 'Brixeal' bitumen emulsion waterproofing coating.				
	Carried Forward		R		
	Section No. 2 SUPERSTRUCTURE Bill No. 2 MASONRY				
	Part C.2.3 - Bills of Quantities Pricing Data: Civil				
Contract Part C2:	Pricing Data			C2.3 Bill of Quantities	



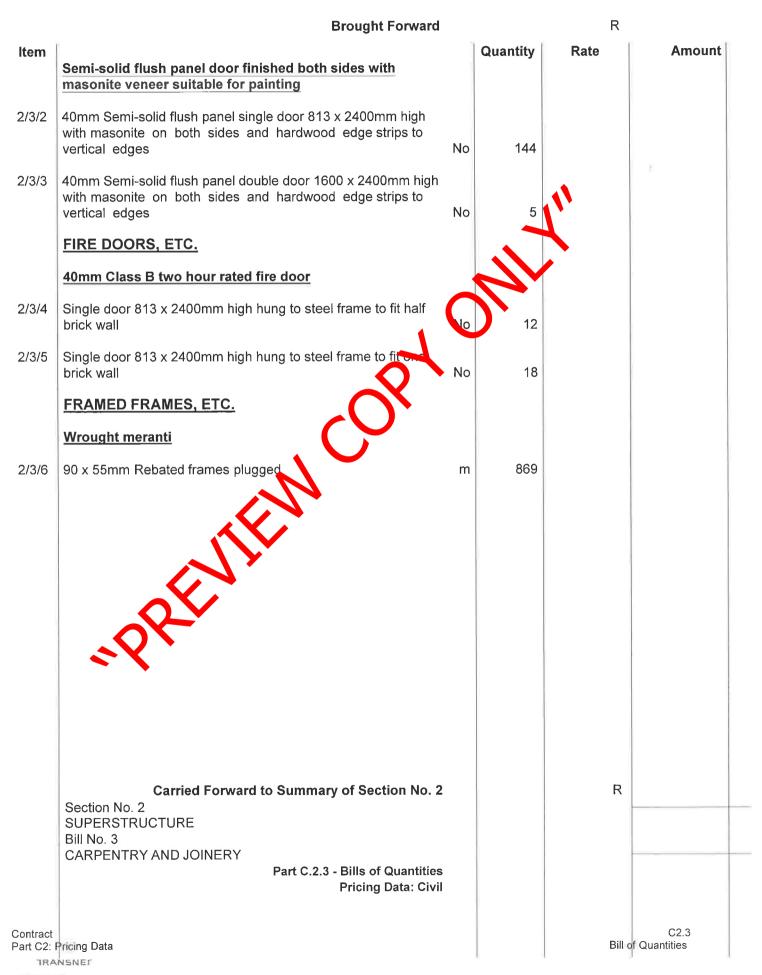




No
Item

CARPENTRY AND JOINERY The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) SUPPLEMENTARY PREAMBLES Particle board Particle board shall comply with the following specifications: a) SABS 1300 Particle board: exterior and flooring type b) SABS 1301 Particle board: interior type Joinery Descriptions of frames shall be deemed to include frames transomes, mullions, rails, etc Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes Fixing Items described as "nailed" shall be opened to be fixed with hardened steel nails or shot mas to be known or concrete	
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Items described as "nailed" shall be opened to be fixed with	
Decorative laminate finish	
Laminate finish shall be glood under pressure. Edge strips shall be butt jointe Lat junctions with adjacent similar finish	
SKIRTINGS	
Wrought It eranti	
2/3/1 100 x 16mm Bullnose skirting plugged m 2 374	
DOORS, ETC.	
Carried Forward R	
Section No. 2 SUPERSTRUCTURE	
Bill No. 3 CARPENTRY AND JOINERY	
Part C.2.3 - Bills of Quantities Pricing Data: Civil	
Contract Part C2: Pricing Data TRANSNET C2.3 Bill of Quantities	l.







Item No		Quantity	Rate	Amount
Item	BILL NO. 4	Quantity	Rate	Amount
	CEILINGS, PARTITIONS AND ACCESS FLOORING		n	
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition).			
	SUPPLEMENTARY PREAMBLES		•	
	Descriptions:			
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete			
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the pois have been given elsewhere			
	All manufacturing, installations, etc. as per AAMSA and SABISA (South African Building Interior Systems Associations) guidelines			
	All joints to be taped and joined accordingly to manufacturers specifications to receive paint a sea there measured.			
	NAILED UP CEILINGS			
	9.5mm Plasterboard seiling			
2/4/1	Taper edge gypsuh, plaster board ceilings fixed to and including to "Lafarge screw-up suspension system with "Rhinotane over Joints and the whole area finished with gypsum skip plaster trowelled to a smooth polished surface	m2 1 833		
	Plasterboard cornices			
2/4/2	Shadowline plaster trim cornice	m 3 150		
	SUSPENDED CEILINGS			
	Carried Forward		R	
	Section No. 2 SUPERSTRUCTURE			
	Bill No. 4 CEILINGS, PARTITIONS AND ACCESS FLOORING Part C.2.3 - Bills of Quantities Pricing Data: Civil			
	Pricing Data		Bill c	C2.3 f Quantities

Item	Brought Forward	ı	Quantity	Rate R	Amount
	Suspended ceilings				
	Note:				
	Electrical light fittings, diffusers, panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility insetting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof)			"	
	1200 x 600 x 15mm Thick "AMF Thermatex star" ceiling panels (white) on "Pelican Econogrid" exposed tee suspension system including main and cross tees, necessary hangers, grids, etc.				
2/4/3	Ceilings suspended not exceeding 1m below concrete soffits	m∠	10 440		
	PARTITIONS, ETC.				
	Standard drywall to underside of ceiling tile or plasterboard ceiling with overall thickness 35mm, consisting of 63,5mm galvanised drywall steel stads inserted at 600mm centres into 63,5mm steel top and bottom tracks as per detail 01 and clid both sides with a single sheet of 12,5mm taper edgl syrtsum board fixed with 25mm drywall screws spaced at 220mm centres. All external corners to receive 6,6mm galvanised steel corner bead including 50mm thick in her d wool insulation				
2/4/4	Partitioning 3000mm tigh vith Sottom and top tracks plugged	m	662		
2/4/5	Extra over partition 2000mm high for vertical abutment	No	113		
2/4/6	Extra over part for 5000mm high for corner	No	89		
2/4/7	Extra over partition 3000m high for T-intersection	No	98		
2/4/8	Extra over partition 3000mm high for fair end	No	25		
	Carried Forward Section No. 2 SUPERSTRUCTURE Bill No. 4 CEILINGS, PARTITIONS AND ACCESS FLOORING Part C.2.3 - Bills of Quantities Pricing Data: Civi	6		R	
	Pricing Data	9	. ,4	Bill	C2.3 of Quantities



Item	Brought Forward		Quantity	Rate	R	Amount
	Standard drywall to underside of concrete slab to create a sealed unit to prevent sound transmission, standard 89mm width single skin half hour fire rated drywall partition consisting of 63,5mm galvanised drywall steel studs inserted at 600mm centres into 63,5mm steel top and bottom track and clad both sides with 1 layer of 12,5mm taper edge gypsum board with 50mm cavity Batts in cavity and fixed with 25mm drywall screws spaced at 220mm centres. All external corners to receive 0,6mm galvanised steel corner bead, including 50mm thick mineral wool insulation					
2/4/9	Partitioning 3600mm high with bottom and top tracks plugged	m	42			
2/4/10	Extra over partition 3600mm high for vertical abutment	No	9			
2/4/11	Extra over partition 3600mm high for corner	No	7			
2/4/12	Extra over partition 3600m high for T-intersection	No	5			
2/4/13	Extra over partition 3600mm high for fair end	No	6			
	Moisture resistant drywall to underside of ceiling tile or plasterboard ceiling with overall thickness comm, consisting of 63,5mm galvanised trywall steel studs inserted at 600mm centres into 63,5mm steel top and bottom tracks as per detail of and ad both sides with a single sheet of 12,5mm tape, adge moisture resistant gypsum board fixed with 25mm arywall screws spaced at 220mm centres. All external corners to receive 0,6mm galvanised steel corner boad including 50mm thick mineral wool insulation					
2/4/14	Partitioning 3, 00, high with bottom and top tracks plugged	m	71			
2/4/15	Extra over artition 3000mm high for vertical abutment	No	12			
2/4/16	Extra over partition 3000mm high for corner	No	9			
2/4/17	Extra over partition 3000m high for T-intersection	No	11			
2/4/18	Extra over partition 3000mm high for fair end	No	10			
	Carried Forward Section No. 2 SUPERSTRUCTURE Bill No. 4 CEILINGS, PARTITIONS AND ACCESS FLOORING Part C.2.3 - Bills of Quantities Pricing Data: Civil				R	
Contract Part C2: Pr	5 70 7 1 5 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			E	Bill of	C2.3 Quantities

Item	Brought Forward		Quantity	Rate R	Amount
	Moisture resistant drywall to underside of concrete slab to create a sealed unit to prevent sound transmission, standard 89mm width single skin half hour fire rated drywall partition consisting of 63,5mm galvanised drywall steel studs inserted at 600mm centres into 63,5mm steel top and bottom track and clad both sides with 1 layer of 12,5mm taper edge moisture resistant gypsum board with 50mm cavity Batts in cavity and fixed with 25mm drywall screws spaced at 220mm centres. All external corners to receive 0,6mm galvanised steel corner bead, including 50mm thick mineral wool insulation				
2/4/19	Partitioning 3600mm high with bottom and top tracks plugged	m	105		
2/4/20	Extra over partition 3600mm high for vertical abutment	No	18		
2/4/21	Extra over partition 3600mm high for corner	No	15		
2/4/22	Extra over partition 3600m high for T-intersection	No	13		
2/4/23	Accoustic drywall to underside of concrete sla) to create a sealed unit to prevent sound transmission; candard 95mm width single skin half hour fire rand drywall partition consisting of 63,5mm galvanised drywall steel studs inserted at 600mm centres into 63,5 mm steel top and bottom track and clad both sides with 1 layer of 12,5mm taper edge sound insulation & eduction (57db) gypsum board with 63mm cavity Batty in cavity and fixed with 25mm drywall scr. ws spaced at 220mm centres. All external corners to receive 0,6mm galvanised steel corner bead, including 50mm thick mineral wool insulation	No	14		
2/4/24	Partitioning 3500mm high with bottom and top tracks plugged	m	213		
2/4/25	Extra over partition 3600mm high for vertical abutment	No	36		
2/4/26	Extra over partition 3600mm high for corner	No	31		
2/4/27	Extra over partition 3600mm high for T-intersection	No	25		
2/4/28	Extra over partition 3600mm high for fair end	No	6		
	Carried Forward Section No. 2 SUPERSTRUCTURE Bill No. 4 CEILINGS, PARTITIONS AND ACCESS FLOORING Part C.2.3 - Bills of Quantities Pricing Data: Civil			R	
Contract Part C2: Pr				Bill o	C2.3 Quantities

Item	Brought Forward		Quantity	Rate R	Amount
	Two hour fire rated "Rhinoboard" drywall to be solid from floor to soffit. Sound insulation with 50mm cavity Batts. Wall thickness to be 115mm wide for two hour fire rated drywall partition consisting of 63,5mm galvanised drywall steel studs spaced at 600mm centres into 63,5mm steel top and bottom tracks and clad both sides with a base layer of 12,mm thick taper edge Rhino firestop fixed with 25mm drywall screws at 220mm centres, apply a sheet of 0,5mm galvanised steel sheet to each and apply a face layer of 12,5mm taper edge Rhino firestop to both sides. Staggering all joints using 41mm drywall screws spaced at 220mm centres				
2/4/29	Partitioning 3600mm high with bottom and top tracks plugged	m	5		
2/4/30	Extra over partition 3600mm high for vertical abutment	No	2		
2/4/31	Extra over partition 3600mm high for corner	No	2		
2/4/32	Extra over partition 3600mm high for T-intersection	No	1		
2/4/33	Extra over partition 3600mm high for fair end	No	1		
	Doors				
2/4/34	Extra over partition for 40mm semi-splid rush panel single door 813 x 2400mm high with masorite on both sides and hardwood edge strips to vertical edges hung to and including standard aluminium door frame with one pair of 100mm aluminium hinges including additional studding, trimming, etc	No	121		
2/4/35	Extra over partition for 40 nm semi-solid flush panel double door 1600 x 2400n in high with masonite on both sides and hardwood eightrips to vertical edges hung to and including standard from our door frame with one pair of 100mm aluminium briggs including additional studding, trimming, etc	No	3		
2/4/36	Extra over partition for 40mm semi-solid flush panel double door 1600 x 2400mm high with masonite on both sides and hardwood edge strips to vertical edges hung to and including standard aluminium door frame, sidelights, with one pair of 100mm aluminium hinges including additional studding, trimming, etc	No	27		
	Carried Forward Section No. 2 SUPERSTRUCTURE Bill No. 4 CEILINGS, PARTITIONS AND ACCESS FLOORING Part C.2.3 - Bills of Quantities Pricing Data: Civil			R	
Contract Part C2: Pr	icing Data			Bill of	C2.3 Quantities



	Brought Forward			R	
Item	Take delivery of and install internal aluminium shopfronts, etc. within partitioning including additional studding, trimming, etc.		Quantity	Rate	Amount
2/4/37	Extra over partition for 650 x 3000 single aluminium framed and glazed screen	No	3		
2/4/38	Extra over partition for 900 x 3000 single aluminium framed and glazed screen	No	4	1	
2/4/39	Extra over partition for 1200 x 3000 single aluminium framed and glazed screen	No	2		
2/4/40	Extra over partition for 1668 x 3000 single aluminium framed and glazed screen	10	11		
2/4/41	Extra over partition for 2000 x 3000 single aluminium framed and glazed screen	No	13		
2/4/42	Extra over partition for 2600 x 3000 single aluminium ran ed and glazed screen	No	9		
2/4/43	Extra over partition for 2980 x 3000 single alaminum flamed and glazed screen	No	4		
2/4/44	Extra over partition for 3305 x 3000 single aluminium framed and glazed screen	No	2		
2/4/45	Extra over partition for 3598 x 3000 single aluminium framed and glazed screen	No	3		
2/4/46	Extra over partition for 332t x 3000 single aluminium framed and glazed screen	No	22		
2/4/47	Extra over partition for 4377 x 3000 single aluminium framed and glazad sire n	No	3		
2/4/48	Extra over partition for 4504 x 3000 single aluminium framed and glazed screen	No	1		
2/4/49	Extra over partition for 5524 x 3000 single aluminium framed and glazed screen	No	1		
	Carried Forward Section No. 2 SUPERSTRUCTURE Bill No. 4 CEILINGS, PARTITIONS AND ACCESS FLOORING Part C.2.3 - Bills of Quantities Pricing Data: Civil			R	*
Contract Part C2: Pi	ncing Data			Bill of	C2 _. 3 Quantities

Item	Brought Forward		Quantity	Rate R	Amount
2/4/50	Extra over partition for 5905 x 3000 single aluminium framed and glazed screen	No	2		
2/4/51	Extra over partition for 6099 x 3000 single aluminium framed and glazed screen	No	1		
				N	
),		
	CO '				
	20K				
	Carried Forward to Summary of Section No. 2 Section No. 2			R	
	SUPERSTRUCTURE Bill No. 4 CEILINGS, PARTITIONS AND ACCESS FLOORING				
	Part C.2.3 - Bills of Quantities Pricing Data: Civi				
Contract Part C2: P	ricing Data			Bill of	C2.3 Quantities

TRANSNET

item No		(Quantity	Rate	
Item	BILL NO. 5	0	Quantity	Rate	Amount
	FLOOR COVERINGS, PLASTIC LININGS, ETC.				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition).				
	SUPPLEMENTARY PREAMBLES			A	
	<u>Fixing</u>				
	Floor coverings shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring				
	FLOOR COVERINGS				
	330mm x 330mm "Floorworks" homogenous Super Flex tile range Polyflex plus (Charcoal Code MC013)	Y			
2/5/1	2mm Thick tiles to floors	m2	2 488		
	500 x 500 mm "Nexus Berber Point 920 Nexbic" polypropylene carpet tiles (Colour Charcoal)				
2/5/2	On floors	m2	3 159		
	500 x 500 mm "Nexus Berber Point 920Nexbac" polypropylene carpet tiles (Colour Senegal)				
2/5/3	On floors	m2	2 989		
	"Nexus" Westmingter by ed cut pile carpet including 1000gsm underfalt (Colour Coal City)				
2/5/4	On floors	m2	1 230		
	Carried Forward to Summary of Section No. 2			R	
	Section No. 2 SUPERSTRUCTURE				
	Bill No. 5 FLOOR COVERINGS				
	Part C.2.3 - Bills of Quantities Pricing Data: Civil				
Contract				D(III _ £ 27)	C2.3
	Pricing Data			Bill of Qu	anutes

ltem No		Quantity	Rate	
Item	BILL NO. 6	Quantity	Rate	Amount
	PLASTERING			
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)			
	SCREEDS			
	Screeds on concrete		11	
2/6/1	25mm Thick on floors and landings	m2 4 742		
	INTERNAL PLASTER		•	
	Cement plaster on brickwork or concrete	4		
2/6/2	On walls	602		
2/6/3	On narrow widths	m2 92		
	Gypsum skim plaster on concrete			
2/6/4	On previously plastered and painted walls	m2 1 598		
	Carried Forward to Summary of Section No. 2 Section No. 2 SUPERSTRUCTURE Bill No. 6		R	
	PLASTERING Part C.2.3 - Bills of Quantities			
	Pricing Data: Civil			
	Pricing Data		Bill of Qu	C2.3 pantities
TIKA	NENEL	W.	l)	E E

Item No			Quantity	Rate	Amount
Item	BILL NO. 7		Quantity	Rate	Amount
	TILING				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)				
	SUPPLEMENTARY PREAMBLES				
	Descriptions			1	
	Unless described as "fixed with adhesive to plaster (plaster elsewhere measured)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors, etc. shall be deemed to include cement screed bedding				
	WALL TILING)		
	300 x 600m x 12mm Thick porcelain tile (Allow PC Amount of R350,00/m2 for supply of the tile) fixed with address to plaster (plaster elsewhere measured) as per manufacturer's specifications and flush pointed with light grey waterproof jointing compound as per manufacturer's installation instructions				
2/7/1	On walls	m2	2 268		
2/7/2	On narrow widths	m2	235		
2/7/3	Fair exposed cutting and fitting around pipe not exceeding 50 mm internal diameter	No	82		
2/7/4	Fair exposed cutting and fitting around pipe exceeding 50mm but not exceeding 2c0m in internal diameter	No	82		
2/7/5	Fair expressed curting and fitting around pipe exceeding 200mm but not exceeding 350mm internal diameter	No	44		
	FLOOR TILING				
	Section No. 2			R	
	SUPERSTRUCTURE Bill No. 7				
	TILING Part C.2.3 - Bills of Quantities Pricing Data: Civil				
	Pricing Data			Bill of Qu	C2.3 antities



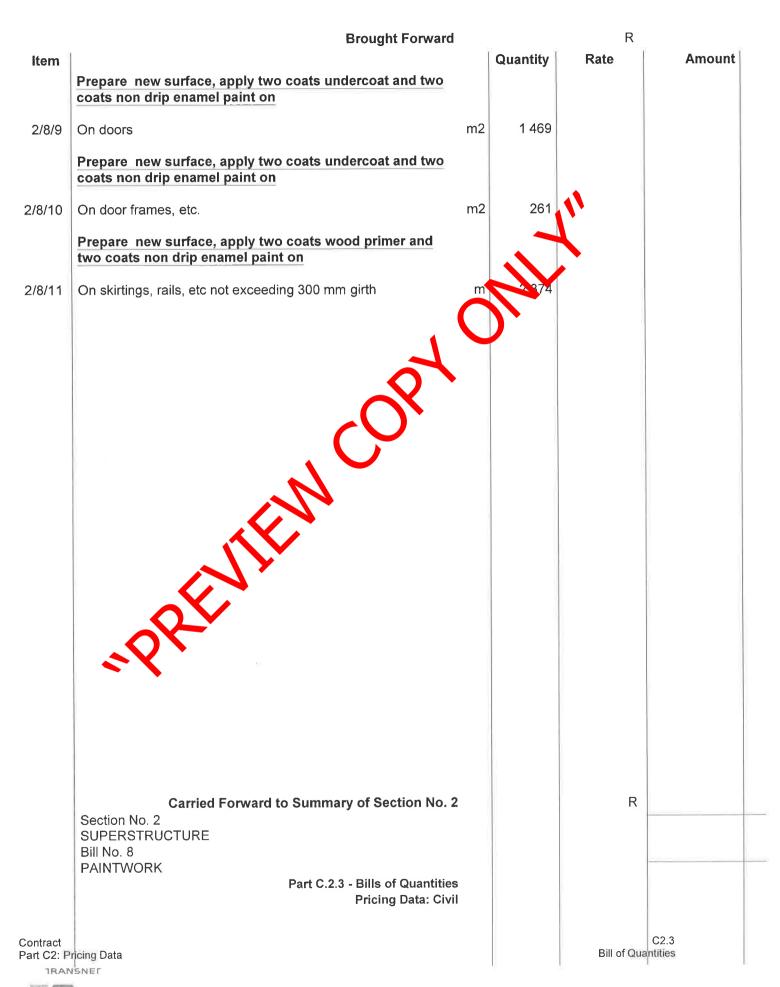
Bill of Quantities

R **Brought Forward** Quantity Rate Amount Item 600 x 600 x 12mm Thick porcelain tile (Allow PC Amount of R250.00/m2 for supply of tile) fixed with adhesive to screed (screed elsewhere measured) as per manufacturer's specifications and flush pointed with light grey waterproof jointing compound as per manufacturer's installation instructions 1792 2/7/6 On floors and landings m2 2/7/7 100mm High tile skirting R Carried Forward to Summary of Section No. 2 Section No. 2 SUPERSTRUCTURE Bill No. 7 **TILING** Part C.2.3 - Bills of Quantities **Pricing Data: Civil** C2.3 Contract

Part C2: Pricing Data

Item No		Quantity	Rate	Amount
Item	BILL NO. 8	Quantity	Rate	Amount
	PAINTWORK			
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)			
	SUPPLEMENTARY PREAMBLES			
	PREPARATORY WORK TO EXISTING WORK		1	
	Previously painted plastered surfaces			
	Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth			
	Previously painted metal surfaces			
	Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed bown to bare metal			
	Previously painted wood surfaces			
	Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with smable filler and finished smooth PAINTWORK, ETC. TO PREVIOUSLY PAINTED WORK			
	PAINTWORK, ETC. TOTTO TO THE WORK			
	Prepare existing painted surface, apply one coat under oar and two coats acryllic PVA paint on			
2/8/1	Internal walls	m2 17 598		
	ON METAL			
	Carried Forward		R	
	Section No. 2 SUPERSTRUCTURE		IX.	
	Bill No. 8 PAINTWORK			
	Part C.2.3 - Bills of Quantities Pricing Data: Civil			
	Pricing Data		Bill of Qu	C2.3 antities

Item	Brought Forward		Quantity	Rate R	Amount
	Prepare existing painted surface, apply one coat undercoat and apply two coats non drip enamel paint on				
2/8/2	On door frames	m2	1 379		
	PAINTWORK, ETC. TO NEW WORK				
	FLOATED PLASTER SURFACES WITH			1	
	Prepare new surface, apply two coats undercoat and two coats acryllic PVA paint on				
2/8/3	Internal walls	m2	≥11∨		
	ON PLASTERBOARD				
	Prepare new surface, apply two coats undercoat and two coats acryllic PVA paint on				
2/8/4	On ceilings and cornices	m2	1 833		
2/8/5	On drywall partitioning	m2	7 026		
	ON WALLPAPER				
	Prepare new surface, apply two chats undercoat and two coats acryllic PVA paint on				
2/8/6	On wallpaper	m2	253		
	ON METAL				
	Prepare new surface, apply two coats undercoat and apply two coats non drip examel paint on				
2/8/7	On door harves	m2	69		
2/0//	ON WOOD				
	Prepare new surface and apply two coats wood primer				
	on:				
2/8/8	On backs of frames, linings, etc. not exceeding 300mm wide	m2	87		
	Carried Forward			R	
	Section No. 2 SUPERSTRUCTURE Bill No. 8				
	PAINTWORK Part C.2.3 - Bills of Quantities				
	Pricing Data: Civil				
	Pricing Data			Bill of Qu	C2.3 antities



Item		Quantity	Rate	Amount
No Item	BILL NO. 9	Quantity	Rate	Amount
	PROVISIONAL SUMS AND BUDGETARY ALLOWANCES			
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)			
	SUPPLEMENTARY PREAMBLES		1	
	General			
	Work for which budgetary allowances are provided will be measured and valued in accordance with clause 5 of the NEC 3 Engineering and Construction contract June 2005 and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances			
	Prime cost amounts and provisional sums are NET. Prime cost amounts include for delivery to site of all articles concarned			
	Provisional sums are for material and equipment supplies and installed complete by firms of specialists			
	<u>Profit</u>			
	Where stated, the contractor may allow her profit if required			
	General attendance on subcontractors			
	The item "Attendance" which follows each provisional sum for subcontractors' works shall be deemed to cover all the contractor's costs incurred a providing free of charge to the subcontractors, the ollowing:			
	1 The Sevices as set out in clause 26 of the Prilimharies			
	2 Making good in all trades and cleaning down and removal of rubbish on completion			
	PROVISIONAL SUMS			
	Carried Forward		R	
	Section No. 2 SUPERSTRUCTURE			
	Bill No. 9 PROVISIONAL SUMS AND BUDGETARY ALLOWANCES Part C.2.3 - Bills of Quantities Pricing Data: Civil			
Contract Part C2:	Pricing Data		Bill of Q	C2.3
	NSNET	J.		

	Brought Forward		R	
Item	The following sub-contract amounts are for work to be carried out by sub-contractors in terms of clause 26 of the NEC 3 Engineering and Construction contract June 2005	Quantity	Rate	Amount
	Kitchen/Pause area Cupboards			
2/9/1	Provide the sum of R 385,000.00 (Three Hundred and Eighty Five Thousand Rand) for Kitchen/Pause area Cupboards, etc., executed complete.	Item	•	385 000 00
2/9/2	Profit	Item		
2/9/3	Attendance	tem		
	<u>Vanities</u>			
2/9/4	Provide the sum of R 210,000.00 (Two Hundred and Ten Thousand Rand) for Vanities, etc., executed complete.	Item		210 000 00
2/9/5	Profit	Item		
2/9/6	Attendance	Item		
	Sandstone cladding			
2/9/7	Provide the sum of R 100,000.00 (One Nundred Thousand Rand) for Sandstone cladding, etc., Casc ted complete.	Item		100 000 00
2/9/8	Profit	Item		
2/9/9	Attendance	Item		
	Wallpaper			
2/9/10	Provide the sem of R 2,000.00 (Eighty Two Thousand Rand) for Wallpaper, c., executed complete.	Item		82 000 00
2/9/11	Profit.	Item		02 000
2/9/11	Attendance	Item		
2/9/12	Alleridance	iteiii		
	Carried Forward Section No. 2 SUPERSTRUCTURE Bill No. 9 PROVISIONAL SUMS AND BUDGETARY ALLOWANCES		R	
	Part C.2.3 - Bills of Quantities Pricing Data: Civil			
Contract Part C2: P	ricing Data		Bill of Qua	C2.3 ntities

ltem	Brought Forward	Quantity	Rate R	Amount	
	Supply only of Aluminium shopfronts and doors				
2/9/13	Provide the sum of R 800,000.00 (Eight Hundred Thousand Rand) for the supply only of Aluminium shopfronts and doors, etc., executed complete.	Item		800 000	00
2/9/14	Profit	Item			
2/9/15	Attendance	Item	•		
	Fire Services				
2/9/16	Provide the sum of R 4,575,000.00 (Four Million Five Hundred and Seventy Five Thousand Rand) for Fire services, etc., executed complete.	Item	•	4 575 000	00
2/9/17	Profit	Item			
2/9/18	Attendance	Item			
	Fire Signage				
2/9/19	Provide the sum of R 30,000.00 (Thirty Thousand Rand) for Fire Signage, etc., executed complete.	Item		85 000	00
2/9/20	Profit	Item			
2/9/21	Attendance	Item			
	Plumbing and Drainag				
2/9/22	Provide the sum of R 5,100,000.00 (Five Million One Hundred Thousand Rand) to Plumbing and Drainage, etc., executed				
	complete.	Item		5 100 000	00
2/9/23	Profit	Item			
2/9/24	Attendance	Item			
	Carried Forward		R		
	Section No. 2 SUPERSTRUCTURE				
	Bill No. 9 PROVISIONAL SUMS AND BUDGETARY ALLOWANCES Part C.2.3 - Bills of Quantities Pricing Data: Civil				
Contract				C2.3	
Part C2: Pr	AND		Bill of Qua	ntities	

	Brought Forward		R		
Item	I I I I I I I I I I I I I I I I I I I	Quantity	Rate	Amount	
	<u>Lightning Protection</u>				
2/9/25	Provide the sum of R 180,000.00 (One Hundred and Eighty Thousand Rand) for Lightning Protection, etc., executed complete.	Item		180 000	00
2/9/26	Profit	Item			
2/9/27	Attendance	Item			
	Smoke Detection				
2/9/28	Provide the sum of R 920,000.00 (Nine Hundred and Twenty Thousand Rand) for Smoke Detection, etc., executed complete.	Item		920 000	00
2/9/29	Profit	Item			
2/9/30	Attendance	Item			
	<u>UPS</u>				
2/9/31	Provide the sum of R 300,000.00 (Three Hundred Thrusand Rand) for UPS, etc., executed complete.	Item		300 000	00
2/9/32	Profit	Item			
2/9/33	Attendance	Item			
	<u>Lifts</u>				
2/9/34	Provide the sum of R 4, 50,000.00 (Four Million Seven Hundred and Fift, Thousand Rand) for Lift Installation, etc., executed complete.	Item		4 750 000	00
2/9/35	Profit	Item			
2/9/36	Attendance	Item			
	Carried Forward Section No. 2 SUPERSTRUCTURE Bill No. 9 PROVISIONAL SUMS AND BUDGETARY ALLOWANCES Part C.2.3 - Bills of Quantities Pricing Data: Civil		R		
Contract Part C2: P	icing Data			C2.3 Bill of Quantities	



	Brought Forward		R		
Item		Quantity	Rate	Amount	
	Air Conditioning and Ventilation				
2/9/37	Provide the sum of R 18,620,000.00 (Eighteen Million Six Hundred and Twenty Thousand Rand) for Air Conditioning and Ventilation, etc., executed complete.	Item		18 620 000	00
2/9/38	Profit	Item			
2/9/39	Attendance	Item	11		
	Signage		1		
2/9/40	Provide the sum of R 510,000.00 (Five Hundred and Ten Thousand Rand) for Signage, etc., executed complete.	l m		510 000	00
2/9/41	Profit	Item			
2/9/42	Attendance	Item			
	Electrical Installation				
2/9/43	Provide the sum of R 9,945,000.00 (Nine Million Uine Hundred and Forty Five Thousand Rand) for Electrica Installation, etc., executed complete.	Item		9 945 000	00
2/9/44	Profit	Item			
2/9/45	Attendance	Item			
	Standby Generator				
2/9/46	Provide the sum of K 1,030,000.00 (One Million Six Hundred Thousand Rand) for Standby Generator, etc., executed complete.	Item		1 600 000	00
2/9/47	Profit	Item			
2/9/48	Attendance	Item			
	Carried Forward		R		
	Section No. 2 SUPERSTRUCTURE				
	Bill No. 9 PROVISIONAL SUMS AND BUDGETARY ALLOWANCES				
	Part C.2.3 - Bills of Quantities Pricing Data: Civil				
Contract Part C2: P				C2.3 Bill of Quantities	
TRAN	ISNET	31	25		



ltem	Brought Forward	Quantity	Rate R	Amount	
	Blinds				
2/9/49	Provide the sum of 1,220,000.00 (One Million Two Hundred and Twenty Thousand Rand) for Blinds, etc., executed complete.	Item		1 220 000 00	
2/9/50	Profit	Item	4		
2/9/51	Attendance	Item			
	Public Address system				
2/9/52	Provide the sum of R 735,000.00 (Seven Hundred and Thirty Five Thousand Rand) for Public Address system, etc., executed complete.	Item		735 000 00	(Control)
2/9/53	Profit	Item			
2/9/54	Attendance	Item			
	BUDGETARY ALLOWANCES				
	Note: Tenderers are to note that the prodisional allowances listed here under are for work to be executed by the appointed principal contractor. Tenderers are to allow in their overall P & G allowances for this scope of work as no additional P & G' with the entertained once this scope of work is realised. The Employer reserves the right to execute this work in part of in whole or omit the entire scope				
2/9/55	Provide the sum of R 200,000.00 (Two Hundred Thousand Rand) for works to existing balustrading, executed complete.	Item		200 000 00)
2/9/56	Provide the un of R 285,000.00 (Two Hundred and Eighty Five Thousand Rand) for Trim to tiling and other finishes, executed complete.	Item		280 000 00)
2/9/57	Provide the sum of R 630,000.00 (Six Hundred and Thirty Thousand Rand) for Bulkheads, executed complete.	Item		630 000 00)
	Carried Forward Section No. 2 SUPERSTRUCTURE Bill No. 9 PROVISIONAL SUMS AND BUDGETARY ALLOWANCES Part C.2.3 - Bills of Quantities Pricing Data: Civil		R		
	ncing Data			C2.3 Bill of Quantities	

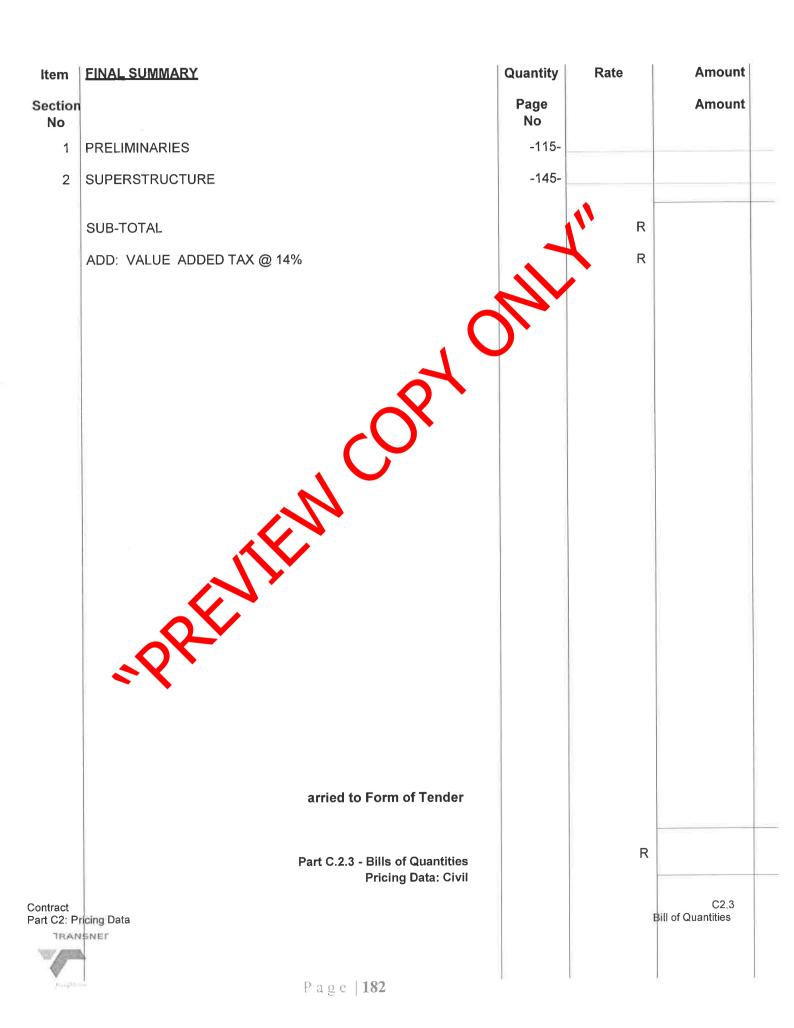


	Brought Forward		R		
Item		Quantity	Rate	Amount	
2/9/58	Provide the sum of R 240,000.00 (Two Hundred and Forty Thousand Rand) for Accoustic folding and sliding doors, etc., executed complete.	Item		240 000	00
2/9/59	Provide the sum of R 750,000.00 (Seven Hundred and Fifty Thousand Rand) for Supply and installation of Ironmongery, etc., executed complete.	Item		750 000	00
2/9/60	Provide the sum of R 110,000.00 (One Hundred and Ten Thousand Rand) for Sundry alterations, etc., executed complete.	Item		110 000	00
2/9/61	Provide the sum of R 100,000.00 (One Hundred Thousand Rand) for Relocation of services, etc., executed complete.	em		100 000	00
2/9/62	Provide the sum of R 950,000.00 (Nine Hundred and Fifty Thousand Rand) for Removal of existing services, etc., executed complete.	Item		950 000	00
2/9/63	Provide the sum of R 150,000.00 (One Hundred and Cift) Thousand Rand) for Repairs to Structural elements, to executed complete.	Item		150 000	00
2/9/64	Provide the sum of R 250,000.00 (Two Hun Tred and Fifty Thousand Rand) for work to the Main Entrance, etc., executed complete.	Item		250 000	00
2/9/65	Profit and attendance for the above hand items	Item			
2/9/66	Provide the sum of R 15,500,000,00 (Fifteen Million Five Hundred Thousand rand) or EVCM fees, executed complete.	Item		15 500 000	00
2/9/67	Provide the sum of P.3,230,000.00 (Three Million Two Hundred and Thirty Thousand Rand) for Escalation to Provisional sums, executed control as	Item		3 230 000	00
2/9/68	Provide the sum of R 1,000,000.00 (One Million Rands) for Sundry Builder's work to Specialist Installations, etc., executed complete	Item		1 000 000	00
2/9/69	Provide the sum of R 5,345,000.00 (Five Million Three Hundred and Forty Five Thousand Rands) for Contingencies, etc. executed complete	Item		5 345 000	00
	Carried Forward		R		
	Section No. 2 SUPERSTRUCTURE Bill No. 9 PROVISIONAL SUMS AND BUDGETARY ALLOWANCES Part C.2.3 - Bills of Quantities Pricing Data: Civil				
Contract Part C2: P	ricing Data			C2.3 Bill of Quantities	



					r
ltem	Brought Forward	Quantity	Rate R	Amount	
219!70	Provide the sum of R 100,000.00 (One Hundred Thousand Rands) for Plan Submission fees, etc. executed complete	Item		100 000	00
	opa Copy Copy Copy Copy Copy Copy Copy Copy				
	Carried Forward to Summary of Section No.2 Section No. 2 SUPERSTRUCTURE Bill No.9 PROVISIONAL SUMS AND BUDGETARY ALLOWANCES		R		
	Part C.2.3 -Bills of Quantities Pricing Data:Civil				
Contract Part C2: P				C2.3 Bill of Quantities	

Item	Section No. 2		Quantity	Rate	Amount
	SUPERSTRUCTURE				
	SECTION SUMMARY - SUPERS	TRUCTURE			
Bill No			Page No		Amount
1	ALTERATIONS		-118-		
2	MASONRY		-120-	1	
3	CARPENTRY AND JOINERY		122-		
4	CEILINGS, PARTITIONS AND AC	CCESS FLOORING	29-		
5	FLOOR COVERINGS		-130-		
6	PLASTERING	1	-131-		
7	TILING		-133-		
8	PAINTWORK	· O'	-136-		
9	PROVISIONAL SUMS AND BUDG	GETARYALLOWANCES	-144-		
		Carried to Final Summary		R	
	Section No. 2 SUPERSTRUCTURE	Part C.2.3 - Bills of Quantities Pricing Data: Civil			
	Pricing Data				C2.3 Bill of Quantities



PART C3: SCOPE OF WORKS

Contract Part C3: Scope of Works

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Section 1

DESCRIPTION OF THE WORK

INDEX

Item	Description	A	Page
1.1 1.2 1.3 1.4 1.5	Employer's Objective Overview of the Works Extent of the Works Location of the Works Temporary Work		186 187 187
		CORY	
	REVIEW		

Part C3 Scope of Works



C3.1 Description of the works

Section 1

DESCRIPTION OF THE WORKS

1.1 Employer's Objective

1.1.1 Transnet Freight Rail has embarked on an office space optimization initiative, based on an open plan design philosophy for all office buildings. This initiative will be implemented over the next 3-years and nationally approximately 50 000m² of office space will be converted to open plan. The project extails the refurbishment of office buildings to an open plan environment, refurbishment of air-conditioning to suit open plan and installation of public address systems and early warning fire detection.

One of the sites identified for refurbishment is the 138 Eloff Street Building, Johannesburg

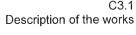
1.1.2 The Tenderers are required to sheck the number of pages and should any be found to be missing or in duplicate or the figures or writing to be indistinct or should there be any doubt or obscurity as to the meaning of any particular word or phrase or descriptions or should Tenderers consider that any item is incorrectly or inadequately described they must inform the Manager, Johan Basson, 4th Floor, Desk 4/2, 39 Wolmanns Street, Braamfontein, 2017 at once in writing under reference and have the matter rectified or explained as the case may be as no liability whatse ver will be admitted by Transnet in respect of errors in a tender due to the foregoing.

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

1.2 Overview of the Works

1.2.1 The contract consists of the demolishing/dismantling of existing brick walls, partitions, ceilings, electrical work and floor/wall finishes etc., and the construction/fitting of new brick walls/partitions, ceilings, electrical/plumbing work, plastering, painting and the laying of new floor finishes, installation of new air-conditioning system air-conditioning system, installation of a fire detection system, a public address system and ancillary works.

Part C3 Scope of Works





1.3 **Extent of the Works**

1.3.1. The main contractor shall do the work as detailed in the various specifications and drawings as per attached drawing register

1.4 **Location of the Works**

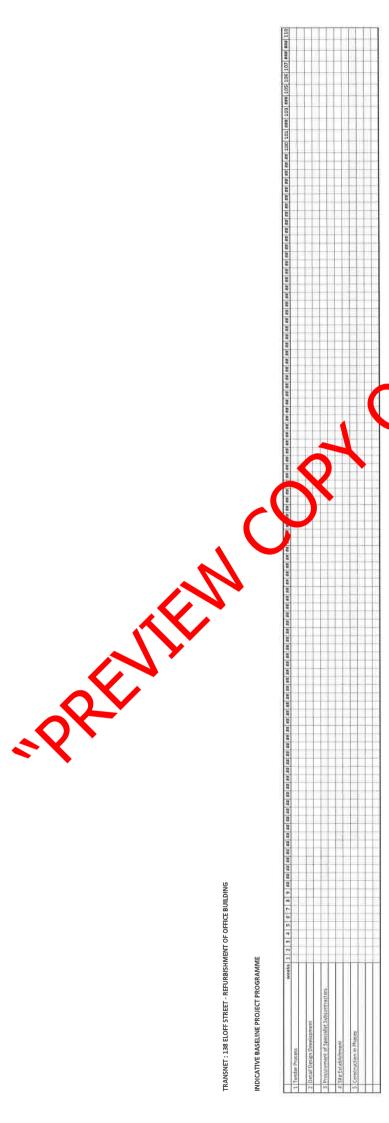
PREVIEW 1.4.1 The site is located at Johannesburg.

1.5





C3.1 Description of the works



PART C3: PROGRAMME

Contract
Part C3: Scope of Works

TRANSNET



PART C3: PROGRAMME

Contract
Part C3: Scope of Works

TRANSNET



TRANSNET



(REGISTRATION NO.1990/000900/06)

TRADING AS TRANSNET FREIGHT RAIL

ADDENDUM NO. 1

TO THE SECONDARY AND GENERAL PECIFICATIONS OF THE CONTRACT

- 1) Where ever the word "Spoornet" appears in these specifications, please replace it with "Transnet Freight Rail".
- Wherever reference is made to the E5(M.W.)(1996), the E5(Nov.1996) or E160 General Conditions of Contract, please refer to the Conditions of Contract of the ECC3 Contract.
- Where ever the words Technical Officer appear in these specifications, please replace with "Superviso".

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Part C3

Section 2

ENGINEERING

INDEX

Item	Description	raye
2.1 2.2 2.3 2.4 2.5	Design services and activity matrix Employer's design Design brief Drawings Alternative Equipment and Drawings	191 191
2.5 2.6		192

Part C3 Scope of Works

⊏n



Section 2

ENGINEERING

2.1 Design services and activity matrix

The space planning layout has been completed and drawings attached as referred to below. However the tenderer is to take note that the detail design development will only take place after award of the tender as indicated in the indicative project programme (Refer to attached indicative programme in Section 3.1).

2.2 Employer's design

2.2.1 Employer will issue space planning floor layouts for the proposed new building.

2.3 Design brief

2.3.1 Designs to be as per guidelines in the particular specifications, referred to standard and generic specifications.

2.4 Drawings

2.4.1 Drawings of the refurbishment of loors layouts (Drawings are attached under Part C4 – Site Information):

CIVIL WORKS	REV
11004-TLIB-2011: Lime sioning and construction layou. 2 nd floor	01
11004-7-B-2012. Dimensioning and construction layout – 3 rd & 4 th floor	01
11.04 TLIB-2013: Dimensioning and construction layout – 5 th & 6 th floor	01
11004-TLIB-2014: Dimensioning and construction layout – 7 th & 8 th floor	01
11004-TLIB-2015: Dimensioning and construction layout – 9 th & 10 th floor	01
11004-TLIB-2016: Dimensioning and construction layout – 11 th & 12 th floor	01
11004-TLIB-2017: Dimensioning and construction layout – 13 th & 14 th floor	01
11004-TLIB-2018: Dimensioning and construction layout – 15 th , 16 th & 17 th floor	01
11004-TLIB-2010: Lower ground and	

C3.2 Engineering



Part C3

ground floor

11004-TLIB-2001: 2nd floor

11004-TLIB-2002: 3rd & 4th floor

11004-TLIB-2003: 5th & 6th floor

11004-TLIB-2004: 7th & 8th floor

11004-TLIB-2005: 9th & 10th floor

11004-TLIB-2006: 11th & 12th floor

11004-TLIB-2007: 13th & 14th floor

11004-TLIB-2008: 15th, 16th & 17th floor

11004-TLIB-2000: Lower ground and

ground floor

2.5 Alternative Equipment and Drawings

Not Applicable

2.6 Design procedures

2.6.2 Not Applicable

Part C3
Scope of Works



C3.2 Engineering

Part C3

Section 3

PROCUREMENT

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	8		

Part C3 Scope of Works C3.3 Procurement



Section 3

PROCUREMENT

3.1 Subcontracting

2 PENILLIN

- 3.1.1 Tenders are required to provide a list of work, which they intend carrying out on a subcontract basis, and that which they intend carrying out with own permanent employees.
- 3.1.2 Tenders shall outline their policy with regard to the employment of local "previously marginalized" subcontractors, and the estimated proportion of the work in the various trades that will be sublet to such subcontractors
- 3.1.3 The successful Tenderer will be responsible for the supervision and quality control of the work undertaken by the subcontractors.
- 3.1.4 The successful Tenderer shall not take advantage of the lack of pricing skills of emerging subcontractors, and obvious errors in block a shall be pointed out and rectified to reflect the reasonable prices for the work.
- 3.1.5 Any subcontractors in which the main contractor considers using shall be submitted to Transnet Freight Rail for approval.





C3.3 Procurement

Part C3

Section 4

GENERAL CONSTRUCTION ASPECTS

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Section 4

GENERAL CONSTRUCTION ASPECTS

4.1 Works Specifications

4.1.1 Standard Specification

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification.

4.1.1.1 SABS Specifications (To be obtained by the contenders)

National Building Regulations General Structural Electrical Code of Practice SABS 0400 1.50 SABS 1.00AH - 1986 SABS 0.42

4.1.1.2 Standard Airconditioning Specification

4.1.1.2.1 Supplementary Airconditioning Specification

4.1.1.2.3 Drawings

Applicable specifications referred to as secondary specifications

4.2 Construction Equipment

The Contractor half-supply all equipment necessary to perform the work.

4.3 Existing Strvices

- 4.3.1 The Contractor shall be responsible for locating and protecting existing services. The polition of existing services (if) shown on the drawings are only approximate. Services other than that shown on the drawings may be pointed out to the Contractor by the Transnet Freight Rail Supervisor and the Contractor shall take responsibility to protect them in the same way as those shown on the drawings. Damage to any service shown on the drawings or pointed out to the Contractor shall immediately be reported to the Transnet Freight Rail Supervisor who will arrange for its repair.
- 4.3.2 The Contractor shall reinstate the services and structures damaged during construction.
- 4.3.3 Any damages caused by the Contractor to Transnet property and services shall be rectified by the Contractor at his own costs and to the full satisfaction of the Supervisor.
- 4.3.4 Permission to connect to any existing Transnet Freight Rail service, on a temporary basis, must be obtained from the Transnet Freight Rail Supervisor.

4.4 Site Establishment

4.4.1 Not Applicable.



General construction aspects

4.5 Site Usage

- The establishment of a site is the responsibility of the successful tenderer and this must be provided for in the quotation. Fixed assets such as fencing, carports etc. shall be removed or demolished after completion of the Works.
- The Contractor shall provide an office for the Transnet Freight Rail Supervisor on site 4.5.2 upon request.
- Housing of Contractor's staff on any Transnet property will not be permitted. 4.5.3
- The Contractor is to make his own arrangements for the distribution of electrical power for his own use on the site. Transnet Freight Rail will not be responsible for any claims whatsoever brought about by any disruption or fluctuations in the supply of any such electrical power to the Contractor.
- The Contractor is to apply to the network provider for a telephone if required. 4.5.5

Contractor's own and supervised site store 4.5.9

- 4.5.9.1 The Contractor must provide adequate storage, at his own expense to the satisfaction of the Transnet Freight Rail Supervisor. Il material must, in addition, be stored or stacked in position that will not interfere with other work in progress in the area.
- 4.5.9.2 Sites for storage facilities on property of Transnet Freight Rail, if available, must be arranged in conjunction with the parties concerned. Where no sites are available, the Contractor must make his own arrangements at his expense.
- 4.5.9.3 The Transnet Freight Rail Contract Supervisor shall be advised as early as possible where storage extes well be located.

 4.5.9.4 The cost of this store shall be shown separately as an item in the quotation for
- installation.
- 4.5.9.5 On completion of the contract, the Contractor shall dismantle and remove the store entirely from the property of Transnet Freight Rail.

4.5.9.6 Off-loading stonge and distribution

- The contract shall be responsible for off-loading all material, the storage and safe costody thereof and for the distribution on the Works.
- the Contractor shall maintain records, to the satisfaction of the Transnet Finight Rail Contract Supervisor, concerning the receipt and issue of all material.
- Il material must be stored or stacked in positions that will not interfere with other work in progress in the area.
- The Contractor shall, on completion of the Works, clear the site of all leftover items of material, such as empty cable drums, cable off-cuts, empty tins, etc., to the satisfaction of the Transnet Freight Rail Supervisor. Off-cuts of all material of a valuable nature which is the property of Transnet, such as copper or aluminium wire or cable, shall be returned to a site to be directed by Transnet Freight Rail Supervisor.

4.6 Alterations, additions, extensions, and modifications to existing works

Contractor shall use the given drawings as a guideline or proposal by Transnet Freight Rail, and should the Contractor deem it necessary/appropriate to deviate from the above, he shall inform the Project Manager/Transnet Freight Rail Supervisor for approval.



Scope of Works

Part C3

4.6.2 Only Transnet Freight Rail Contract Supervisor or his appointed designate shall be allowed to enter Site Instructions. Any instruction that might result in a change in scope or has cost implications, shall only be carried out once a Compensation Event has been approved by Transnet Freight Rail, otherwise the client may refuse to pay for such work.

4.7 Inspections of adjoining properties

4.7.1 Not Applicable.

4.8 Water for construction purposes

- 4.8.1 The Contractor shall use existing water connections the building if available for construction purposes; otherwise the contractor must provide its own water supply.
- 4.9 Survey control and setting out the Works
 Not Applicable



C3.4 General construction aspects

Part C3

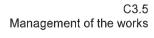
Section 5

MANAGEMENT OF THE WORKS

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Section 5

MANAGEMENT OF THE WORKS

5.1 SABS Specifications

The following SABS Specifications and associated specification data are applicable:-

- 5.1.1 SABS 0400 1990: NATIONAL BUILDING REGULATIONS
- 5.1.2 SABS 1200AH 1986: GENERAL STRUCTURAL.
- 5.1.3 SABS 0142: ELECTRICAL CODE OF PRACTICE

5.2 Particular/generic specification

5.2.1 Refer to Section 7

5.3 SITE RECORDS:

5.3.1 Site Diary

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

5.4 SITE INSTRUCTION BOOK:

- 5.4.1 The Contractor shall supply and have available ON SITE at all times three A4 size to clicate carbon copy books.
- 5.42 In one book, site instructions will be recorded. Only the Project Manager and the Supervisor or their delegated representative will have the authority to issue site instructions to the Contractor. Any instruction that might result in a change in scope or has cost implications, shall only be carried out once a Compensation Event has been approved by Transnet Freight Rail, otherwise the client may refuse to pay for such work.
- 5.4.3 The second book will be used as the Risk Register required by the Contract for Engineering and Construction Work, NEC3.
- 5.4.4 The third book will be a site diary. Site diaries shall be forwarded to the Transnet Freight Rail Supervisor during monthly progress meetings. Site activities and information (including weather conditions) shall be entered in a site diary on a daily basis. Amongst others the safety talks shall be entered, and all visitors on site shall sign the Site Diary. Working hours are to be aligned with the Depot working hours, any work to be done outside normal Depot working hours to be discussed with the relevant Depot.

Part C3 Scope of Works C3.5 Management of the works



- 5.4.5 The original sheet of each set of three pages will be removed from the books and retained by the Project Manager. The Contractor may remove the second sheet but the third sheet shall be retained on the site until completion of the Works when it shall be handed to the Project Manager.
- 5.4.6 All important communication shall be in writing.

5.5 PROGRAMME & PLANNING OF THE WORK

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

5.6 WATER SUPPLY:

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

5.7 ELECTRICITY SUPPLY:

5.7.1 If existing electricity stoply is available, the Contractor will be allowed to use it for construction purposes only. The contractor must adhere to the safety standards as per the Central Safety Regulations, Electrical Machine Regulations, Electrical Installation Regulations of the Health and Safety Act, (Act 85 of 1993) and SABS 0.142

5.8 ACCESS TO SITE:

- The premises will be vacant during the execution of the contracts.
- 5.8.5 Access points to site (security) checks at close of day
 - 5.8.5.1 Not Applicable

5.9 MATERIALS FOUND ON SITE:

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

Part C3 Scope of Works

Management of the works



5.10 CLEARING OF SITE:

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager. The contractor is to see that there is no build-up rubble, both on site, service lift, main lifts, passages foyers or parking areas.

Existing carports/parking area is not to be used to store materials or for the use of construction vehicles.

5.11 WORKING OUTSIDE NORMAL WORKING HOURS:

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

5.12 ENVIRONMENT

5.12.1 Refer to section 6

5.13 ACCOMMODATION OF TRAFFIC ON FUBLIC ROADS OCCUPIED BY THE CONTRACTOR

5.13.1 Not Applicable

5.14 OTHER CONTRACTORS ON SITE

Not Applicable

5.15 TESTING COMPLETION, COMMISSIONING AND CORRECTION OF DEFECTS

- When, in the opinion of the Supervisor, any part of the work done or any items of material used is not in accordance with the requirements of the Contract, whether or not payment for such work or material has been made, he may order the Contractor in writing to remove any objectionable part, item or component thereof, to replace it with an acceptable part, item or component and to rectify or reconstruct the Works without cost to Transnet.
- 5.15.2 The Works will not be accepted by Transnet as complete until all defects of every kind have been made good to the satisfaction of the Supervisor.
- 5.15.3 Within a reasonable time after receipt of written instructions from the Project Manager/Supervisor, the Contractor shall make good to the satisfaction of the Supervisor all the defective material and workmanship which are not in accordance with the contract and which may appear within a period of 12 months, or such other period as stipulated in the Contract Data, after the date stated in the CERTIFICATE OF COMPLETION, and shall repair all damage caused thereby.

Part C3 Scope of Works C3.5 Management of the works



- 5.15.4 Should the Contractor fail to comply with the above provisions, Transnet may cause the required work to be carried out at the expense of the Contractor and may recover the cost thereof from the Contractor.
- 5.15.5 Testing and commissioning shall be done in accordance with applicable standards, generic and particular specifications.

5.16 RECORDING OF WEATHER

5.16.1 The requirements are covered in the contract data.

5.17 KEY PERSONNEL

5.17.1 The Contractor shall provide an Organogram of his key personnel on site, including all relevant contact details within two weeks from the start date.

5.18 MANAGEMENT MEETING

- 5.18.1 Risk reduction meetings: These meetings can form part of the regular site meetings or be held as separate meetings. At these meetings the following issues will be discussed:
 - (i) Compensation events
 - (ii) Early warnings
 - (iii) Contractual ims
 - (iv) Risk regis er
- The Contractorshall attend site meetings when convened by the Transnet Freight Rail Supervisor (normally once a month). Such meetings will be for the purpose of discussing progress, delays, materials, conditions and the coordination of site activities. The meetings will be chaired by the Project Manager or his deputy and the proceedings shall be minuted and circulated by the Translet Neight Rail Supervisor.
- 5.18.3 The Contractor shall attend ad hoc site meetings when convened by the Trachnet Freight Rail Supervisor. Such meetings will be for the purpose of discussing specific issues or problems relating to specifications and adherence viereto, quality and contractual matters.
- Contractor's representatives at these meetings shall have the necessary delegated authority in respect of aspects such as planning, change management, health and safety.

5.19 PAYMENT

- 5.19.1 Payments shall be made at an agreed date once a month only, for work satisfactory completed, (minus retention money), as per Contract Data and in accordance with the Bill of Quantities. This will be a part payment for the work completed on the date of measurement.
- 5.19.2 Payment will be paid within 30 days from date of receipt of the approved Invoice been received in the financial office in Johannesburg.







5.20 INSURANCE PROVIDED BY THE EMPLOYER

5.20.1 Details of these are covered in the Contract Data.

5.21 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

5.21.1 Health and safety requirements are covered in Transnet Specifications E4E (August 2006).



Part C3 Scope of Works C3.5 Management of the works

Part C3

Section 6

ENVIRONMENTAL REQUIREMENTS

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Section 6

ENVIRONMENTAL REQUIREMENTS

6.1 Works specification

- 6.1.1 All work shall be done in accordance with the Environmental Management Plans and applicable specifications below:
 - 6.1.1.1 Specification E4B: November 1996): Minimum Communal Health Requirements in areas outside the jurisdiction of Local Authority.
 - 6.1.1.2 National Environment Management Act, 1000000
 - 6.1.1.3 Environmental Conservation Act, 73/189
 - 6.1.1.4 National Water Act, 36/1998

6.2 Environment

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

- 6.2.1 The National Environmental Management Act, 107/1998;
- 6.2.2 The Environmental Conservation Act, 73/1989; and
- 6.2.3 The National Vater Act, 36/1998.
- 6.2.4 The Coloractor shall appoint a responsible person to ensure that no incident shall excurson—site that could cause pollution. Where the Contractor was negliger, and caused any form of pollution the damage shall be rectified at the contractors cost.

6.3 ADD TICKAL DOCUMENTS AND NUMBERS TO BE SUPPLIED

7 .3.1	Compensation for Occupational Injuries and Diseases Act, 1993
6.3.2	Registration number:
6.3.3	District Council Number:
6.3.4	VAT Registration Number:

A certified copy of the Compensation form, VAT, relevant District Council Registration form as well as the ID document must be submitted with tender documents.



Part C3

SECTION 7

PARTICULAR SPECIFICATIONS

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C3.7 Particular Specifications

SECTION 7

PARTICULAR SPECIFICATIONS

PROJECT SPECIFICATIONS - CIVIL

NOTE:

- 1. For further descriptions of materials to be used and methods to be adopted, the Contractor is referred to the various Drawings, Codes and Standards, where relevant, and this shall be deemed to form part of the descriptions of any items in the following Specification. Except where any specification provision in a description in this specification is at variance with the above, in which case the specific provision in this Specification description shall apply.
- 2. Where trade names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on the particular product specified. In addition, Tenderers must tender on the design specified. The accepted tenderer (i.e. Contractor) may, after obtaining written authority from Transnet, use an alternative product or design.

Where Transnet gives such a writen a thority at the request of the Contractor, for the Contractor's convenience, all additions costs involved will be done to the Contractor's account. In the event of a loss expensive product or design being used, a variation order reflecting the saving in cost will be issued.

1. GENERAL

This section must be real in conjunction with the drawings, and appropriate document to derive at a contract price as asked for in the Bill of Quantities which is further transferred to Pat CV.1 (FORM OF OFFER AND ACCEPTANCE (ECC3)).

1.2 Standard Specification

In so tax as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification.

1. Specifications (To be obtained by the contenders)

National Building Regulations SABS 0400 – 1990 General Structural SABS 1200AH- 1986

Electrical Code of Practice SABS 0142

2. STARTING/COMPLETION DATES FOR PROJECT

The contract will commence on the commencement date and continue for a period of 10 (Ten) months. This period of shall be inclusive of weekends, public holidays statutory holidays. Starting and completion dates will be communicated on award of project.

Part C3 Scope of Works TRANSNET

C3.7 Particular Specifications



WORK EXCLUDED FROM CONTRACT (DIRECT CONTRACTS)

Communications/computer/Lan installations and Furnishings.

3. **DRAWINGS**

All drawings schedules of finishes, Bill of Quantities is to be fully studied and understood by main contractor and his sub-contractors. Any queries regarding above, to be made to Project Manager immediately.

GENERAL INFORMATION 4.

PARKING 4.1

Contractor to arrange with Transnet Freight Rail Supervisor of site for parking of his vehicles, his staff and subcontractors vehicles in the building area.

4.2 TOILET FACILITIES

will **not** be allowed the use of the toilet The contractor and his sub-contractors facilities within the construction area hese toilet facilities shall be maintained in a clean and approved manner at all tines during construction/project. The Contractor must make provision of his own pilet inchities during construction.

4.3 **SMOKING**

No smoking rule in construction area 30 minutes before close of working day.

A general check to be arried out for smouldering cigarette ends at end of working day.

SUPERVIS 4.4

of site supervision by contractor (or his appointed representative) must be polyeer at all times during all aspects of the project. Name and telephone Number/cellular phone is to be provided to Project Manager and Transnet Freight Rail supervisor when project commences.

4.6 WORK QUALITY ASSURANCE AND CONTROL

The Tenderer shall submit with his tender his work quality assurance plan and procedures, indicating how the necessary work quality assurance and control will be carried out in order to meet the specification requirement during project.

4.7 **LOCAL AUTHORITIES**

The contractor shall make all arrangements with and obtain the necessary permission from local authorities that may be required, for the placing of bins (rubble removal) on public property and for the execution and proper completion of the works.



C3.7



contractor shall at all times comply with relevant by-laws. All rubble shall be removed and dumped at a registered municipal dumping site.

4.8 **HOT WORK PERMIT**

A hot work permit will be provided to the contractor and sub-contractors. Permit is to be read and fully understood by contractors, before any welding, gas welding and cutting with angle grinder is allowed. Permit is to be signed and returned to Transnet Freight Rail supervisor/Fire officer.

CLOSE-DOWN PROCEDURES 4.9

This procedure and checks are to be used at end of a working or Contractor and his workmen to take note:-

4.10 **ELECTRICITY**

Isolate all non-essential electrical circuits at main and distribution switchboards. Switch-off large machines, e.g. Welding dutting machines etc. small appliances to have wall sockets switched off and plug tops withdrawn. Check that electrical equipment, which requires to be powered overnight, is operating

correctly and all combustible material at a safe distance.

OPEN FIRES 4.11

No open fires will be partitled in any area of building/construction area.

4.12 FLAMMABLE VAUIDS AND SUBSTANCES

Return all flummable liquids and other hazardous materials e.g. (Paint) to suitable lockable stor ge areas.

from building (site) all refuse bins containing oily and solvent rags and aning material and place in designated safe location out of doors (away from site).

AMAGE TO TRANSNET FREIGHT RAIL PROPERTY

Any damages caused by the contractor to the building (PX) or existing services shall be rectified by the contractor at his own cost and to the full satisfaction of the Project Manager and Transnet Freight Rail Supervisor.

4.14 **MAKING GOOD**

Where any item is specified and no specific mention is made of preparatory work making good existing surfaces and items to accommodate the specified item that these items to be considered as being required, and the cost of these items shall be allowed for in the tendered price.



C3.7

Particular Specifications

4.15. EXTRAS / ALTERATIONS

REVIE

Transnet Freight Rail may request alterations, extras, additions to, or omissions from the works. The contractor shall carry out or give effect to such orders from Transnet Freight Rail. The rates for such works shall be agreed between the contractor and Transnet Freight Rail, and where possible rates quoted in the schedule of works and prices shall form the basis as far as may be reasonable, of such agreement.

4.16. GENERAL

- An updated Safety file will be on site at all time
- An Induction course will be presented to all the Workers before the start of the contract. This will be done by a Transnet in presentative.
- An approved municipal dump site with e used for all building rubble.
- Contractor to note that some fixes might be occupied during the construction period.
- A workable, realistic construction plan (bar chart) will be presented before work commences



C3.7 Particular Specifications

TRANSNE



(REGISTRATION NO.1990/000900/06)
TRADING AS
TRANSNET FREIGHT RAIL

ADDENDUM NO. 1

TO THE SECONDARY AND GENERAL SPECIFICATIONS OF THE CONTRACT

- 1) Where ever the word "Spoornet" appears in these specifications, please replace it with "Transnet Freight Rail".
- 2) Wherever reference is made to the E5(M.W.)(1996), the E5(Nov.1996) or E160 General Conditions of Contract, please refer to the Conditions of Contract of the ECC3 Contract.
- Where ever the words "Technical Officer" appear in these specifications, please replace with "Supervisor".

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SECTION 8

GENERAL SPECIFICATIONS

8. GENERAL SPECIFICATIONS

- 8.1 General specifications
- 8.1.1 E.4E (August 2006) Safety arrangements and procedural compliance with the occupational health and safety act (Act 85 of 1993) and applicable regulations.
- 8.1.2 E7/1 (May 2011) Specification for works on, over, under or adjacent to railway lines and near high voltage equipment.

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C3.8 General Specifications

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

MINIMUM COMMUNAL HEALTH REQUIREMENTS IN AREAS OUTSIDE THE JURISDICTION OF A LOCAL AUTHORITY: TEMPORARY FACILITIES FOR CONTRACTOR'S PERSONNEL

1. CAMPS

- 1.1 Prior to the erection of any camp, the Contractor shall submit to the Technical Officer, for his approval, details of his proposals as to the site, water supply, sanitation, and size and type of buildings. Where the site is on private land, the Contractor shall submit the written approval for the use of the site of the relevant statutory authority and of the owner and occupier of the land (as applicable).
- 1.2 Camps must not be erected on land infested with field rodents.
- 1.3 Adequate drainage stell be provided to carry off storm and waste water.
- 1.4 Buildings shall be built to a neat and orderly pattern.
- 1.5 All building shall have smooth, hard, impervious floors, graded to provide effective drainage and to permit washing.
- 1.6 Camps shall be maintained by the Contractor at his own expense in a clean and tidy challen. The Contractor shall take such steps as the Technical Officer and antowner/occupier may demand to prevent the creation of a nuisance.
- 1.7 When so instructed by the Technical Officer, the Contractor shall, at his own expense, erect suitable screens between the camp and any public road, thoroughfare or railway line.
- 1.8 After removal of a camp, the Contractor shall, at his own expense, restore the site to its original condition to the satisfaction of the Technical Officer and of the landowner and occupier where the site is on private land.

HOUSING

2.1 Every living room shall have cross ventilation, both constant and occasional. Where only one window is provided, it shall not be in the same wall as the door.



TRANSNET

- 2.2 Dimensions of living rooms shall be sufficient to allow 3.5 square metres of floor area and 11 cubic metres of air space for each person over the age of 10 years. The floor area of any living room shall not be less than 7,8 square metres.
- 2.3 Flat-roofed quarters shall have a minimum roof height of 3 metres above floor level. For quarters with pitched roofs, the wall height shall be not less than 2,6 metres above the floor with a minimum height above floor of 3 metres at the top of the pitch.
- 2.4 Doors shall not be less than 2m x 0,75m and must be halved.
- 2.5 Windows of each living room shall have an area not less that one twelfth of the floor area and shall be capable of opening to at least half their full area.
- 2.6 In areas where malaria is prevalent, doors and wind ws prost be fitted with gauze screens.
- 2.7 Cooking shelters shall comprise roofed structures three sides of which shall be enclosed by a weatherproof material, approved by the Technical Officer to a height of at least **1m** above ground level.
 - 2.7.1 Sleeping quarters shall not a commodate more than 8 persons per room.
 - 2.7.2 Pegboards shall be carried as metal or concrete supports and shall be separated by partitions not less than 1,4 metres high extending to within 150mm of the end of the bunk. Pegboards shall be removable for cleaning.

3. WATER SUPPLY AND ABOUTION FACILITIES

- 3.1 The Contractor shall ensure that an adequate and conveniently situated supply of potable water is provided.
- 3.2 Scharate buildings for ablution facilities shall be provided. Where approval has been continued for the housing of both males and females, separate facilities for each sex shall be provided. The proportion shall be 1 cubicle for 20 persons.
- 3.3 Waste water shall be hygienically disposed of.

4. **SANITATION**

4.1 Separate buildings for latrine facilities shall be provided. Where housing are provided for both males and females, separate facilities for each sex shall be provided. The proportions shall be at least one squatting seat for every 15 persons or less in the case of pit latrines, or one for every 10 persons or less in case of pail latrines.

Latrines shall be fly proof and sited at least 10 metres from any other building, and shall not face on any public road, thoroughfare, railway line or residential property. Pits shall not be less than 2,5 metres deep and sited not less than 120 metres from nearest underground water source.



TRANSNET

- 4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.
- 4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.
- 4.4 Labour shall be employed on camp sanitation duties on the following basis:-
 - 4.4.1 Where the number of persons living at the camp 20 or less one unit.
 - 4.4.2 For additional numbers over 20 living at the came one unit per 100 or part thereof.
- 4.5 Unless refuse is removed by a competent authority, it shall be disposed of in pits and covered over daily with a layer of earth or ash of sufficient thickness to prevent depredations by rodents and the breeding of hies.
- 4.6 Adequate measures shall be taken against all vermin and insects responsible for the spread of disease. Any instructions if a competent health authority shall be carried out promptly and implicitly.
- 4.7 Buildings and bedblads shall be treated whenever necessary with an approved insecticide.
- 4.8 The Contractor shalf permit and facilitate inspection of the camp and structures on the site by the staff of Transnet or any other competent authority, and shall comply with any reasonable request by such staff or any other competent authority to eliminate any unsanitary condition.
- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Technical Officer.
- 4.10 The keeping of animals of any sort is not permitted.
- 4.11 The Contractor shall have on hand at the camp the necessary tools, disinfectants and cleaning materials to maintain and clean the sanitary facilities.

5. RATIONS

Rations, where supplied by the Contractor, shall be stored in a suitable and rodent proof building with sufficient shelving.

P02b-06 (JLH)



TRANSNET LIMITED

(Registration no. 1990/000900//06)

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

1. General

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

2. Definitions

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



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

3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
 - (a) includes the demolition of a structure exceeding a height of 3 metres; or
 - (b) includes the use of explosives to perform construction work; or
 - (c) includes the dismantling of fixed plant at a height greater than 3m,

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

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



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

4. Special Permits

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

5. Health and Safety Programme

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



- the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
- (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- The Contractor's Health and Safety Programme shall be based on skews assessment in 5.2 respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the control that are associated with or directly affected by the performing the contract work and shall establish precationary measures as are reasonable and practical in protecting the safety and heath f such employees and persons.
- The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be 5.3 performed by a competent person, appointed h writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
 - The identification of the risks hazards that persons may be exposed to; (a)
 - the analysis and evaluation of the hazards identified; *(b)*
 - a documented Hand and Safety Plan, including safe work procedures to (c) mitigate, reduce of ontrol the risks identified;
 - a monitoring and review plan. (d)
- The Health and afety Plan shall include full particulars in respect of: -5.4
 - afety management structure to be instituted on site or place of work and me names of the Contractor's health and safety representatives and members of safety committees where applicable;
 - the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
 - the safety equipment, devices and clothing to be made available by the (c) Contractor to his employees;
 - the site access control measures pertaining to health and safety to be (d) implemented;
 - the arrangements in respect of communication of health and safety related (e) matters and incidents between the Contractor, his employees, subcontractors and the Project Manager with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
 - the introduction of control measures for ensuring that the Safety Plan is (f)



maintained and monitored for the duration of the Contract.

- 5.4 The Health and Safety programme shall be subject to the Project Manager's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Project Manager's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Project Manager or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each self-contractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a cory of the Health and Safety Plan is available on site for inspection by an inspector, Project Manager, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall control with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, more oring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;



- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
 - (a) A Risk Assessment of all work carried out from an elevated position;
 - (b) the procedures and methods to address all the identified risks per location;
 - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
 - (d) the training of employees working from elevated positions; and
 - (e) the procedure addressing the inspection, testil a maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situation

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

8. Health and Safety File

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



OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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



11. I	Estimated maximum number of persons on the co	onstruction site:
12. I	Planned number of contractors on the construction	n site accountable to the principle contractor
13.	Name(s) of contractors already chosen,	
Prin	ncipal Contractor	Date
Clie	ent Control	Date

- * THIS DOCUMENT S TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PROOF SOMEONEMENT OF WORK ON SITE.
- * <u>ALL PRINCIPAL CONTRACTORS</u> THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANO SEER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.



(COMPANY LETTER HEAD)

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

SECTION/REGULATION:
REQUIRED COMPETENCY:
In terms of I,
representing the Employer) do hereby appoint
As the Competent Person on the premises at
(physical address) to assist in compliance with the Act and the applica le Regulations.
Your designated area/s is/are as follows:-
Date: Signature:- Designation:-
ACCEPTANCE OF DESIGNATION
I, do hereby accept this Designation and acknowledge that I understand the requirements of this appointment.
Date:
Signature :-
Designation:-



(COMPANY LETTER HEAD)

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

DECLARATION

	~
In terms of the above Act I,	am personally assuming the duties
and obligations as Chief Executive Officer, defined in Sec as far as is reasonably practicable, ensure that the duties a above Act are properly discharged.	tion 1 of the Act and in terms f Section 16(1), I will
	70/2
Signature :-	
Date:	



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

SITE ACCESS CERTIFICATE

Access to:	(Area)
Name of Contractor/Builder :-	
Contract/Order No.:	
The contract works site/area desc	ribed above are made available to you for the carving out of associated works
In terms of your contract/order w	ith
(company)	
Kindly note that you are at all t under your control having access	to the site.
and Safety Act, 1993 (Act 85 of	be responsible for compliance with the requirements of the Occupational Health 1993) as ame (ded, and an conditions of the Contract pertaining to the site of the lin the contract documents including the plans of the site or work areas forming
Signed : PROJECT MANAGEN	Date :
4. A.	ACKNOWLEDGEMENT OF RECEIPT
Name of Contractor/Builder :-	I,
Tune of Commeton Bunner.	do hereby acknowledge and accept the duties
and obligations in respect of the Safety Act; Act 85 of 1993.	e Safety of the site/area of Work in terms of the Occupational Health and
Name :	Designation:
Signature :	Date :



TRANSNET

TRANSNET



Transnet SOC Limited Registration Number 1990/00900/06

TRANSNET SPECIFICATION

E7/1 - SPECIFICATION FOR GENERAL WORK AND WORKS ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT

(This specification shall be used in network operator contracts)

Circulation Not Restricted

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1.0 SCOPE

1.1 This specification covers the network operator's requirements for general work and works on, over, under or adjacent to railway lines and near high voltage equipment.

2.0 DEFINITIONS

The following definitions shall apply:

"Authorised Person" - A person whether an employee of the network operator or not, who has been specially authorised to undertake specific duties in terms of Transnet' publication Electrical Safety Instructions, and who holds a certificate or letter of authority to that effect.

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

"Bond" - A short conductor installed to provide electrical continuity.

"Contractor" - Any person or organisation appointed by the network operator to carry out work on its behalf.

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

"Dead" - Isolated and earthed.

"Electrical Officer (Contracts)" - The person appointed in whing by the Project Manager in terms of this specification as the person who shall be consulted by the Contractor in all electrical matters to ensure that adequate safety precautions are taken by the Contractor.

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

"High-Voltage" - A voltage normally exceeding 1000 volts.

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

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

"Occupation" - An authorisation granted by the network operator for work to be carried out under specified conditions on, over under adjacent to railway lines.

"Occupation Letycen Trains" - An occupation during an interval between successive trains.

"Optical (101) Case" - Buried or suspended composite cable containing optical fibres used in:

- tree magnication networks for transmission of digital information and
- satev sensitive train operations systems.

"Project Manager" – As defined in the special conditions of the contract. The person or juristic person appointed by the network operator from time to time as the Project Manager, to administer the Contract according to the powers and rights held by and obligations placed upon him in terms of the Contract.

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

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

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

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

"Works" - The contractual intent for the work to be done as defined in the contract at a defined work site.

PART A - GENERAL SPECIFICATION

3.0 AUTHORITY OF OFFICERS OF TRANSNET

- 3.1 The Contractor shall co-operate with the officers of the network operator and shall comply with all instructions issued and restrictions imposed with respect to the Works which bear on the existence and operation of the network operator's railway lines and high-voltage equipment.
- 3.2 Without limiting the generality of the provisions of clause 3.1, any duly authorised representative of the network operator, having identified himself, may stop the work if, in his opinion, the safe passage of trains or the safety of the network operator's assets or any person is affected. **CONSIDERATIONS OF SAFETY SHALL TAKE PRECEDENCE OVER ALL OTHER CONSIDERATIONS**.

4.0 CONTRACTOR'S REPRESENTATIVES AND STAFF

- 4.1 The Contractor shall nominate Responsible Representatives of whom at least the shall be available at any hour for call-out in cases of emergency. The Contractor shall provide the Contract Supervisor with the names, addresses and telephone numbers of the representatives.
- 4.2 The Contractor guarantees that he has satisfied himself that the responsible Representative is fully conversant with this specification and that he shall comply with all his ordigations in respect thereof.
- 4.3 The Contractor shall ensure that all contractor staff receive relevant awareness, educational and competence training regarding safety as prescribed.

5.0 OCCUPATIONS AND WORK PERMITS

- Work to be done during total occupation or during an occupation between trains or under a work permit shall be done in a manner decided by the Contract Supervisor and at times to suit the network operator requirements.
- 5.2 The Contractor shall organise the Works in a manner which will minimise the number and duration of occupations and work permits required.
- The network operator will not be liable for any financial or other loss suffered by the Contractor arising from his failure to complete any work to be fulled during the period of an occupation or work permit.
- The Contractor shall subtrict to the Contract Supervisor, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 21 days before they are required. The network operator does not undertaken grant an occupation or work permit for any particular date, time or duration.
- The network operator reserves the right to cancel any occupation or work permit at any time before or during the period of occupation or work permit. If, due to cancellation or change in date or time, the Contractor is not permitted to start work under conditions of total occupation or work permit at the time arrange at costs caused by the cancellation shall be born by the Contractor except as provided for in clauses 5.4 to 5.8.
- 5.6 When he Contractor is notified less than 2 hours before the scheduled starting time that the occupation or work permit is cancelled, he may claim reimbursement of his direct financial losses caused by the loss of working time up to the time his labour and plant are employed on other work, but not exceeding the period of the cancelled occupation or work permit.
- 5.7 When the Contractor is notified less than 2 hours before the scheduled starting time, or during an occupation or work permit, that the duration of the occupation or work permit is reduced, he may claim reimbursement of his direct financial losses caused by the loss of working time due to the reduced duration of the occupation or work permit.
- 5.8 Reimbursement of the Contractor for any loss of working time in terms of clause 5.6 and 5.7, shall be subject to his claims being submitted within 14 days of the event with full details of labour and plant involved, and provided that the Contract Supervisor certifies that no other work on which the labour and plant could be employed was immediately available.
- 5.9 Before starting any work for which an occupation has been arranged, the Contractor shall obtain from the Contract Supervisor written confirmation of the date, time and duration of the occupation.
- 5.10 Before starting any work for which a work permit has been arranged, the Responsible Representative shall read and sign portion C of the Work Permit, signifying that he is aware of the work boundaries within which work may be undertaken. After the work for which the permit was granted has been completed, or when the

work permit is due to be terminated, or if the permit is cancelled after the start, the same person who signed portion C shall sign portion D of the 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 Mnnexure 1 sheet 1)
 - Drawing no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (**) exure 1 sheet 2)
 - Drawing no. BE-97 Sheet 3: Clearances: Platform (Annexure 13 heet 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 aroll ding protection.

7.0 ROADS AND ROADS ON THE NETWORK OPERATOR'S PROPERTY

- 7.1 The Contractor shall take every reasonable recaution to prevent damage to any roads or bridges used to obtain access to the site, and shall solect 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 steet unless the Contract Supervisor has obtained the approval of the road authority concerned.

8.0 CLEARANCES

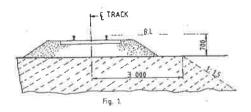
- 8.1 No temporar, works shall encroach on the appropriate minimum clearances set out in the Manual for Track Maintenance (Local nent no. BBB0481):
 - Day in no. BE-97 Sheet 1: Horizontal Clearances: 1065mm gauge (Annexure 1 sheet 1)
 - Dr. ving no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (Annexure 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.
- 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

- 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.
- 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 profession of each eer 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 termission given by the Contract Supervisor to proceed, the Contractor shall be entirely responsible for the sale yand 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 an exc vation made before the Contractor has established that there are no underground services which may be damaged thereby.
- 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 500% 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.
- On electrified lines the Contractor shall also obtain the permission of the Electrical Officer (Contracts) before clasting 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.
- 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

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- 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 clause14.10, 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 pennis ion 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 rafe 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 classes 4.12 s made.

15.0 RAIL TROLLEYS

- 15.1 The use of rail trolleys or trestle tholleys 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.
- All costs in connection with trolle, working and any train protection services requested by the Contractor shall, be borne by the Contractor unless otherwise agreed.

16.0 SIGNAL TRACK CIRCUIN

- 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

- The Contract Supervisor may, on request of the Contractor, and if necessary of 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 ou. 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 pensit 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 to it 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 yeldt files, ground and environmental pollution, soil erosion or restriction of or interference with streams, furrows, prains and water supplies.
 - If the original surface of the ground is disturbed in conjection 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 hunimise noise and disturbance when carrying out the Works, including work permitted outside no mal working hours.
- Dumping of waste or excess materia's 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 invironmental protection measures and specifications stipulated by the Contract Supervisor and/or ocal and environmental authorities.

22.0 INTERFERENCE WITH THE NETWORK OPERATOR'S ASSETS AND WORK ON OPEN LINES

- 22.1 The Contractor shall be interfere in any manner whatsoever with an open line, nor shall he carry out any work or performany 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 operates
- 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, volvace and the Works, certifying that the owner and occupier have no claim against the Contractor of the network operator arising from the Contractor's use of the land. Should the Contractor by 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 operation 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, super val, 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 had delegate to any deputy or other person, any of his duties or functions under the Contract. On reteiving partice in writing of such delegation, the Contractor shall recognise and obey the deputy or person to show any such duties or functions have been delegated as if he were the Contract Supervisor.
- 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 a meeting 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

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

REVILLING CORY ONLY

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 condition, 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 me took 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 a "live" unless a work permit is in force.
- 27.7 Safety precautions taken or barriers erected shall ompose 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 (Cop/rac 1 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 strain or shuttering for any part of the Works.
- 28.3 The shuttering to pridge 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.
- 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" recipment.
- 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-vol age 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 Office (Contracts) shall be requested when measurements within the limits defined in clauses 31.1.1 31.1.3 are required.
- 30.1.5 The restrictions described in 3...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 chool abla ladder longer then 2 metres may only be used near "live" high-voltage equipment under the direct sylvenyision of the Responsible Representative. He shall ensure that the ladder is always used in such a maker 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 Erectrical Officer (Contracts) shall be advised, and he will arrange for suitable safety measures to be taken.

31.0 CARRYING AND HANDLING MATERIAL AND EQUIPMENT

- 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 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 nating equipment.
- 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 Flectrical 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 urther safety measures are necessary.
- 34.3 The cost of any supervision by an Authoris d Perion and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.
- 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 are by huitals 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 "Ive", he shall consult the Electrical Officer (Contracts) who will decide on the action to be taken.
- 35.2 If a work comit is used the Responsible Representative shall-
 - (i) be one symmencement 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.
- 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.

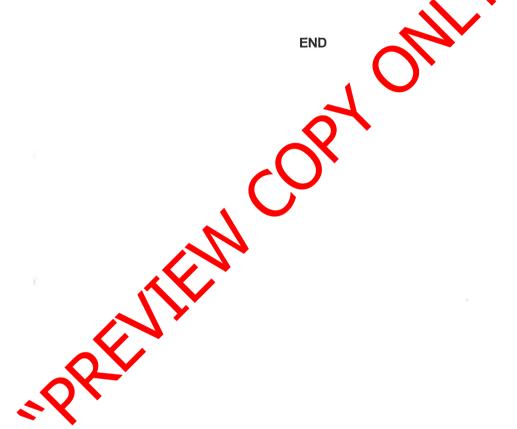
No work on the track which involves interference with the traction return rail circuit either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return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



ANNEXURE 1 SHEET 1 of 5 AMENDMENT

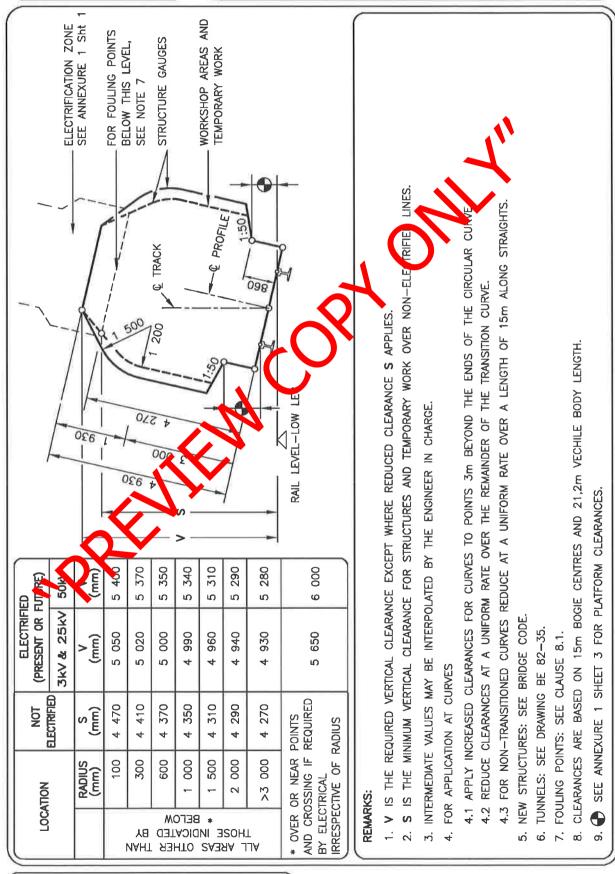
HORIZONTAL CLEARANCES : 1 065mm TRACK GAUGE



DATE: JUNE 2000

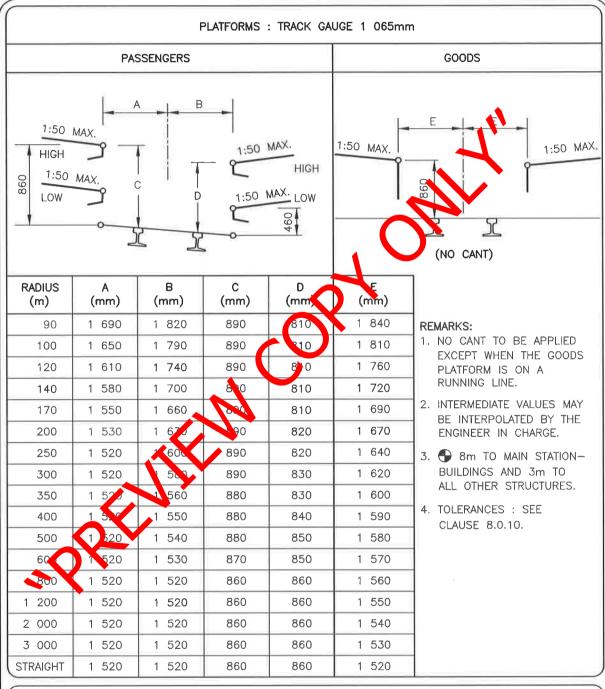
ANNEXURE 1 SHEET 2 of 5 AMENDMENT

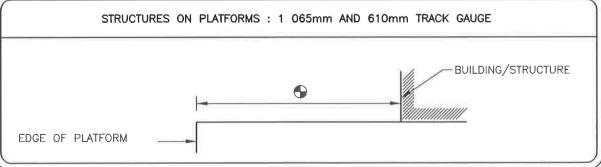
VERTICAL CLEARANCES: 1 065mm TRACK GAUGE



ANNEXURE 1 SHEET 3 of 5 AMENDMENT

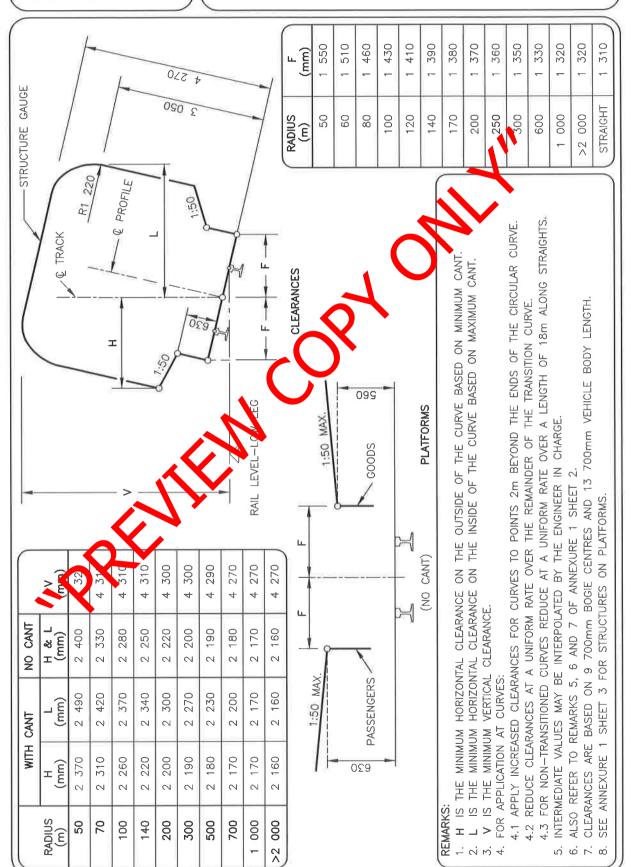
CLEARANCES: PLATFORMS





ANNEXURE 1 SHEET 5 of 5 AMENDMENT

CLEARANCES: 610mm TRACK GAUGE



Part C4: Site Information

Part C4 Site Information



C4 Site Information

Part C4

Site Information

4 Site Information

- 4.1 Attached are preliminary construction layout drawings and demolition plan for tender purposes only.
- 4.2 The Contractor shall attend the site clarification meeting and acquaint himself with the nature of the works, the conditions under which the work is to be performed, and the means of access to the site, any limitations or other authorities and in general with all matters that may influence or affect the contract.



TRANSNET





General

Please note that this procedure manual is presented as a guide only. Whilst every effort is made to ensure accuracy in summarising the insurance contracts, the policies issued by insurer will prevail as binding documents in the event of a claim.

The contents are confidential and for use by Transnet, its operating divisions and managers only.





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Introduction

TRANSNET SOC LIMITED insures 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.

Transnet Freight Rail (TFR) as an operating division of Transnet is therefore covered by the overall Transnet policy.

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 is prefere it all 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 inqured part

The Transnet SOC Ltd Principal Controlled Insurance Programme comprises:

- Blanket Principal Controlled Contract Works Instructed hereinafter abbreviated as (PCI) This policy is specifically designed to provide indem fity for contracts up to R 100 million VAT exclusive but 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 but inclusive of Free Issue Material.
- Principal Controlled One Off instrance hereinafter abbreviated as (PCI One Off) This policy provides indemnity for all contracts with values in excess of R 100 million VAT exclusive but 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 of vertarrangements for these categories is subject to prior notification and arrangement with TFR Insurance Department (see contact details herein) as specific under whing 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 ASI CORTAIN CO



Insurance Responsibilities

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

1.1 Insurance Cover Applicable to all Contracts

Principal Controlled Insurance Programme		
	Contract inclusive of Free Issue Material	
PCI Contract Works (PCI)	Up to R100 million VAT exclusive	
SASRIA on Contract Works	Up to R100 million VAT exclusive	
PCI Liability (PCI LIAB)	Up to R100 million VAT exclusive	
PCI One Off Contract Works & Liability (PCI	In excess of R 100 million TAT exclusive	
One Off's)		
Project Specific Insurance Contract Works &	In excess of R 100 million VAT exclusive	
Liability (PSI Projects)	comprising multiple packages	

Note

> 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 Policy No MZAR100 0

Colering 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 Linbinty 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.

Riot / Strike Cover (Contract Works)

Provided by:

SASRIA (South African Special Risks Insurance

Coupon CW 9137466/2013 Association) in respect of risks with RSA.

1.2 Additional Insurances (Optional)

1.2.1 Marine Transit Cover Covering imports until delivered and checked on site.

1.2.2 Project Delay Cover

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.



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 do mentation.

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

Professional Indemnity (defects in Design, Plan of Spicification).

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

4. Deviations

In case where there are compelling reasons to deviate from this process, please obtain approval from TFR Insurance Department or a authention of:

Kgomotso Saul Manager: General Inturatice Tel – (011) 584 0584

Cell – 083 791 7759/00 233 4961 E-mail: Kgomot A.Saul@transnet.net



General



Summary of Cover - General

The Insured Parties

- Transnet SOC Limited and / or its Subsidiary Companies as Principal or Employer.
- All Contractors 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 but 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 explorately orks, 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 control, rehabilitation and ballast tamping activities undertaken by the Insured or other Insured Porties 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 Dejects Liability / Maintenance period exceeds 24 months.
- Contracts involving harbor wat 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, reepening 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
- Contract, ou side of the Republic of South Africa.

 In territoring 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 Insurance Department be advised at fear foility 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
PCI Contract Works (PCI)	Up to R100 million VAT exclusive
SASRIA on Contract Works	Up to R100 million VAT exclusive
PCI Liability (PCI LIAB)	Up to R100 million VAT exclusive
PCI One Off Contract Works & Liability (PCI	In excess of R 100 million VAT exclusive
One Off's)	
Project Specific Insurance Contract Works &	In excess of R 100 million VAT exclusive
Liability (PSI Projects)	comprising multiple packages

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

Declaration Procedure

All Contracts up to R100m (VAT exclusive) including the value of ree Issue Material must be declared to Willis South Africa (see contact details herein) in terms of the attached declaration form marked as Annexure1 prior to commencement of the Works.

Premium Payment Procedure

The deposit premium for this cover will be part by the TFR Insurance Department as part of Transnet's blanket cover. There will be a final premium and structure at the end of the insurance period and TFR Insurance Department reserves the right in recoup this additional premium from the various contracts owners as per their respective declarations during the year.

Claims Reporting

- # All incidents that our give rise to claim under the Principal Controlled Insurances, HAVE TO BE reported to FP Insurance Department and Willis South Africa by means of an Incident Advice Form (Appex re 2).
- All incide to thems must be captured on TOMS by the department involved.
- All in idents/claims must be registered in terms of TFR Unique Claim Numbering System.
- All incidents/claims must be reported to Insurers 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.



Summary of Cover Contract Works Insura



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 Enployer "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 apprertinate 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 let or omission of the Insured their Servants, Agents, Suppliers or Subcontractor in surstance of the Insured's obligations.

for which the inspect Contractor is responsible under the Contract.

Contract Perio 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
Costs & Expenses (Damage & No Damage)	R10,000,000
Surrounding Property	R50,000,000
Surrounding Property – Worked Upon	R50,000,000
Surrounding Property – Watercraft	R50,000,000
Fire Brigade/Public Authority	R10,000,000
Removal to Gain Access	R10,000,000
Documentation	R500,000
Public Authority Reinstatement	R10,000,000
Claims Preparation Costs	R1,000,000
Road Reserve/Servitude Indemnity	R10,000,000
Leak Search Cost	R 000,000 in the aggregate
Maximum testing / commissioning period	90 days
Borrowing of Plant	R1,000,000 in the aggregate
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 Tenter 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 torm, rain, tempest, wind, flood, theft, malicious damage subsidence, collapse, earthquake, testing or commissioning	R25,000
Loss or damage arising from any other cause	R15,000
Costs & Expense (No Damage)	R25,000
Loss of dan age to Surrounding Property	R75,000
Loss or damage to Documentation	R5,000
Road Reserve / Servitude	R250,000

All Contracts Entailing Trenching and / or Layer Works

The following additional deductibles apply over and above the aforestated 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.

- * **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.
- ** **Note:** Temporary Works shall mean all constructional aids, equipment, structures or works (not being part of the permanent works) used or intended for use on the Contract and which:-
- a) do not comprise mobile plant;
- b) 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 specially designed and/or constructed for an Insured Contract and which is not intended for immediate re-use on spother Contract); or
- c) have no residual value at the completion of the Contract (other than scrap value) specialised nature.

Main Exceptions/Exclusions

- 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 Nette ment or alteration.
- Consequential loss, lightly damages or penalties for delay in connection with guarantee or performance or efficiency.
- Air transit (unless in territo al limits).
- Ocean transit or whilst in storage thereafter (unless immediately inspected by an independent party after offloading rom vessel).
- During the Contractual Defects Liability or Maintenance Period (as may be described in the Insured Contract partaining to any part of the permanent works but only in respect of loss or damage:
 - 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 90-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).
- Loss or damage due to normal actions of the sea (as defined in the policy).



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 Con ractor'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 / reinstat me t / replacement.
- In excess of 5 years
- agreed value (calculated on basis of each life year (or part thereof) on present day New Leplacement Value reduced proportionally over 20 years subject to residual of 20%).





Summary of Cover

Contractors Public Unbility Insurance



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 / Maintenarce parks exceeds 24 months.
- Contracts involving harbor wet risks being all work entailing a 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 edging of ports and other off-shore risks.
- Contracts involving construction or erection of Petror hemical Manufacturing Plant(s) such as Sasol but this exclusion shall not apply to pipeline 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 a curred in terms of their Insurance Acts that insurance cover be placed with their local markets. It is therefore important that the Willis South Africabe advised at feasibility stage (prior to Tender one ments being issued) should any contracts, whether as Principal or Contractor, take place in any Tyrritory 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 Co

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

- Teath 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	R50,000
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 out of vegetation control including but not limited to the use of pesticides	R50,000

Main Exceptions/Exclusions

- 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 penaltic vollelays or in respect of performance or efficiency guarantees.
- The cost of making good fault, workmanship materials design plan or specification in any part of the Property insured.
- Gradual pollution and contain nation.
- Sudden uninterfield and unforeseen seepage, pollution or contamination including the cost of removing, nutifying or cleaning up in respect of both ocean and harbour going watercraft outside of dry dock.
- After convolution and handover (inclusive of the contractual Defects / Maintenance period).
- Punkive 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, TFR Insurance Department and Willis South Africa 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.



oced (Control of the Control of the Administrative Procedures



Administrative Procedures

Arranging Insurance cover – contracts up to R100m

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 (Willis South Africa).

Cover will be effective from the date of receipt of the Declaration From 1. Willis South Africa 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 Willis South Africa that the contract who be completed on time.
- On completion submit to the Willis South Africa a eclaration 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 Willis South Africa 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 Willis South Africa in writing to extend the period of insurance and provide the new estimated completion date.
- NB If a completic idate leeds to be extended and Willis South Africa is not advised prior to the original completion date, all SASRIA cover will cease on the originally declared completion date as there is no nold covered arrangement with SASRIA.

A n.w. A RIA Coupon will then only be issued for the extension period from the date when the liverer 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 Willis South Africa 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.



All contracts that fall outside the scope of this Principal Controlled Insurance Programme have to be advised to TFR Insurance Department 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 4 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 voice 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 who e cover warranties cannot be complied with need to be discussed with the TFR Insurance Department prior to contract award date to enable Willis South Africa 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 Contract and site staff are aware of procedures a copy of this Procedure Manual must be cupiled to the contract administrators and each Contractor on award of contract





ECIANDECIEL

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 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 2013 May 2013 June 2013 etc.)
- b) Complete register from the first to last day of month in respect of:
 - New contracts declared during the poorth
 - Contracts of which the contract periods have to be extended
- c) Monitor contracts declared/ extended or monthly basis i.e. forward register "as attachment" to Transnetpci@willis.com and NairPr@willis.com
- d) Follow up all discrepancies with Willis South Africa/ TFR Insurance Department in order to rectify problems
- e) Follow up ou Standing Confirmation of Insurance from Willis South Africa
- f) Submit Nil Retarn" Registers in the event of no new contracts declared or where no contract residue extensions were required during a specific month i.e."APRIL 2013-Nil



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Claims Procedures

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 local TFR Insurance Manager's office (see contact details herein).by means of an Incident Advice Form (Annexure 2) and the incident must also be captured on TOMS by the department involved. The incident in question must be reported to Insurers as soon as possible but no later than a **30** (thirty) day period from date of incident.

At the same time complete the **Incident Advice Form (Annexure 2 herein)** and submit to Willis South Africa and a copy to TFR Insurance Department, for the attention Lucas Mawako (see contact details herein).

- 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 Willis South Africa 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 (Willis South Africa).
- 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 lijury or death of third party persons.
- Letters from claimants should be passed on to TFR Insurance Department as soon as possible.
- 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.
- TFR Insurance Department shall immediately advise Willis South Africa accordingly
- Other than in the circ impences 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 Willis South Africa.
- Upon comme icement 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 (Pravina Nair) 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 Willis South Africa and TFR Insurance Department without delay, per the procedures set out above



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Transnet Freight Rail: Corporate Office

Mr Lucas Ngwako General Liability & PCI Insurance Manager	Tel: (011) 5840540 Fax :(011) 774 9173 Email: <u>Lucas.Ngwako@transnet.net</u>
Ms Kgomotso Saul General Insurance Manager	Tel: (011) 584 0534 Fax (011) 773 0899 Cell 083 791 0759 Email: <u>Kgometso.Saul@transnet.net</u>

Transnet Freight Rail: Other Areas

Pretoria,	Thembekile Cubuta (Insurance Manager) Telephone : 012 315 2957
Empangeni	Cell: 083 379 5653 <u>Thembekile.Cubuta@transnet.net</u>
Richardsbay	
Cape Town,	Mr Jan Venter (Insurance Manager) Tel : (021) 940 3339
Port Elizabeth	Cell: 083 284 3620 E-mail: <u>Jan.Venter3@transnet.net</u>
East London	
Free State	
Johannesburg	Mr. Jay Ngubane (Insurance Manager) Tel: (031) 361- 5872
Durban	Cell : 083 253 7750 E-mail : <u>Jay.Ngubane@transnet.net</u>
Polokwane	



Willis South Africa





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)

CONTRACT DECLARATION FOR BPCI and 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: Pravina Nair	Represented by:
E-mail: transnetpci@willis.com	Email:
Tel No : +27(0) 11 535-5400	Tel No:
Fax No: +27(0) 11 784-1610	Fax No:

Please also copy in <u>Lucas.Ngwako@transnet.net</u> at TNR Corporate office.

PART A 1: CONTRACT AWARD INFORMATION

CONTRACT NUMBER		
PURCHASE ORDER		
DECLARATION REGISTER CONTROL NUMBER		
DESCRIPTION OF CONTRACT WORKS:		
CONTRACT VALUE AT AWARD (NAT EXCLUSIVE)		
ESTIMATED VALUE OF FREE ISSUE SOPPLIED TO CONTRACTOR (VAT EXCLUSIVE)		
COVER SELECTION	CONTRACT WORKS & LIABILITY	CONTRACTORS LIABILITY ONLY
INSERT YES 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)		



PAI	RT 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	
PAI	RT A3: CONTRACTORS LIABILITY COVER ONLY	
	S THIS CONTRACT ENTAIL WORK IN THE FOLLOWING CATEGORIES WHERE THE AGE (DAMAGE TO WORKS) IS NIL OR NEGLIGIBLE. INSERT YES/ NO.	EXPOSURE TO OWN S 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) ,		
PART B: CONTRACT COMPLETION OF THIS SECTION ADJUSTMENT ON COMPLETION	N IS COMPULSORY A	N DECLARAT		PER
CONTRACT COMPLETION DATE				
ENDORSEMENT/CERT/FICATS NUMBER				
EXPIRY OF MAIN (E) AND PERIOD				
FINAL CONTRACT VALUE (VAT EXPLUSIVE)				
ACTUAL VALUE OF FREE ISSUE SUPPLIED TO CONTRACTOR (VAT EXCLUSIVE)				
				1
	ORIGIN	AL DECLARATION	COMPLETION OF WORKS	-
ORIGINATOR / SIGNATURE				
DATE				

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)



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

CONTACT DETAILS			
Name			
Division/Office	PARCINGTON DO PROPERTY OF THE		
Telephone Number	***************************************		
Fax Number			
Email Address	***************************************		
PROJECT INFORMATION		J'	
Project Title			
Project Location			***************************************
Principal Contractor		***************************************	
Role of Transnet			
Joint Venture Partners (%)			
Design & Construct			
Construct Only			
Other?	Please advise details		
N P	200100000000000000000000000000000000000		
PROJECT DETAIL			
Scope of Work			
Project Value (Estimate)	Currency	**************************************	-
	Contract Value	R	
	Transnet Supplied Materials	R	
	Surrounding Property being		(When Transnet
	worked upon	R	to Insure)
	Total Sum Insured	R	



Project Value Breakdown	Type of Works		% of Total Project Value (Include Principal Materials)
	Wharves, Jetties, Piers, Causeways, Breakwate		
	Wet Risk Works (other	•	
	Tunnel Works		(388)
	Offshore Works		3
	Pipeline Works		(Market 1997)
	Horizontal Drilling		4-1
	•	rthworks & Bridge	diametrici de la composición
	Dry Civil Works (eg, Earthworks & Bridges)		
	Building Works Mechanical Works		· · · · · · · · · · · · · · · · · · ·
			/ 2011-0-11/11/11/11/11/11/11/11/11/11/11/11/11/
	Dams		(des):
	All Other Contracts	\sim	3 31314-111-1111-1111-1111-1111-1111-111
Duration (Estimate)	Construction Period	1 1	to / /
,	Testing Period	Months	***************************************
	Defects Period	Months	
INSURANCE		<u> </u>	
Insurance Arranged By	Transpec	Contractor	Sum Insured/Currency
Construction Risks (Works)			
Public Liability			
Professional Indemnity			
Construction Plant & Equipment			
Marine Hull/Plant/ (jability			
Transits (Inland/Liver gas)			
Employer's Liau lity			
Automebile Liability			
Aviation Liability			
TRANSIT RISKS	1.7		
Please provide details of major tr	ansit for which you are res	sponsible Inland	Overseas
Major Journeys			
Maximum Value Any One Item	R		
Maximum Value Any One Shipme	ent R		
	Project R	***************************************	
Total Estimated Sendings for the	rioject iv		
Total Estimated Sendings for the Description of Cargo	r Toject IX		
	rioject		



DESIGN RISKS For Design & Construct Contracts:		
	Transnet engage an independent designer?	
	Firm limit of PI Insurance to be carried by independent designer R	
	s the contract involve any novation of design liability from the Principal?	
	OFFSITE STORAGE Provide details for offsite storage of materials where this exceeds R1,000,000 at any one location	
GEN	IERAL RISK INFORMATION	
Plea	se provide a copy of the following	
(a)	Contract drawings	
(b)	General conditions of contract (including any a new diment thereto) referring to insurance and indemnity obligations, annexure pages, schedulty and defect liability obligations	
(c)	Works programme (gant charts, etc)	
(d)	Scope of Works	
Does	s the project involve removal and disposal of hazardous materials? Eg, asbestos/PCB	
	Yes No (If yes please provide full details)	



Supplementary Questionnaire Earthworks

TYPE (DEPTH OF TRENCH/EXCAVATION)
DIMENSIONS (EG: LENGTH, HEIGHT, DEPTH, ETC)
CONSTRUCTION METHOD
FOUNDATIONS (TYPE AND DEPTH)
SUPPORT STRUCTURES
BLASTING Please provide details of the blasting company and their experience
UNDERPINNING



Supplementary Questionnaire Construction of Wharves & Jetties

DESCRIPT	TION OF WORKS
Dimensions	S
Type of stre	ucture and material of construction
Type and o	dimensions of piling/foundations
Height of d	eck above water level at low tide and high tide
Extent of d	redging and who is performing the work
Maximum v	value and weight of heaviest lift
SUB SOIL	CONDITION
Geological	strata and/or details of bore logs
WAVE, FL	OODING AND STORM
	vide historical data
Height of E	Deck above highlet water level recorded
Maximum	waxe Leight expected
LIABILITY	
Any under	ground services?

To what ex	tent can construction operation affect adjacent structures and water traffic?
-X	

TRANSNET



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
BLASTI G LECVIRED?
☐ 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		
ength		
Breadth	035-030 N C E 5000000 St C 0000 St C	21000550000000
FOUNDATIONS		
Details of piles		
Details of footings breadth		
SUPERSTRUCTURE		7
Number of spans		
_ength		
Girders Precast In situ		
Girder material	O ,	
Deck Precast In situ		
,,	s No	
APPROACH WORK REQUIRED?	, .	
☐ Yes ☐ No (If yes, please provide details)	
O THE PRINCE OVER A WAY TO A VIDEO		
S THE BRIDGE OVER A WATER COURSE?	,	
☐ Yes ☐ No (If yes, please provide details)	
Details of river flow		
Details of floor stranger		
Details of floor exposure		
Method of protesting works during construction		
BREANUN OF VALUES	В	
Foundations maximum any one precast section	R	
Maximum any one concrete pour	R _====================================	111 5
Falsework/Formwork	R	eder .
Earthworks	R	
Nater protection systems	R	-112 0
DOCUMENTS REQUIRED		
Profile of bridge		
Cross section of bridge		



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 for a sich bridged Are anyqual lift activities anticipated? Yes No BREAK-UP OF VALUES Drainage culverts R Bridges R Earthworks R Landscaping R Paving R OCHOR (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?	EMBANKMENT					
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 metrod Flow dataset may rivers/creeks to be bridged Are any fuel hift activities anticipated?	Total length					
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 my rivers/creeks to be bridged Are any dual lift activities anticipated?	Average cut					
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 metrot Flow data or any rivers/creeks to be bridged Are any dual lift activities anticipated?	Maximum cut					
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 datais on my rivers/creeks to be bridged Are an valual fit activities anticipated?	Fill type		***************************************			A CONTRACTOR OF THE CONTRACTOR
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 data so by rivers/creeks to be bridged Ase a valual lift activities anticipated?	Maximum length of	f unsealed embankme	ent (in metro	es)		
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 datalesed by rivers/creeks to be bridged Ase any qual lift activities anticipated?	DRAINAGE			***************************************		
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 datales of my rivers/creeks to be bridged Ase any dual lift activities anticipated?	Total length					
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 menod Flow details of early rivers/creeks to be bridged Are any dual lift activities anticipated?	Open trench – max	kimum open				
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 each bridged Are any dual lift activities anticipated?	Average open	***************************************		4		
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 data sectory rivers/creeks to be bridged Are any dual lift activities anticipated?	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 Jual lift activities anticipated?	Number			0)		
Number Please provide the following details for each bridge: Number of spans Maximum length Length and breadth Foundation details Construction methods Flow details of any rivers/creeks to be bridged Are any qual 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)	Details of major cul	lverts				
Please provide the following details for each bridge: Number of spans Maximum length Length and breadth Foundation det fils Construction in thod Flow details of my rivers/creeks to be bridged Are any aual 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)	BRIDGES					
 Number of spans Maximum length Length and breadth Foundation details Construction mahods Flow details of my rivers/creeks to be bridged Are any dual lift activities anticipated?	Number					
 Maximum length Length and breadth Foundation det alls Construction methods Flow details of any rivers/creeks to be bridged Are any qual lift activities anticipated?	Please provide the	following details for	ach bridge			
Length and breadth Foundation details Construction in thod Flow details of any rivers/creeks to be bridged Are any dual lift activities anticipated?	• Number of spa	ns	•			
Foundation detrils Construction method: Flow details of my rivers/creeks to be bridged Are any dual lift activities anticipated?	Maximum length	th		VIIII		
Construction method: Flow details of the prival of the cross section of road. Is the area prone to flooding? Construction method: Flow details of the prival of the cross section of road. Is the area prone to flooding? Flow details of the prival of the cross section of road. Is the area prone to flooding? Flow details of the prival of the prival of the cross section of road. Is the area prone to flooding? Construction method: Flow details of the prival of the cross section of the prival of the p	♦ Length and bre	eadth				
 Flow details of my rivers/creeks to be bridged Are any aual lift activities anticipated?	◆ Foundation det	als				
♠ Are any qual lift activities anticipated?	Construction in	thod				
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)	♦ Flow details of	y rivers/creeks to I	oe bridged			
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)	• Are any dual lif	t activities anticipated	d? 🔲	Yes	No	
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)	BREAK-UP OF VA	ALUES				
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)	Drainage culverts	R	Bridges	R	Earthw	orks R
DOCUMENTS REQUIRED Topographical map of area Profile of the cross section of road. Is the area prone to flooding?	Landscaping	R	Paving	R	uktorik arak karak karak (31000000000000000000000000000000000000
Topographical map of area Profile of the cross section of road. Is the area prone to flooding? Yes No (If yes, please provide details)	Other (specify)	(#13-0000 MARCO		(2000) (112, 112, 112, 112, 112, 112, 112, 112	AND STATE OF THE S	R
Profile of the cross section of road. Is the area prone to flooding? Yes No (If yes, please provide details)	DOCUMENTS REC	QUIRED				<u> </u>
(If yes, please provide details)	Topographical map	o of area				
	Profile of the cross	section of road. Is th	ne area proi	ne to floodin	ng? 🗌 Yes	□ No
What protection will be implemented to prevent damage occurring due to water?	(If yes, please prov	vide details)				
	What protection wil	ll be implemented to p	orevent dan	nage occurr	ing 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 kilometre)
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 Mometres with pipe)
Other limit required (Please, pecify)
TERRAIN
Soil conditions and ten sin contour
OTHER STRUCT VES (PUMP STATION, ETC)
Description, acluding almensions
CROSSI (G:
Type (siver, had, etc). Method of construction
TESTING
Туре
Period
Hydrostatic pressure test% of manufacturer's specification
Welds – Percentage to be x-rayed



BREAK-UP OF V	'ALUES
Pipe	R
Mechanical	R
Structures	R
Trenching	R
Other (Specify)	R
FLOOD EXPOSU	JRE
Is there any expo	sure to flooding?
☐ Yes ☐ No	o (If yes, please provide details of preventative measures undertaken)
77.000 (0.000)	
Is water table exp	pected to be encountered during construction period?
☐ Yes ☐ No	o (If yes, please provide details of preventative me sures undertaken)
Horizontal Drillin	ng (HDD)
HDD Contract Va	lue R
Details of drills ex	cceeding 1 kilometre in let gth
5	
Details of drills wh	here the pipe diameter is greater than 760mm

DOCUMENTS RE	EQUIRED
Route of pipeline	
Contour maps	
Rainfall den ils	
•	

" by Service of the s

TOPA ONLY!



Annexure 2

Incident Advice Form

ALL INCIDENTS HAVE TO BE REPORTED WITHIN 30 DAYS OF OCCURRENCE



TRANSNET PRINCIPAL CONTROLLED INSURANCE PROGRAMME INCIDENT ADVICE FORM

TRANSNET UNIQUE CLAIM NUMBER	
TRANSNET TOMS NUMBER	
TFR BUSINESS UNIT	
Send to Willis South Africa (Pty) Ltd First Floor, Eversheds Building, 22 Fredman Drive, Sandton 2196	Copy to TFR Insurance Department Attention: Lucas Ngwako Tel No – (011) 584 0540 Fax – (011) 774 9173 E-mail: Lucas.Ngwako Otransnet.net
Attention: Pravina Nair Tel No. (011) 535 5400 Fax No. (011) 784 1610 E-Mail: nairpr@willis.com	Tel No. Fax No.
PRINCIPAL (PER CONTRACT DOCUMENT	
CONTRACT NUMBER	
ORIGINAL DECLARATON 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 IN 2 LOSS OR DAMAGE OCCURRED	
DETAILS AND NOTURE OF LOSS OR DAMAGE TO CONTRACT WO	ORKS / TO THIRD PARTY PROPERTY
DETAILS OF OTHER DEATH OR INJURY TO PARTIES	
ESTIMATED COST (SEPARATE RECORDS OF ALL COSTS MUST E	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 SOME	
SIGNED BY:	SIGNATURE:

COMPANY:

Annexure 3

Monthly Contract Register Control Sheets

"PREVILLING COPY ONLY"





TRANSNET: PRINCIPAL CONTROLLED INSURANCE - MONTHLY CONTRACT REGISTER CONTROL SHEET

NEW CONTRACTS

FIRST DECLARATION OF YEW 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	CONTRACT DECLARATION CONTROL NUMBER	DESCRIPTION OF CONTRACT WORKS	DATE DECLARED TO WILLIS	ESTIMATED TOTAL CONTRACT VALUE R	COMMENCEMENT DATE OF WORKS	ESTIMATED COMPLETION DATE
	_					
Purchase						
Order No						
	2					
Purchase						
Order No						
	က					
Purchase						
Order No			S			
	4					
Purchase						
Order No						
	2					
Purchase						
Order No						
	9					0.
Purchase						
Order No						
		TOTAL DECLARED FOR MONTH				

TRANSNET

CONTRACT EXTENSIONS

PRINCIPAL CONTROLLED INSURANCE

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

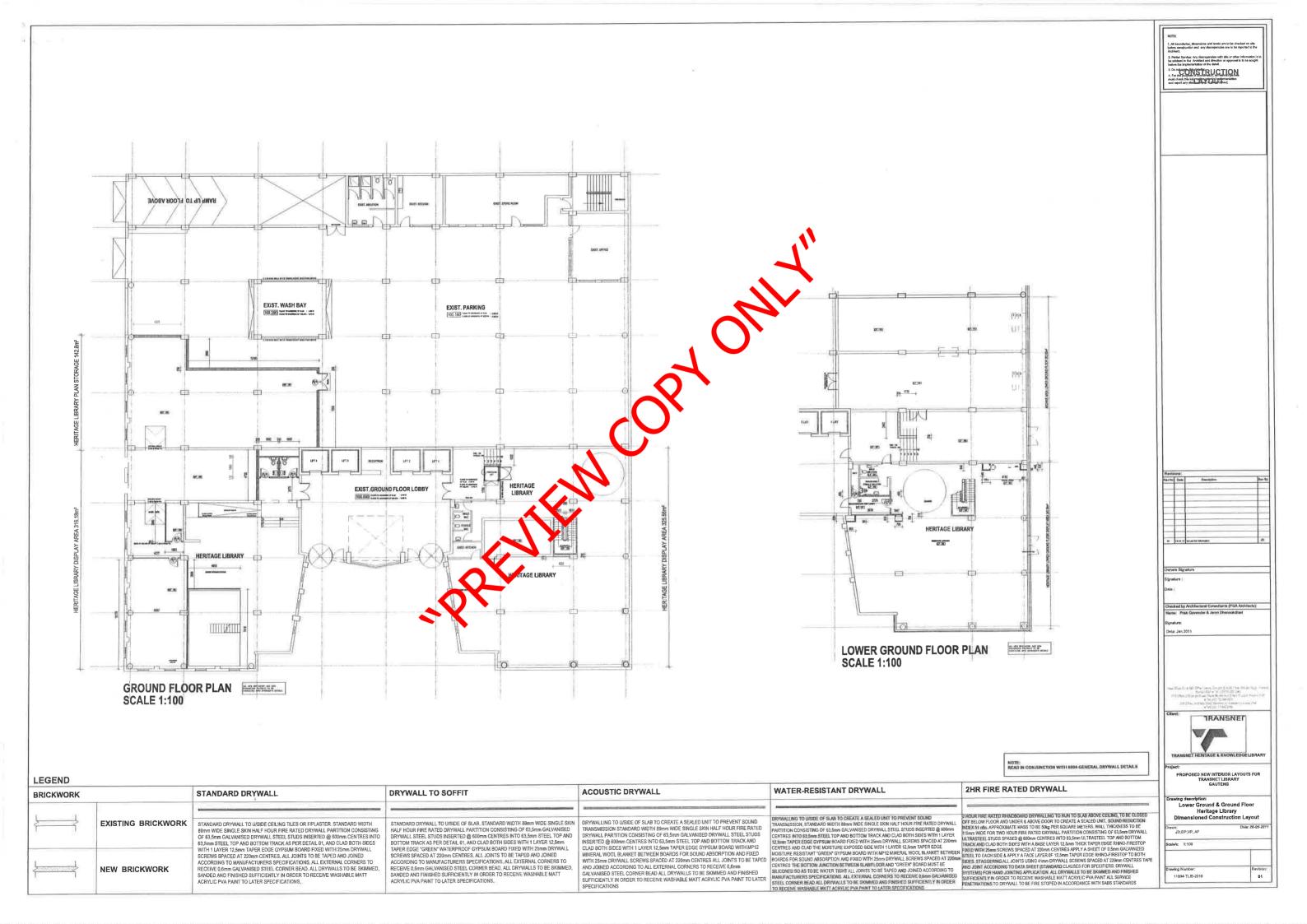
ESTIMATED COMPLETION DATE							
COMMENCEMENT DATE OF WORKS							
ESTIMATED TOTAL CONTRACT VALUE R							
DATE DECLARED TO WILLIS			5	5			
DESCRIPTION OF CONTRACT WORKS							
CONTRACT DECLARATION CONTROL NUMBER							TOTAL DECLARED FOR MONTH
CONTRACT							

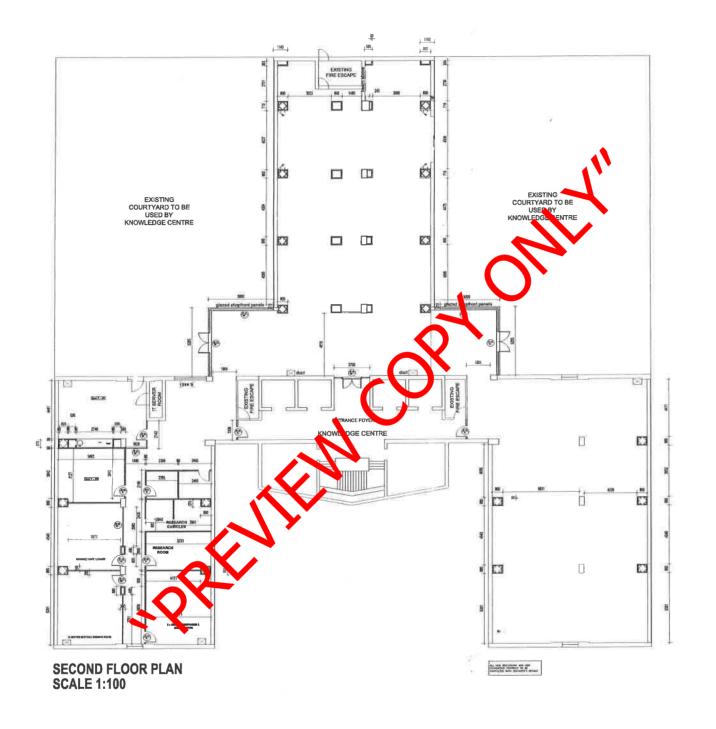
PART C5: DRAWINGS

Drawings Part C5: Drawings

TRANSNET







BRICKWORK	
\	EXISTING BRICKWORK
<u> }</u>	NEW BRICKWORK

LEGEND

STANDARD DRYWALL TO USIDE CEILING TILES OR F/PLASTER, STANDARD WIDTH 89mm WIDE SINGLE SKIN HALF HOUR FIRE RATED DRYWALL PARTITION CONSISTING OF 83,5mm GRALVANISED DRYWALL STEEL STUDS INSERTED @ 600mm CENTRES INTO 63,5mm STEEL TOP AND BOTTOM TRACK AS PER DETAIL 01, AND CLAD BOTH SIDES WITH 1 LAYER 12,5mm TAPER EDGE CYPSUM BOARD FIXED WITH 25mm DRYWALL SCREWS SPACED AT 220mm CENTRES, ALL JOINTS TO BE TAPED AND JOINED ACCORDING TO MANUFACTURERS SPECIFICATIONS, ALL EXTERNAL CORNERS TO RECEIVE 0,6mm GALVANISED STEEL CORNER BEAD, ALL DRYWALLS TO BE SKIMMED, SANDED AND FINISHED SUFFICIENTLY IN ORDER TO RECEIVE WASHABLE MATT ACRYLIC PVA PAINT TO LATER SPECIFICATIONS.

STANDARD DRYWALL

STANDARD DRYWALL TO UISIDE OF SLAB, STANDARD WIDTH 88mm WIDE SINGLE SKIN HALF HOUR FIRE RATED DRYWALL PARTITION CONSISTING OF 63,5mm GALVANISED DRYWALL STELL STUDS INSERTED @ 800mm CENTRES NITO 63,5mm STELL TOP AND BOTTOM TRACK AS PER DETAIL 01, AND CLAD BOTHS DIES SWITH 1 LAVER 12,5mm TAPER EDGE "GREEN" WATERPROOF GYPSUM BOARD FIXED WITH 25mm DRYWALL SCREWS SPACED AT 220mm CENTRES ALL JOINTS TO BE TAPED AND JOINED ACCORDING TO MANUFACTURERS SPECIFICATIONS, ALL EXTERNAL CORNERS TO RECEIVE 0,6mm GALVANISES DITELL CORNER BED. ALL DRYWALLS TO BE SKIMMED, SANDED AND FINISHED SUFFICIENTLY IN ORDER TO RECEIVE WASHABLE MATT ACRYLIC PVA PAINT TO LATER SPECIFICATIONS.

DRYWALL TO SOFFIT

DRYWALLING TO U/SIDE OF SLAB TO CREATE A SEALED UNIT TO PREVENT SOUND DRYWALLING TO UISIDE OF SLAB TO GREATE A SEALED UNIT TO PREVENT SOUND TRANSMISSION STANDARD WIDTH 88mm WIDE SINGLE SIKIN HALP HOUR RIFE RATED DRYWALL PARTITION CONSISTING OF 83,5mm GALVANISED DRYWALL STEEL STUDS INSERTED @ 600mm CENTRES INTO 83,5mm STEEL TOP AND BOTTOM TRACK AND CLAD BOTH SIDES WITH I LAYER 12,5mm TAPER EDGE GYPSUM BOARD WITH MP12 MINERAL WOOL BLAKET BETWEEN BOARDS FOR SOUND ASSORPTION AND FOED WITH 25mm OR VIALES TO RECEIVE 3,0mm CENTRES ALL JOINTS TO BETAPED AND JOINED ACCORDING TO ALL EXTERNAL CORNIERS TO RECEIVE 0,5mm GALVANISED STEEL CORNIER BEDA JULI DRYWALLS TO BE SKIMMED AND FINISHED SUFFICIENTLY IN ORDER TO RECEIVE WASHABLE MATT ACRYLIC PVA PAINT TO LATER SPECIFICIONS

ACOUSTIC DRYWALL

DRYWALING TO UISIDE OF BIAN TO CREATE A SEALED UNIT TO PREVENT SOUND
TRANSMISSION, STANDARD WIDTH ERROR WIDE SINGLE BROWN HALF HOUR FIRE RATED DRYWAL
STANDARD WIDTH ERROR WIDTH ERROR WIDE SINGLE BROWN HALF HOUR FIRE RATED DRYWAL
TRANSMISSION, STANDARD WIDTH ERROR WIDE SINGLE BROWN HALF HOUR FIRE RATED DRYWAL
STANDARD WIDTH SAME STANDARD WIDTH OR STANDARD STANDARD STANDARD STANDARD STANDARD WITH SAME STANDARD STAND

WATER-RESISTANT DRYWALL

2HR FIRE RATED DRYWALL

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1										
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	Dwnere	Sin	and trial	_						
1	Signatur Date :		and to							
	Checks	d by	Anzil	within	f Corus	riants (f	GA Arc	félucia)		
	Mame: Bignetia		A Gov	ender	A Jenu	Chano	okalivut			
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11004-TLIB-2011



NOTE: READ IN CONJUNCTION WITH 6004-GENERAL DRYWALL DETAILS

LEGEND			
BRICKWORK	-	STANDARD DRYWALL	DRYWALL TO SOFFIT
*=	EXISTING BRICKWORK	STANDARD DRYWALL TO UISIDE CEILING TILES OR FIPLASTER, STANDARD WIDTH 89mm WIDE SINGLE SKIN HALF HOUR FIRE RATED DRYWALL PARTITION CONSISTING OF 63,5mm GALVANISED DRYWALL STEEL STUDIS INSERTED @ 600mm CENTRES INTO 85,5mm STELT OF AND BOTTOM TRACK AS PER DETAIL 01, AND CLAD BOTH SIDES	STANDARD DRYWALL TO U/SIDE OF SLAB, STAND HALF HOUR FIRE RATED DRYWALL PARTITION CO DRYWALL STEEL STUDS INSERTIZE @ 800mm GET BOTTOM TRACK AS PER DETAIL 01, AND CLAD BC
}	NEW BRICKWORK	WITH 1 LAYER (12,5mm TAPER EDGE GYPSUM BOARD FIXED WITH 25mm DRYWALL SCREWS SPACED AT 250mm CENTRES. ALL JOINTS TO BE TAPED AND JOINED ACCORDING TO MANUFACTURERS SPECIFICATIONS. ALL EXTERNAL CORNERS TO RECEIVE 0,6mm GALVANISED STEEL CORNER BEAD, ALL DRYWALLS TO BE SKIMMED, SANDED AND FINISHED SUFFICIENTLY IN ORDER TO RECEIVE WASHABLE MATT ACRYLIC PVA PAINT TO LATER SPECIFICATIONS.	TAPER EDGE "GREEN" WATERPROOF GYPSUM BIS SCREWS SPACED AT 250MC CENTRES, ALL JOIN ACCORDING TO MANUFACTURERS SPECIFICATION RECEIVE 0,6mm GALVANISED STEEL CORNER BE SANDED AND FINISHED SUPFICIENTLY IN ORDER ACRYLIC PVA PAINT TO LATER SPECIFICATIONS.

TANDARO WIDTH 89mm WIDE SINGLE SKIN N CONSISTING OF 63,5mm GALVANISED CENTRES INTO 63,5mm STEEL TOP AND D BOTH SIDES WITH I LAYER 12,5mm M BOARD FIXED WITH I Smm DRYWALL OINTS TO BE TAPED AND JOINED ATIONS. ALL EXTERNAL CORNERS TO READ, ALL DRYWALLS TO BE SKIMMED, DER TO RECEIVE WASHABLE MATT INS

N DRYWALLING TO U/SIDE OF SLAB TO CREATE A SEALED UNIT TO PREVENT SOUND TRANSMISSION STANDARD WIDTH 89mm WIDE SINGLE SKIN HALF HOUR FIRE RATED DRYWALL PARTITION CONSISTING OF 63,5mm GALVANISED DRYWALL STEELS TUDS INSERTED @ 500mm CENTIRES INTO 83,5mm STEEL TOP AND BOTTOM TRACK AND CLAD BOTH SIDES WITH 1 LAYER 12,5mm TAPER EDGE GYPSUM BOARD WITH MP12 MINERAL WOOL BLANKET BETWEEN BOARDS FOR SOUND ABSORPTION AND FXED WITH 25mm DRYWALL SCREWS SPACED AT 220mm CENTRES ALL JOINTS TO BE TAPED AND JOINED ACCORDING TO ALL EXTERNAL CORNERS TO RECEIVE 0,6mm GALVANISED STEEL CORNER BEAD ALL DRYWALLS TO BE SKIMMED AND FINISHED SUFFICIENTLY IN ORDER TO RECEIVE WASHABLE MAIT ACRYLIC PVA PAINT TO LATER SPECIFICATIONS DRYWALLING TO U/SIDE OF SLAB TO CREATE A SEALED UNIT TO PREVENT SOUND

ACOUSTIC DRYWALL

WATER-RESISTANT DRYWALL

2HR FIRE RATED DRYWALL

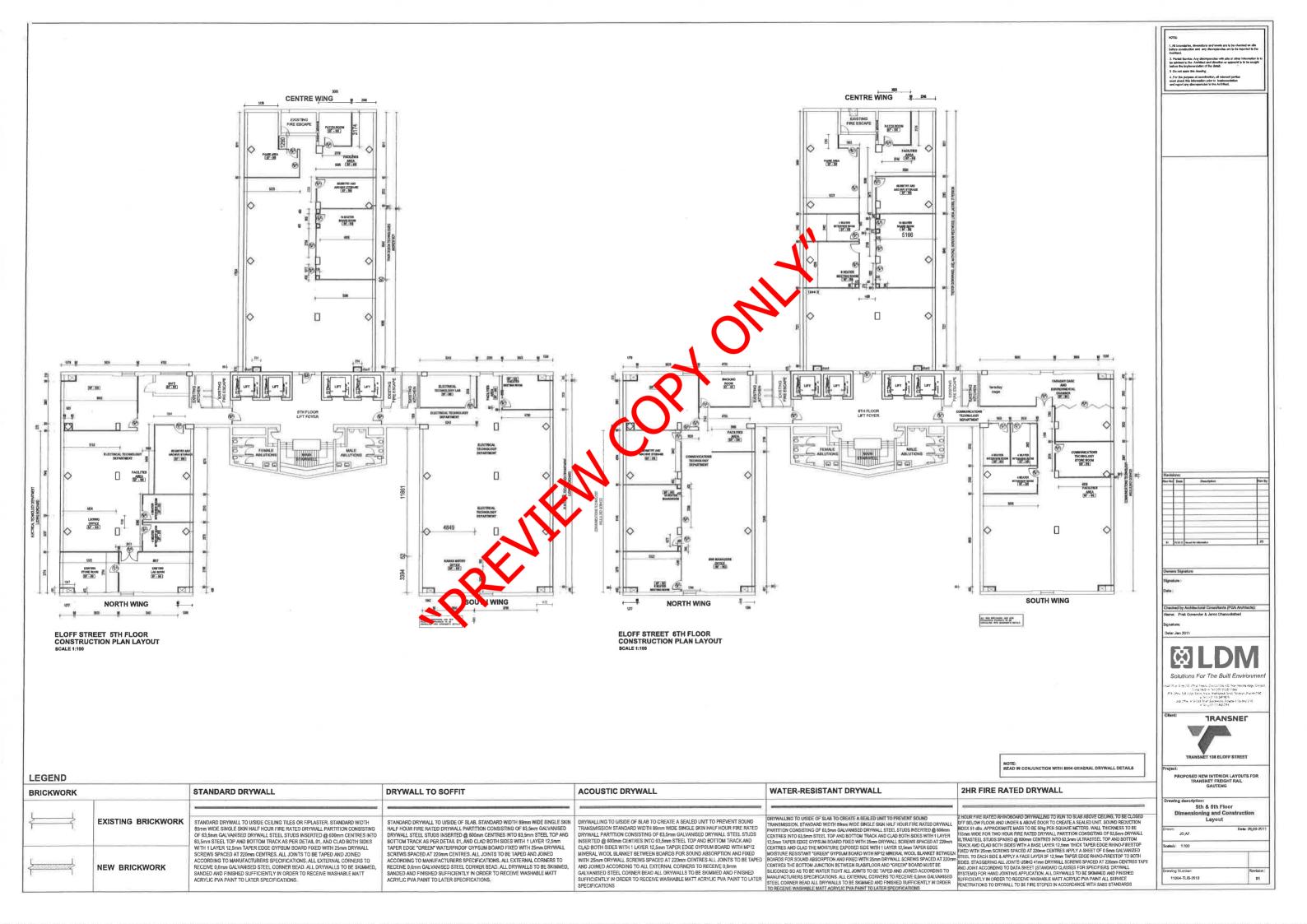
DRYWALLING TO USIDE OF SLAB TO CREATE A SCALED UNIT TO PREVENT SOUND
TRANSMISSION, STANDARD WIDTH 56mm WIDE SINGLE SKIN HALF HOUR FIRE RATED DRYWALL
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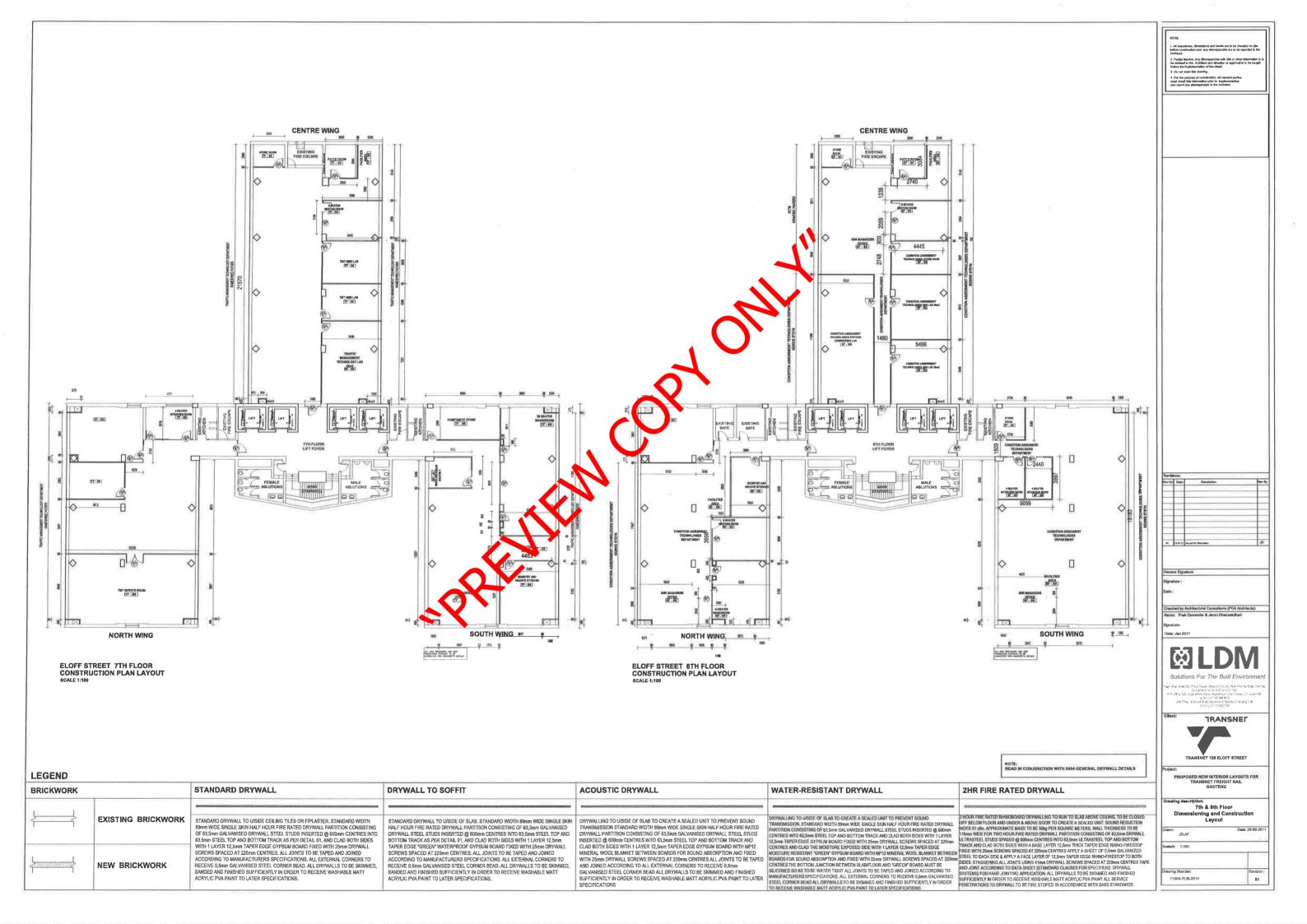
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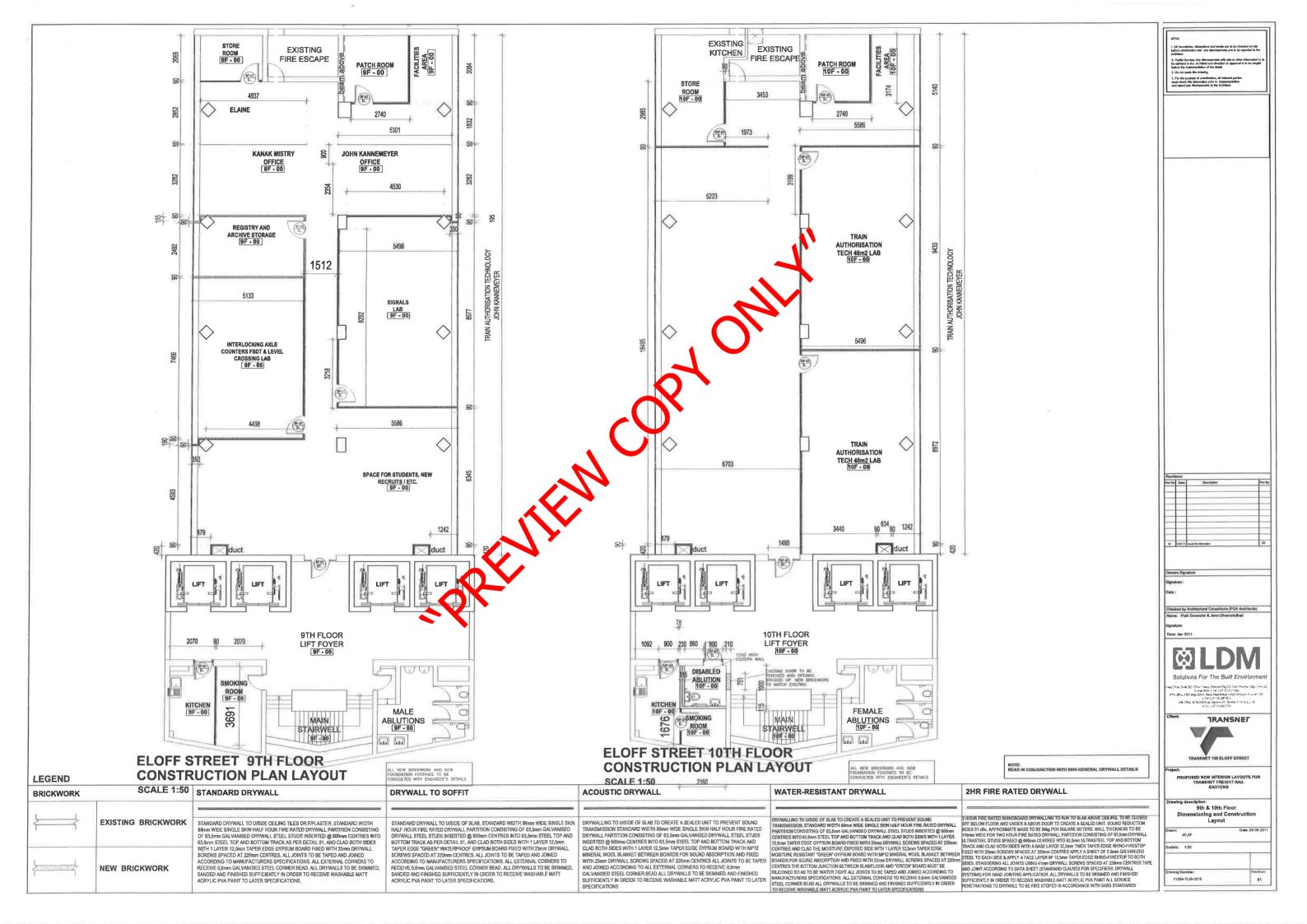
TRANSNET

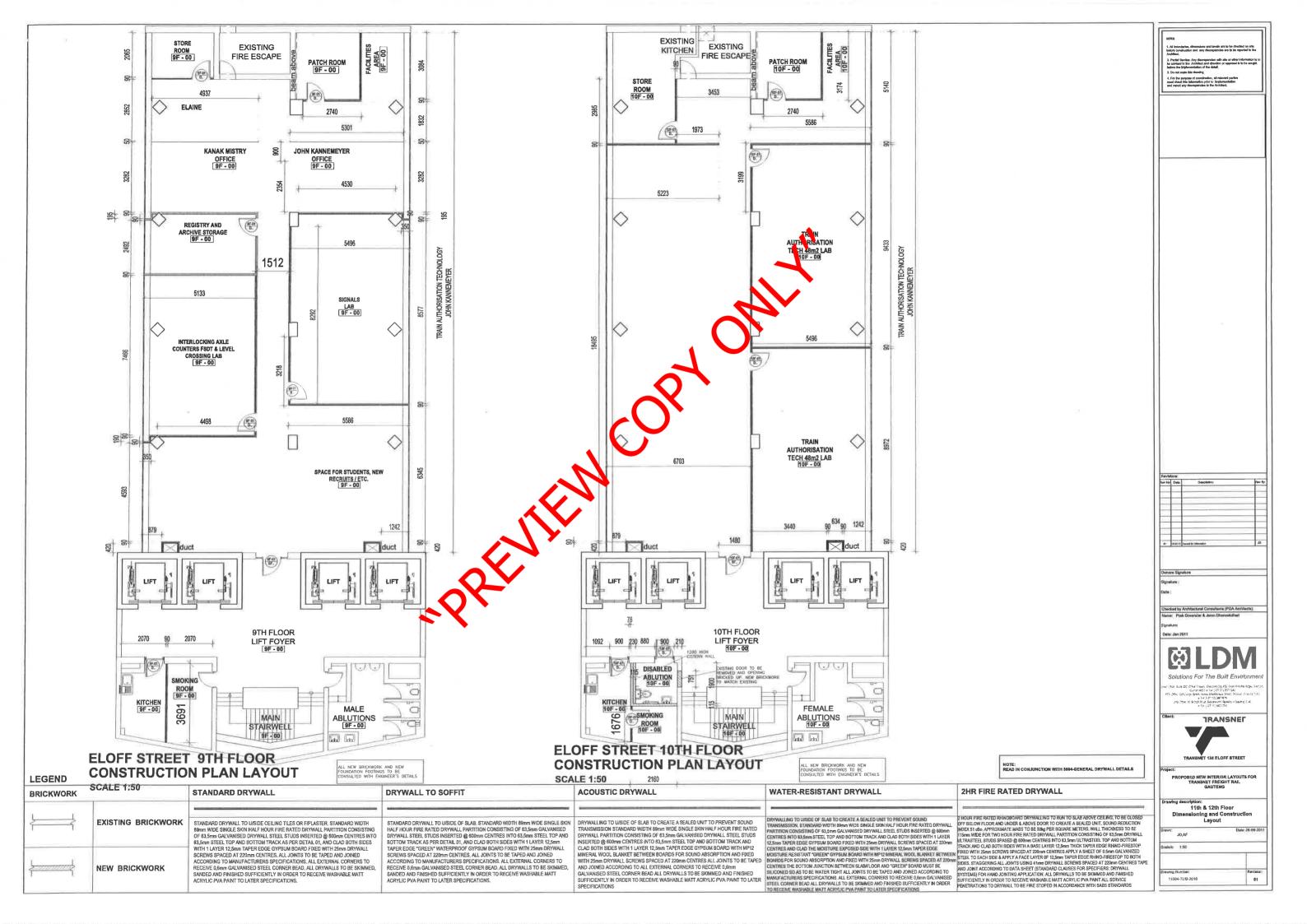
3rd & 4th Floor JD,AF ala/s; 1:100

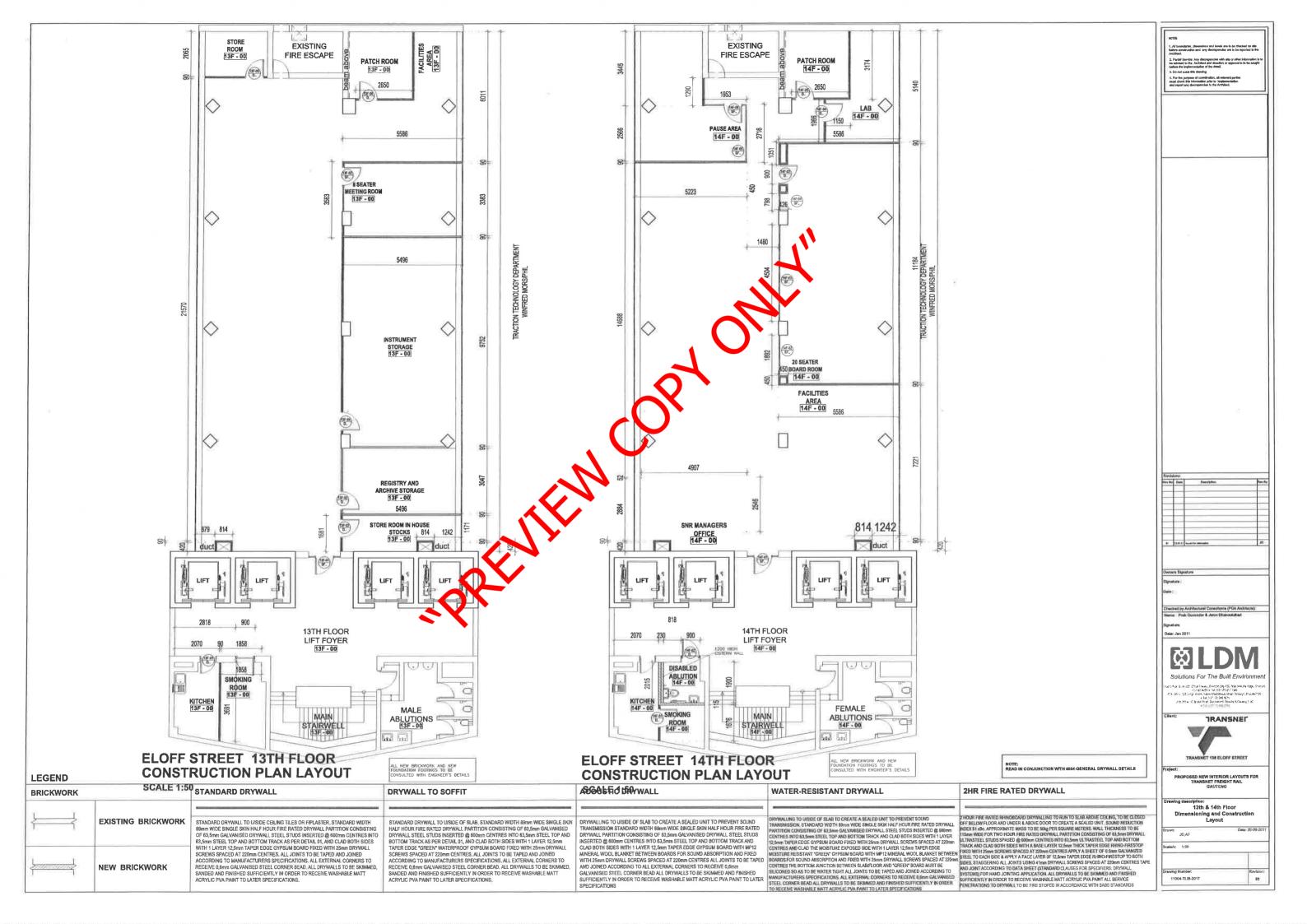
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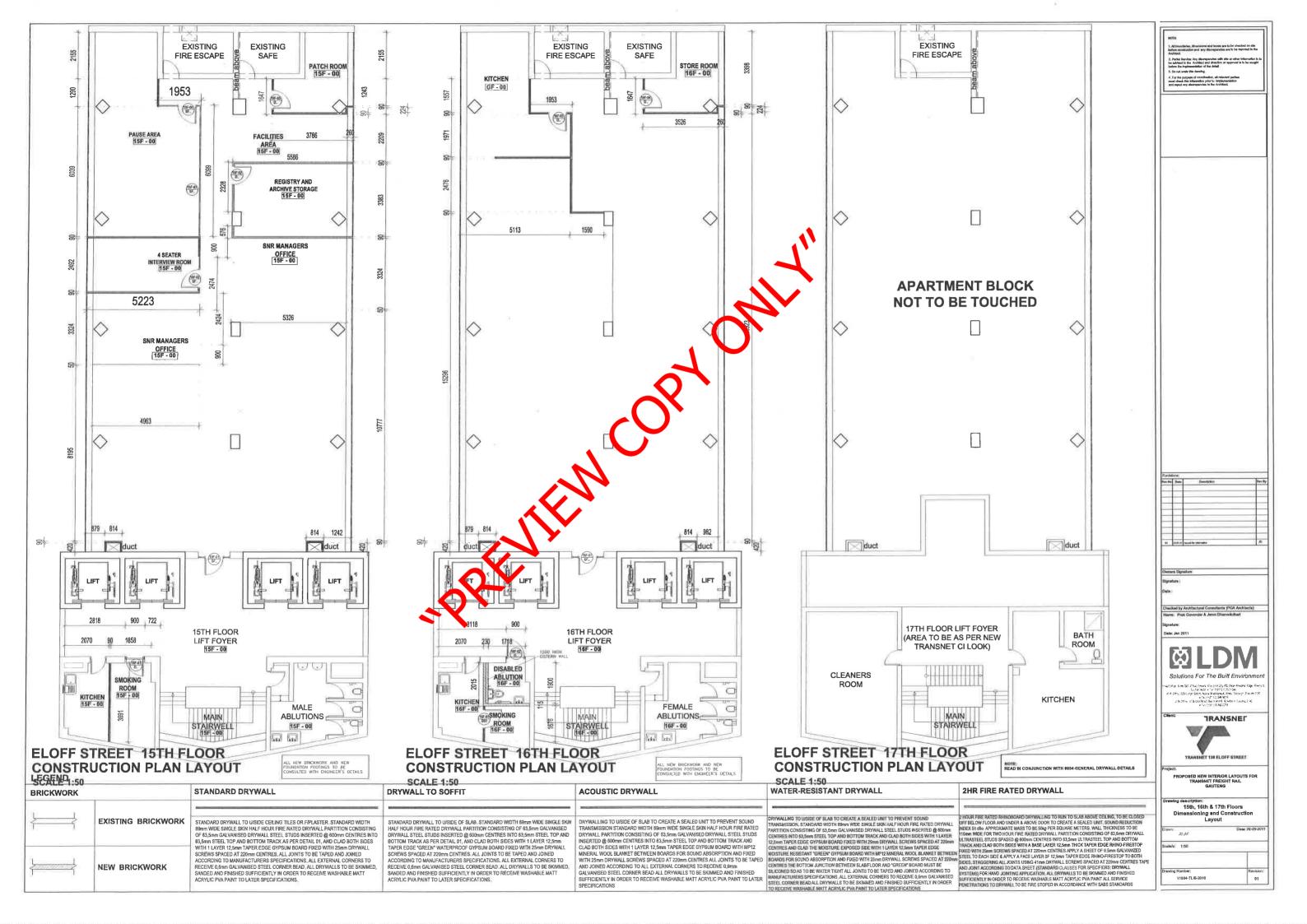


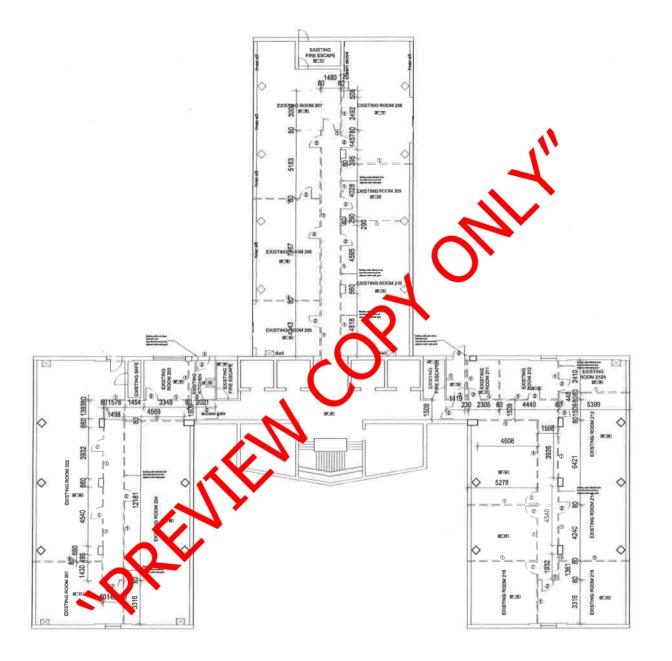












ELOFF STREET 2ND FLOOR DEMOLISH PLAN LAYOUT SCALE 1:100

DEMOLITION LEGEND

= =	EXISTING MASONRY/CONCHETE BE DEMOLISHED
	EXISTING PARTITIONING TO BE DEMOLISHED
744	ALL EXISTING DOORS TO BE BEL

WALL FINISHES

- TILING
- TILLING

 1 UPLIFT ENISTING CERAMIC & PORCELAIN TILES ON PLOORS & WALLS REMOVE FROM SITE

 2. REMOVE ALL ENISTING ADMESSIVE FROM WALL TO RECEIVE NEW TILES AS PER SIPEC.

 3. ALLOW FOR NEW PLOOR SCREED TO RECEIVE NEW TILES

 4. AS PER SIPEC.

 5. KEY COAT FOSTING WALLS TO RECEIVE NEW TILES

 5. KEY COAT FLOORS TO RECEIVE NEW FLOOR TILES

 AS PER SPEC.

CARPETS

CEILINGS

REMOVE ALL EXISTING CEILINGS / CEILING SYSTEMS & SUBSTRUCTURES AND MAKE GOOD TO ACCEPT SPECIFIED CEILING SYSTEM / BULKNEADS & PLASTERBOARD CEILINGS AS PER CEILING LAYOUT & FINISHING BCHEDULE

ELECTRICAL & LIGHTING

REMOVE ALL NECESSARY LIGHT FITTINGS AS PER DETAILED REPORT BY ELECTRICAL ENGINEER

MECHANICAL

REGULATIONS

1: What is the desculation.

2: Door to be removed.

3: Wholev to be removed.

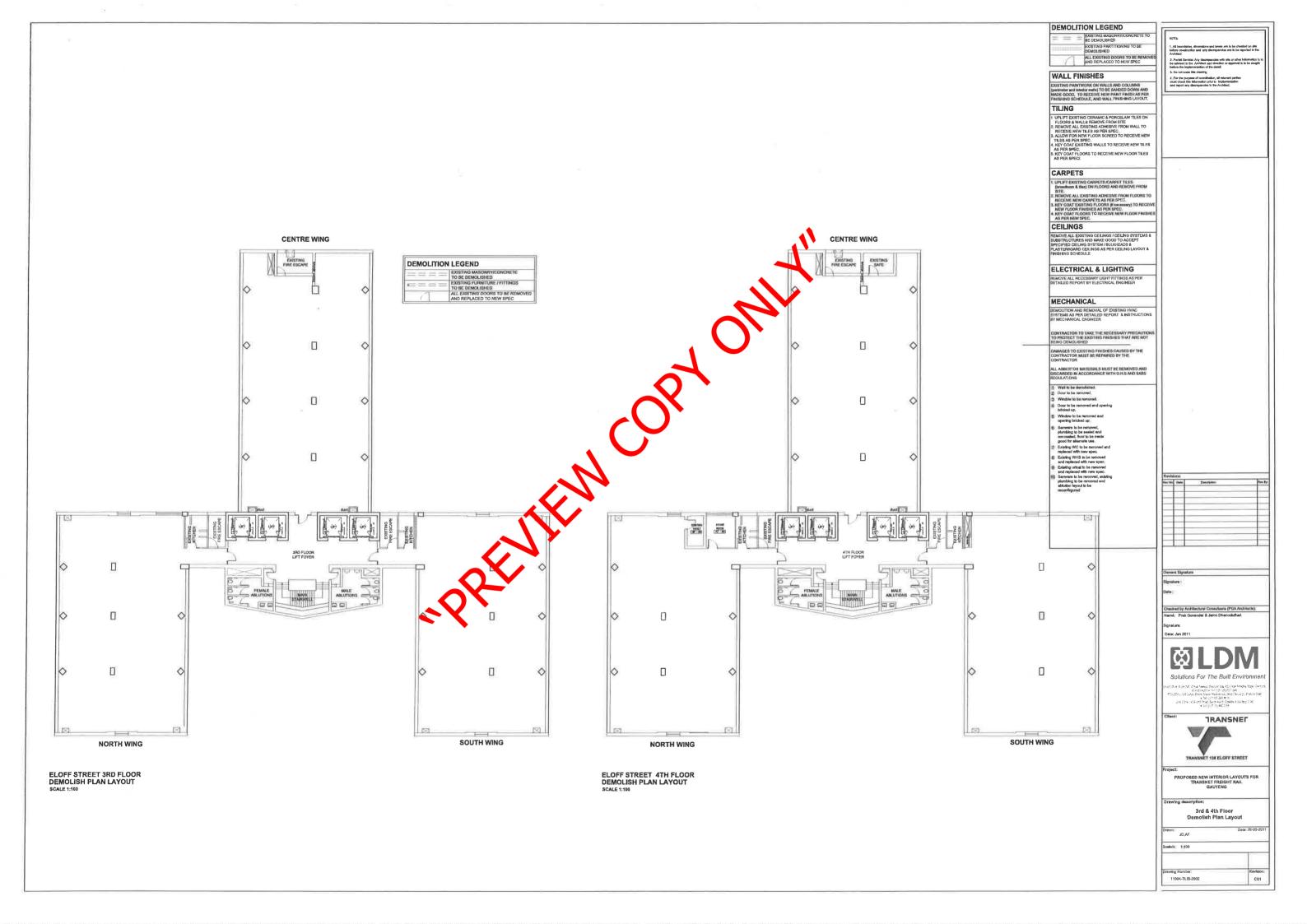
3: Wholev to be removed and opening by the property of the property of the property by the propert

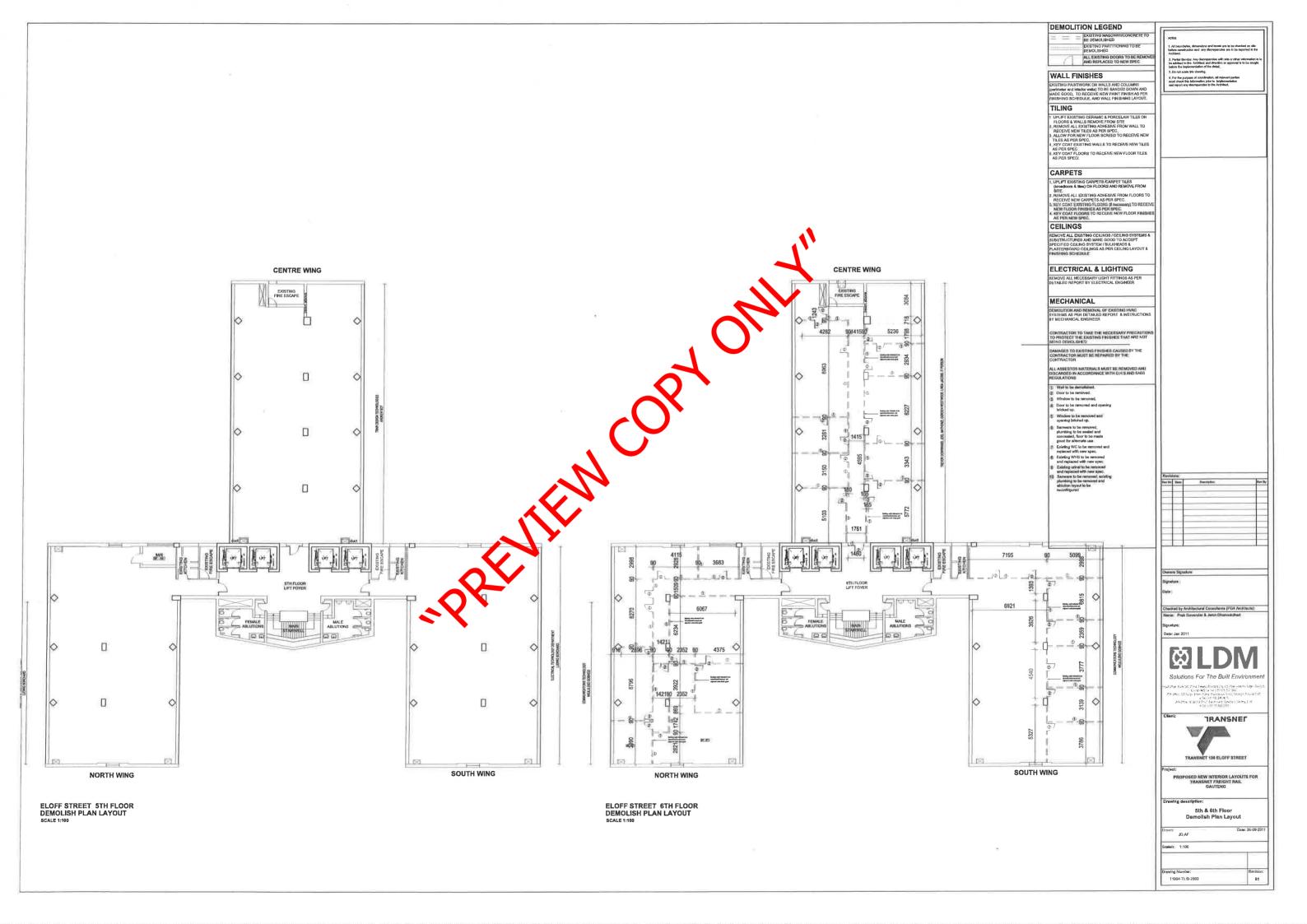
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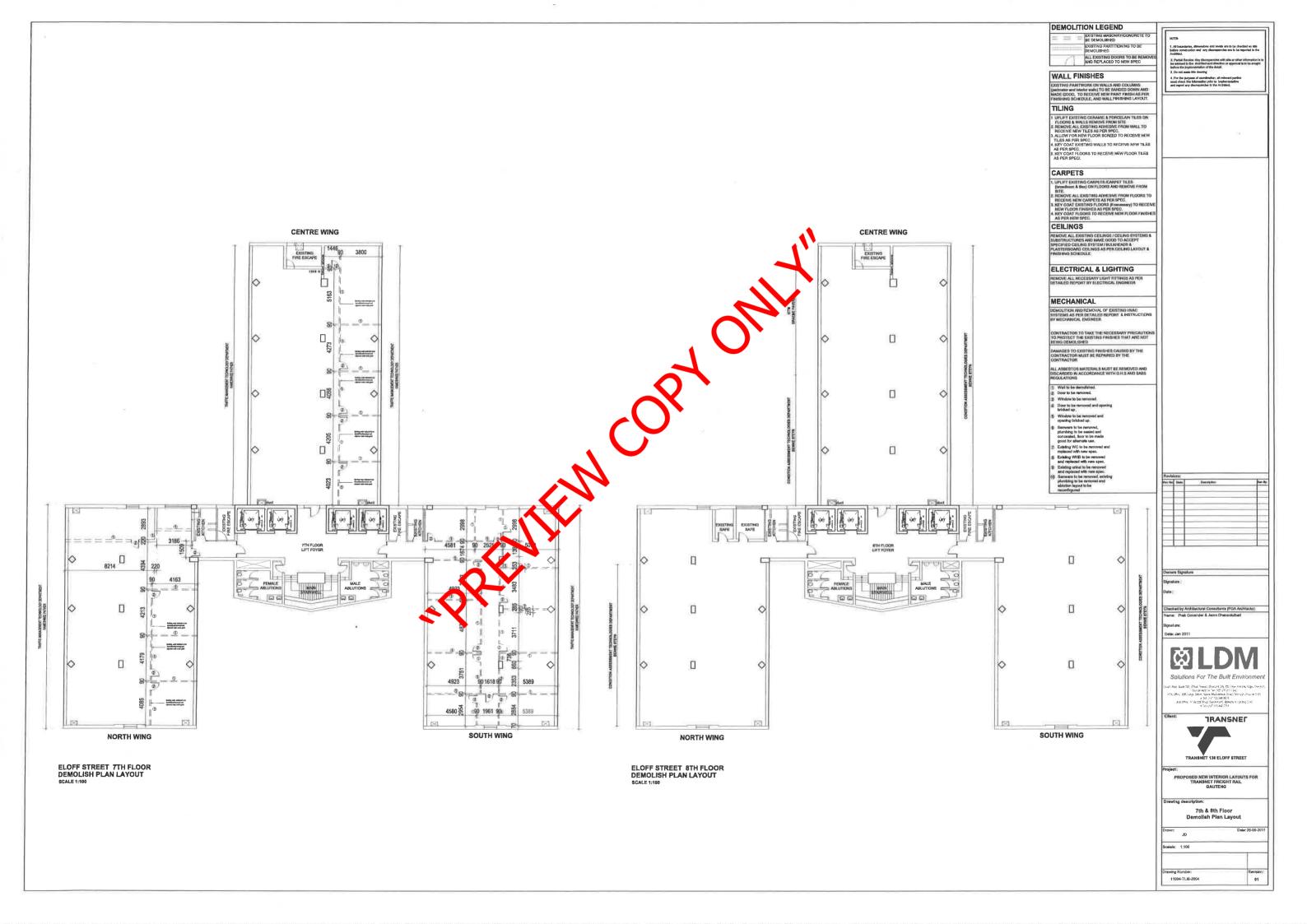


Second Floor Plan Interior Space Plan Layout

Drawn: JD,DP,VP,AF Drawing Number: 11004-TL#1-2001









DEMOLITION LEGEND ALL EXISTING DOORS TO BE REM AND REPLACED TO NEW SPEC WALL FINISHES KEY COAT EXISTING WALLS TO RECEIVE NEW TILES AS PER SPEC, KEY COAT FLOORS TO RECEIVE NEW FLOOR TILES AS PER SPEC! **ELECTRICAL & LIGHTING** MECHANICAL

Per No. Dobe Description: Per N

Owners Eig Signature :

> Chocked by Architecturel General artis (PGA Ar Name: Prek Govender & Jeron Ohanookuhar

Dele: Jan 2011

EXECUTIONSolutions For The Built Environme

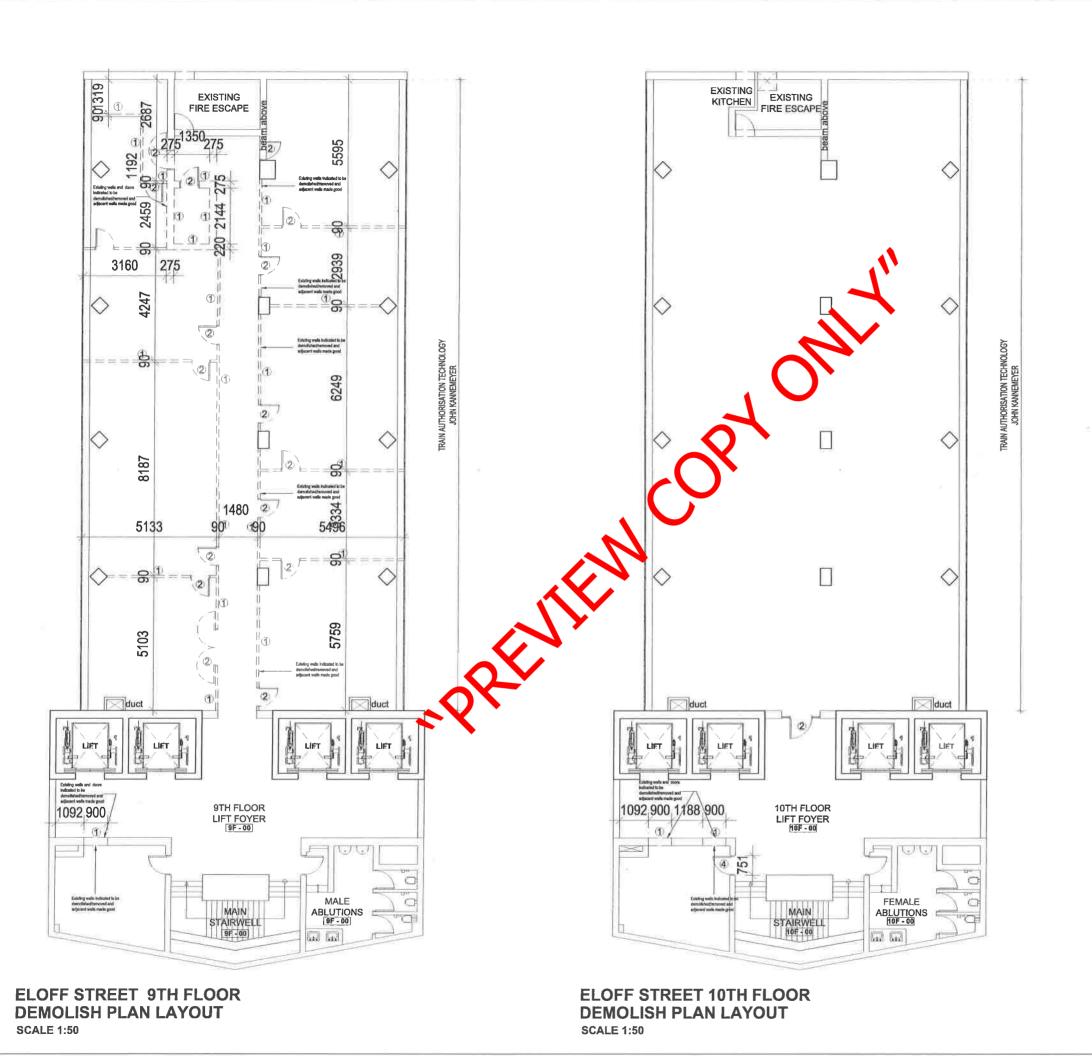
nad Orice Surp 200 Other Desired Outcome Co. P.C. Peter National Orige. 10 Europe Acids - Int 100 VIII (2007 A) FIX Other. 200 kmg Street Maps Marchanad Orice (1900 A), Praducti Int 10 (77 17) State (2007) July Other St



ject:
PROPOSED NEW INTERIOR LAYOUTS F
TRANSNET FREIGHT RAIL

Drawing description:

9th & 10th Floor Demolish Plan Layout



DEMOLITION LEGEND

WALL FINISHES

CARPETS

ELECTRICAL & LIGHTING

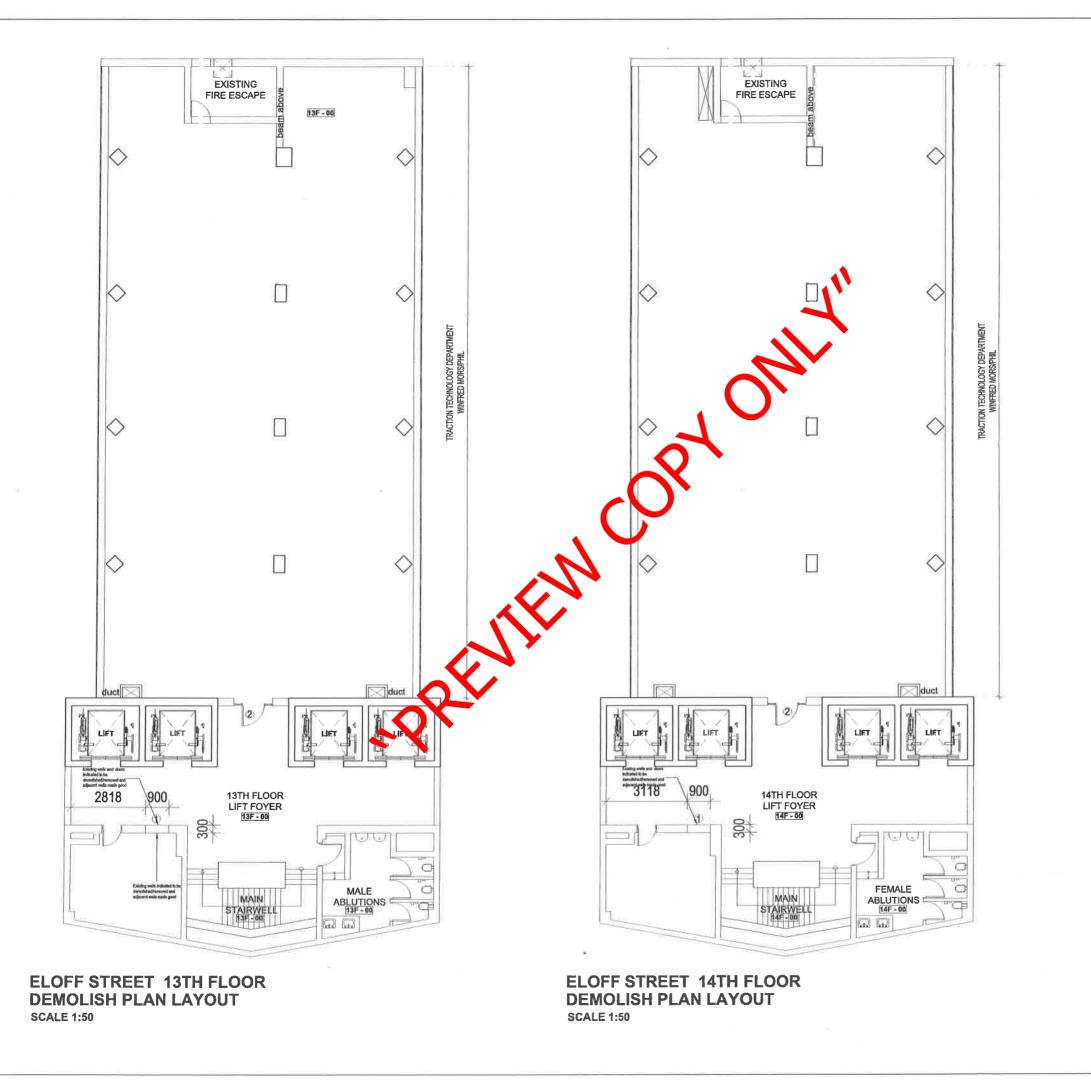
- Well to be demalish Door to be removed.
- Window to be removed

Revisions:				
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11004-TLIB-2006

11th & 12th Floor Demolish Plan Layout



DEMOLITION LEGEND WALL FINISHES EXISTING PAINTWORK ON WALLS AND COLL
justimater and interior walls) TO BE BANDED DI
MADE GOOD, TO RECEIVE NEW PAINT FINIS
FINISHING SCHEDULE, AND WALL FINISHING TILING CARPETS CEILINGS **ELECTRICAL & LIGHTING** REMOVE ALL NECESSARY LIGHT FITTINGS AS PER DETAILED REPORT BY ELECTRICAL ENGINEER WAT to be demolished



13th & 14th Floor Demolish Plan Layout

nwing Number: 11004-TLIB-2007



DEMOLITION LEGEND

TILING

CARPETS

1, UPLIFT EXISTING CAP (broadloom & tiles) ON SITE

CEILINGS

ELECTRICAL & LIGHTING

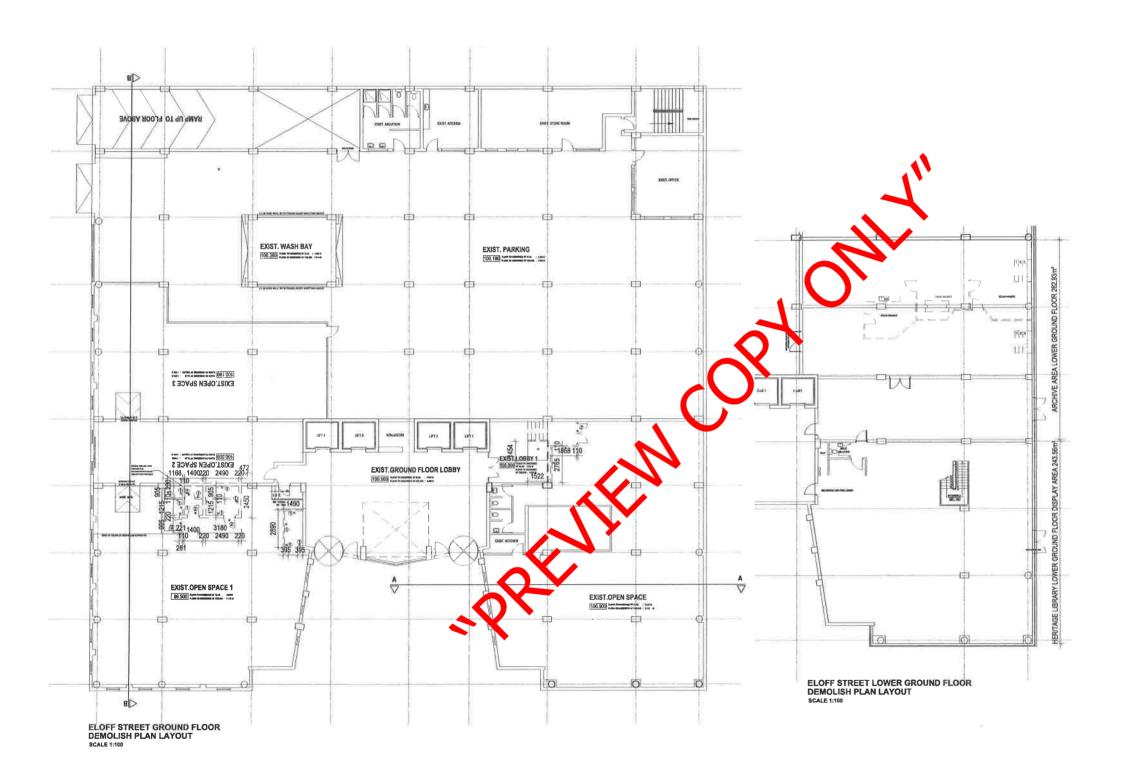
MECHANICAL





11004-TLIB-2008

15th, 16th Floors Demolish plan Layout



DEMOLITION LEGEND EXISTING MASONAY/CONGRETE TO BE DEMOUSHED DESTING PARTITIONING TO BE DEMOUSHED ALL EXISTING BOOKS TO BE REMOVED AND REPLACED TO NEW SING. WALL FINISHES EXISTING PAINTWORK ON WALLS AND COLUMNS Ignificants and inferite wells) TO BE SANGED DOWN AND MADE GOOD, TO RECEIVE HEW PAINT PAINT AS PER FINISHING SCHEDIAL, AND WALL FINISHING LAYDUT. TILING I ILLING

I IMPLIET RESTING DEPANIC A PORCELAN TILES ON FLOORS A WALLS REMOVE FROM SITE

2. REMOVE ALL DUSTING ADMESSIC FROM WALL TO RECEIVE NEW TILES AS PERS SON SOURCED TO RECEIVE NEW TILES AS PER SPEC.

4. KEY COAT PESSTING WALLS TO RECEIVE NEW TILES AS PER SPEC.

5. KEY COAT FLOORS TO RECEIVE NEW FLOOR TILES AS PER SPEC. CARPETS LARKE 13

LIPLIFE EXISTING CARPETS //CARPET TILES
(broadoom & tise) ON FLOORS AND REMOVE FROM
SITE.

2. NEMOVE ALL EXISTING ADMESTIC FROM FLOORS TO
RECEIVE NEW CARPETE AS PER SIFE.

3. KEY COAT EXISTING FLOORS (TIMEOSTAPE) TO RECEIVE
MEY FLOOR FRIBINESS AS FRESTE.

4. KEY COAT FLOORS TO RECEIVE NEW FLOOR FINISHES
AS FRESTE. CEILINGS NEMOVE ALL EXISTING CEILINGS / CEILING SYSTEMS & SUBSTRUCTURES AND MAKE GOOD TO ACCEPT SPECIFIED CEILING SYSTEM / BULLVERADS & PLASTERBOARD CEILINGS AS PER CEILING LAYOUT & **ELECTRICAL & LIGHTING** REMOVE ALL NECESSARY LIGHT FITTINGS AS PER DETAILED REPORT BY ELECTRICAL ENGINEER MECHANICAL (1) Wait to be demolished.
2) Door to be removed.
3) Window to be removed.
4) Door to be removed and opening bridded up.
5) Window to be removed and opening bridded up. Dale: Jan 2011 TRANSNET wing description: Lower Ground & Ground Floor Heritage Library Demolish Plan Layout

> wn: JD,DP,VP,AF

Drawing Number: 11004-TLIB-2000

Revision: 01